

AGREEMENT

THIS AGREEMENT made at Mumbai this _____ day of _____ 2023

K. RAHEJA CORP PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Plot No. C-30, Block 'G', Opposite SIDBI, Bandra – Kurla Complex, Bandra (East), Mumbai 400051, hereinafter called the **“Developer” or “Promoter (Developer)”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor/s and assigns) **of the First Part;**

AND

MODERN INDIA LIMITED (formerly known as The Modern Mills Limited), a Company incorporated under the provisions of the Companies Act, 1913 and deemed to be registered under the provisions of the Companies Act, 2013 having its registered office at 1, Mittal Chambers, 228, Nariman Point, Mumbai - 400021, hereinafter referred to as the **“Present Landowner” or “Promoter (Landowner)”** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successor/s and assigns) **of the Second Part**

AND

Mr. Achal Mittal & Mrs. Shweta Jain both of them, Indian Inhabitants, having their address at **A-4005, Indiabulls Blu Bldg, Worli , Ganpatrao Kadam Marg, Mumbai, Maharashtra 400013**, hereinafter collectively referred to as the **“Apartment Holder” or “Allottee”** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include his/her/their heirs, executors and administrators and their permitted assigns and in the case of the Company its successors or successors and permitted assigns) **of the Third Part.**

WHEREAS:

- A.** The Present Landowner was seized and possessed of and otherwise well and sufficiently entitled to all that piece and parcel of land bearing Plot No. D admeasuring 14,301.11 square meters together with the structure standing thereon, bearing Cadastral Survey No. 7/1895 of Byculla Division, E Ward situated at Keshavrao Khadye Marg, Mahalaxmi, Mumbai- 400011 (hereinafter referred to as **“erstwhile Plot D”** and shown bounded by black colour lines on the Plan annexed hereto and marked as **Annexure A (Plan -I)**);
- B.** By and under the last sub-division order bearing No. EB/3667/E/AL dated 20th October 2011 (read with earlier order dated 1st October 2004 and 16th August 2008) the erstwhile Plot D, has been sub divided into Plot D-1 admeasuring 13,137.79 square meters (including set back area 535.80 square meters) and Plot D-2 admeasuring 1163.32 square meters;
- C.** By and under a joint possession receipt dated 28th September 2012 executed between the representative of the Present Landowner and A.E. (maintenance) Municipal Corporation of Greater

Mumbai (“**M.C.G.M.**”), the said setback area admeasuring 535.80 sq. mts. (out of sub-divided Plot D-1) has been handed over to the M.C.G.M. for road widening. After handing over of the setback area, the Plot D1 admeasures 12,601.99 square meters or thereabouts;

- D.** By and under a joint possession receipt dated 30th November 2012 executed between the Present Landowner’s representative and A.E. (D.P.) M.C.G.M., the Plot D-2 admeasuring 1163.32 square meters has been handed over to the M.C.G.M. as the combined share of Maharashtra Housing and Area Development Authority (“**MHADA**”) and M.C.G.M. from the erstwhile Plot D under regulation 58(1) (b) of DCR;
- E.** By an Agreement for Sale dated 30 June 2017 (“**said Agreement for Sale**”) registered with the Sub-Registrar of Assurances under Serial No. BBE-2/13701 of 2017, the Present Landowner therein referred to as “Vendor” of the One Part and the Developer herein therein referred to as the “Purchaser” of the Other Part, the Present Landowner agreed to sell, transfer and convey unto the Developer all that piece and parcel of land bearing Plot No. D-1 admeasuring 12,601.99 square meters (excluding set back area 535.80 square meters) bearing Cadastral Survey No. 7/1895 of Byculla Division, E Ward situated at Keshavrao Khadye Marg, Mahalaxmi, Mumbai- 400011, more particularly described in the First Schedule hereunder written (hereinafter referred to as the “**Schedule Property**”) on the terms and conditions contained therein;
- F.** In pursuance of the said Agreement for Sale the Present Landowner has executed a Power of Attorney dated 30th June 2017 registered under No. BBE2-13702-2017 in favour of the Developer, authorizing the Developer to do execute and perform in the name of the Present Landowner, all acts, deeds and things for the purposes of dealing with the third parties and statutory bodies and public authorities for the purpose of constructing upon and fully developing the Schedule Property in terms of the Agreement for Sale and for the purposes of marketing the premises in the buildings to be constructed on the Schedule Property and, inter alia, for the purposes of executing and registering the RERA Agreements for sale, the Declaration under Section 2 of the Maharashtra Apartment Ownership Act, 1970 and the Deed of Apartment as envisaged by the said Agreement for Sale;
- G.** By and under Deed of Transfer dated 5th March 2020 made and executed between the Present Landowner, therein referred to as the Transferor of the First Part and M.C.G.M. represented by Shree Praveen Pardeshi, therein referred to as the Transferee of the Second Part and registered at the office of Sub-Registrar of Assurances at Mumbai-4 under Serial no. BBE-4/3714 of 2020, the Transferor therein transferred and conveyed Plot No. D-2 bearing Cadastral Survey No. 7/1895(pt.) admeasuring 1,163.32 square meters unto the Transferee therein in consideration of the Transferable Development Rights/Floor Space Index in the form of Development Right Certificate as per the Development Control Regulations, 1991. Accordingly, separate Property Card bearing Cadastral Survey No. 10/1895 is issued on 15th June 2021 by M.C.G.M. for the sub divided Plot No. D-2 wherein M.C.G.M. (RG ground) name is mutated;
- H.** By a letter dated 26th March 2021 bearing No. CSLR/S&LR-2/T-1/Byculla/Sub-division measurement/ C.S. No. 7/1895/Mo.R.No. 1176/2020/2021 addressed by the Collector, Mumbai City to the Present Landowner, the Collector has informed the Present Landowner that the sub-division

measurement of Cadastral Survey No. 7/1895 has been done as per the application of the Present Landowner;

I. The Developer is in possession of the Schedule Property and it is expressly clarified and brought to the notice of the Apartment Holder that:

(i) the Developer proposes to and is developing the Schedule Property {hereinafter also referred to as the **“Project Land”** and more particularly described in the First Schedule hereunder written} by constructing thereon (in a phase-wise manner) 2 (two) residential towers i.e. Residential Tower ‘1’ and Residential Tower ‘2’, respectively and named as “Raheja Modern Vivarea North Tower” and “Raheja Modern Vivarea South Tower”, respectively, in the **“Real Estate Project”** named **“Raheja Modern Vivarea”** {hereinafter referred to as the **“Project”**} as per the proposed layout plans {hereinafter referred to as the **“Proposed Layout Plans”** and indicated in the plans annexed hereto as **Annexure A (Plan -I)**;

(ii) the Developer has prepared and got sanctioned the amended plan in respect of the layout of the Schedule Property/Project Land and authenticated copy of the said Layout {hereinafter referred to as the **“Layout”**} as approved by the authorities is annexed hereto and marked as **Annexure A (Plan -II)**. It is clarified by the Developer that such Layout is an interim layout and the Developer reserves the right and proposes to further amend, change or revise the said Layout, from time to time, so as to utilise/ consume, in phases, the optimum and maximum development potential (present and future) (presently estimated at approx. 72,050.75 square meters) in the Project Land, till the completion of the entire development thereof as provided in this Agreement), and in accordance with the plans as may ultimately be approved and/or amended and sanctioned by the M.C.G.M. and/or other bodies and/or authorities concerned; but without altering the location, area and amenities of the premises agreed to be acquired by the Apartment Holder in terms of this Agreement;

(iii) Presently, the Developer is developing the Project Land by constructing:

(a) Residential Tower ‘1’ named as “Raheja Modern Vivarea North Tower” on a portion of the Project Land, as Phase 1 of the said Project {hereinafter referred to as the **“Residential Tower ‘1’** or the **“Proposed Phase 1 Development”**},

and

(b) Residential Tower ‘2’ named as “Raheja Modern Vivarea South Tower”, on another portion of the Project Land, as Phase 2 of the said Project {hereinafter referred to as the **“Residential Tower ‘2’** or the **“Phase 2 Development”**},

as per the provisions of this Agreement and as may be sanctioned by the concerned authorities.

The location of the said Residential Tower ‘1’ and Residential Tower ‘2’ is indicated on the Plan annexed hereto and marked as **Annexure A (Plan -I)**;

J. Presently the Developer has obtained the sanction from the M.C.G.M. to the amended building plans for construction of two residential towers as under:

(i) Residential Tower ‘1’ consisting of two level basements, ground floor, six podium levels (for parking), stilt level (for amenities), residential apartments from the 1st (first) to the 40th (fortieth) upper floors (and additional Refuge floors/Areas and service floor/s, etc. in the

said Residential Tower '1', as may be required under the provisions of the development regulations, as may be applicable, from time to time.

- (ii) Residential Tower '2' consisting of two level basements, ground floor, six podium levels (for parking), stilt level (for amenities), residential apartments from the 1st (first) to the 30th (thirtieth) upper floors (and additional Refuge floors/Areas and service floor/s, etc. in the said Residential Tower '2' as may be required under the provisions of the development regulations, as may be applicable, from time to time);

K. The Developer intends to further revise the aforesaid sanctioned building plans, in phases, by utilizing the inherent F.S.I. of the Project Land and/or Transferable Development Rights and other benefits (including relating to heritage / mills / etc.) (“**TDR**”) and/or Fungible F.S.I. (“**FFSI**”) relating thereto and/or the F.S.I. that would be available as per the revisions to the D. C. Regulations (from time to time), etc., to the end and intent that :

- a. Residential Tower '1' consisting of two level basements, ground floor, six podium levels (for parking), stilt level (for amenities), residential apartments from the 1st (first) to the 40th (fortieth) upper floors (and additional Refuge Floors/Areas and service floor/s, etc. in the said Residential Tower '1')
- b. Residential Tower '2' consisting of two level basements, ground floor, six podium levels (for parking), stilt level (for amenities), residential apartments from the 1st (first) to the 41st (forty-first) upper floors (and additional Refuge Floors/Areas and service floor/s, etc. in the said Residential Tower '2')

The location of the aforesaid Residential Towers '1' and '2' (proposed to be constructed by the Developer in the Project Land) is indicated on the Plan annexed hereto and marked as **Annexure A (Plan -I)** and the schematic section drawing annexed hereto and marked as **Annexure A (Plan III)** shows (a) the sanctioned residential parking floors in the Residential Tower '1' and '2' shaded blue and (b) the sanctioned habitable residential floors in the Residential Tower '1' and '2' shaded light violet (c) the proposed additional floors to be constructed on the presently sanctioned Residential Towers '1' and '2' described in this Recital and (d) tentative location of the Refuge floors/areas and service floors which are to be provided for the Residential Towers '1' and '2' as required by the regulations;

L. Presently, the Developer has commenced development in respect of the Phase 2 of the said Real Estate Project (viz. the Residential Tower '2' as per the present sanctioned plans) and the Developer will be constructing the Residential Tower '2' /Phase 2 Development, with such variations, modifications and amendments as proposed/disclosed by the Developer in this Agreement and as required by the sanctioning authorities and as may be further sanctioned/approved by the M.C.G.M., from time to time;

M. The Developer has identified the Residential Tower '2' (being Phase 2 of the said Real Estate Project) presently being constructed on portion of the Project Land for the purposes of registration under the Real Estate (Regulation & Development) Act, 2016 {"**RERA Act**"} read with Maharashtra Real Estate (Regulation & Development) Rules, 2017 {"**MahaRERA Rules**"}, and the Developer and the Present Landowner have registered the said Residential Tower 2 {hereinafter

referred to as the “**Project Phase**” or “**Residential Tower ‘2’**”} under the provisions of the RERA Act and the MahaRERA Rules and the Developer is the Promoter therein and the Present Landowner is the Promoter (Landowner) therein and the Residential Tower ‘2’ is the subject matter of this Agreement;

- N.** The Developer has entered into standard Agreement/s with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;
- O.** The Developer has appointed a Structural Engineer for the preparation of the structural design and drawings of the Residential Towers ‘1’ and ‘2’ and the Developer accepts the professional supervision of the Architect and the Structural Engineer (or any suitable replacements / substitutes thereof) till the completion of the Real Estate Project;
- P.** The location of the Residential Tower ‘2’ presently being constructed by the Developer on portion of the Project Land (more particularly described in the First Schedule hereunder written) is indicated on the plans annexed hereto and marked as **Annexure A (Plan I and Plan II)** hereto annexed and the Residential Tower ‘2’ of the Project named ‘**Raheja Modern Vivarea**’ (in which the premises agreed to be acquired by the Apartment Holder under this Agreement is to be located) is to have the specifications and the fixtures and fittings and amenities, details whereof are set out in the **Annexure B** annexed hereto;
- Q.** This Agreement is restricted to the Residential Tower ‘2’ shown shaded pink on the Plan annexed hereto and marked as **Annexure A (Plan -I and Plan II)**, which is the subject matter of this Agreement and the Apartment Holder shall not be concerned with any part of the Residential Tower ‘1’ proposed to be constructed on portion of the Project Land and/or any other part of the Project Land/Layout, save as provided in this Agreement;
- R.** Except for the Developer, no one has any right, title, interest or claim in, to, or over the said development rights in the Project Land shown bounded red in the Plan annexed hereto and marked - **Annexure A (Plan -I and Plan II)**;
- S.** The Developer has, on demand from the Apartment Holder, given inspection to the Apartment Holder of all the documents of title recited in this Agreement relating to the said Project, the Title Certificate referred to in Recital U below and the other documents required to be furnished under the Maharashtra Ownership Flats Act, 1963 {“**MOF Act**”} and as are specified under the RERA and the Rules and Regulations made thereunder (which the Apartment Holder doth hereby confirm) and the Apartment Holder shall not raise any disputes or requisitions in respect of the same;
- T.** The extract of the Property Register Cards (P. R. Card) of Cadastral Survey No. 7/1895 of Byculla Division, E Ward situated at Keshavrao Khadye Marg, Jacob Circle, Mumbai, reflects the name of

the Present Landowner as the Owner thereof. Authenticated copy of the aforesaid PR Card has been hereto annexed and marked as **Annexure C**;

- U. The Certificate of Title dated 24th February, 2022 issued by M/s. Maneksha & Sethna, Advocates and Solicitors, certifying the Developer's right to develop the Project Land has been inspected and accepted by the Apartment Holder (authenticated copy whereof is hereto annexed and marked **Annexure D**) and the Apartment Holder has satisfied himself/herself/itself/themselves with respect to the title to the said premises (agreed to be acquired by the Apartment Holder under this Agreement) and the Apartment Holder shall not raise any disputes or requisitions in respect of the same;
- V. Although, the Project Land has suitable independent access from the Public Road at its Northern Side, the Developer and the Present Landowner may, if it so decides, at its sole discretion, provide/permit the use of an additional non-exclusive and common means of access over and upon the strip of land forming part of the adjoining lands bearing Plot No. A1 and Plot No. A2, to and from the points marked AB to CD and CD to EF on the **Plan** annexed hereto and marked **Annexure A (Plan -I and Plan II)** and shown shaded "Brown" and "Yellow" thereon, for ingress and egress to and from the Project Land (from Sane Guruji Marg) for the holders/owners/occupants of the Residential Towers '1' and '2' (as may be finally constructed in the Project Land), but subject to the rights of the Present Landowner and the Developer and subject to the litigations disclosed in the Title Certificate annexed hereto;
- W. The Present Landowner and the Developer have informed the Apartment Holder about the present status of the Suit No. **104240 of 2010** and Suit No. **104754 of 2011**, details whereof are mentioned in the **Annexure E** annexed hereto;
- X. The Developer and the Present Landowner, respectively, have created security interests in respect of their respective entitlement to the Project Land and the Residential Towers '1' and '2' (proposed to be constructed therein) in favour of the Housing Development Finance Corporation Limited {"**HDFC Ltd**"} (since merged with HDFC Bank Limited ("**HDFC Bank Ltd**") pursuant to the composite scheme of amalgamation sanctioned by the National Company Law Tribunal), vide Unilateral Deeds of Simple Mortgage, details of which are stated in **Annexure F** annexed hereto. HDFC Bank Ltd. has given its NOC for sale of the said premises agreed to be acquired by the Apartment Holder under this Agreement (copy whereof is annexed hereto and marked as **Annexure G**);
- Y. Save as stated in the hereinabove recited Title Certificate read with the Recitals herein contained, the development rights with respect to the Project Land (more particularly described in the First Schedule hereunder written) is vested in the Developer and the right to sell/transfer and execute the appropriate document/s of transfer in respect of, inter alia, the premises in the Residential Towers '1' and '2' (which includes the premises agreed to be acquired by the Apartment Holder under this

Agreement) and to receive the sale consideration thereof, is vested in the Developer, as provided in the above recited said Agreement;

