

## **AGREEMENT FOR SALE OF PREMISES**

**THIS AGREEMENT** is made at Mumbai this \_\_\_\_\_ day of \_\_\_\_\_, 2023

### **BETWEEN**

**CCI PROJECTS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 with CIN U70102MH2000PTC128732 having its registered office at Rivali Park, CCI Compound, Western Express Highway, Borivali (East), Mumbai-400 066 (hereinafter referred to as “**the Promoter**”, which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors in title and assigns) of the **FIRST PART**

### **AND**

**Mrs. Poonam Kumari & Mr. Rakesh Kumar** having his/her/their address at **Flat No 21, Building No 12, Kamdhenu Apartment, Hariom Nagar, Mulund East, Mumbai-400081** hereinafter referred to as “**the Allottee/s**”, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the coparcenary and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in case of a body corporate/company its successors and permitted assigns) of the **SECOND PART**.

The Promoter and the Allottee/s are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”, as the context may require.

## **WHEREAS:**

- A. Cable Corporation of India, a company incorporated and registered under the provisions of the Companies Act, 1956 with CIN U31300MH1957PLC010964 and having its registered office at 4<sup>th</sup> Floor, Laxmi Building, 6, Shoorji Vallabhdas Marg, Ballard Estate, Mumbai 400 001 (“**the Owner**”) was the owner of and otherwise well and sufficiently entitled to all those pieces or parcels of land or ground bearing (i) City Survey No. 165 of Village Magathane, admeasuring 1,46,859 square meters, (ii) City Survey Nos.163A/1 and (iii) 163A/2 of Village Magathane, admeasuring 4,469 square meters thereby aggregating to 1,51,328 square meters or thereabouts situate, lying and being near Western Express Highway, Village Magathane, Taluka Borivali, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban, (“**the said Plot**”). The said Plot is more particularly described in the **First Schedule** hereunder and which is shown in black colour boundary on the attached PLP.
- B. From time to time, the Owner has transacted with and dealt with different portions of the said Plot, inter alia:
- (i) By and under various Development Agreements, arrangements and writings, the Owner had granted development rights to one Kanakia Spaces Private Limited with respect to certain portions of the said Plot granting, inter alia, the right to construct upon portion admeasuring approx. 57,234 sq. mts of the said Plot (“**Kanakia DA Lands**”) and to sell and transfer the units in the buildings constructed thereon, on the terms and conditions mentioned therein. Out of the Kanakia DA Lands, a portion of the land admeasuring 2,530 sq. mts along with constructed amenity of a municipal Maternity Home and Dispensary has been developed and handed over to MCGM. The Kanakia DA Lands are shown in green colour hatch on the attached PLP.
  - (ii) Pursuant to various Development Agreements / Project Management Agreements, writings and arrangements, the Owner has granted to the Promoter rights with respect to certain portions of the said Plot, inter alia, the right to construct upon such portions of the said Plot and to sell and transfer the units in the buildings constructed thereon, and has also executed and registered Powers of Attorney authorizing the Company to do all such acts, deeds, matters or things in respect of such properties under the Development Agreements / Project Management Agreements. (“**collectively the CCIP Agreements**”). The details of the CCIP Agreements are more particularly set out in the Title Certificate (defined herein below).
  - (iii) The said Plot is affected by 2 (two) Internal Layout Roads (“**Internal Layout Roads**”) to ensure unhindered access to various users of the said Plot from the main road, Deed of Right of Way has been executed with respect to the same. The Internal Layout Roads are delineated in grey colour wash on the attached PLP.
  - (iv) In or around March 2020, a portion of the said Plot admeasuring 32,928.22/- square metres has been sold to Radhakishan Shivkishan Damani, Derive Trading & Resorts Private Limited and Avenue Supermarts Limited (hereinafter referred to as “**the Damani Plot**”). The Damani Plot is shown in cyan colour hatch on the attached PLP.
- C. Consequent to the sale of the Damani Plot, the Owner is the owner of and otherwise well and sufficiently entitled to all those pieces or parcels of land or ground bearing (i) City Survey No. 165 of Village Magathane, admeasuring 1,13,931 square meters and (ii) City Survey Nos.163A/1 and (iii) 163A/2 of Village Magathane, admeasuring 4,469 square meters thereby aggregating to 1,18,400 square meters or thereabouts situate, lying and being near Western Express Highway, Village Magathane, Taluka Borivali, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban (“**the Larger Property**”). The Larger Property is more particularly described in the **Second Schedule** hereunder and is shown in red colour boundary on the attached PLP.