- Z.** The Developer is entitled to transfer and is agreeing to transfer the apartments/flats/premises comprised in the Residential Tower '2' of the Project named "**Raheja Modern Vivarea**" (which includes the premises agreed to be acquired by the Apartment Holder under this Agreement), on what is known as "Ownership Basis", as contemplated by the Maharashtra Ownership Flats Act, 1963 {"**MOF Act**"}, and the Apartment Holder would be enrolled as a member of the Condominium (as and when formed in pursuance of this Agreement and compliance of the terms hereof) and the Deed of Apartment would be executed, as provided by the MAO Act, after completion by the Developer of the entire development of the Project Land, subject to the rights/entitlements of the Developer and the Present Landowner as provided in this Agreement and in accordance with the applicable provisions of the RERA Act read with the MahaRERA Rules and Regulation/s, Order/s, Circular/s, FAQ/s, Clarification/s and amendment/s thereto, from time to time {collectively referred to as "**RERA**"};
- AA.** As hereinabove recited, the Developer has registered the Residential Tower '2' (being Phase 2 of the Project named "**Raheja Modern Vivarea**") under the provisions of the RERA with the Maharashtra Real Estate Regulatory Authority with Project Registration No. **P51900034288** and authenticated copy of the RERA Registration Certificate is annexed hereto and marked as **Annexure H**;
- BB.** The Apartment Holder has agreed to acquire from the Developer, on ownership basis, the Apartment No. **1501** {hereinafter referred to as the "**said premises**"} to be located on the **15th** Residential Floor of the Residential Tower '2', and shaded on the **Floor Plan** hereto annexed and marked as **Annexure I (Plan A-1)** (which is as per the present approved building plans) on the terms and conditions set out in this Agreement and with full notice of the terms and conditions and provisions contained in the documents/writings referred to in the Recitals hereinabove and subject to the terms and conditions herein contained and the applicable provisions of the MOF Act, MAO Act and RERA;
- CC.** Under Section 13 of the said RERA Act read with Rule 10 of the MahaRERA Rules and Section 4 of the MOF Act, the Developer/Present Landowner is required to execute a written Agreement for sale of said premises with the Apartment Holder, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

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

1. The Recitals hereinbefore contained in this Agreement shall form an integral part and parcel of this Agreement and the provisions contained therein shall be treated as incorporated in this operative part.
2. **PROPOSED DEVELOPMENT SCHEME:**

It is expressly clarified, informed and disclosed by the Developer to the Apartment Holder as under:

- 2.1. the Developer has got the amended approval for development of the Schedule Property {herein also referred to as the **“Project Land”** and more particularly described in the First Schedule hereunder written and shown bounded red on the **Plan** annexed hereto and marked **Annexure A (Plan – II)**} and has got the amended layout {herein referred to as the **“Layout”**} sanctioned in respect thereof. It is clarified by the Developer that such Layout is an interim layout and the Developer reserves the right and proposes to further amend, change or revise the said Layout, from time to time, so as to utilise/consume, in phases, the optimum and maximum development potential (present and future) (presently estimated at approx. 72,050.75 square meters) in the Project Land, till the completion of the entire development thereof as provided in this Agreement), and in accordance with the plans as may ultimately be approved and/or amended and sanctioned by the Municipal Corporation of Greater Mumbai {**“M.C.G.M.”**} and/or other bodies and/or authorities concerned; but without altering the location, area and amenities of the premises agreed to be acquired by the Apartment Holder in terms of this Agreement;
- 2.2. the Developer is/will be developing the Project Land by constructing thereon (in a phase-wise manner) the Real Estate Project named **‘Raheja Modern Vivarea’**, comprising of:
 - 2.2.1. the Residential Tower ‘1’ (as Phase 1 of the said Project), consisting of 2 (Two) level basements, ground floor, 6 (Six) podium levels (for parking), stilt level (for amenities), residential apartments from the 1st (First) to the 40th (Fortieth) habitable upper floors (and additional Refuge Floors/Areas, service floor/s, etc. on the specified floors in the said Residential Tower ‘1’, as may be required under the provisions of the development regulations, as may be applicable, from time to time).
and
 - 2.2.2. the Residential Tower ‘2’ (as Phase 2 of the said Project), consisting of 2 (Two) level basements, ground floor, 6 (Six) podium levels (for parking), stilt level (for amenities), residential apartments from the 1st (First) to the 41st (Forty-First) habitable upper floors (and additional Refuge Floors//Areas, service floor/s, etc. on the specified floors in the said Residential Tower ‘2’, as may be required under the provisions of the development regulations, as may be applicable, from time to time),
in accordance with the proposed plans, as may be approved by the M.C.G.M., and other public authorities, from time to time.

3. PHASE 1 OF THE PROJECT (VIZ. RESIDENTIAL TOWER ‘1’ AS PRESENTLY SANCTIONED):

- 3.1. The Developer has commenced development of the Residential Tower ‘1’ on portion of the Project Land and is/ will be constructing the same, in phases, in accordance with the building plans presently sanctioned by the M.C.G.M., with such variations, modifications and amendments as proposed/disclosed by the Developer in this Agreement and as may be required by the sanctioning authorities and as may be further sanctioned/approved by the M.C.G.M., from time to time.
- 3.2. As per the present sanctioned amended building plans, the Residential Tower ‘1’ is to comprise of 2 (Two) level basements, ground floor, 6 (Six) podium levels (for parking), stilt level (for amenities), residential apartments from the 1st (First) to the 40th (Fortieth) habitable

upper floors (and additional Refuge Floors/Areas, service floor/s, etc. on the specified floors in the said Residential Tower '1'.

- 3.3. The location of the aforesaid Residential Tower '1' is indicated on the **Plan** annexed hereto and marked as **Annexure A (Plan I and II)** and the schematic section drawing annexed hereto and marked as **Annexure A (Plan III)** shows (a) the sanctioned residential parking floors shaded blue and (b) the sanctioned habitable residential floors shaded light violet and (c) tentative location of the Refuge areas and service floors which are to be provided for the Residential Tower '1' as required by the regulations;

4. PHASE 2 OF THE PROJECT [VIZ. PROPOSED RESIDENTIAL TOWER '2' (AS AN EXTENSION/WING TO THE RESIDENTIAL TOWER '1')]:

- 4.1. It is expressly clarified, informed and disclosed by the Developer to the Apartment Holder that the Developer has commenced construction of the Residential Tower '2' on another portion of the Project Land (as an extension/Wing to the aforesaid Residential Tower '1'), consisting of 2 (Two) level basements, ground floor, 6 (Six) podium levels (for parking), stilt level (for amenities), residential apartments from the 1st (First) to the 41st (Forty- First) habitable upper floors (and additional Refuge Floors/Areas, service floor/s, etc. on the specified floors in the said Residential Tower '2', as may be required under the provisions of the development regulations, as may be applicable, from time to time) {hereinafter referred to as the "**Phase 2 Development**"}, subject to the approvals and/or sanctions as may be obtained from the authorities, from time to time.
- 4.2. As per the present sanctioned amended building plans, the Residential Tower '2' is to comprise of 2 (Two) level basements, ground floor, 6 (Six) podium levels (for parking), stilt level (for amenities), residential apartments from the 1st (First) to the 30th (Thirtieth) habitable upper floors (and additional Refuge Floors/Areas, service floor/s, etc. on the specified floors in the said Residential Tower '2').
- 4.3. The location of the aforesaid Residential Tower '2' is indicated on the **Plan** annexed hereto and marked as **Annexure A (Plan I and II)** and the **Schematic Section** drawing annexed hereto and marked as **Annexure A (Plan III)** shows (a) the sanctioned residential parking floors shaded blue and (b) the sanctioned habitable residential floors shaded light violet and (c) tentative location of the Refuge areas and service floors which are to be provided for the Residential Tower '2' as required by the regulations;
- 4.4. It is proposed to touch/join/connect such Residential Tower '2' to/at certain levels of the aforesaid Residential Tower '1' as indicated in the Schematic Section drawing annexed hereto and marked as **Annexure A – Plan III**.
- 4.5. The Developer may construct/erect a green area on a certain floor level of the Residential Tower '2', subject to sanction/approval of the M.C.G.M. and/or concerned authorities for the use and benefit, in common, of all the holders/purchasers of premises in the Residential Towers '1' and '2' (as may be finally constructed in the Layout/ Project Land).

5. PROPOSED VARIATIONS IN THE SANCTIONED LAYOUT/BUILDING PLANS:

It is expressly clarified, informed and disclosed by the Developer to the Apartment Holder that in the course of the proposed development of the Project Land, by utilising/ consuming the optimum

and maximum development potential (present and future) of and utilizable on the Project Land, over a period of time, in a phase-wise manner, as aforesaid:

- 5.1. the Common R.G. for the amended layout in respect of the Project Land may be relocated/shifted (partly/wholly) to another portion of the Project Land.
- 5.2. The Developer proposes to and reserves the right and shall be entitled to further revise the aforesaid sanctioned building plans (but without reducing the carpet area and dimensions of the premises agreed to be acquired by the Apartment Holder under this Agreement and without altering the location thereof and the amenities thereto)
 - 5.2.1 in the event of amalgamation of two or more apartments as the Developer may decide (at its sole discretion, considering the uncertainties relating to approvals/development regulations/exigencies), to enclose/ amalgamate portion of the area/space (admg. approx. 10 square meters) which is located/to be located between the front doors of the concerned apartments (which are proposed to be amalgamated),
- 5.3. The Developer shall be entitled to amalgamate and/or partition in accordance with the provision of the applicable law any or all of the Unsold Apartments into larger / smaller apartments capable of separate and independent ownership, use and occupation with proper access to the respective Apartments along the General Common Areas and Facilities and the Limited Common Areas and Facilities in respect of such Apartment, if any. As and when the partition is effected by the Developer, the proportionate undivided share, rights, title and interest in the Project Land, and in the General Common Areas and Facilities will be proportionately divided between the respective smaller apartments.
- 5.4. It is clarified by the Developer that the refuge (part/whole), service floors as per present sanctions shall be changed (and/or not be provided/constructed) depending on the phase wise development and the development regulations/revised regulations (as may be applicable, from time to time); accordingly the existing refuge (part/whole), service floors shall be subject to conversion to Apartments with revised refuge (part/whole), service floors at revised levels, as may be/if required/permited and sanctioned by the authorities.
- 5.5. the said Residential Towers '1' and '2' (as may be finally constructed) in the Project "**Raheja Modern Vivarea**" will have provision to facilitate use/benefit of the infrastructural facilities/conveniences by the purchasers/ owners/ occupants of premises in the said Residential Towers '1' and '2' (including ingress/ egress to and from the parking spaces, lift lobbies, entrance lobbies, etc.) as may be finalised by the Developer, at its sole discretion (considering that the Project is being developed as a composite project to be carried out in phases), in accordance with the applicable rules and regulations;

The Apartment Holder expressly consents to all such variations, as may be decided by the Developer and shall not raise any objection whatsoever to the same, so long as the same are in accordance with the provisions contained in **Clause 44 below**. This consent shall be considered to be the Apartment Holder's consent contemplated by Section 7(1) (i) and (ii) of the MOF Act and RERA. It is clarified

that specific and suitable provisions/covenants for the above shall be made in the Declaration/Deed of Apartment/Transfer to be executed in favour of the Apartment Holder.

6. It is expressly clarified and declared/disclosed by the Developer that:
 - 6.1. the Floor Space Index available as on date in respect of the Project Land is 59,070.34 square meters only and the Developer has planned to utilize Floor Space Index of approx. 72,050.75 square meters, in phases, in the said Real Estate Project by availing of TDR or F.S.I. available on payment of premiums or F.S.I. available as incentive F.S.I. by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased F.S.I. which may be available in future on modification to Development Control Regulations, which are applicable to the said Real Estate Project.
 - 6.2. The Developer hereby declares that the Floor Space Index being utilized in the construction of the Residential Tower '2' (as sanctioned) as on date is 24,357.31 square meters only and the Developer proposes to utilize F.S.I. of 35,337.72 square meters (exclusive of Fungible and areas which are permitted free of F.S.I.) in the phase-wise construction of the said Residential Tower '2' as provided in this Agreement as per the provisions of the Development Control Regulations/revised regulations, as may be applicable to the Project Land, from time to time.
 - 6.3. The Apartment Holder has agreed to purchase the said premises being aware about the proposed construction and sale of apartments to be carried out by the Developer by utilizing the aforesaid declared F.S.I. and on the understanding that the aforesaid declared F.S.I. shall only belong to the Developer and the Present Landowner (in keeping with their respective

entitlements) as provided in the hereinabove recited said Agreement for Sale and further writings as may be executed between them, to the exclusion of the Apartment Holder.

- 6.4. in the course of the aforesaid proposed optimum development, in phases, of the entire Project Land, the Developer has utilised/shall be entitled to utilise, inter alia, all/any of the following:
- 6.4.1. the inherent Floor Space Index (existing, unutilised and/or available) relating to the Project Land, as permissible under the applicable D. C. Regulations, as may be in force, from time to time.
 - 6.4.2. the F.S.I. granted under the D. C. Regulations, 1991, in respect of the set-back lands which have been handed over to the M.C.G.M., in accordance with the prevailing D.C. Regulations.
 - 6.4.3. the benefit of the F.S.I. which shall be made available in lieu of the Amenity open space which has been handed over to the M.C.G.M.
 - 6.4.4. F.S.I. (as may be available for lifts, staircases, lift lobbies, etc.),
 - 6.4.5. Fungible F.S.I.
 - 6.4.6. the benefits (present and future) of the other provisions of the applicable D.C. Regulations, as are subsisting at present and/or as may be revised/amended, from time to time.
 - 6.4.7. Additional Floor Space Index as may, from time to time, be available in respect of the Project Land, on account of:
 - 6.4.7.1. an overall increase in the F.S.I. relating to the Project Land and/or on account of the proposed new DCR being effective/ revisions in the DCR in the future and/or
 - 6.4.7.2. additional F.S.I. and/or compensatory F.S.I. and/or further F.S.I. benefit being purchased/acquired by the Developer before the entire development of the Project Land is completed.

7. Total Purchase Consideration:

- 7.1. The Apartment Holder hereby agrees to acquire from the Developer, on what is known as "Ownership Basis", the Apartment No **1501** {hereinafter referred to as the "**said premises**" or the "**said Apartment**" } to be located on the **15th** habitable Floor of the Residential Tower '2' and shaded on the **Floor Plan** hereto annexed and marked as **Annexure I (Plan A-1)** (which is as per the present approved building plans), at or for the agreed price (for the constructed said premises) of **Rs. 17,29,21,459/- (Rupees Seventeen Crore Twenty Nine Lakh Twenty One Thousand Four Hundred and Fifty Nine Only)** {"**Total Purchase Consideration**"}. As per RERA, the carpet area of the said premises shall be **2811 square feet (i.e. 261.16 square meters)** and such area does not include the total area of the balconies/verandah/open terraces (which is appurtenant to the net usable floor area of the said premises and meant for the exclusive use of the Apartment Holder), which is **78 square feet (equivalent to 7.27 square meters)**. The aforesaid Total Purchase Consideration includes the proportionate price of the balconies/verandah/open terraces (which is appurtenant to the net usable floor area of the said premises and meant for the exclusive use of the Apartment

Holder). As per the MOF Act, the carpet area of the said premises shall be **2088 square feet** (i.e. **193.95 square meters**) and such area is inclusive of the area of the balconies.

7.2. If there is any reduction in the carpet area of the said premises within the defined limit of 3% (Three percent) then the Developer shall refund the excess money paid by the Apartment Holder within 45 (forty-five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Apartment Holder. If there is any increase in the carpet area of the said premises hereby agreed to be acquired by the Apartment Holder, which is not more than 3% (Three percent) of the carpet area of the Apartment, the Developer may demand additional amount from the Apartment Holder towards the Total Purchase Consideration which shall be payable by the Apartment Holder prior to taking possession of the said premises. All these monetary adjustments shall be made at the same rate per square meter as agreed in **sub-clause 7.1. above**. In such event, it is agreed by the parties hereto that a nominated surveyor/architect/ qualified professional shall be mutually appointed to take his/her expert opinion as regards the measurement of the carpet area of the said premises and the opinion of such professional shall be accepted by the parties hereto as final and conclusive.

8. The aforesaid agreed Total Purchase Consideration of **Rs. 17,29,21,459/- (Rupees Seventeen Crore Twenty Nine Lakh Twenty One Thousand Four Hundred and Fifty Nine Only)** has been/shall be paid by the Apartment Holder to the Developer as under:-

8.1. By payment of **Rs. 1,72,92,146/- (Rupees One Crore Seventy Two Lakh Ninety Two Thousand One Hundred and Forty Six Only)**, prior to/on the execution of this Agreement (which does not exceed 10% of the Total Purchase Consideration) as advance payment or application fee (the receipt whereof the Developer does hereby acknowledge and confirm);

8.2. By making the under mentioned part-payments towards the balance of the Total Purchase Consideration payable for the said premises, which part-payment/s shall be made by the Apartment Holder to the Developer by the instalments specified in the **Annexure J** annexed hereto (time being the essence of payment).

The last instalment of the Total Purchase Consideration, being 5% (Five Percent) of the Total Purchase Consideration, shall be paid, vide Pay Order only, against and at the time of handing over of the possession of the said premises to the Apartment Holder, in accordance with the provisions of **Clause 12 below**.

8.3. The aforesaid Total Purchase Consideration shall be paid by the Apartment Holder in the name "**Krcpl Raheja Modern Vivarea South Tower Coll Escrow Account No. 57500000835050**" with **HDFC Bank**. The Developer shall maintain a separate account in respect of sums received by the Developer from the Apartment Holder as per the provisions of this Agreement, provided that the Developer shall be allowed to withdraw the sums received from the Apartment Holder from its account and utilize the same as contemplated and permitted under the RERA Act read with the MahaRERA Rules.

8.4. The Total Purchase Consideration above excludes Taxes (consisting of tax paid or payable by the Developer by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the said Residential Tower '2' of the Project, payable by the Developer) up to the date of handing over the possession of the said premises. The Apartment Holder specifically agrees that he/she/they shall pay the aforesaid

amount alongwith the GST and such other taxes, cesses, charges, etc. (as may be applicable) without any delay alongwith each instalment.

- 8.5. The Total Purchase Consideration is escalation-free, save and except escalations/ increases, due to increase on account of development and/or betterment charges or other levy 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 Developer undertakes and agrees that while raising a demand on the Apartment Holder for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developer 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 Apartment Holder, which shall only be applicable on subsequent payments. In the above event, the aforesaid charges, etc. shall be borne and paid by all the purchasers/holders/owners of apartments/flats/premises in the Residential Towers '1' and '2' (as may be finally constructed by the Developer in the Project Land) in proportion to the respective area of their respective premises. It is clarified that any development and/or betterment charges for the period after the expiry of the date of completion of the entire project named "**Raheja Modern Vivarea**" as registered with the authorities (which shall include the extension of registration, if any, granted by the authorities), the same shall not be charged from the Apartment Holder.
- 8.6. It is expressly agreed by the parties hereto that any deduction of an amount made by the Apartment Holder on account of Tax Deducted at Source (TDS) under the applicable provisions of Section 194-IA of the Income Tax Act, 1961 read with the Income Tax Rules, 1962, from time to time, while making any payment of any consideration amount (as may be defined and applicable under the provisions of the Income Tax Act, 1961 read with the Income Tax Rules, 1962 (including any amendments under the applicable law pertaining to the same)) to the Developer under this Agreement shall be acknowledged / credited by the Developer, only upon the Apartment Holder submitting in a timely manner to the Developer (against acknowledgment) the original TDS certificate for the amount so deducted and the said TDS certificate is matching with the information as available on Income Tax Department website for this purpose. It is clarified that the word 'consideration' mentioned in this sub-clause is to be read and construed as may be defined and applicable under the provisions of the Income Tax Act, 1961 read with the Income Tax Rules, 1962 (including any amendments under the applicable law pertaining to the same). In this regard the Apartment Holder acknowledges that the Apartment Holder has received from the Developer, the Permanent Account Number allotted to the Developer under the provisions of the Income Tax Act, 1961.

Provided further that latest at the time of handing over the possession of the said premises, in the event any TDS has been effected by the Apartment Holder and the Apartment Holder fails to furnish to the Developer the TDS certificate for such deduction, the Apartment Holder shall, prior to taking possession, deposit an equivalent amount as interest free security deposit (Deposit) with the Developer, which Deposit shall be refunded by the Developer on the Apartment Holder furnishing the TDS certificate to the Developer, in accordance with the provisions stated above, within 1 (one) months of taking possession. Provided further that in case the Apartment Holder fails to produce such TDS certificate within the stipulated period of 1 (one) month, the Developer shall be entitled to appropriate the said deposit towards the amount/s payable by the Apartment Holder to the Developer, on account of lack of such TDS

certificate and further that the Developer shall not be liable to refund the said Deposit. It is expressly clarified that any default on the part of the Apartment Holder to comply with the applicable provisions of Section 194-IA of the Income Tax Act, 1961 read with the Income Tax Rules, 1962, from time to time, shall be to the costs and consequences of the Apartment Holder.

9. It is an essential and integral term and condition of this Agreement and of the title to be created under this Agreement by the Developer in favour of the Apartment Holder in respect of the said premises, that
 - 9.1. Only after the entire Total Purchase Consideration and all the amounts due and payable by the Apartment Holder under this Agreement are received by the Developer from the Apartment Holder, the Apartment Holder shall be entitled to the possession of the said premises (as provided in **Clause 12 below**).
 - 9.2. If the Apartment Holder commits default and/or fails to pay any of the instalments of the balance Total Purchase Consideration (as specified in **sub-clause 8.2 above**) to the Developer, the Apartment Holder shall be treated as having committed a default in paying the agreed Total Purchase Consideration. It is clarified that payment/s received vide cheque/s by the Developer will be considered to be paid to the Developer only on the realisation/s thereof.

10. If the Apartment Holder commits/has committed (a) 3 (Three) defaults of payment of instalment/s on the due date and/or (b) default in payment on the due date of the final instalment as aforesaid or of any amount/s due and payable by the Apartment Holder to the Developer under this Agreement (including all deposits and the proportionate share of taxes levied by the concerned local authority and other outgoings) (time being of the essence) and if the default continues in-spite of 15 (fifteen) days prior written notice sent by the Developer to the Apartment Holder, by Registered Post A.D. and email at the address provided by the Apartment Holder, the Developer shall be at liberty to terminate this Agreement, in which event, inter alia, a sum equivalent to 10 % (Ten percent) of the Total Purchase Consideration shall stand adjusted/ forfeited (out of the instalments of the Total Purchase Consideration till then paid by the Apartment Holder to the Developer) towards liquidated damages. In the event of the Developer terminating this Agreement, the Developer shall, latest within 30 (thirty) days of such termination, refund to the Apartment Holder the balance instalments of the Total Purchase Consideration (i.e. after adjustment/ forfeiture of **10 %** (Ten percent) as aforesaid) which may have till then been paid by the Apartment Holder to the Developer (but without any further amount by way of interest or otherwise) and after deducting all amounts due and payable by the Apartment Holder under the provisions of this Agreement (which shall include the amount/s specified in **sub-clause 8.5 above**), if any, which are payable/ reimbursable by the Apartment Holder to the Developer. The parties to this Agreement shall execute and register a Deed of Cancellation of this Agreement simultaneously with the aforesaid refund payment. It is further clarified that in the event of termination of this Agreement by the Developer (as provided in this Clause) if any amount/s have been paid/reimbursed by the Apartment Holder to the Developer towards GST (as specified in this Agreement), the same shall be refunded by the Developer to the Apartment Holder subject only upon the same being received by the Developer from the concerned government/ statutory authorities and only to the extent received. On the Developer terminating this Agreement under this Clause and paying the refund as aforesaid, the

Developer shall be entitled and at liberty to transfer and dispose off the said premises to any other person as the Developer deems fit, at such price and on such terms as the Developer may determine and the Apartment Holder shall have no right/claim of any nature whatsoever relating to the said premises or against the Developer.

11. Without prejudice to the Developer's other rights under this Agreement and/or in law, the Apartment Holder shall be liable to and shall pay to the Developer interest as per the State Bank of India highest Marginal Cost of Lending Rate plus 2% (Two percent)) per annum on all amounts that become due and payable by the Apartment Holder under this Agreement from the date the said amount is payable by the Apartment Holder to the Developer till the date of actual payment. Notwithstanding any terms and/or instructions for appropriation/s which the Apartment Holder may specify at the time of payment, the Developer will be entitled, at its discretion, to appropriate all payments received from the Apartment Holder first towards the interest and/or taxes/statutory charges payable/reimbursable (if any) by the Apartment Holder (as per the provisions of this Agreement) and then towards the principal amount payable. The Developer will also have a charge on the said premises for all amount/s (including interest thereon) which become due and payable to the Developer by the Apartment Holder (under the provisions of this Agreement) till such time as the said outstanding amount/s (including interest thereon) are paid to the Developer.
12. Possession of the said premises shall be delivered to the Apartment Holder after the said premises is ready for use and occupation and the requisite occupancy certificate is received for the same PROVIDED all the amounts due and payable by the Apartment Holder under this Agreement are received by the Developer. The Apartment Holder shall take possession of the said premises within 15 (fifteen) days of the Developer giving written notice to the Apartment Holder intimating that the said premises is ready for use and occupation.
 - 12.1. If, on expiry of 15 (fifteen) days from the date of receipt of the intimation to take possession, the Apartment Holder fails to make payment of all the amounts payable at the time of possession (as per the provisions of this Agreement) and/or fails to take possession of the said premises, then the same shall be considered as an event of default as defined in **Clause 10 above**.
 - 12.2. Without prejudice to its other rights under this Agreement, the Developer shall, at its sole discretion, be entitled to condone the delay or default on the part of the Apartment Holder on the condition that the Apartment Holder shall, in addition to all its other liabilities and obligations herein, including payment of all the amounts payable at the time of possession (as per the provisions of this Agreement), bear and pay to the Developer, separate/independent pre-estimated fixed charges, in addition to (and not in substitution of) interest, calculated at the rate of **Rs.200/- (Rupees Two Hundred Only)** per square meter Carpet Area (RERA) and open/enclosed/utility balconies of the said premises per month plus applicable GST thereon (hereinafter referred to as the "**Holding Charges**") after the expiry of 1 (one) month from the date of receipt of the intimation to take possession, till the Apartment Holder complies with his/her/its obligations and takes possession of the said premises. It is clarified that:

- 12.2.1. any part of the month will be reckoned as a complete month towards payment of the aforesaid Holding Charges.
- 12.2.2. till the time the Apartment Holder takes over the possession of the said premises, the Holding Charges shall be a distinct charge in addition to the maintenance charges and not related to any other charges/consideration as provided in terms and conditions hereof.
- 12.2.3. during the period of such delay in taking of possession by the Apartment Holder, the said premises shall remain locked and shall continue to be in possession of the Developer but at the sole risk, responsibility and cost of the Apartment Holder in relation to its deterioration in physical condition.
- 12.3. Notwithstanding anything stated in **sub-clause 12.2. above**, upon expiry of a period of 90 (ninety) days from the date of receipt by the Apartment Holder of the intimation to take possession, the Developer shall, in addition to the right to levy Holding Charges as stated hereinabove, be entitled at its sole discretion to cancel this Agreement and refund the payments received from the Apartment Holder in accordance with the provisions of **Clause 10** of this Agreement.

13. **POSSESSION**

- 13.1. Possession of the said premises shall be delivered by the Developer to the Apartment Holder by the end of "**September 2028**" (being the present Project Validity), in accordance with the provisions of **Clause 12 above**, subject to **sub-clauses 13.2. and 13.3. below**.
- 13.2. The Developer shall not incur any liability if it is unable to deliver possession of the said premises by the aforesaid date if the completion of the said Residential Tower '2' is delayed by reason of any act of God, pandemic, lockdown, civil war, act/s of terrorism, civil strife, strike, riots or on account of any Court Proceedings or any notice, order, rule, regulations or notification of the Government and/or any other public or Competent Authority or any order passed by any Court / competent authority/ judicial / quasi-judicial / body or administrative authority and/or extension of time for giving possession as may be permitted by the Regulatory Authority under RERA due to such circumstances as may be deemed reasonable by the Authority and in any of the aforesaid events the time for delivery of possession of the said premises to the Apartment Holder shall stand extended by such period of delay.
- 13.3. It is expressly clarified by the Developer and agreed by the Apartment Holder that if the Apartment Holder desires any modification/s in the specification/s and amenities to be provided in the said premises and offers to make payment of the additional charges for such modification to the Developer in advance and if the Developer accepts such offer, then the time required for such modification shall be added to the time for delivery of possession of the said premises to the Apartment Holder.
- 13.4. It is clarified that the common facility/ies and/or amenity/ies (referred to in **sub-clause 37.1. below** and listed in the **Annexure K** annexed hereto) which are to be located in the said Project comprising of the Residential Towers '1' and '2' shall be available for use by the time the development of the said Project is completed. The Apartment Holder shall have no objection to the Developer carrying out the work on the aforesaid common facility/ies and/or amenity/ies to be located in the said Project, after taking over possession of the said premises.

14. If, for any reason the Developer is unable or fails to give possession of the said premises to the Apartment Holder by the date specified in **sub-clause 13.1 above**, and also any further extended date/s, as the case may be (whichever is later), then and in such case only, the Apartment Holder shall be entitled to give notice to the Developer terminating this Agreement.
- 14.1. In the event of the Apartment Holder terminating this Agreement, the Developer shall, within 30 (thirty) days from the receipt of such notice refund to the Apartment Holder the total amounts already received by the Developer from the Apartment Holder (as per the provisions of this Agreement) together with interest thereon as per the State Bank of India highest Marginal Cost of Lending Rate plus 2% (Two percent) per annum from the date of receipt of each instalment/payment of the aforesaid Total Purchase Consideration/deposits/charges respectively, till the repayment thereof. The Developer shall also pay to the Apartment Holder a sum of Rs. 50,000/- (Rupees Fifty Thousand only) as compensation/liquidated damages in respect of such termination. It is further clarified that in the event of termination of this Agreement by the Apartment Holder (as provided in this Clause) if any amount/s have been paid/reimbursed by the Apartment Holder to the Developer towards GST (as specified in **sub-clause 8.5 above**), the same shall be refunded by the Developer to the Apartment Holder subject only upon the same being received by the Developer from the concerned government/statutory authorities and only to the extent received. Upon such termination and receipt of the refund by the Apartment Holder, the Apartment Holder shall have no claim whatsoever against the Developer relating to the said premises or arising out of this Agreement and the Developer shall be fully and absolutely entitled to deal with or sell/transfer/dispose off the said premises in any manner to any person at such price and upon such terms, as the Developer may deem fit, without any reference to or recourse by the Apartment Holder. The parties to this Agreement shall execute and register a Deed of Cancellation of this Agreement simultaneously with the aforesaid refund payment.
- 14.2. In the event of the Apartment Holder not terminating this Agreement, the Developer shall be liable to pay to the Apartment Holder interest as per the State Bank of India highest Marginal Cost of Lending Rate plus 2% (Two percent) per annum on all the amounts paid by the Apartment Holder to the Developer for each month of delay till the handing over the possession of the said premises.
- 14.3. If as a result of any legislative order or regulation or direction of the Government or public authorities or an aforesaid Force Majeure condition which cannot be resolved within a reasonable time, the Developer is unable to complete the said Residential Tower '2' and/or to give possession of the said premises to the Apartment Holder, the only responsibility and liability of the Developer will be to return to the Apartment Holder the total amount (attributable to the said premises) that has been received from the Apartment Holder (in terms of this Agreement) and, save as aforesaid, the Apartment Holder shall have no right/claim of any nature whatsoever relating to the said premises or against the Developer or otherwise on any account whatsoever and howsoever.
15. Upon intimation to take possession of the said premises being given by the Developer and received by the Apartment Holder, he/she it/they shall be entitled to the use and occupation of the said premises as per the provisions of this Agreement. Upon the Apartment Holder taking possession of

the said premises he/she/it/they shall have no claim against the Developer in respect of any item of work in the said premises which may be alleged not to have been carried out or completed. If within a period of 5 (five) years from the date of handing over the said premises to the Apartment Holder, the Apartment Holder brings to the notice of the Developer any structural defect in the said premises or the said Residential Tower '2' in which the said premises is/are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer at its own cost and in case it is not possible to rectify such defects, then the Apartment Holder shall be entitled to receive from the Developer, compensation for such defect in the manner as provided under the Act.

It is expressly clarified that:

- 15.1. The Present Landowner shall not be liable for any defects as aforesaid, as all construction work relating to the said Project (which includes the Residential Towers '1' and '2') is being undertaken by the Developer and hence the Developer shall be solely liable for any defects (as aforesaid), subject to and in accordance the provisions of **sub-clauses 15.2., 15.3 and 15.4. below.**
 - 15.2. The Developer shall not be liable for any defects as aforesaid if the same have been caused by reason of the Apartment Holder/s carrying/having carried out any alterations of any nature whatsoever in the structure of the said premises/said Residential Tower '2', which shall include but not be limited to columns, beams, etc. or in the fittings therein. In particular it is clarified and expressly agreed that the Apartment Holder/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Developer the defect liability shall automatically become void.
 - 15.3. The word 'defects' in this clause means only the manufacturing and workmanship defect/s caused on account of neglect on the part of the Developer and shall not mean defect/s caused by normal wear and tear and/or by negligent use of the said premises by the Apartment Holder /authorized occupants/vagaries of nature. The Apartment Holder has been made aware and the Apartment Holder agrees that the regular wear and tear of the said premises/Residential Tower '2' includes minor hairline cracks on the external and internal walls excluding the RCC structure and the same do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
 - 15.4. Before any liability of defect is claimed by the Apartment Holder, the parties agree to appoint an expert who shall be a nominated licensed surveyor who shall survey and assess the same and then submit a report with regard to the material used in the structure of the said premises/Residential Tower '2' (as may be finally constructed by the Developer in the Project Land) and in the workmanship executed keeping in mind the aforesaid clauses of this Agreement.
16. Commencing 15 (fifteen) days after receipt by the Apartment Holder of the notice from the Developer to the Apartment Holder calling upon the Apartment Holder to take possession as the said premises is ready for use and occupation, the Apartment Holder shall (whether possession of the said premises is taken or not by the Apartment Holder) be liable to bear and pay all taxes and charges for electricity and other services and the outgoings and/or deposits payable in relation to/in

respect of the said premises, as provided in **Clauses 17 and 18 below**. It is expressly clarified that the Developer shall be liable to bear and pay all taxes and other outgoings payable in relation to/in respect of the said premises only till the expiry of 15 (fifteen) days after the aforesaid notice from the Developer is received by the Apartment Holder (calling upon the Apartment Holder to take possession as the said premises is ready for use and occupation).