- D. Pursuant to the CCIP Agreements, the Promoter is undertaking a phase wise mixed use development known as “Rivali Park” on a portion of the Larger Property admeasuring 57,825.78 square metres (“**Rivali Park Land**”). The Rivali Park Land is more particularly described in **Third Schedule** hereunder and is shown in blue colour boundary on the attached PLP.
- E. At present, the Real Estate Project (defined hereinafter) is proposed to be constructed by the Promoter on a portion of the Rivali Park Land admeasuring 920.51 sq. metres (“**the said Land**”). The said Land is more particularly described in **Fourth Schedule** hereunder and is shown in red colour wash on the attached PLP.
- F. The details pertaining to the title of the Promoter to the Rivali Park Land, pertinent approvals and permissions issued in respect of the Real Estate Project (defined hereinafter), litigation proceedings in respect of the Rivali Park Land, encroachments (if any) on the Rivali Park Land, permission to be obtained which affects the Promoter’s title to develop the Rivali Park Land, and mortgages/charges on the Rivali Park Land (if any), are set out in the Title Certificate dated 23<sup>rd</sup> February 2023 issued by M/s. Kanga & Co. Copy of the Title Certificate dated 23<sup>rd</sup> February 2023 is annexed hereto and marked as **Annexure “A”** hereto (“**Title Certificate**”). Copies of the Title Certificate are uploaded on the website of Maharashtra Real Estate Regulatory Authority under the project name “**Rivali Park - Sunburst**”.
- G. Subject to what is set out in the Title Certificate and the Recitals hereinabove, the Promoter states that:
- (i) There are no covenants affecting the Rivali Park Land and/or any part thereof;
  - (ii) There are no impediments attached to the Rivali Park Land and/or any part thereof;
  - (iii) There are no tenants / occupants on the said Land and/or any part thereof and the Promoter is in exclusive possession thereof;
  - (iv) A portion of the Rivali Park Land admeasuring 3,932 sq. mts is reserved as Amenity Open Space (“**AOS Portion**”) and is required to be handed over to the MCGM in accordance with the provisions of the Development Control Regulations for Greater Mumbai, 1991 as may be amended from time to time and / or as per the Development Control and Promotion Regulations, 2034 as amended from time to time. The AOS Portion is delineated in is shown in green colour boundary on the attached PLP.
  - (v) There are occupants on the Rivali Park Land in the Completed Projects (as defined and more particularly set out hereinafter) and also in an existing commercial structure on a portion of the Rivali Park Land admeasuring 3,436 square meters;
  - (vi) There are no illegal encroachments on the Rivali Park Land and/or any part thereof;
  - (vii) There is no permission that is required to be obtained from any Government or Authority which affects the title to Rivali Park Land and/or any part thereof;
  - (viii) There is no mortgage or encumbrance on the Rivali Park Land save and except Deed of Mortgage dated 2<sup>nd</sup> February 2023 bearing registration no. BRL-6-2112- 2023 whereby, a mortgage has been created over, inter alia, a portion of the Rivali Park Land and buildings to be constructed thereon, in favour of Vistra ITCL (India) Limited, on the terms and conditions more particularly stated therein. The details of such mortgage are set out in the Title Certificate.

- H. The scheme of proposed development of the Rivali Park Land is attached at **Annexure “B”** hereto which discloses, inter alia, the sanctioned / proposed designated uses of the buildings/structures/towers/wings already constructed / proposed to be constructed and the proposed phase/s of development on the Rivali Park Land and the conceptual layout for the phase wise development of the Rivali Park Land. Such development may be carried out by the Promoter at its sole discretion either in terms of the plans as proposed in **Annexure “B”** or in such other manner as may be possible under the Development Control Regulations for Greater Mumbai, 1991 and/or the Development Control and Promotion Regulations, 2034 as amended from time to time (“**DCR**”) / applicable laws. The Promoter is entitled to develop the Rivali Park Land by consuming maximum Floor Space Index (“**FSI**”) and constructing buildings thereon as more particularly set out in this Agreement and in accordance rules and regulations that may be applicable from time to time.
- I. The principal and material aspects of the development of the Rivali Park Land (“**Whole Project**”) as disclosed by the Promoter are briefly stated below:
- (1) The Whole Project is being developed on the Rivali Park Land in a phase wise manner; the Promoter proposes to utilize a total FSI of 5.00 i.e. approx. 5,92,000 sq. mts on gross plot area of the Larger Property plus compensatory fungible FSI plus free of FSI areas (including but not limited to parking areas, amenities etc) and any other development or buildable potential and / or benefit that may become available for utilization on the Rivali Park Land (“**Proposed Full Development Potential**”) in the course of the phase wise development of the Rivali Park Land and the Whole Project.
  - (2) The Promoter has 3 (three) RERA registered projects on a portion of the Rivali Park Land i.e. (i) Whitespring RERA registration No. P51800002287 (ii) Wintergreen RERA registration No. P51800003067 and (iii) Arcade RERA registration No. P51800018662 (hereinafter collectively referred to as the “**Completed Projects**”).
  - (3) The Promoter has, from time to time and hereunder, disclosed to the Allottee/s the designated/proposed use of the various buildings/structures/towers/wings constructed and proposed to be constructed on the Rivali Park Land *inter alia* specifying and identifying the Whole Project, the Real Estate Project (defined herein below), Completed Projects, the Other Residential Component (defined herein below), the Other Commercial Component (defined herein below), the Whole Project Included Amenities (defined herein below), the Exclusive Amenities for Wintergreen Whitespring (defined herein below), the Exclusive Amenities for the Other Residential Component, the Exclusive Amenities for the Other Commercial Component, Exclusive Amenities for New Phase Residential Component (defined herein below), the AOS Portion Building (defined herein below), the Exclusive Amenities for AOS Portion Building (defined herein below), the access and driveways to the Whole Project, the Basements to Podia Levels in the Whole Project (defined herein below) and the phase/s in which the Promoter proposes to develop the Whole Project by utilizing the Proposed Full Development Potential, shown on the proposed layout plan which is annexed to this Agreement as **Annexure “B”**. (“**Proposed Layout With Phasing / User**” or “**PLP**”).
  - (4) The Allottee/s has/have also perused copies of the approved amended plans showing the overall layout, dated 22nd November, 2022 bearing reference no. CHE/A-3016/BP(WS)/AR (“**Sanctioned Plan**”) issued by Municipal Corporation of Greater Mumbai (“**MCGM**”), which is annexed to this Agreement as **Annexure “C”**.
  - (5) The PLP annexed as **Annexure “B”** hereto discloses *inter-alia*:
    - (A) The Real Estate Project (defined herein below);