17. It is clarified by the Developer to the Apartment Holder and agreed and confirmed by the Apartment Holder that:
 - 17.1. The Apartment Holder agrees and binds himself to regularly deposit the further deposits towards maintenance and management of the common areas and the facilities/utilities/services/conveniences and infrastructures in the said Project (viz. Residential Towers '1' and '2' (as may be finally constructed)) and the Project Land (to the extent attributable to the said premises), as provided in **Clause 18 below** and
 - 17.2. The Apartment Holder shall also pay to the Developer, within 15 (fifteen) days from receipt of the intimation to take possession as provided in **Clause 16 above**, a lumpsum amount of **Rs. 30,33,850/- (Rupees Thirty Lakh Thirty Three Thousand Eight Hundred and Fifty Only)** towards the provision for Air Conditioning equipment (including false ceiling for the same) for the said premises.
 - 17.3. The Apartment Holder shall also pay to the Developer, the usage charges as may be prescribed by the Developer (or the authority/agency as may be appointed by the Developer for managing/maintaining, inter alia, the Common Recreational amenities and facilities to be located in the said Project (viz. Residential Towers '1' and '2' (as may be finally constructed)), once the same are ready for use, including charges of such authority/agency and applicable taxes thereon.
 - 17.4. The Apartment Holder shall bear and pay (or reimburse to the Developer) the GST (and other taxes/levies) as may be chargeable on all the aforesaid charges/payments, contribution/s, legal expenses and/or ad hoc amounts and/or deposits that may be payable by the Apartment Holder in accordance with this Agreement (including this **Clause 17 and Clause 18**)
18. It is clarified by the Developer to the Apartment Holder and agreed and confirmed by the Apartment Holder that :
 - 18.1. The Apartment Holder agrees and binds himself/herself/itself/themselves to bear and pay to the Developer/Condominium (when formed) his/her/its/their proportionate share (to the extent attributable to the said premises) of the expenses and outgoings for the maintenance/ management/ repair/replacement of the Project Land and the said Residential Towers '1' and '2' (as may be finally constructed), its compound, common areas and facilities, lift/s, common lights, infrastructural utilities/ services/facilities/ conveniences, etc. and including (but not limited to) proportionate share of Insurance Premium, if any, statutory payments (including taxes, land revenue, cesses, levies, statutory charges, etc.) that may, from time to time, be levied by the statutory authorities in respect of/against the said Project (viz. Residential Towers '1' and '2' (as may be finally constructed)) and the Project Land (to the extent attributable to the said premises), and including proportionate share of water taxes and water consumption charges, and other outgoings incurred in connection with the Project Land and the said Project (viz. Residential Towers '1' and '2' (as may be finally constructed)).

The Developer shall endeavor to provide for the M.C.G.M. to issue separate bills for the property taxes in respect of each flat/apartment/premises in the said Residential Towers '1' and '2', on the capital value of the respective flat/apartment/ premises, as may be assessed by the M.C.G.M. and the Apartment Holder agrees to co-operate with the Developer for the same. It is expressly agreed by the Apartment Holder that the Developer shall be entitled, to make the requisite representation on behalf of the apartment holders of the said Residential Towers '1' and '2' for the said purpose and the Apartment Holder expressly authorizes the Developer to make the required representations (on behalf of the Apartment Holder) to the M.C.G.M. to issue separate bills for the property taxes in respect of the said premises. Upon the bills for property taxes being separately issued by the M.C.G.M. in respect of each flat/apartment/premises in the said Residential Tower '1' and Residential Tower '2', each apartment holder shall be liable to pay his/her/their property taxes as per the bills issued by the M.C.G.M., in respect of their respective flat/apartment/ premises and the Developer will not be liable or responsible for the same. It is clarified that the property taxes for the Common Areas in the Residential Tower '2' and/or the Project Land (to the extent proportionately attributable to the account of the Apartment Holder) will continue to be payable by the Apartment Holder to the Developer / said Condominium (as the case may be).

In this regard, the Apartment Holder shall keep deposited with the Developer, within 15 (fifteen) days from intimation to take possession of the said premises as provided in **Clause 16 above**, an adhoc deposit of **Rs. 17,33,628/- (Rupees Seventeen Lakh Thirty Three Thousand Six Hundred and Twenty Eight Only)** (which is computed based on the estimated maintenance costs, but subject to revision by the Developer/Maintenance Agency (referred to in **sub-clause 18.3 below**), based on actual costs, from time to time) as security towards payment, from time to time, to the Maintenance Agency (referred to in **sub-clause 18.3 below**) towards his/her/their/ its proportionate share of the aforesaid expenses and outgoings in connection with the Project Land and the said Project (viz. Residential Towers '1' and '2' (as may be finally constructed)), till the said Condominium is formed. It is clarified that the aforesaid sums of deposits/adhoc amounts is based on the estimated maintenance costs (which is not final and is subject to revision as aforesaid, from time to time) and therefore it shall last for such period of time until it is depleted, presently such period is estimated to be a period of approximately 24 (twenty-four) months or could be lesser (depending on the actual costs). The aforesaid sums of deposits/adhoc amounts and the further adhoc deposits (referred to in **sub-clause 18.3 below**) shall not carry interest and will remain with the Developer (subject to the payments to the Maintenance Agency referred to in **sub-clause 18.3 below**, as aforesaid) until the Condominium is formed (as hereinafter provided) and thereupon the balance of such deposits/adhoc amounts remaining with the Developer (if any), shall be paid over by the Developer to such Condominium/each of the respective members of such Condominium (as the Developer may decide, at its discretion).

- 18.2. The Developer intends to create a Corpus Fund for the Project named "**Raheja Modern Vivarea**", for the purpose of securing the availability of funds for the costs and expenses for maintenance/ repair/ replacement of common services such as lifts, corridors, passages, stair case, water tank/s, pump/s, pipeline/s, drainage, electricity, underground utilities/ services, etc. and the common amenities/facilities in the Layout/Project {"**Corpus Fund**"} and the Apartment Holder agrees and undertakes to deposit a sum of **Rs. 43,34,071/- (Rupees Forty**

Three Lakh Thirty Four Thousand and Seventy One Only) with the Developer (within 15 (fifteen) days of receipt of intimation to take possession of the said premises) towards such Corpus Fund. Until the formation of the Condominium and handover of the maintenance and accounts in respect of the said Residential Tower '1' and/or Residential Tower '2' to such Condominium, the Corpus Fund will be kept in a specified Bank Account. The Developer will not utilise the Corpus Fund for any development activities in the Project Land. As and when the Condominium is formed as provided in this Agreement, the Developer will hand over the Corpus Fund to such Condominium or to each of the respective members of such Condominium (as the Developer may decide, at its discretion).

- 18.3. Notwithstanding the provisions contained in the above sub-clauses, for the purpose of maintenance, management, repair and replacement of the Project Land and the said Project (viz. Residential Towers '1' and '2' (as may be finally constructed)) and/or the common areas/amenities/facilities of the Layout/Project (as may be finally constructed/provided by the Developer), the Developer shall be entitled, in its absolute discretion, to nominate and/or appoint (on behalf of the apartment holders of the said Residential Towers '1' and '2', any person, firm or body corporate (including a group company of the Developer) {hereinafter referred to as the "**Maintenance Agency**"} who shall perform such functions. The Apartment Holder expressly authorizes the Developer to enter into the required contract with such Maintenance Agency on behalf of the Apartment Holder and the Apartment Holder undertakes to abide by the terms and conditions of the Agreement with such Maintenance Agency and pay to such Maintenance Agency, its proportionate share of the outgoings (as may be determined by such Maintenance Agency) and also the fees and charges of such Maintenance Agency along with applicable taxes. In such event, the Developer shall not be responsible/liable to the Apartment Holder (and other purchasers/holders/owners of apartments/premises in the Residential Towers '1' and '2' (as may be finally constructed by the Developer in the Project Land) for the management, maintenance, payment of taxes, outgoings etc. in respect of/relating to the common areas and facilities of the said Project (viz. Residential Towers '1' and '2' (as may be finally constructed)) and/or the Project Land. The Developer shall be entitled to and is authorised by the Apartment Holder to reimburse/pay to the Maintenance Agency, the above amounts charged by the Maintenance Agency, out of and to the extent of the deposits/adhoc amounts specified in **sub-clause 18.1 above** and the further adhoc deposits specified in this sub-clause. In the event of the aforesaid deposits/adhoc amounts being/becoming insufficient to make the payments to the Maintenance Agency, as aforesaid, the Apartment Holder agrees and undertakes to deposit with the Developer further adhoc deposits (in accordance with the demand of the Developer and which shall be computed/determined based on the then prevailing estimates (for a further period of 12 (twelve) months approximately), but subject to revision by the Developer/Maintenance Agency, from time to time) as security towards payment of the aforesaid expenses and outgoings to the Maintenance Agency, from time to time and the Apartment Holder shall not withhold the same for any reason whatsoever.
- 18.4. If, for any reason whatsoever, any of the purchasers/holders/owners of apartments/ flats/ premises in the Residential Towers '1' and '2' (as may be finally constructed by the Developer in the Project Land), defaults in making payment of the further deposits to the Developer as provided in **sub-clause 18.3 above**, and such default is not rectified within 1 (one) month of

the Developer giving notice to the defaulting transferee/s or holder/s to remedy the same, then, on expiry of 1 (one) month from such intimation by the Developer:

18.4.1. the Developer shall not be responsible /liable to make any payment for and on behalf of such defaulting apartment holder to the Maintenance Agency. However, the Developer shall be entitled;

18.4.1.1. to reimburse the Maintenance Agency all past arrears/unpaid amounts (as per the invoices raised for services rendered), if any, till the expiry of 1 (one) month from the date of such intimation being given by the Developer and/or;

18.4.1.2. to appropriate to itself all past arrears/unpaid amounts (if any) receivable by the Developer (till the expiry of 1 (one) month from the date of such intimation being given by the Developer) from the defaulting apartment holder.

18.4.2. neither the Maintenance Agency nor the Developer shall be responsible /liable for maintenance/ management of the Project Land and the said Project (viz. Residential Towers '1' and '2' (as may be finally constructed)) until the further adhoc deposits for the same are received by the Developer/ Maintenance Agency from the Apartment Holder, in accordance with the provisions of this Agreement;

18.4.3. the Developer shall, in addition to the Developer's rights as provided in **Clause 11 hereinabove** written, be entitled to stop making payment to the Maintenance Agency / statutory authorities and to all other agencies for the services rendered in relation to the said Project (viz. Residential Towers '1' and '2' (as may be finally constructed)). In such event, the purchasers/holders/owners of apartments/ flats/ premises in the Residential Towers '1' and '2' (as may be finally constructed by the Developer in the Project Land) would be solely responsible and liable:

18.4.3.1. for the consequences of non-payment of such dues.

18.4.3.2. to make the payment/s in time to the statutory authorities, utility agencies, etc. as aforesaid and

18.4.3.3. to ensure availability of essential supplies and services.

18.4.3.4. to manage and maintain the Project Land and the said Project (viz. Residential Towers '1' and '2' (as may be finally constructed)).

18.5. The Developer shall, at its option (in the event of default by the apartment holder/s in making payments towards the statutory payments/ deposits towards payments to the Maintenance Agency or even otherwise), be entitled to intimate to the purchasers/holders/owners of apartments/premises in the said Residential Towers '1' and '2' (as may be finally constructed by the Developer in the Project Land) to form an Adhoc Committee to undertake the maintenance and management of the Project Land and the Residential Towers '1' and '2' (as may be finally constructed by the Developer in the Project Land), including the maintenance of the essential supplies and services thereto and the payment of taxes, outgoings etc. in respect of the Project Land and the Residential Towers '1' and '2' (as may be finally constructed). Within 1 (one) month of such intimation being given by the Developer, all the purchasers/holders/owners of apartments/flats/premises in the Residential Towers '1' and '2' (as may be finally constructed) shall be bound to form such Adhoc Committee. Consequently, upon expiry of 1 (one) month from such intimation by the Developer, all the payments required to be paid to the Developer towards the future statutory payments shall thereafter be paid/payable to such Adhoc Committee by the purchasers/holders/owners of apartments/flats/

premises in the said Project (viz. Residential Towers '1' and '2' (as may be finally constructed)) and such Adhoc Committee shall be liable to carry out the aforesaid management, maintenance, payment of taxes, outgoings etc. in respect of the said Project (viz. Residential Towers '1' and '2' (as may be finally constructed)) and the Project Land. It is further clarified and expressly agreed that upon the expiry of 1 (one) month from such intimation, the Developer shall not be liable for the aforesaid management, maintenance, payment of taxes, outgoings etc. in respect of the Project Land and the said Project (viz. Residential Towers '1' and '2' (as may be finally constructed)). However, the Developer shall be entitled to receive all past arrears/unpaid amounts of the statutory/other payments (due and payable/reimbursable to the Developer till the expiry of 1 (one) month from the date of such intimation being given by the Developer). Such Adhoc Committee shall furnish to the Developer, in writing, the names, addresses and particulars of its members, with certified copy of the Resolution/s that may be passed by such Adhoc Committee, from time to time. The Developer and/or the Present Landowner, as the case may be (in accordance with the provisions of the said Agreement for Sale regarding their respective entitlements), shall be enrolled as one of the members of the said Adhoc Committee with respect to the unsold apartments/flats/ premises in the said Project (viz. Residential Towers '1' and '2' (as may be finally constructed)).

18.6. The Apartment Holder shall accept the annual statement of the aforesaid expenses duly certified by the Chartered Accountants {"CA"} of the Developer, as final and binding and shall not insist on any further clarification on the aforesaid maintenance costs/ expenses and enhancements/ increases thereto. Such CA certificate will also be considered as final at the time of condominium formation and hand over to the Condominium.

19. 19.1. The Apartment Holder shall not use the said premises for any purpose other than for private residential purpose as per the municipal regulations. The said premises shall not be used as a guest house or for any commercial purpose (including service apartment or the like), or for any other use which is not permitted by law.

19.2. The Car Parking Space/s in the designated Car Park Area in the Project (comprising of Residential Towers '1' and '2' as may be finally constructed by the Developer) earmarked by the Developer for the use of the Apartment Holder/occupant of the said premises shall not be used for any purpose other than for parking the Apartment Holder's own (light motor) vehicle/s and the Apartment Holder shall pay the estimated provisional monthly outgoings as decided by the Developer/Condominium, as the case may be, towards general maintenance for the use of such Parking Space/s, plus applicable Municipal/property taxes and other taxes and levies.

19.3. The said premises or benefit of the use of the aforesaid Car Parking Space/s (or any part thereof) shall not be granted on lease / license or any other similar basis;

(i) without compliance with requirements as may be specified by the Developer from time to time (including relating to requisite compliances and intimations relating to the statutory authorities), and

(ii) without the prior written permission of the Developer (which permission shall not be unreasonably withheld)

until formation of the said Condominium and thereafter as per the provisions of the Bye-laws

of the said Condominium.

- 19.4 It is understood by the Apartment Holder that the benefit of the use of the aforesaid Car Parking Space/s is made available to the Apartment Holder by virtue of the Apartment Holder holding an apartment in the said Residential Tower '2' and it is expressly clarified that the said right will be valid only for the holder/transferee of an apartment in the said Residential Tower '2'. The Apartment Holder is also aware that the right to the use and benefit of the common facility/ies and/or amenity/ies (referred to in **sub-clause 37.1. below** and listed in the **Annexure K** annexed hereto) is agreed to be provided by the Developer to the Apartment Holder by virtue of the Apartment Holder holding the said premises/apartment in the Residential Tower '2' and it is expressly clarified and agreed that such rights shall get automatically transferred with the transfer of the said premises.
20. 20.1 This Agreement (including its Recitals, Schedules and all Annexures as incorporated into this Agreement by reference), constitutes and represents the final agreed terms and conditions between the parties and supercedes any and all prior/previous understandings, agreements, allotment letter, correspondences, arrangements, representations (express or implied), assurances, writings, negotiations or discussions between the parties (whether written or oral) in regard to the subject matter hereof/ the said premises or in respect of matters dealt with herein, whether by the Developer and/or the Present Landowner, or any agent, employee or representative of the Developer and/or the Present Landowner;
- 20.2 This Agreement may only be amended through written consent of the Parties;
- 20.3 If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the Act 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.
21. The fixtures, fittings and amenities to be provided in the said premises and in the said Residential Tower '2' and the specifications of the said Residential Tower '2' are those as set out in the **Annexure B** annexed hereto and the Apartment Holder has satisfied himself/herself/itself/themselves about the specifications and amenities to be provided therein.
22. The Apartment Holder, with intention to bind all persons into whosoever hands the said premises may come, hereby covenants with the Developer, as follows:
- 22.1. The Apartment Holder shall, from the expiry of 15 (fifteen) days from the receipt of intimation to take possession, be bound to:
- 22.1.1. bear and pay, regularly and punctually, all the instalments of the Purchase Consideration, dues, taxes and all the amount/s payable (as per the terms of this Agreement) in respect of the said premises:
- 22.1.2. maintain the said premises at his/her/its/their own costs in good tenantable repair and condition and shall not do or suffer to be done anything in or to the said premises and/or the said Residential Tower '2' and/or the staircases and/or the common passages and/or

the common areas of the said Residential Tower '2' and/or the common areas in the Project/Project Land which may be against the rules or bye- laws of the M.C.G.M. or any other public authority and/or against the regulations framed by the Developer/Bye- laws of the said Condominium.