- (B) The Completed Projects already constructed by the Promoter on the Rivali Park Land i.e.
- (i) A residential building known as **“Whitespring”** consisting of 2 (Two) wings (hereinafter referred to as the **“Whitespring Residential Component”**, which is shown in blue colour wash on the attached PLP).
  - (ii) A residential building known as **“Wintergreen”** consisting of 6 (Six) wings (hereinafter referred the **“Wintergreen Residential Component”**, which is shown in blue colour wash on the attached PLP).
  - (iii) The common areas, facilities and amenities exclusive for the Wintergreen Residential Component and Whitespring Residential Component (hereinafter collectively referred to as **“Exclusive Amenities for Wintergreen Whitespring”**, which are more particularly shown in blue colour hatch on the attached PLP).
  - (iv) A commercial component known as **“The Arcade”** consisting of 5 (five) commercial units (hereinafter referred to as the **“Arcade Commercial Component”**)
- (C) In addition to the Real Estate Project, the Promoter has earmarked portion/s of land on the Rivali Park Land for further development (**“Land For Further Development”**) which is shown in black colour hatch on the attached PLP on which the Promoter proposes to develop/is developing in the following manner:

As part of the Whole Project, the Promoter proposes to construct on the Rivali Park Land:

- (a) Residential tower 2 which will be registered as a separate real estate project along with its common areas, facilities and amenities (hereinafter referred to as the **“Tower 2”**), which is shown in on the attached PLP.
- (b) Residential tower 3 which will be registered as a separate real estate project along with its common areas, facilities and amenities (hereinafter referred to as the **“Tower 3”**), which is shown on the attached PLP.
- (c) Residential tower 4 which will be registered as a separate real estate project along with its common areas, facilities and amenities (hereinafter referred to as the **“Tower 4”**), which is shown on the attached PLP.
- (d) Residential tower 5 which will be registered as a separate real estate project along with its common areas, facilities and amenities (hereinafter referred to as the **“Tower 5”**), which is shown wash on the attached PLP.
- (e) Residential tower 6 which will be registered as a separate real estate project along with its common areas, facilities and amenities (hereinafter referred to as the **“Tower 6”**), which is shown on the attached PLP.
- (f) Residential / Commercial tower 7 which will be registered as a separate real estate project along with its common areas, facilities and amenities (hereinafter referred to as the **“Tower 7”**), which is shown wash on the attached PLP.

The proposed residential buildings/structures/towers/wings including but not limited to Towers 2, 3, 4, 5, 6, 7 along with their respective common areas, facilities and amenities being developed/proposed to be developed on the Land For Further Development, are hereinafter collectively referred to as the

**“Other Residential Component”**. In the event Tower 7 is a commercial tower, then Tower 7 shall not be included in the “Other Residential Component” and shall be considered to be a part of “Other Commercial Component”. The Promoter may in its sole discretion decide the portion of the Rivali Park Land upon which the Other Residential Component shall be developed/being developed and the manner of such development. The Real Estate Project and the Other Residential Component are hereinafter collectively referred to as **“New Phase Residential Component”**.

- (g) The Other Residential Component proposed to be developed as part of the Whole Project, may be provided with certain common areas, facilities and amenities (**“Exclusive Amenities for Other Residential Component”**) and which shall be exclusively made available to and usable by such person(s) as the Promoter may in its sole discretion deem fit including the allottees of the Other Residential Component, or any part thereof and shall not be available to the Allottee/s or any other allottees / occupants of apartments / flats in the Real Estate Project. It shall be at the Promoter’s sole discretion to extend / offer such Exclusive Amenities for Other Residential Component to any individual and / or such combination of residential towers/s and / or allottee/s as the Promoter may deem fit.
- (h) Further, the Promoter proposes to construct non-residential and / or commercial units/premises, including but not limited to restaurants / cafes / shops / retail / recreation / entertainment / institutional / mercantile on portions of the said Rivali Park Land, including in the Basements to Podia Areas in the Whole Project and / or any other basement levels, lower ground level, ground level and podia levels of the Whole Project and the same shall be referred to as the **“Other Commercial Component”**. The exclusive common areas, facilities and amenities for the Other Commercial Component are hereinafter referred to as **“Exclusive Amenities for the Other Commercial Component”**.
- (i) The Promoter shall be entitled to relocate the AOS Portion anywhere on the Rivali Park Land / Larger Property, as the case may be, in accordance with applicable law and modify the user of the current AOS Portion and develop the same for other non-residential or residential users as it deems fit and proper in which case, building/s may be constructed thereon (**“AOS Portion Building”**) as may be permissible by law such that the Promoter is entitled to fully develop and exploit such AOS Portion. The Promoter may provide certain area, facilities and amenities for the AOS Portion Building that shall be exclusive to the users/occupants thereof that are hereinafter referred to as the (**“Exclusive Amenities for the AOS Portion Building”**).
- (j) Such other buildings / structures / towers / wings as may be sanctioned by the competent authorities in accordance with the applicable rules and regulations, including modifications / amendments to the proposed buildings / structures / wings / towers presently shown on the attached PLP.
- (k) The common areas, facilities and amenities in the Whole Project that may be permitted to be used by the Allottee/s and other allottee/s in the Real Estate Project, the Other Residential Component, the Other Commercial Component, the Whitespring Component, the Wintergreen Component, the Arcade Component on a non-exclusive basis (**“Whole Project Included Amenities”**) are listed in the **Fifth Schedule** hereunder written and are more particularly shown in light brown colour wash on the attached PLP at **Annexure “B”** hereto.