22.2. The Apartment Holder shall, from the date of possession:

- 22.2.1. not use the said premises and the specified parking space/s for any purpose other than as permitted in this Agreement. The Apartment Holder has been informed that Green homes interior power lighting density is to be maintained equal or less than 0.46 watts per square feet.
- 22.2.2. use the specified parking space/s for parking of cars belonging to the Apartment Holder and/or members of his/her/its/their family and not to allow any other unauthorised person/s or stranger/s to park their cars in the parking space/s specified for the use of the Apartment Holder.
- 22.2.3. use the common areas and facilities earmarked for the said Residential Tower '2'/said Project and in the Project Land, without causing any hindrance or obstruction to other purchasers/holders/owners of apartments/flats/ premises.
- 22.2.4. not put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the said Project (viz. Residential Towers '1' and '2' (as may be finally constructed)), save at the place as may be approved or provided by the Developer/Condominium. Provided however that nothing contained herein shall prevent the Apartment Holder from putting a decent nameplate on the main door of the said premises.
- 22.2.5. not deposit or throw dirt, rubbish, rags, garbage or other refuse or permit the same to be deposited or thrown from the said premises in or around the staircases, lobby, landing/s, lift/s or in any common areas of the said Project (viz. Residential Towers '1' and '2' (as may be finally constructed)) in which the said premises is to be situated and/or any portion of the Project Land.
- 22.2.6. not put /hang any clothes, etc. in or upon the windows / flower-beds/ service ducts/ balconies and other portions which may be visible on the external facade of the said Residential Tower '2'.
- 22.2.7. not open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the said premises or any portion thereof.
- 22.2.8. maintain the facade of the said Residential Tower '2' (along the front, the sides and the rear elevations thereof) and the said premises in the same form as the Developer constructs and shall not at any time alter the said elevation in any manner whatsoever without the prior consent in writing from the Developer/Condominium.
- 22.2.9. carry out, at his/her/its/their own costs, all internal repairs to the said premises and shall not do or suffer to be done anything in or to the said premises and/or the said Residential Tower '2' and/or the staircases and/or the common passages and/or the common areas of the said Residential Tower '2' and/or the common areas in the Project/Project Land which may be against the rules or bye- laws of the M.C.G.M. or any other public authority and/or against the regulations framed by the Developer/Bye- laws of the said Condominium.

- 22.2.10. not store in the said premises (including in any part of the said Residential Tower '2'), any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Residential Tower '2' in which the said premises is to be situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to the upper floors of the said Residential Tower '2' which may damage or be likely to damage the staircases, common passages or any other structure of the said Residential Tower '2' in which the said premises is to be situated, including entrances of the said Residential Tower '2' in which the said premises is to be situated and in case any damage is caused to the said Residential Tower '2' or the said premises on account of negligence or default of the Apartment Holder in this behalf, the Apartment Holder shall be liable for the consequences of the breach.
- 22.2.11. not demolish or cause to be demolished the said premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said premises or any part thereof, nor any alteration in the outside colour scheme of the said Residential Tower '2' in which the said premises is to be situated and shall keep the said premises, the walls and partition walls, sewers, drains, pipes, cables, wires and appurtenances thereto belonging, in good tenable repair and condition, and in particular, so as to support shelter and protect and keep habitable the other apartments/parts of the said Residential Tower '2' in which the said premises is to be situated and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC, Partis or other structural members in the said premises, without the prior written permission of the Structural Engineer/ Estate Manager and/or the Developer/Condominium, as the case may be, and the M.C.G.M.
- 22.2.12. not commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other apartments/flats in the said Residential Tower '2'.
- 22.2.13. not make or permit to be made any structural changes or disturb or overload or pierce, etc. on any structural component in the common areas of the said Residential Tower '2', including the podium slab, without the prior written permission of the Structural Engineer and/or the Developer/Condominium and/or the Estate Manager, as the case may be, and the M.C.G.M.
- 22.2.14. not make or permit to be made any alteration to the waterproofing and flooring provided in the bathroom/s, etc. and if this is not observed by the Apartment Holder then the Developer shall not be liable/responsible for leakage or damage.
- 22.2.15. in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or outside the said premises or damage the beams and columns passing through the said premises/ said Residential Tower '2' for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise.
- 22.2.16. not do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land and/or the said Project and/or the Residential Tower '2' in which the said premises is to be situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

22.2.17. abide by all the bye-laws, rules and regulations of the Government, the M.C.G.M., Mahanagar Gas Limited, the Electricity Supplying Authority and any other concerned authorities/Local Bodies/ The Ministry of Environment & Forests – post Monitoring Project Authority (including entering into the MOUs/ writings as may be required by such authorities), as applicable / may apply to the Project Land (in the course of the phase-wise development of the Residential Towers ‘1’ and ‘2’ (as may be finally constructed) and any variations/ modifications thereto, as may be decided by the Developer, from time to time and approved by the concerned authorities, from time to time), and shall attend to, answer and will be responsible for all actions for violation of any such conditions or rules or bye-laws.

22.2.18. not change the user of the said premises without the prior written permission of the Developer and/or the Condominium (when formed).

22.2.19. The Apartment Holder shall be solely responsible for compliance with applicable laws, notifications, guidelines, etc. for purchase/acquisition of immovable property in India (as applicable to the said premises), including those pertaining to payment for the same.

22.2.20. **In case of Indian Nationals:**

The Apartment Holder assures, declares and represents that the Apartment Holder is/are Indian Citizen/s and residents of India as defined under all applicable Indian Laws. The Apartment Holder assures, confirms and represents to the Developer that the Apartment Holder is/are not a Foreign Company / Foreign National / Foreign National of Indian Origin (“PIO”) / Non-Resident Indian (“NRI”), and that the provisions of Foreign Exchange Management Act, 1999 (“FEMA”) or any other similar legislation do not apply to the Apartment Holder. In the event of applicability of FEMA to any payment / refund between the Apartment Holder and the Developer at any time (due to change of circumstances or otherwise), including due to the Apartment Holder’s status as a Foreign Company / Foreign National / Foreign National of Indian Origin (“PIO”) / Non-Resident Indian; it shall be the sole responsibility/obligation/liability of the Apartment Holder to comply with all the procedures, formalities and conditions that may be prescribed under such applicable law or laws for the time being in force, as also their statutory amendments, re-enactments, repeals, etc. In such event, the payments/ refunds will be made from / to the account / channels as permissible in law. It is clarified that this provision shall apply in respect of all payments by such parties, including relating to Taxes, Deposits, Outgoings, etc. payable in relation to the said premises or this Agreement. The Apartment Holder indemnifies and keeps fully indemnified the Developer in relation to the above, including for all consequences that may arise due to any act of omission or commission by the Apartment Holder in that regard.

OR

In case of NRIs

The Apartment Holder declares that the Apartment Holder is an Indian citizen, but is a Resident outside India (“NRI”) as defined under the Foreign Exchange Management

Act, 1999. The Apartment Holder shall be solely liable / responsible for (and undertakes to comply with) all compliances, procedures, formalities, notifications, rules, regulations, guidelines, conditions, etc., as may be prescribed under applicable laws and/or by the government/concerned authority, that will be applicable to this transaction and/or this Agreement (including relating to acquisition, holding, maintenance, dealing with and disposing off immovable property/ies in India and/or relating to any remittance/payment/refund between the Apartment Holder and the Developer at any time) as are in force, from time to time; as also their statutory amendments, re-enactments, repeals, etc. The Apartment Holder accepts and undertakes that the payments/refunds (if any) between the Apartment Holder and the Developer will be made from/to the account/channels as prescribed/permissible in law, at the relevant time. It is clarified that this provision shall apply in respect of all payments, including relating to taxes/deposits/outgoings, etc. payable in relation to the said premises or this Deed. It is clarified that refunds (if any) to the Apartment Holder shall be made in Indian Rupees only. The Apartment Holder shall furnish required declaration/documents to the Developer in the prescribed format, as may be requested by the Developer. The Apartment Holder hereby indemnifies and shall keep fully indemnified the Developer and the Present Landowner in relation to the above, including for any/all consequences that may arise due to any act of omission or commission by the Apartment Holder in that regard.

22.3. In the event of the Apartment Holder committing any act in contravention of the provisions contained in **sub-clause 22.1. and 22.2. above**, the Apartment Holder shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

22.4. The Apartment Holder shall be responsible for and indemnify and keep indemnified, the Developer, of from and against all damages, actions, claims, demands, costs, charges, expenses and penalty, prosecutions, proceedings relating to the said premises or any part of the said Project (viz. Residential Towers '1' and '2' (as may be finally constructed)) or to any person due to any negligence or any act deed thing or omission made, done or occasioned by the Apartment Holder and shall also indemnify and keep indemnified, the Developer and the Present Landowner, of from and against all actions, claims, proceedings, costs, expenses and demands made against or suffered by the Developer as a result of any act, omission or negligence of the Apartment Holder or the servants, agents, licensees, invitees or visitors of the Apartment Holder and/or any breach or non-observance by the Apartment Holder of the Apartment Holder's covenants and/or any of the terms and conditions of this Agreement which are to be observed and performed by the Apartment Holder.

23. Until the Deed of Apartment is executed by the Developer and the Present Landowner in favour of the Apartment Holder, in the event of there being a failure, neglect, breach or default on the part of the Apartment Holder to observe, perform or comply with any of the terms and conditions of this Agreement and/or any of the Apartment Holder's covenants, then:

23.1. the Developer/Condominium (when formed) shall be entitled to issue a Notice to the Apartment Holder calling upon the Apartment Holder to rectify and/or make good or set right such failure, neglect, breach or default to the satisfaction of the Developer/Condominium (as

the case may be) within 7 (seven) days from the date of receipt of such Notice by the Apartment Holder, failing which the Apartment Holder shall be liable to pay to the Developer/Condominium (as the case may be), compensation or damages (as may be determined by the Developer/Condominium (as the case may be)) till the same is rectified by the Apartment Holder or by the Developer/Condominium (as the case may be) (at its option), at the costs, expenses and consequences of the Apartment Holder. The provision for a Notice to be sent by the Developer to the Apartment Holder in this **sub-clause 23.1.** shall not be deemed to be a liberty or right to the Apartment Holder not to comply with the provisions of this Agreement (particularly the provisions of **Clause 22 above**).

23.2. if such failure, neglect, breach or default on the part of the Apartment Holder has, in the view of the Developer/ Condominium (as the case may be), seriously affected/or is of such nature as will seriously affect the structural stability of the said premises and/or the said Residential Towers '1' and '2' (as may be finally constructed), the Developer/Condominium (as the case may be) shall be entitled, without issuing any Notice to the Apartment Holder, to take the necessary steps to preserve the structural stability of the said Residential Towers '1' and '2' (as may be finally constructed). In such event the Apartment Holder shall be liable to pay to the Developer/Condominium (as the case may be), appropriate compensation/ damages as may be determined by the Developer/Condominium (as the case may be), for such serious neglect/ breach/default/failure and to reimburse to the Developer/Condominium (as the case may be) the costs and expenses incurred by the Developer/Condominium (as the case may be) in making good/ rectifying such failure, neglect, breach or default latest within 1 (one) month from the date of demand of the same by the Developer/Condominium (as the case may be).

23.3. The Apartment Holder expressly accepts and consents to the provisions contained in **sub-clauses 23.1 or 23.2. above**, and shall not raise any objection whatsoever to the same:

24. 24.1 Provided it does not in any way affect or prejudice the right of the Apartment Holder in respect of the said premises, the Developer and/or the Present Landowner shall be at liberty to transfer, assign or otherwise deal with its/their respective right, title and interest in the Project Land and/or in said Residential Towers '1' and '2' (as may be finally constructed thereon), so long as the Apartment Holder's rights to acquire the said premises as per the provisions of this Agreement is not affected;

24.2 The Apartment Holder shall have no claim whatsoever save and except in respect of the said premises hereby agreed to be acquired (together with the use of the specified car-parking space/s earmarked by the Developer for the benefit of the said premises). All other open spaces, unsold apartments/flats/premises and other spaces, etc. in the said Residential Towers '1' and '2' (as may be finally constructed by the Developer in the Project Land) will remain the property of the Developer (in the manner provided in the hereinabove recited said Agreement for Sale) until the apartments in the said Residential Towers '1' and '2' (as may be finally constructed thereon) are transferred under the Deed/s of Apartment in favour of the respective purchasers/holders/owners of the apartments/flats/premises in the said Residential Towers '1' and '2'.

25. **REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER AND THE PRESENT**

LANDOWNER:

The Developer and the Present Landowner hereby represent and warrant to the Apartment Holder as follows:

- 25.1. The Present Landowner has clear and marketable title with respect to the Project Land save as disclosed in the Certificate of Title annexed to this Agreement and in this Agreement and the Developer has the requisite rights to carry out development upon the Project Land and also has actual, physical and legal possession of the Project Land for the implementation of the Project;
- 25.2. The Developer has lawful rights and has obtained/will obtain the requisite approvals from the competent Authorities to carry out the development of the Project/said Residential Tower '2' and shall obtain requisite approvals from time to time to complete the development of the said Residential Tower '2'/Project;
- 25.3. There are no encumbrances upon the Project Land or the Project Phase (which includes the said premises) except those disclosed in the Certificate of Title annexed hereto and in this Agreement;
- 25.4. There are no litigations pending before any Court of law with respect to the Project Land or the Project except those disclosed in the Certificate of Title annexed hereto and in this Agreement;
- 25.5. The Developer states that all approvals, licenses and permits issued by the competent authorities with respect to the said Residential Tower '2'/Project and the Project Land are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licences and permits to be issued by the competent authorities with respect to the said Residential Tower '2'/Project and the Project Land shall be obtained by following due process of law and the Developer has been and shall, at all times, remain/be in compliance with/comply with all the applicable laws in relation to the said Residential Tower '2'/Project and the Project Land and common areas of the Project/Layout;
- 25.6. The Developer and the Present Landowner have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Apartment Holder created herein, may prejudicially be affected;
- 25.7. The Developer and the Present Landowner have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Project Land, including the Project and the said premises (other than as disclosed in the Certificate of Title annexed hereto and in this Agreement) which will, in any manner, affect the rights of Apartment Holder under this Agreement;
- 25.8. The Developer and the Present Landowner confirm that the Developer and/or the Present Landowner are not restricted in any manner whatsoever from selling the said premises to the Apartment Holder in the manner contemplated in this Agreement;
- 25.9. The title to be transferred to the Apartment Holder will be as per the provisions of the Maharashtra Apartment Ownership Act, 1970 and the Condominium which shall be formed of the holders/owners of the apartments, units, premises in the said Residential Towers '1' and '2' (as may be finally constructed by the Developer on Project Land, as per the provisions of this Agreement) shall be ultimately responsible for the maintenance, upkeep and repair /replacement of the common infrastructural facilities/requirements/ conveniences and the common area/s which may ultimately serve both the Residential Towers '1' and '2' (as may

be finally constructed) on the Project Land (the expenses thereof to be borne by the respective members of the said Condominium in proportion to the respective area of their respective premises);

25.10. The Developer and the Present Landowner (as the case may be) has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, which may be due and payable with respect to the said Real Estate Project to the competent Authorities, till the Condominium is formed and the management/ maintenance of the said Real Estate Project is handed over to the said Condominium and thereafter the same shall be proportionately borne by the members of the Condominium;

25.11. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Project Land/part thereof) has been received or served upon the Developer and/or the Present Landowner in respect of the Project Land and/or the said Project and/or the Residential Tower '2'/part thereof except those disclosed in the Certificate of Title annexed hereto and in this Agreement.

25.12. It is expressly brought to the notice of the Apartment Holder that the Developer alone shall be liable and responsible for all acts, matters and things and performance of its obligations under this Agreement relating to the development of the Project Land and the marketing and sale of the apartments /flats in the Towers (as may be constructed by the Developer) on the Project Land and that the Present Landowner (only being the owner of the Project Land) shall not be liable or responsible to the Apartment Holder for any such breaches by the Developer of the Developer's obligations under this Agreement subject to any such breaches not arising out of any act of or omission or liability of the Present Landowner in respect of the Project Land under the provisions of the said Agreement for Sale. The Present Landowner will only be liable for compliances of the provisions of RERA in so far as they relate to the conveyance of the Project Land as provided in this Agreement.