- (l) The Real Estate Project together with the Other Residential Component shall be provided with certain common areas, facilities and amenities (“**Exclusive Amenities for New Phase Residential Component**”) which shall be exclusively made available to and usable by the Allottee/s and other allottees in the Real Estate Project and allottees of the Other Residential Component. The Exclusive Amenities for New Phase Residential Component are listed in the **Sixth Schedule** hereunder written.
  - (m) The Whole Project/parts thereof shall have upto 6 (six) podium levels, ground level, lower ground level and upto 3 (three) basement levels, in which there may be, inter alia, car parking areas, service areas, utility areas, amenity areas, or any other areas/spaces/structures including but not limited to non-residential and / or commercial units/premises, restaurants / cafes / shops / retail / recreation / entertainment / institutional / mercantile, any and all of the aforesaid for user/s/purposes as the Promoter may deem fit in its sole discretion (“**Basements to Podia Areas in the Whole Project**”). Certain parts/portions of the Basements to Podia Areas in the Whole Project shall be comprised in the Real Estate Project, as decided by the Promoter in its sole discretion.
  - (n) The name of the Real Estate Project, Other Residential Component, the Other Commercial Component, and any branding / designation of the entire development of the Whole Project (or any part/s thereof) shall be as decided by the Promoter from time to time.
  - (o) The nature of development of the Whole Project will be phase wise and may constitute a mixture of users as may be permissible under applicable law from time to time.
- (6) The scheme and scale of development proposed to be carried out by the Promoter on the Rivali Park Land shall be in accordance with applicable law as amended from time to time.
- (7) The Promoter shall be entitled to put hoarding/boards of their brand name (including any brand name the Promoter is permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoter may in its sole discretion deem fit on Rivali Park Land and on the façade, terrace, compound wall or other part of the buildings/towers/wings as may be developed from time to time on the Rivali Park Land. The Promoter shall also be entitled to place, select, decide hoarding/board sites at such locations on Rivali Park Land as it deems fit and to retain the revenue from the same.
- (8) The Promoter shall be entitled to confer title of particular building / tower / wing to the relevant Society, as mentioned at Clause 11.2 below.
- (9) The details of formation of the Apex Body (defined below), the conveyance to the Apex Body of various portions of the Larger Property, the rights to, inter alia, the Basements to Podia Areas in the Whole Project, the Whole Project Included Amenities etc., are more particularly mentioned at Clause 11.3 below.
- (10) The statutory approvals may require the Promoter to hand over certain stipulated percentage / areas of the Rivali Park Land and / or Larger Property, as the case may be, to the concerned authorities or develop the same as public amenity/ies, set back land, reservations as the case may be. The Promoter shall, at its sole discretion, determine and identify the portion/s and location/s of the Larger Property / Rivali Park Land, as the case may be, to be handed over for complying with the terms and conditions of statutory approvals

(11) The Promoter shall be entitled to aggregate any contiguous land parcel with the development of the Larger Property / Rivali Park Land, as the case may be.

(12) The Promoter is entitled to amend, modify and/or substitute the plans relating to the Land For Further Development, in full or in part, in accordance with and / or as may be required by the applicable law from time to time.

J. The Real Estate Project being “**Rivali Park - Sunburst**”, is presently being developed as a phase of the Whole Project and is registered as a ‘real estate project’ (“**the Real Estate Project**”) by the Promoter with the Maharashtra Real Estate Regulatory Authority (“**Authority**”), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 (“**RERA**”) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (“**RERA Rules**”) and the other Rules, Regulations, thereunder from time to time. The Authority has duly issued the Certificate of Registration No. **P51800050351** dated 5<sup>th</sup> April 2023\_for the Real Estate Project and a copy of the RERA Certificate is annexed and marked as **Annexure “D”** hereto.

K. The principal and material aspects of the Real Estate Project as registered with the Authority, are briefly stated below:

(a) The Real Estate Project is being constructed and developed upon the said Land i.e. a portion of the Rivali Park Land as is identified on the plan annexed and marked as **Annexure “B”** hereto and is more particularly described in the **Fourth Schedule** hereunder written.

(b) The construction and development of the Real Estate Project is presently sanctioned in the manner stated, inter alia, in the IOD and CC (both defined below), which shall be amended, modified, revised, varied, changed from time to time by the Promoter, and presently, it is contemplated that the Real Estate Project shall be constructed as more particularly described in the **Fourth Schedule** hereunder written.

(c) The name of the Real Estate Project shall at all times be “**Rivali Park - Sunburst**”.

(d) The details of the FSI that has been sanctioned for the construction and development of the Real Estate Project is more particularly set out in the **Fourth Schedule** hereunder written.

(e) The Allottee/s agree(s) that the Promoter shall be entitled to provide and designate certain common areas and facilities appurtenant to apartments/flats/premises in the Real Estate Project as limited and exclusive common areas and facilities, the usage whereof shall be limited and exclusive to the allottee/s of such apartments/flats/premises and to the exclusion of other allottee/s in the Real Estate Project (“**Limited Areas and Facilities**”). The Allottee/s agree(s) to use only the Limited Areas and Facilities specifically identified for the Allottee/s with respect to and appurtenant to the said Premises and as more particularly mentioned in the **Eighth Schedule** hereunder written. The Allottee/s agree(s) that he / she / it / they shall not be entitled to and shall not use the Limited Areas and Facilities identified for other allottee/s nor shall the Allottee/s has/have any claim(s) of any nature whatsoever with respect to the Limited Areas and Facilities identified for other allottee/s and/or the use, enjoyment and access thereof.

(f) The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee/s and other allottee/s in the Real Estate Project on an exclusive basis (“**Real Estate Project Amenities**”) are listed in the **Seventh Schedule**



hereunder written.