25.13. With reference to the hereinabove recited Suit No. 104754 of 2011 (details whereof are mentioned in the **Annexure E** annexed hereto), the Present Landowner and the Developer agree and confirm that the alleged claims/ allegations, legal proceedings and/or order/ judgments/ decree thereto, if any, in the aforesaid Suit will be referred/intimated to the Present Landowner and the Developer and the Apartment Holder shall not be liable/responsible to deal with the same nor liable to bear and pay any legal costs, charges and expenses in respect of the same. The Present Landowner and the Developer further agree and undertake to take all steps and actions to ensure that the aforesaid Suit has no adverse effect/s whatsoever on the "Schedule Property" or "Project Land" or the "Project"/said premises (together with the use and benefit of the amenities agreed to be provided for/ in/to the said premises (including as set out in the **Annexure B** annexed to this Agreement), agreed to be acquired by the Apartment Holder under this Agreement and to indemnify and keep indemnified the Apartment Holder in respect of the same.

26. **IT IS ALSO CLEARLY UNDERSTOOD AND AGREED BY AND BETWEEN the parties hereto that**

26.1. The title to be transferred, only after construction and completion (in full) of the Project Land

- and the said Project (viz. Residential Towers '1' and '2'), in favour of the Apartment Holder shall be only in respect of the said premises hereby agreed to be acquired (together with the use of the specified car parking space/s as shall be earmarked by the Developer for the benefit of the said premises), as per the provisions of the MAO Act, in the manner provided below;
- 26.2. As hereinabove recited, the Developer and the Present Landowner shall be entitled, at their discretion, to submit the Project Land together with the Residential Towers '1' and '2' (as may be finally constructed thereon) to the provisions of the MAO Act by making and executing the Declaration as provided by Section 2 of the MAO Act and thereby form the Condominium of the Residential Towers '1' and '2',
- 26.3. the Developer and the Present Landowner shall execute a Deed of Apartment, for transferring inter alia, the proportionate undivided interest in the Project Land and the said premises (together with its appurtenant rights) in favour of the Apartment Holder as per the provisions of the MAO Act. The Apartment Holder shall be bound to execute such Deed of Apartment. It is expressly clarified by the Developer and agreed to by the Apartment Holder that subject to RERA Act (read with MahaRERA Rules, MOF Act and MAO Act) such Deed of Apartment shall be executed by the Developer and the Present Landowner after completion by the Developer of the Project Land and construction of the Residential Towers '1' and '2' and/or structures thereon, which is estimated to be by the end of "**September 2028**" (being the present Project Validity), subject to Force Majeure.
- 26.4. The proportionate undivided interest of the Apartment Holder in the Project Land and in the common areas and facilities and limited common areas and facilities shall be ascertained by the Developer, after completion of the entire development of the Project Land and construction of the said Residential Towers '1' and '2' thereon (as per the provisions of this Agreement) and shall also be together with the benefit of and subject to the terms, conditions and covenants contained in this Agreement.
- 26.5. Though the Apartment Holder and the other purchasers/holders/owners of premises in the said Residential Tower '2' (as may be finally constructed) shall be vested with an undivided interest in the entire Project Land, it is expressly clarified and agreed by the parties hereto that:
- 26.5.1. the Developer shall, in accordance with the provisions of the hereinabove recited said Agreement for Sale, have the absolute and unfettered right to develop and to deal with the unsold premises in the Project/Project Land in any manner as it deems fit.
- 26.5.2. the Apartment Holder/s shall not raise any objection to the construction of the Residential Towers '1' and '2' by the Developer on the Project Land as per the provisions of this Agreement) on the ground of restriction/interference with any easements (including right to light and ventilation or air, etc.).
- 26.6. This Agreement is restricted to the said Residential Tower '2' and the Project Land (in the manner and to the extent provided in this Agreement) which is the subject matter of this Agreement and the Apartment Holder is/ are not concerned with Residential Tower '1' and/or any other part of the Project Land, save as specifically provided in this Agreement.
- Necessary provisions/covenants for the above shall be made in the Deed of Apartment/Transfer to be executed with the Apartment Holder and the Apartment Holder expressly consents to the above.

27. **IT IS ALSO UNDERSTOOD, CLARIFIED AND AGREED BY AND BETWEEN the**

parties hereto that:

- 27.1. As hereinabove recited, the Residential Towers '1' and '2' are planned to be/being constructed on portion/s of the Project Land, therefore the Apartment Holder shall be entitled to use the infrastructural facilities/requirements/ conveniences, utility services, etc. housed/proposed to be housed in the Project Land and/or the Residential Towers '1' and '2' as may be finally constructed thereon, which will serve/ be utilised in common by the said Residential Towers '1' and '2' and/or any of the structure/s in the Project Land (as the Developer may deem fit) and the Apartment Holder agrees to contribute to/reimburse to/deposit with the Developer, his/her/its/their proportionate share, as may be determined by the Developer towards the costs for repair, maintenance and replacement of the same. It is clarified that the infrastructural facilities/requirements, utility services, etc. in the Project Land would be finalised by the Developer, at its sole discretion, in accordance with the requirements of the site conditions and as per the applicable rules and regulations (keeping in mind that the development of the Project named '**Raheja Modern Vivarea**' is being carried out in phases) and accordingly the Project Land would have the benefit of and be subject to the restrictions and stipulations and covenants to be observed and performed for the benefit of the Project Land, as set out in this Agreement (including as set out in the Second Schedule hereunder written).
- 27.2. The Developer reserves to itself the unfettered right to the full, free and complete right of way and means of access in the Project/ Project Land (and/or part/s thereof), at all times, by day and night, to lay and connect drains, pipes, cables and other amenities necessary for the full and proper use, enjoyment and development of the Project and if necessary to connect the drains, pipes, cables etc. under, over or along the land appurtenant to the Residential Towers '1' and '2' and/or structure/s (as may be finally constructed in the said Project Land).
- 27.3. The Present Landowner and the Developer may if they so decide, at their sole discretion, provide /permit the use of an additional non-exclusive and common means of access, over and upon the strip of land forming part of the adjoining lands bearing Plot No. A1 and Plot No. A2, to and from the points marked AB to CD and CD to EF on the **Plan** annexed hereto and marked **Annexure A (Plan I & Plan II)** and shown shaded "Brown" and "Yellow" thereon, for ingress and egress to and from the Project Land (from Sane Guruji Marg) for the purchasers/holders/owners occupants of the Residential Towers '1' and '2' (as may be finally constructed in the Project Land), but subject to the rights of the Present Landowner and the Developer and subject to the litigations disclosed in the Title Certificate annexed hereto.
- 27.4. The Developer has installed / shall be entitled to install its logo in/upon one or more places in the said Project and the Developer reserve to itself full, free and complete right of way and means of access to such place or places at all times for the purpose of repairing, painting, altering or changing the logo at its own cost and the Apartment Holder/ said Condominium shall not change or remove the logo, so installed, under any circumstances and for all times to come.
- Specific and suitable provisions for the above shall be made in the Deed of Apartment and/or Transfer to be executed in favour of the Apartment Holder and the Apartment Holder expressly consents to the same.

28. It is clarified by the Developer and understood and consented to by the Apartment Holder as an

express and essential/integral term and condition of this Agreement that:

- 28.1. a Co-operative Society will not be formed of the purchasers/holders/owners of apartments/flats in the said Residential Tower '2' and at no time can the Apartment Holder (individually and/or collectively with the purchasers/ holders/owners of the other apartments/flats in the said Residential Tower '1') form or require the Developer and/or the Present Landowner to form a Co-operative Society and/or to transfer the Project Land together with the Residential Towers '1' and '2' and /or ancillary structures as may be finally constructed thereon, in favour of a Co-operative Society.
- 28.2. The Condominium will be formed as provided in this Agreement only after the Developer has constructed and completed in full both the Residential Towers '1' and '2' on the Project Land.
- 28.3. The Apartment Holder shall not be entitled to require and/or cause the Developer to make the Declaration/s under Section (2) of the MAO Act or to form the Condominium/s, before the Developer completes the construction and completion in full of all the phases of the said Project (viz. Residential Towers '1' and '2') on the Project Land and in accordance with/subject to RERA Act (read with MahaRERA Rules, MOF Act and MAO Act).
- 28.4. The Condominium which would be formed of the purchasers/ holders/owners of apartments/flats in the Residential Towers '1' and '2' (as may be finally constructed by the Developer in the Project Land), shall ultimately maintain, repair and/or replace the STPs, lighting, drainage, water mains, drains, suction tank with pumps, Auxiliary Tanks, watchman's cabin, security, gate, underground tank, overhead tank, break pressure tank, ancillary structures, common areas of the said Residential Towers '1' and '2', as may be finally constructed on the Project Land, etc., (located within and/or concerning the Project/Project Land), including to ensure the operation and maintenance of the infrastructure/services/conveniences/ facilities/utilities as may be finally provided in the said Project (viz. Residential Towers '1' and '2' (as may be finally constructed)) and the Project Land, as required under the Environment Clearance obtained from the Ministry of Environment and Forests, Fire Department and other concerned departments, from time to time. The expenses relating to the above shall be borne by the purchasers/holders/owners of apartments/flats in the Residential Towers '1' and '2' (as may be finally constructed by the Developer in the Project Land), in proportion to the respective area of their concerned premises. It is clarified that all costs pertaining to renewal of the Consent to Operate shall be borne (or reimbursed to the Developer, as the case may be) by the purchasers/holders/owners of apartments/flats in the Residential Towers '1' and '2' (as may be finally constructed by the Developer in the Project Land), in proportion to the respective area of their concerned premises.
- 28.5. If, for any reason, prior to the completion by the Developer of the entire development of the Project Land, by construction and completion (in full) of both the Residential Towers '1' and '2' and/or structure/s thereon as per the provisions of this Agreement, the Project Land is submitted to the provisions of the MAO Act by the Developer and the Present Landowner and the Condominium is formed as provided in **sub-clause 28.2 above**, then the Developer shall have the right to construct and complete the said Residential Towers '1' and '2' in the Project Land and/or to dispose off the unsold apartments/spaces in the said Residential Towers '1' and '2' (as may be finally constructed therein) and/or to receive unto itself (on its own account) the full consideration money and other amounts for the same (even though the

Condominium is formed. As and when such premises are sold by the Developer, the purchasers/ holders/ owners of such premises shall become members of the Condominium formed in respect of the Residential Towers '1' and '2' (as may be finally constructed by the Developer in the Project Land).

Adequate provisions for the above will be made in the said Deed/s of Apartment.

- 28.6. The Apartment Holder alongwith the other persons/holders who have taken or have agreed to acquire the other apartments/flats/premises in the Residential Tower '2' and/or Residential Tower '1' shall be bound and required to become members of the Condominium (to be formed in the manner provided in this Agreement). On such Condominium being formed, the rights of the Apartment Holder as the holder/ owner of the said premises will be recognised and regulated by the provisions of the Declaration and the Bye-laws of the said Condominium and the rules and regulations, as may be framed by the Developer for the purpose, till the handover of the accounts and affairs of the Project.
- 28.7. Upon the Occupation Certificate being obtained for the said Residential Tower '2' and/or the Residential Tower '1', the Developer and/or the Present Landowner (as the case may be, (in accordance with the provisions of the said Agreement for Sale regarding their respective entitlements) shall be liable to pay the Municipal/property taxes, at actuals, and a token sum of Rs. 500/- (Rupees Five Hundred Only) in respect of each of the unsold apartments/flats/premises for a period of 6 (six) months after such Occupation Certificate is obtained. Thereafter the Developer and/or the Present Landowner (as the case may be, (in accordance with the provisions of the said Agreement for Sale regarding their respective entitlements) shall be liable to pay the Municipal/property taxes, at actuals, and the outgoings in respect of each of the aforesaid unsold apartments/flats/premises similar to the outgoings payable by the other apartment holders.
- 28.8. The format of such Condominium and the preparation of the Declaration (with Bye-laws) as contemplated by Section 2 of the MAO Act, and all other writings/documents in connection with and relating to the formation of such Condominium shall be as may be advised/prepared/approved by the Advocates and/or Solicitors of the Developer.
- 28.9. The Advocates and/or Solicitors of the Developer shall prepare and/or approve, as the case may be, the Deed/s of Apartment/Transfer and all other documents/writings to be executed in pursuance of this Agreement and the same shall be consistent/in accordance with the provisions contained in this Agreement.
- 28.10. All costs, charges and expenses, including legal fees, costs, charges and expenses in connection with the preparation and execution of the Declaration and other deeds and documents relating thereto (including the formation of the Condominium), shall be borne, shared and paid by all the purchasers/ holders/owners of the apartments/flats/premises in the Residential Towers '1' and '2' (as may be finally constructed by the Developer in the Project Land) in proportion to the respective areas of their respective premises. This is in addition to the contribution of the Apartment Holder towards the legal costs, charges and expenses specified in **Clause 17 above**.
- 28.11. It is specifically agreed that, in addition to the costs, charges and expenses specified in **sub-clause 28.10 above**, the Apartment Holder alone shall be liable to bear and pay and shall pay the stamp duty and registration charges (and surcharges, if any) payable on and in respect of the Deed of Apartment and other deeds and documents pertaining to the said premises agreed

to be acquired by the Apartment Holder under this Agreement.

29. **IT IS ALSO UNDERSTOOD, CLARIFIED AND AGREED BY AND BETWEEN the parties hereto that**

29.1. The Developer reserves to itself the unfettered right to the full, free and complete right of way and means of access in and to the Project Land, at all times, by day and night, for all purposes, with or without carts, carriages, motor cars, motor cycles, wagons and other vehicles (of all descriptions), laden or unladen, and with or without horses and other animals, and to lay and connect drains, pipes, cables and other amenities necessary for the full and proper use, enjoyment and development of the Project Land and if necessary to connect the drains, pipes, cables etc. to the said Residential Tower '2' and/or the Residential Tower '1' and the other structures as may be finally constructed on the Project Land/part thereof.

29.2. The Developer has installed / shall be entitled to install their logo in/upon one or more places in the Project Land and the Developer reserve to themselves full, free and complete right of way and means of access to such place or places at all times for the purpose of repairing, painting, altering or changing the logo at their own cost and the Apartment Holder/ Association or the Condominium that may be formed shall not obstruct or object or change or remove the logo, so installed, under any circumstances and for all times to come.

Specific and suitable provisions for the above shall be made in the Deed of Apartment to be executed in favour of the Apartment Holder and the Apartment Holder expressly consents to the same.

30. As provided for above, in the course of the proposed development/construction of the Residential Towers '1' and '2', in phases, as specified in **Clauses 2, 3, 4 and 5 above** (and any variations/modifications thereto, as may be decided by the Developer, from time to time, and approved by the concerned authorities, from time to time), the Developer has reserved the right and shall be entitled to further revise/amend the plans for the said Residential Tower '2' and/or Residential Tower '1', and to construct the same as per the plans as may be sanctioned for the same, from time to time, as per the provisions of this Agreement. The Apartment Holder expressly consents to all such variations, as may be decided by the Developer, so long as the same are in accordance with the provisions contained in **Clause 44 below**. In these circumstances, it is specifically and clearly understood and agreed, as an essential and integral term and condition of this Agreement that:

30.1. upon the Developer putting up additional construction on the said Residential Tower '2', as per the provisions of this Agreement, by utilising additional F.S.I., etc., then the Apartment Holder's proportionate undivided interest shall be in the proportion which the carpet area of the said premises agreed to be acquired by the Apartment Holder bears to the total carpet area of both the Residential Towers '1' and '2' that would be finally constructed on the Project Land. The decision of the Developer shall be final and binding. The Apartment Holder understands and expressly confirms that the Apartment Holder shall not be entitled to object to the same, nor to ask for any discount and/or rebate and/or abatement in the said Total Purchase Consideration paid/payable to the Developer as a result of any variation of the proportionate undivided interest.

30.2. So long as the Developer obtains from the M.C.G.M., the Part Occupation Certificate in respect of the floor on which the said premises is to be located, the Apartment Holder shall

pay the balance of the agreed Total Purchase Consideration/price and the other amounts as per the provisions of this Agreement and request for possession of the said premises from the Developer (subject to the provisions of **sub-clause 30.3 below**) and shall thereafter be entitled to use and occupy the same in accordance with the provisions of this Agreement.

30.3. The Developer shall be entitled to continue construction of such additional floors/construction in the phase-wise construction of the said Residential Towers '1' and '2', in accordance with the building plans that may be finally sanctioned by the M.C.G.M. and it is agreed that:

30.3.1. No obstruction or hindrance shall be caused by the Apartment Holder to such further additional construction by the Developer

30.3.2. The Developer shall be entitled to transfer the other apartments/flats/premises in such additional construction in/upon the said Residential Tower '1' and/or the Residential Tower '2', on ownership basis, by an Agreement, in a form similar to or as near as possible to this Agreement and to receive for itself the consideration in respect thereof and that the purchasers/holders/owners of such additional apartments/flats/ premises in the Residential Towers '1' and '2' (as may be finally constructed) shall be entitled to be the members of the Condominium that will be formed by the purchasers/holders/owners of the apartments/flats/premises in the Residential Towers '1' and '2' (as may be finally constructed). No obstruction/ objection of any sort shall be made or raised by the Apartment Holder in this connection.

30.3.3. If construction and completion of the above referred proposed such additional floor/s and/or additional construction in the Residential Towers '1' and/or '2' is delayed, by reason of delay in obtaining such Incentive/ Compensatory/ Additional F.S.I./T.D.R. and/or delay in obtaining sanction of further revised building plans and/or delay in obtaining from the M.C.G.M., Occupation Certificate in respect of such additional floors or otherwise, the Developer shall be entitled to reasonable extension of time for completion of the said additional floors/construction so long as such further construction is being carried on/completed by the Developer in accordance with the building plans sanctioned by the M.C.G.M.

30.4. The Apartment Holder expressly consents to all such variations, as may be decided by the Developer, so long as the same are in accordance with the provisions contained in **Clause 44 below**.

Suitable covenants reserving the aforesaid right of the Developer shall be incorporated in the Declaration and in the Deed/s of Apartment/ Transfer to be executed in favour of the apartment holders.

31. Nothing contained in these presents is intended to be nor shall be construed to be a grant, demise or assignment in law of the said premises or of the Project Land, hereditaments and premises or any part thereof and/or of the Residential Towers '1' and '2' and/or structure/s to be constructed/ being constructed thereon or any part thereof.

32. It is expressly agreed by and between the parties hereto that:

32.1. Until possession of the said premises has been given to the Apartment Holder by the Developer and the Apartment Holder has become a member of the Condominium, the

Apartment Holder shall not let, sublet, transfer, assign or part with his/her/its/their interest under or benefit of this Agreement or part with the possession of the said premises unless he/she/it/they obtain/s the previous consent in writing of the Developer. It is further agreed that the Developer shall not be entitled to withhold such consent unless:

32.1.1. the Total Purchase Consideration and all the amount/s due and payable by him/her/it/them to the Developer under this Agreement are fully received by the Developer and only the Apartment Holder is not in default in payment of all its dues under the provisions of this Agreement and has observed and performed all the terms and conditions of this Agreement;

and/or

32.1.2. the Developer is satisfied that its rights, benefits and interests under this Agreement are fully and adequately safeguarded and that the transferee/assignee/alienee shall in turn be bound by the terms and provisions of this Agreement and the rules and regulations of the Condominium, when formed.

32.2. PROVISIONS OF THIS AGREEMENT APPLICABLE TO THE APARTMENT HOLDER / SUBSEQUENT APARTMENT HOLDERS:

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 said Project shall be equally applicable to and enforceable against any subsequent Apartment Holders/purchasers of the said premises, in case of a transfer, as the said obligations go along with the said premises for all intents and purposes.

32.3. After possession of the said premises has been given to the Apartment Holder by the Developer in terms of this Agreement, the Apartment Holder shall not give the said premises on Leave & Licence / Lease/care taker basis or allow any third party to occupy the said premises or any part thereof (for brevity referred as rental), unless the Apartment Holder has obtained the prior written consent of the Developer/ Condominium, as the case may be, for the same, which consent shall be given on such terms and conditions as may be specified by the Developer/ Condominium, as the case may be

32.3.1. only if such rental is for a minimum duration of twelve months;

32.3.2. upon the Apartment Holder having furnished the required Forms/documentation as specified by the Developer/ Condominium, as the case may be; and

32.3.3. the Apartment Holder is not in breach/ default of any of its commitments/payments under this Agreement.

33. The Apartment Holder and the persons, to whom the said premises are transferred, assigned, let, sublet, given possession of:

33.1. shall, from time to time, sign all applications, papers and documents and do all acts, deeds and things as the Developer and/or the Present Landowner and/or the Condominium may require for safeguarding the interest of the Developer and/or the Present Landowner and/or of the other purchasers/ holders/owners of the other apartments/flats/premises in the Residential Towers '1' and '2' (as may be finally constructed by the Developer in the Project Land).

33.2. shall observe and perform all the bye-laws and/or the rules and regulations of the Condominium (including the additions, alterations or amendments thereof) for the protection

and maintenance of the said Project (viz. Residential Towers '1' and '2' (as may be finally constructed)) and the said premises therein and the common facility/ies and/or amenity/ies (referred to in **sub-clause 37.1. below** and listed in the **Annexure K** annexed hereto) and the rules and regulations and the bye-laws of the M.C.G.M. and all other public bodies/ statutory authorities, as may be in force, from time to time.

33.3. shall observe and perform all the stipulations and conditions laid down by such Condominium regarding the occupation and use of the said Residential Towers '1' and '2' and their concerned apartments/flats/premises therein and shall pay their respective contribution/s regularly and punctually towards the taxes and/or expenses and other outgoings in accordance with the terms of this Agreement.

34. The Apartment Holder hereby agrees and undertakes to be a member of the Condominium (to be formed in the manner provided in this Agreement) and also, from time to time, to sign and execute all applications for membership and duly fill in and submit in the office of the Developer, the same, within 7 (seven) days of intimation in writing, when given by the Developer to the Apartment Holder. The Apartment Holder shall be bound, from time to time, to sign all papers and documents and to do all acts, deeds, matters and things as may be necessary for safeguarding the interest of the Developer, the Present Landowner and of the purchasers/holders/owners of the other apartments/flats/premises in the Residential Towers '1' and '2' (as may be finally constructed by the Developer in the Project Land).

35. The Apartment Holder alongwith the other persons/holders who have taken or have agreed to acquire the other apartments/flats in the said Residential Tower '2' shall be bound and required to become members of the said Condominium. The rights of the Apartment Holder as the holder/transferee of the said premises will be recognised and regulated by the provisions of the Declaration, Bye-laws of the said Condominium, its Bye-laws and/or the rules and regulations, as may be framed by the Developer/said Condominium for the purpose.

36. It is specifically understood and agreed by and between the parties hereto, as and by way of an essential and integral term and condition of this Agreement and of the title to be created in pursuance hereof, that adequate provisions shall be made in the Declaration and the Deed of Apartment/Transfer and/or other documents to be executed in pursuance of this Agreement providing, inter alia, for the terms, conditions and covenants referred to in this Agreement and in the Schedules hereunder written; the exact details of such terms and conditions and covenants shall be as may be reasonably required by the Advocates and/or Solicitors of the Developer, for the benefit of the Project Land.

37. The nature, extent and description of the "common areas and facilities" and of the "limited common areas and facilities" and of the "special limited common areas and facilities" to be located in and/or for the said Project (viz. Residential Towers '1' and '2' (as may be finally constructed)) (as may be determined by the Developer) shall be as under:

37.1. COMMON AREAS AND FACILITIES:

37.1.1. Lift lobbies & Entrance lobbies of the said Residential Tower '2' at Ground level and Stilt/Podium levels and typical floor levels.

- 37.1.2. Common Amenities/Facilities to be located in and/or for the said Project (viz. Residential Towers '1' and '2' (as may be finally constructed)) as listed in the **Annexure K** annexed hereto.
- 37.1.3. The staircase of the said Residential Tower '2', including mid-landing, for the purpose of ingress and egress of the purchasers/holders/owners of apartments/flats in the said Residential Tower '2' and visitors to the apartments/flats in the said Residential Tower '2', but not for the purpose of storing or for recreation or for residence / commercial use or for sleeping.
- 37.1.4. Lift/s in the said Residential Tower '2' will be for the benefit of all the holders of apartments/flats in the said Residential Tower '2' and for visitors to the apartments/flats/premises in the said Residential Tower '2'.
- 37.1.5. Service floor, refuge areas and other provisions for common use in the said Residential Tower '2', as may be/if required to be provided as per the development regulations/revised regulations (as may be applicable, from time to time), as may be finally sanctioned.
- 37.1.6. Save as otherwise specified in this Agreement, all items stated in Clause (f) of Section 3 of the Maharashtra Apartment Ownership Act, 1970, shall also be considered to be "Common Areas and Facilities" for the use of the purchasers/holders/owners of apartments/flats in the said Residential Towers '1' and '2' (as may be finally constructed in the Schedule Property).

The Apartment Holder will have a proportionate undivided interest in the above.

37.2. LIMITED COMMON AREAS AND FACILITIES:

Main landing in front of the lifts on the floor of the said Residential Tower '2' in which the particular Apartment/Flat is to be located. This landing is limited for the use of all apartment-holders/purchasers and visitors to the said Residential Tower '2' (including the residents of the apartments/flats as may be located on that particular floor), as a means of access for reaching the other floors, but not for the purpose of storing or as a recreation area or for residence or for sleeping.

The Apartment Holder will have a proportionate undivided interest in the above.

37.3. SPECIAL LIMITED AMENITIES AND FACILITIES

37.3.1. Car Parking spaces (in the designated Car Park Area/ Floors in the Project) shall be for the use (for car parking) of the purchasers/holders/ owners of apartments/ flats in the Residential Tower '2' (as may be earmarked by the Developer for the benefit of their respective apartments/flats).

37.3.2. The Apartment Holders shall not have any rights whatsoever in or relating to the aforesaid special limited areas and facilities, save and except as provided in this Agreement and subject to the terms hereof. The Deed of Apartment/Transfer shall contain suitable covenants relating to the above.

38. REFUGE, ETC.

As per the directions of the Chief Fire Officer, M.C.G.M., the Apartment Holder has been informed that Refuge Area/s, Service Floor/s may/will be provided on the specified floors of the said Residential Tower '2', if required by the Chief Fire Officer, M.C.G.M. / concerned authority/ies and/or structural requirements and/or the development control regulations/revised regulations (as

may be applicable), from time to time. The Apartment Holder alongwith the other purchasers/holders/owners of apartments/ flats/ premises in the Residential Towers '1' and '2' (as may be finally constructed) shall comply with the above requirements and the other fire safety measures as per the directions and regulations of the Chief Fire Officer, Mumbai Fire Brigade/ concerned authority/ies, and further modifications that may be made thereto, from time to time.

39. The benefit of the use of the Car Parking Spaces (in the designated Parking Floors/Area in the Project) for the Residential Tower '1' / Residential Tower '2' (as may be finally constructed) shall be earmarked/ provided by the Developer (as per its discretion) for use by the respective holder/s of the apartments/flats/premises in the Residential Tower '1' and/or the Residential Tower '2') for the specific purpose of parking their respective light motor vehicle/s. The said use of the respective earmarked parking space/s shall be heritable and transferable along with the respective apartment/premises for which it is earmarked/ provided.
40. It is specifically understood and agreed by and between the parties hereto, as and by way of an essential and integral term and condition of this Agreement and of the title to be created in pursuance hereof, that adequate provisions shall be made in the Declaration and in the Deed of Apartment/ Transfer and/or other documents to be executed in pursuance of this Agreement providing, inter alia, for the terms, conditions and covenants referred to in this Agreement and in the Schedules hereunder written; the exact details of such terms and conditions and covenants shall be as may be reasonably required by the Advocates and/or Solicitors of the Developer, for the benefit of the said Residential Tower '2' and Residential Tower '1' (as may be finally constructed) and the Project Land.
41. The Apartment Holder shall be liable and hereby expressly agrees to bear and pay/reimburse to the Developer (as and when demanded by the Developer) to the extent paid by the Developer, all existing and future taxes and/or statutory impositions, levies, surcharges, cesses, duties and/or like statutory imposition/s charged levied or sought to be recovered by the concerned Authority, relating to the transaction for transfer of the said premises (as envisaged herein) and/or the documentation that may be executed between the parties hereto for the same, including, but not limited to, taxes/charges and/or levies that are/may be imposed, if any, whether payable in the first instance or otherwise and all increases therein which are/may be levied or imposed by the concerned local authorities and/or the Government and/or public bodies or authorities. The Developer will also have a charge on the said premises (as and when constructed) for the aforesaid taxes/ charges/ levies (including interest thereon) till such time as the said outstanding amount/s (including interest thereon) are paid/ reimbursed to the Developer by the Apartment Holder. The Apartment Holder expressly agrees to the above and undertakes to indemnify the Developer in respect of the same. It is expressly clarified that the Total Purchase Consideration mentioned in **Clause 7.1 above** is not inclusive of the statutory charges, levies, payments, etc. specified in this Clause.
42. That all notices to be served on the Apartment Holder and the Developer and the Present Landowner, as contemplated by this Agreement, shall be deemed to have been duly served if sent to the Apartment Holder and the Developer and the Present Landowner, to their notified Email ID and by Registered Post A.D / by prepaid post under Certificate of Posting / Courier at their

respective addresses specified below:

Name of Apartment Holder: Mr. Achal Mittal And Mrs. Shweta Jain

**Apartment Holder's Address:- A-4005, Indiabulls Blu Bldg, Worli , Ganpatrao Kadam Marg
Mumbai, Maharashtra 400013**

Notified Email ID achalmittal@liquiloans.com;shwetajain@liquiloans.com

The address for service of all communications to the Developer shall be its registered Office at Plot No. C-30, Block 'G', Opposite SIDBI, Bandra – Kurla Complex, Bandra (East), Mumbai 400051.

Notified Email ID: customerrelationship@kraheja.com

The address for service of all communications to the Present Landowner shall be its registered Office at 1, Mittal Chambers, 228, Nariman Point, Mumbai- 400021

Notified Email ID: corporate@modernindia.co.in

It is expressly clarified as under:

- (a) It shall be the duty of the Apartment Holder and the Developer and the Present Landowner to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Developer or the Present Landowner or the Apartment Holder, as the case may be.
- (b) In case there are Joint Apartment Holders, they shall be considered as joint and severable apartment holders for the purposes of this clause and all communications shall be sent by the Developer to the Apartment Holder 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 Apartment Holders.

43. Till the Deed of Apartment is executed in favour of the Apartment Holder as provided in this Agreement or the formation of the Condominium and handover of the management and accounts to the Condominium (whichever is earlier), the Apartment Holder shall permit the Developer and/or its servants and agents, with or without workmen and others at all reasonable times to enter into and upon the said premises or any part thereof.

43.1. to view and examine the state and condition thereof and the Apartment Holder shall make good, within 3 (three) months of the Developer giving notice, all defects, decays and wants of repair of which such notice in writing shall be given by the Developer to the Apartment Holder;

43.2. for carrying out any work to any part of the Residential Towers '1' and '2' (as may be finally constructed by the Developer in the Project Land), including for the purpose of repairing, maintaining, re-building, replacing, cleaning, lighting and keeping in order and condition all services, drains, pipes, cables, water-courses, gutters, wires, partition walls or structure or other conveniences belonging to or serving or used for the Residential Towers '1' and '2' (as may be finally constructed by the Developer in the Project Land), and also for the purpose of laying, maintaining, repairing, replacing and testing drainage and water-pipes and electric wires and cables and for similar other purposes and for all other purposes contemplated by this Agreement.

44. The Apartment Holder irrevocably and expressly consents to the phase-wise development of the

said Residential Towers '1' and '2' by the Developer in the Project Land and any variations/modifications thereto (including as specified in this Agreement), as may be decided by the Developer, from time to time, and approved by the concerned authorities, from time to time), and the mode/s of transfer of title to the said premises (as set out in this Agreement), so long as the following is/are complied with.

44.1. the carpet area of the said premises and the location of the said premises and the specifications and amenities to be provided in the Residential Tower '2' and the said premises therein (as set out in the **Annexure B** annexed hereto) are not altered/reduced and

44.2. the use and benefit of the Common Amenities and facilities (referred to in **sub-clause 37.1. above**), subject to conditions, including the fees and other payments as maybe specified by the Developer/Maintenance Agency (as the case may be), will not be withdrawn.

45. The Developer shall have a first lien and charge on the said premises agreed to be acquired by the Apartment Holder in respect of all amount/s (including interest thereon) which become due and payable by the Apartment Holder to the Developer (under the provisions of this Agreement) till such time as the said outstanding amount/s (including interest thereon) are paid to the Developer.

46. As hereinabove recited, the Apartment Holder is aware that the Developer and the Present Landowner, respectively, have created security interests in respect of their respective entitlement in the Project Land and the Residential Towers '1' and '2' (proposed to be constructed therein) in favour of the Housing Development Finance Corporation Limited {"HDFC Ltd"} (since merged with HDFC Bank Limited {"HDFC Bank Ltd"} pursuant to the composite scheme of amalgamation sanctioned by the National Company Law Tribunal), vide Unilateral Deed of Simple Mortgage/s, details of which are stated in **Annexure F** annexed hereto.

46.1. HDFC Bank Ltd. has given its NOC for sale of the said premises agreed to be acquired by the Apartment Holder under this Agreement (copy whereof is annexed hereto and marked as **Annexure G**);

46.2. The Apartment Holder hereby expressly consents to the above.

46.3. The Apartment Holder hereby gives his/her/its/their express consent to the Developer and the Present Landowner to raise any further loan against their respective entitlement in the apartments/flats comprised in the Residential Towers '1' and '2' (as may be finally constructed by the Developer in the Project Land) and their respective proportionate undivided interest in the Project Land (excluding the said premises agreed to be acquired by the Apartment Holder under this Agreement) and to create charge/security on the same with any Bank/s or other financial institution/s or any other party. Provided however that nothing shall affect the already subsisting mortgage created over the said premises in favour of HDFC Ltd. (since merged with HDFC Bank Limited and now known as HDFC Bank Ltd) read with the aforesaid NOC.