- (g) The Promoter shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Promoter is permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoter may in its sole discretion deem fit on the Real Estate Project and on the façade, terrace, compound wall or other part of the Real Estate Project. The Promoter shall also be entitled to place, select, decide hoarding/board sites at such locations on the Real Estate Project as it deems fit and to retain the revenue from the same.
  - (h) The Promoter shall be entitled to designate any spaces/areas, including on the terrace levels, basement levels, lower ground levels, ground level, podium levels of the Real Estate Project and also in the basement levels, lower ground levels, ground level, podium levels of the Whole Project and / or the terraces thereof and in/on the Basements to Podia Areas in the Whole Project, for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication, electric charging station) to be availed by the Allottee/s and other allottees of apartments/flats in the Real Estate Project and/or other allottees, users, occupants in the Whole Project. Such designation may be undertaken by the Promoter on lease, leave and license basis, revenue sharing basis or such other basis as the Promoter may deem fit. For this purpose, the Promoter may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, base sub-stations, towers etc at such location(s) as the Promoter deems fit and the Allottee/s shall not challenge or claim any right over the same in any manner whatsoever.
  - (i) The details of formation of the Society (defined below) and, conferment of title upon the Society with respect to the Real Estate Project are more particularly specified in Clause 11.1 and Clause 11.2 below.
  - (j) A copy of the Intimation of Disapproval (“IOD”) No. CHE/A-3016/BP(WS)/AR dated 22<sup>nd</sup> November, 2022 and Commencement Certificate (“CC”) issued by the MCGM on 20<sup>th</sup> February, 2023 are hereto annexed and marked as **Annexure “E” Colly**.
- L. The Allottee/s is / are desirous of purchasing a residential premise more particularly described in the **Eighth Schedule** hereunder written in the Real Estate Project (hereinafter referred to as the “**said Premises**”). The said Premises is shown in yellow colour outline on the plan annexed and marked as **Annexure “F”** hereto. The copy of the plan of the said Premises, is annexed and marked as **Annexure “G”** hereto.
- M. The Promoter has entered into a prescribed agreement with an Architect, registered with the Council of Architects and also appointed Structural Engineers for preparing structural designs, drawings and specifications of the Real Estate Project and the Allottee/s accept(s) the professional supervision of the said Architect and the said Structural Engineers (or any replacements / substitutes thereof) till completion of the Real Estate Project.
- N. The Promoter has the sole and exclusive right to sell the said Premises in the Real Estate Project to be constructed by the Promoter, and, to enter into this Agreement with the Allottee/s of the said Premises and to receive the Sale Price in respect thereof (defined herein below).
- O. The Allottee/s has / have demanded inspection / information from the Promoter and the Promoter has granted inspection of the following documents and information to the Allottee/s and/or the Allottee/s Advocates/consultants:
- (a) All title documents by which the Promoter has acquired right, title and interest to develop the Rivali Park Land and construct and sell the units thereon;

- (b) All the approvals and sanctions of all relevant authorities for the development of the said Plot, Larger Property, the Rivali Park Land, the Real Estate Project and the Whole Project including layout plans, building plans, floor plan, change of user permissions, ULC Orders, IODs, CCs, Traffic NOC, MOEF EC NOC etc. and such other documents as required under Section 11 of RERA and as required by the Allottee/s;
  - (c) All the documents mentioned in the Recitals hereinabove;
  - (d) Title Certificate in the format prescribed by RERA;
  - (e) Copy of the Property Register Card for C.T.S. 165 i.e. the said Land, which is annexed and marked as **Annexure "H"** hereto.
- P. While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Real Estate Project and upon due observance and performance of which only, the Occupation Certificate and Building Completion Certificate in respect of the Real Estate Project shall be granted by the competent authority.
- Q. The Promoter has accordingly commenced construction of the Real Estate Project in accordance with the sanctioned plans, approvals and permissions, as referred hereinabove.
- R. Prior to execution of this Agreement, the Allottee/s has / have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises, has / have made enquiries with respect thereto and is / are satisfied with respect to and hereby accept (i) the title of the Promoter to the Rivali Park Land, and such title being clear and marketable; (ii) the approvals and permissions (including IOD and CC) obtained till date; and (iii) the Promoter's entitlement to develop the Real Estate Project, the Whole Project and the Rivali Park Land and construct the Real Estate Project under various provisions of the DCR, DCPR and applicable law and to sell the premises therein. The Allottee/s confirms that he/she/it/they are satisfied with the responses and information furnished by the Promoter and undertake(s) not to hereafter raise any objection and/or make any further requisitions with respect to the title of the Promoter to the Whole Project and / or the Rivali Park Land. The Allottee/s confirm/s that he / she / it / they has/have consulted and verified with his / her / its / their financial advisor and confirm that the Allottee/s has / have the financial capability to complete the transaction.
- S. The Allottee/s has / have, prior to the date hereof, examined a copy of the RERA Certificate and has/have caused the RERA Certificate to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Allottee/s has / have agreed and consented to the development of the Whole Project as disclosed by the Promoter herein and also during discussions and negotiations. The Allottee/s has/have also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has / have understood and accepted such documents and information in all respects.
- T. The carpet area of the said Premises as defined under the provisions of RERA, is more particularly described in the **Eighth Schedule** hereunder written.
- U. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

- V. The Promoter has agreed to sell to the Allottee/s and the Allottee/s has / have agreed to purchase and acquire from the Promoter, the said Premises, at or for the price more particularly described in the **Eighth Schedule** hereunder written and upon the terms and conditions mentioned in this Agreement. Prior to the execution of these presents, the Allottee/s has / have paid to the Promoter part payment of the Sale Price (defined below) as more particularly described in the **Eighth Schedule** hereunder written and agreed for the said Premises to be sold by the Promoter to the Allottee/s as advance payment and part of the Earnest Money (defined below) (the payment and receipt whereof the Promoter both hereby admits and acknowledges) and the Allottee/s has agreed to pay to the Promoter the balance of the Sale Price in the manner hereinafter appearing.
- W. Under Section 13 of RERA, the Promoter is required to execute a written agreement for sale of the said Premises with the Allottee/s i.e. this Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908.
- X. In accordance with and subject to the terms and conditions set out in this Agreement, the Promoter hereby agrees to sell and the Allottee/s hereby agree(s) to purchase and acquire, the said Premises.
- Y. The list of Annexures attached to this Agreement are stated herein below:

<b>Annexure "A"</b>	<b>Copy of the Title Certificate;</b>
<b>Annexure "B"</b>	<b>Copy of the PLP;</b>
<b>Annexure "C"</b>	<b>Copy of the Sanctioned Plan;</b>
<b>Annexure "D"</b>	<b>Copy of the RERA Certificate;</b>
<b>Annexure "E" Colly</b>	<b>Copy of the IOD and CC;</b>
<b>Annexure "F"</b>	<b>Copy of the floor plan for the said Premises;</b>
<b>Annexure "G"</b>	<b>Copy of the plan for the said Premises</b>
<b>Annexure "H"</b>	<b>Certified Copies of the Property Register Card for C.T.S. No. 165</b>

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

1. The Recitals and the Schedules and Annexures hereto shall form an integral and operative part of this Agreement, as if the same are set out herein verbatim.
2. The Promoter shall construct the Real Estate Project in accordance with the plans, designs and specifications as referred hereinabove, and as approved by the MCGM from time to time.

**PROVIDED THAT** the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of any variations or modifications which may adversely affect the said Premises of the Allottee/s, except, any alteration or addition required by any Government authorities, or, due to change in law, or, any change required to give effect to any of the proposals of the Promoter and / or disclosures made to the Allottee/s herein. Adverse effect with reference to this clause shall mean a major change in location of the said Premises within the Real Estate Project.

**3. PURCHASE OF THE SAID PREMISES AND SALE PRICE**

- 3.1 The Allottee/s hereby agree(s) to purchase and acquire from the Promoter, and the Promoter hereby agree(s) to sell to the Allottee/s, the said Premises with carpet

area as per RERA as more particularly described in the **Eighth Schedule** hereunder written and as shown on the floor plan which is annexed hereto and marked **Annexure "F"**, at and for the Sale Price more particularly mentioned in the **Eighth Schedule** hereunder written.

- 3.2 The Promoter shall provide to the Allottee/s, permission to park the Allottee/s's own vehicle and for no other purpose whatsoever, in the car parking space/s as a common area and more particularly mentioned in the **Eighth Schedule** hereunder written being constructed in / on the Basements to Podia Areas in the Whole Project and shall charge no consideration thereon. The details of such car parking space allotment are set out in Clause 7 hereunder.
- 3.3 The Sale Price for the said Premises (inclusive of the proportionate price of Limited Areas and Facilities, if any) is mentioned in the **Eighth Schedule** hereunder written ("**the Sale Price**"). It is expressly agreed between the Parties that for the purpose of this Agreement, 20% (twenty percent) of the Sale Price is earnest money and is referred to herein as the "**Earnest Money**".
- 3.4 The Allottee/s has / have paid before execution of this Agreement, part payment of the Sale Price of the said Premises as more particularly described in the **Eighth Schedule** hereunder written and hereby agree(s) to pay to the Promoter the balance amount of the Sale Price in accordance with Clause 5 of this Agreement, time being the essence.
- 3.5 In addition to the Sale Price, the Allottee/s shall be liable to pay and shall bear and pay the taxes, consisting of tax paid or payable by way of GST (if applicable), Service Tax, Value Added Tax and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Real Estate Project and/or with respect to the Premises and/or this Agreement. It is clarified that all such taxes, levies, duties, cesses (whether applicable / payable now or which may become applicable / payable in future) including GST (if applicable), Service Tax, Value Added Tax and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and / or the State Government and/or any local, public or statutory authorities / bodies on any amount payable under this Agreement and / or on the transaction contemplated herein and / or in relation to the said Premises, shall be borne and paid by the Allottee/s alone and the Promoter shall not be liable to bear or pay the same or any part thereof.
- 3.6 The Sale Price is escalation-free, save and except escalations / increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority / Local Bodies / Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification / order / rule / regulation / demand, published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments or as per such notification / order rule / regulation / demand.
- 3.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Real Estate Project is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any in the carpet area, subject to a variation cap of 3% (three per cent). The total Sale Price payable for the carpet area, shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit of 3%, then, the Promoter shall refund the excess money paid by the

Allottee/s within 45 (forty-five) days with annual interest at the rate specified in the RERA Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to the Allottee/s, the Promoter shall demand additional amount from the Allottee/s towards the Sale Price as per the next milestone of the payment plan set out in **Ninth Schedule** hereunder. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 3.3 of this Agreement.

- 3.8 The Allottee/s authorize(s) the Promoter to adjust / appropriate all payments made by him / her / them under any head(s) of dues against lawful outstanding, if any, in his / her / their name as the Promoter may in its sole discretion deem fit and the Allottee/s undertake(s) not to object / demand / direct the Promoter to adjust his / her / their payments in any manner.
- 3.9 On a written demand being made by the Promoter upon the Allottee/s with respect to a payment amount (whether the Sale Price or any other amount payable in terms of this Agreement), the Allottee/s shall pay such amount to the Promoter, within 7 (seven) working days of receipt the Promoter's said written demand, without any delay, demur or default. The Allottee/s hereby confirm and agree/s that, save and except for the intimation from the Promoter as provided herein, it shall not be obligatory on the part of the Promoter to send reminders regarding the payments to be made by the Allottee/s as per the payment schedule mentioned in **Ninth Schedule** herein below, and the Allottee/s shall make all payment/s to the Promoter on or before the due dates, time being the essence of this Agreement.
- 3.10 The Promoter shall be entitled to securitise the Sale Price and other amounts payable by the Allottee/s under this Agreement (or any part thereof), in the manner permissible under RERA, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Sale Price and other amounts payable by the Allottee/s under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee/s shall be required to make payment of the Sale Price and other amounts payable in accordance with this Agreement, in the manner as intimated.
- 3.11 The Sale Price is only in respect of the said Premises (inclusive of the proportionate price of the Limited Areas and Facilities, if any). The Promoter has neither charged nor recovered any price, fee, compensation and/or consideration for the said car parking space/s.
- 3.12 The Allottee/s shall deduct tax at source ("**TDS**") from each instalment of the Sale Price as required under the Income-tax Act, 1961. The Allottee/s shall furnish to the Promoter the TDS Certificate/s to be issued in accordance with and as per the timelines stated in the Income Tax Act, 1961. In the event of any loss of tax credit to the Promoter due to the Allottee/s's failure to furnish such TDS Certificates in a timely manner, then, such loss, including interest thereon, shall be recovered by the Promoter from the Allottee/s.