47. Forwarding this Agreement to the Apartment Holder by the Developer/Present Landowner does not create a binding obligation on the part of the Developer/Present Landowner or the Apartment Holder until, firstly, the Apartment Holder signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Apartment Holder and secondly, appears for registration of the same before the

concerned Sub- Registrar as and when intimated by the Developer. If the Apartment Holder(s) fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Apartment Holder and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Apartment Holder for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Apartment Holder, the application for reservation of the said premises of the Apartment Holder/allotment of the said premises shall be treated as cancelled as per the terms mentioned in the Application Form.

48. This Agreement shall be treated as the principal instrument as contemplated by Section 4 of the Maharashtra Stamp Act, 1958 and the Application Form/Allotment Letter as may be executed/obtained in favour of the Apartment Holder, in implementation of the provisions of this Agreement shall be considered to be the ancillary/other instruments contemplated by the aforesaid Section 4.
- 48.1. All amounts payable towards stamp duty (and surcharges, if any payable) in respect of the transaction envisaged under this Agreement, shall be borne and paid by the Developer and the Present Landowner. The Apartment Holder is, in any case, not responsible nor liable either for non-payment of stamp duty (and surcharges, if any payable).
- 48.2. All amounts payable towards registration charges (and surcharges, if any), of and incidental to this Agreement, shall be borne and paid by the Apartment Holder. The Developer and the Present Landowner are, in any case, not responsible nor liable either for non-payment of registration charges (and surcharges, if any payable).
- 48.3. The above is in addition to the contribution of the Apartment Holder towards the legal costs, charges and expenses specified in **Clause 17 above**.
49. Any delay tolerated or indulgence shown by the Developer in enforcing the terms of this Agreement or any forbearance or extension / giving of time to the Apartment Holder shall not be construed as a waiver on the part of the Developer of any breach or non-compliance of any of the terms and conditions of this Agreement by the Apartment Holder nor shall the same in any manner prejudice the rights of the Developer.
50. All payments required to be made under this Agreement shall be made by Account Payee Cheques/ Pay Order/ RTGS/ NEFT in favour of the Developer, no payment made otherwise than as aforesaid, shall be valid or binding against the Developer. It is clarified that payments received vide cheque/s will be considered to be paid to the Developer only on the realisation/s thereof.
51. As required by the Income-tax (Sixteenth Amendment) Rules, 1998:
- (a) The Developer states as under:
We, **K. RAHEJA CORP PRIVATE LIMITED**, are assessed to Income-Tax and the Permanent Account Number allotted to us is [**AAACP0522B**].
- (b) The Present Landowner states as under:
We, **MODERN INDIA LIMITED**, are assessed to Income-Tax and the Permanent Account Number allotted to us is [**AAACT4121E**]
- (c) The Apartment Holder state/s as under:

I, **Mr. Achal Mittal**, the 1st Apartment Holder withinnamed, am assessed to Income-tax, and the Permanent Account Number allotted to me is **AOUPM6988F**

I, **Mrs. Shweta Jain**, the 2nd Apartment Holder withinnamed, am assessed to Income-tax, and the Permanent Account Number allotted to me is **AHEPJ3408Q**

52. **DISPUTE RESOLUTION:** - Any dispute or difference between the parties in relation to this Agreement and/or the terms thereof shall be settled amicably. In case of failure to settle such dispute/difference amicably, the same shall be referred to the Regulatory Authority as per the provisions of RERA.
53. **GOVERNING LAW:** The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force, as applicable in Mumbai City/ Maharashtra.
54. **MISCELLANEOUS** - Clause headings are for reference and convenience of the parties only and do not define, limit or enlarge the meaning, interpretation or scope of any of the clauses hereof.

THE FIRST SCHEDULE ABOVE REFERRED TO
(Description of the “Schedule Property” or “Project Land”)

All that piece and parcel of land bearing Plot No. D-1 admeasuring 12,601.99 square meters or thereabouts (excluding set-back area of 535.80 square meters) bearing Cadastral Survey No. 7/1895 of Byculla Division, E Ward situate lying and being at Keshavrao Khadye Marg, Mahalaxmi, Mumbai- 400011 in the Registration District and Sub District of Mumbai City and bounded as follows:-

On or towards the North: By 42.60 m wide K Khadye Marg;

On or towards the South: By sub-divided Plot No. C;

On or towards the East: Partly by sub-divided Plot No. A-1 and partly by Plot No. B of Mahalaxmi Property and

On or towards the West: By Railway lines of Western Railway.

THE SECOND SCHEDULE ABOVE REFERRED TO:
(Terms, Conditions and Covenants to be observed by the Apartment Holder/s)

I. RAILWAY TRACK BOUNDARY

Regulation 45 of DCPR 2034 provides that “No NOC from Railway Authorities will be required wherever any construction is undertaken beyond 30 m from the Railway Track boundary subject to the condition that no part of building shall project within 30 m from the Railway Track boundary. The proposed development of the Project named “Raheja Modern Vivarea” is undertaken beyond 30 m from the Railway Track boundary and therefore NOC from the Railway Authority is not required as per Regulation No.45(C) of DCPR 2034. The Apartment Holders together with the holders/purchasers/owners of other apartments in the said Residential Towers ‘1’ and ‘2’ shall be

liable to ensure that no part of the Residential Towers '1' and '2' shall project within 30 m from the Railway Track Boundary and shall ensure compliance with the above Regulation.

II. PROPOSED ELECTRICAL SUB-STATION/S AND/OR RECEIVING STATION/S:

An Electrical Sub- station/s and/or Receiving Station/s is/are proposed to be constructed on portion of the Project Land, on such terms (including lease) as may be required by the electricity supplying authority, to serve, inter alia, the said Residential Towers '1' and '2' (as may be finally constructed by the Developer in the Project Land) and as may be directed by the electricity supplying authority. Additional sub-station/s and/or Receiving Station/s, as required by the electricity supplying authority shall be provided in the said Project Land/any part thereof and will serve, inter alia, such of the Residential Towers '1' and '2' and/or structures, and as may be directed by the electricity supplying authority.

III. DRAINAGE / SEWERAGE / CABLES / UTILITY SERVICES:

The drainage/sewerage lines of the Residential Towers '1' and '2' (as may be finally constructed by the Developer in the Project Land) and the electric cables, telephone lines, storm water drains, sewers and service lines serving the Residential Towers '1' and '2' and/or structure/s (as may be finally constructed by the Developer in the Project Land) will run under/ across portion/s of the Project Land, as may be decided by the Developer.

IV. RECREATIONAL FACILITIES IN THE PROJECT/ PROJECT LAND :

1. The common areas, facilities and amenities in the Project named '**Raheja Modern Vivarea**' (including as specified in the **List** annexed hereto and marked as **Annexure K** (subject to approval from the M.C.G.M./concerned authorities)) are for the use and benefit, in common, of all the purchasers/holders/owners of apartments/flats in Residential Towers '1' and '2' (as may be finally constructed by the Developer in the Project Land).
2. The proposed Common Amenity/ies (including as specified in the **List** annexed hereto and marked as **Annexure K** (subject to approval from the M.C.G.M./ concerned authorities)) shall, after (and to the extent) the same are provided, be for the use and benefit of the holders of apartments in the Residential Towers '1' and '2' (as may be finally constructed by the Developer in the Project Land), subject to the rules, as may be framed by the Developer/said Condominium, including in relation to payments to be made for the same. The recreational facilities/amenities proposed in the Project/Project Land (which includes the proposed Common Amenity/ies referred to above) will be provided by the Developer by the time of completion of the entire Project (comprising of the Residential Towers '1' and '2' on the Project Land).

- V.** The location and alignment of the open space/s, areas, R.G., and/or structure/s (presently sanctioned in the Project/Project Land), are subject to revision/ change/variation, as may be decided by the Developer. As hereinbefore recited, the layout presently sanctioned is an interim layout and the Developer reserves the right and shall be entitled to further amend, change or revise the said layout, from time to time, and modifying / amending the sanctioned approvals and obtaining further sanction/s for the same, so as to utilise/ consume the optimum and maximum development potential (present and future) presently estimated at 72,050.75 square meters (excluding Fungible F.S.I. and areas which are permitted free of F.S.I.) of the Project Land described in the First Schedule hereunder written, in phases, till the completion of the entire development of the Project Land and in accordance with the plans as may ultimately be approved and/or amended and sanctioned by the M.C.G.M. and/or other bodies and/or authorities concerned; but without altering the location, area

and amenities of the premises agreed to be acquired by the Apartment Holder under this Agreement. Other common amenity areas in the Project/Project Land shall be as determined by the Developer at its own discretion. The Apartment Holder expressly consents to the above variations, as may be decided by the Developer, including as provided in **Clauses 2, 3, 4 and 5 above**.

VI. PROVISION FOR MAINTENANCE, REPAIRS & REPLACEMENTS OF THE INFRASTRUCTURAL FACILITIES/REQUIREMENTS/ CONVENIENCES WHICH ARE TO SERVE OR BE USED IN COMMON BY BOTH THE RESIDENTIAL TOWERS '1' AND '2' AND/OR STRUCTURE/S THAT MAY BE FINALLY CONSTRUCTED IN THE PROJECT LAND

The infrastructural facilities/ utilities/ services like electric sub-station/s and /or receiving station/s, water mains, sewers, surface water drains, service lines, sewerage treatment plant, transformer/s, etc. in the Project/Project Land shall be maintained, repaired and/or replaced by the Developer/said Condominium. The cost of maintaining, repairing and/or replacing the same and expenses relating thereto shall be borne and paid/reimbursed by the Apartment Holder and the other owners/occupants/users of premises in the Residential Towers '1' and '2' (as may be finally constructed by the Developer in the Project Land) in their respective shares (which will be in the proportion which the respective area of their respective premises bears to the total area that may be finally constructed by the Developer on the Project Land) as will be determined by the Developer. The Apartment Holder will be obliged, as and when required, to contribute proportionately towards the cost of maintenance, repairs and/or replacement/s of the same in such manner as may be directed by the Developer/said Condominium (as the case may be).

VII. COVENANTS, STIPULATIONS, TERMS AND CONDITIONS WHICH SHALL GOVERN THE PROPORTIONATE UNDIVIDED RIGHT, TITLE AND INTEREST OF THE APARTMENT HOLDER:

Covenants, stipulations, terms and conditions which shall govern the proportionate undivided right, title and interest of the Apartment Holder in the Project Land described in the First Schedule hereunder written, as an obligation attached to the ownership, management and beneficial enjoyment of the Project Land and other matters incidental or ancillary thereto or otherwise connected therewith as covenants running with the Project Land for all times to come and the benefit thereof will enure to and the burden thereof shall be binding on the respective purchaser/s or holder/s or owner/s of premises in the Residential Towers '1' and '2' that are to be finally constructed thereon by the Developer.

1. The Apartment Holder (together with the other purchasers/holders/owners of premises in the Residential Towers '1' and '2', as may be finally constructed by the Developer on portion of the Project Land) shall be entitled to the proportionate undivided interest in the Project Land and such proportionate undivided interest of the Apartment Holder/each purchaser/holder/owner of apartments/flats/ premises shall be directly proportionate to the F.S.I. consumed in his/her/its respective premises in relation to the total F.S.I. consumed in the Residential Towers '1' and '2' (as may be finally constructed and submitted to the provisions of the MAO Act).

The Apartment Holder expressly accepts and consents to the above and shall not raise any objection to the above on any count whatsoever.

2. The Apartment Holder (together with all the purchasers/holders/owners of the other apartments/flats/ premises in the Residential Tower '2', as may be finally constructed by the

Developer on portion of the Project Land) shall be entitled to the benefit of the F.S.I. as may be finally consumed in the construction of the Residential Tower '2', with full right to repair and/or reconstruct thereon (in whole or in part/s), at any time in the future, as per the then applicable rules and regulations and provisions of law, with the right :

- 2.1. to the benefit, use and enjoyment of the Proposed Common Amenity/ies listed in **Annexure K** annexed hereto (after and to the extent the same are provided), in common with the purchasers/holders/owners of apartments/flats in Residential Tower '1', subject to conditions, including fees and other payments as maybe specified by the Developer / said Condominium and
- 2.2. to utilise the proportionate increase in the future F.S.I., if any (as may be attributable to their respective proportionate undivided interests) subsequent to the execution of the Deed/s of Apartment/Transfer in their favour, respectively (strictly in keeping with the rules and regulations of the M.C.G.M. that may be in force at the relevant time).
3. Until the entire development of the Project is completed as provided in this Agreement, the Apartment Holder (individually and/or collectively with the purchasers/holders/ owners of the other apartments/flats/ premises in the Residential Tower '2', as may be finally constructed by the Developer on portion of the Project Land) shall not be entitled to:
 - 3.1. carry out any additions/alterations to their respective Apartment/s and/or Residential Tower '1' and/or Residential Tower '2' (as may be finally constructed by the Developer), without prior necessary approvals being obtained from the municipal and other concerned authorities.
 - 3.2. make any additions/alterations to their respective Apartment/s and/or the Residential Tower '1' and/or Residential Tower '2' (as may be finally constructed thereon by the Developer) which would result in the built up area of the finally constructed Residential Towers '1' and '2' exceeding the F.S.I. as may be finally consumed in the said Residential Towers '1' and '2' (as may be finally constructed by the Developer on portion of the Project Land)
4. The Apartment Holder (individually and/or collectively with the purchasers/ holders/owners of the other apartments/flats/ premises in the Residential Towers '1' and '2', as may be finally constructed by the Developer on portion of the Project Land) does / do not have nor shall it/they claim any right, title or interest of any nature whatsoever in, to and/or in respect of or concerning/relating to the Project Land, save and except:
 - 4.1. the right to the F.S.I. consumed in its respective premises in relation to the total F.S.I. consumed in the Residential Towers '1' and '2' as may be finally constructed by the Developer on the Project Land.
 - 4.2. the right to the proportionate increase in the future F.S.I., if any, (as may be attributable to its proportionate undivided interest) subsequent to the execution of the Deed of Apartment/Transfer in their favour, respectively (strictly in keeping with the rules and regulations of the M.C.G.M. that may be in force at the relevant time) and
5. The Apartment Holder, being fully aware of the phase-wise proposed development/construction of the Residential Tower '1' and Residential Tower '2' by the Developer on portion of the Project Land, shall not (individually and/or collectively with the purchasers/holders/owners of the other apartments/flats/ premises in the Residential Tower '2' that may be finally constructed by the Developer on portion of the Project Land) under

any circumstances whatsoever object to or obstruct or create any hindrance to the Developer and shall not claim any right, title or interest of any nature whatsoever in the aforesaid rights and entitlements of the Developer and/or the Present Landowner.

6. The Apartment Holder (individually and/or collectively with the purchasers/holders/owners of the other apartments/flats/ premises in the Residential Towers '1' and '2' (as may be finally constructed by the Developer in the Project Land) shall not transfer / convey their respective premises in the Residential Towers '1' and '2' and their respective proportionate undivided interest in the said Project Land, without incorporating the aforesaid covenants and stipulations.
7. The covenants contained in this Agreement shall run with the Project Land and the benefit thereof will enure to and the burden thereof shall be binding on the respective purchaser/s or holder/s or owner/s of premises in the Residential Towers '1' and '2' (as may be finally constructed by the Developer) and the Apartment Holder shall not be entitled to raise any objection to the same under any circumstances whatsoever.
8. The aforesaid covenants shall be incorporated in the Deed of Apartment/Transfer to be executed in favour of the Apartment Holder.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day and year first hereinabove written.

SIGNED AND DELIVERED by the)
withinnamed **Developer**,)
K Raheja Corp Private Limited through)
the hands of its Authorised Signatory)
Mr. _____)
duly authorized vide the Resolution of the Board)
of Directors dated _____)
in the presence of)
.....)
_____)

SIGNED AND DELIVERED by the)
withinnamed **Present Landowner**,)
Modern India Limited through)
the hands of its Constituted Attorney)
_____)
in pursuance of the Power of Attorney)
dated 30th June, 2017 and registered)
on 18th October 2017 in the presence of)
.....)
_____)

SIGNED AND DELIVERED by the)
withinnamed **Apartment Holder**)
Mr. Achal Mittal)
Mrs. Shweta Jain)
in the presence of)
_____)
_____)

DATED THIS _____ DAY OF _____ 2023.

K. RAHEJA CORP PRIVATE LIMITED

... **Developer**

AND

MODERN INDIA LIMITED

... **Present Landowner**

AND

(1) Mr. Achal Mittal

(2) Mrs. Shweta Jain

... **Apartment Holder**

Address:

A-4005, Indiabulls Blu Bldg, Worli, Ganpatrao Kadam Marg,

Mumbai, Maharashtra 400013

Mobile No.: **9820271017**

A G R E E M E N T

(Apartment No. **1501** on the **15th** habitable floor of the Residential Tower '2' named as "Raheja Modern Vivarea South Tower" (being constructed as Phase 2 of the Project known as "**RAHEJA MODERN VIVAREA**"), on portion of Plot No. D-1 bearing Cadastral Survey No. 7/1895 of Byculla Division, E Ward situate lying and being at Keshavrao Khadye Marg (Clerk Road), Mahalaxmi, Mumbai- 400011