#### **4. ADDITIONAL DISCLOSURES TO THE ALLOTTEE/S & RIGHTS AND ENTITLEMENTS OF THE PROMOTER**

The Allottee/s, jointly and severally, agree(s), declare(s) and confirm(s) that

#### 4.1 Title:

The Allottee/s has / have taken independent legal advice and is / are satisfied with the information, documents and responses of the Promoter and have accepted the title of the Promoter to the Rivali Park Land and the entitlement of the Promoter to develop the Whole Project and the Real Estate Project. The Allottee/s shall not be entitled to further investigate the title of the Promoter and no requisition or objection shall be raised by the Allottee/s or entertained by the Promoter on any matter relating thereto.

#### 4.2 Approvals:

- 4.2.1 The Allottee/s has/have satisfied himself / herself / itself / themselves with respect to the approvals and permissions issued in respect of the development of the Real Estate Project and the Whole Project.
- 4.2.2 The Allottee/s has / have satisfied himself / herself / itself / themselves with respect to the drawings, plans and specifications in respect of the Real Estate Project, the Whole Project, IOD, CC, ULC permissions, building plans, floor plans, designs and specifications, common areas, facilities and amenities (including the Real Estate Project Amenities as mentioned in the **Seventh Schedule** hereunder written), and the entitlement of the Promoter to provide and designate the Limited Areas and Facilities, Real Estate Project Amenities, Exclusive Amenities for Wintergreen Whitespring, the Exclusive Amenities for the Other Residential Component, Exclusive Amenities for the Other Commercial Component, Exclusive Amenities for New Phase Residential Component, Exclusive Amenities for the AOS Portion Building.
- 4.2.3 The Allottee/s has / have satisfied himself / herself / itself / themselves with respect to the internal fixtures and fittings to be provided in the said Premises, as listed in the **Tenth Schedule** hereunder written.
- 4.2.4 The Allottee/s has/have satisfied himself / herself / itself / themselves with respect to the designs and materials for construction of the Real Estate Project.
- 4.2.5 At present, the Promoter estimates the full and maximal development potential of the Whole Project and the Rivali Park Land, and the Adjoining Properties (defined herein below) as per the Recitals and Clause 4.4.3 and 4.4.4 herein below. The aforesaid development potential may increase during the course of development of the Whole Project, the Larger Property and/or the Adjoining Properties, and the Promoter shall be entitled to all and any increments and accretions as mentioned in this Agreement and as may become available as per the applicable rules and regulations.
- 4.2.6 The Promoter currently envisages that the Whole Project Included Amenities, shall be provided within the Whole Project. Whilst undertaking the development of the Rivali Park Land to its full and maximal potential, there may be certain additions/modifications to the Whole Project Included Amenities and/or relocations/realignments/re-designations/changes, and the Allottee/s hereby consent(s) and agree(s) to the same.
- 4.2.7 As mentioned in the Recitals hereinabove, the Allottee/s through their Planning and Architectural Consultants has/have carried out his/her/it's/their independent investigation and verification in respect of the development of the Real Estate Project and the Whole Project being undertaken by the Promoter and pursuant thereto, find no inconsistency in the scheme of development/construction of the Real Estate Project, the Whole Project and the Rivali Park Land, and also in compliance of applicable laws including but not limited to the DCPR.

### **4.3 Construction & Finishing:**

- 4.3.1 The Promoter had appointed / will appoint, third party contractors(s) for construction and execution of the Real Estate Project. In case of defect(s) in construction or workmanship, the Promoter and the Allottee/s shall collectively approach the third party contractor(s) for the rectification of the defect(s).
- 4.3.2 In spite of all the necessary steps and precautions taken while designing and constructing the Real Estate Project, the concrete slabs/beams may deflect due to self-weight, imposed load, creep and/or shrinkage phenomena (the inherent properties of concrete), for years after construction. Further, the Allottee/s may come across cracks in finishes, flooring, ceiling, slab gypsum etc. as a result of such slab / beam deflection and also caused due to any renovation and /or alterations etc. carried out by the Allottee/s and any other allottee/s / occupants of the other apartments / flats in the Real Estate Project. The Allottee/s agree(s) and covenant(s) not to hold the Promoter liable and/or responsible for any such defects arising out of inherent properties of concrete and/or caused due to any renovations and/or alterations etc. carried out by the Allottee/s and any other allottee/s/occupants of the Real Estate Project and the Allottee/s shall not raise any claim(s) against the Promoter in this regard.
- 4.3.3 All materials including marble, granite, timber etc., contain veins and grains with tonality differences and though the Promoter had pre-selected such natural materials for installation in the Real Estate Project, their non- conformity, natural discolouration or tonal differences at the time of installation is unavoidable and the Promoter shall not be responsible and/or liable for the same and the Allottee/s shall not raise any claim(s) against the Promoter in this regard.

### **4.4 Rights and Entitlements of the Promoter & Nature of Development of the Rivali Park Land:**

The Allottee/s agree(s), accept(s) and confirm(s) that the Promoter is entitled to the special rights and entitlements in this Agreement including but not limited to as stated in this Clause 4.4 and also in accordance with what is stated in the Recitals hereinabove:-

- 4.4.1 The Rivali Park Land is being developed in a phase-wise manner by constructing and developing multiple buildings / towers / wings / structures thereon including but not limited to Whole Project, the Real Estate Project, Completed Projects, the Wintergreen Whitespring Exclusive Amenities, the Other Residential Component, the Exclusive Amenities for Other Residential Component, the Other Commercial Component, the Exclusive Amenities for Other Commercial Component, the Whole Project Included Amenities, the Whole Project Excluded Amenities, the Exclusive Amenities for New Phase Residential Component the Basements to Podia Areas in the Whole Project, the AOS Portion Building, Exclusive Amenities for the AOS Portion Building, etc. in the manner more particularly detailed in the Recitals, hereinabove. The Promoter shall be entitled to develop the Rivali Park Land as the Promoter deems fit in accordance with the approvals and permissions as may be applied for and issued from time to time and as stated this Agreement and the Allottee/s has/have agreed to purchase the said Premises based on the unfettered rights of the Promoter in this regard.
- 4.4.2 As a part of the development of the Rivali Park Land, the Promoter has disclosed inter alia the following:
- 4.4.2.1 On a portion of the Rivali Park Land, the Promoter has already constructed the Completed Projects, the Wintergreen Whitespring

Exclusive Amenities, parts of the Whole Project Included Amenities, parts of the Whole Project Excluded Amenities, parts of the Basements to Podia Levels in the Whole Project etc.

- 4.4.2.2 On the balance portion of the Rivali Park Land (Land under Future Development) the Promoter proposes to construct and develop the Other Residential Component, the Other Commercial Component, parts of the Whole Project Included Amenities, parts of the Whole Project Excluded Amenities, the Exclusive Amenities for the Other Residential Component, the Exclusive Amenities for the Other Commercial Component, the Exclusive Amenities for New Phase Residential Component, parts of the Basements to Podia Levels in the Whole Project, the AOS Portion Building, the Exclusive Amenities for the AOS Portion Building etc.
- 4.4.2.3 A portion of the Rivali Park Land is reserved as amenity open space land and may be required to be handed over to the MCGM in accordance with the provisions of the DCR / DCPR as the case may be.
- 4.4.3 The Promoter shall be exclusively entitled to utilise, exploit and consume the entire development potential of the Larger Property (of which the Rivali Park Land is a part) and/or Adjoining Properties (if amalgamated), as the case may be (including but not limited to FSI, Transfer of Development Rights (“TDR”) and / or any other development right or benefit of any nature whatsoever labelled or referred to in any manner including but not limited to additional / incentive / special / premium / fungible/compensatory FSI), as well as all and any further/future development potential, benefit and / or right capable of being utilised on the Rivali Park Land any part thereof and Adjoining Properties or any part thereof, whether balance or increased, at present or in future, and as may become available due to any reason including change in applicable law or policy. Such development potential shall vest solely with the Promoter and has been reserved by the Promoter unto itself, and may be utilised / exploited by the Promoter as the Promoter deems fit, whether on the Rivali Park Land, Adjoining Properties or elsewhere, as permitted by the applicable rules and regulations. The Promoter shall always be the owner of and shall at all times have all the right, title, interest in respect of the unsold premises, unallotted / unassigned car parking spaces, common areas facilities and amenities, open spaces, lobbies, staircases, terraces, swimming pool, gymnasium, Basement to Podia Areas in the Whole Project or any similar facility/ies and all other areas of the Whole Project etc. The Allottee/s will not have any right, title, interest, etc. in respect of the common areas and such other areas as may be designated as common areas by the Promoter and all and any other areas of the Whole Project, save as specifically stated in this Agreement and the Allottee/s has/have agreed to purchase the said Premises based on the unfettered rights of the Promoter in this regard.
- 4.4.4 As mentioned and as disclosed in the Recitals hereinabove and as further disclosed in the PLP, as part of the development of the Land Under Future Development, the layout for the said Plot / Larger Property / the Rivali Park Land / the Whole Project and other plans and approvals shall be amended, modified, revised, varied, changed from time to time to utilize the Proposed Full Development Potential of the Larger Property, the Rivali Park Land and / or the Adjoining Properties. After discussions and negotiations, the Allottee/s hereby agree(s), accept(s) and confirm(s) that the fundamental entitlement of the Promoter to utilise, exploit and consume the Proposed Full Development Potential (both existing and further/future) as stated in the Recitals hereinabove, may require the Promoter to amend, modify, vary, alter, change, substitute and



/ or rescind the plans in respect of the Whole Project or any part thereof (including layout plans, building plans, floor plans) and undertake such modified/altered/new construction and development in accordance therewith. The Allottee/s further agree(s), accept(s) and confirm(s) that in the course of development of the said Land and the Rivali Park Land and until completion of the development thereof in the manner stated in this Agreement, the Promoter shall be entitled to do the following as it may in its sole discretion deem fit, subject however to the said Premises not being adversely affected.

- 4.4.4.1 Develop the said Land, the Rivali Park Land and / or the Adjoining Properties and construct the building(s) thereon including the Real Estate Project, Real Estate Project Amenities, the Other Residential Component, the Other Commercial Component, parts of the Whole Project Included Amenities, parts of the Whole Project Excluded Amenities, the Exclusive Amenities for the Other Residential Component, the Exclusive Amenities for the Other Commercial Component, the Exclusive Amenities for New Phase Residential Component , parts of the Basements to Podia Levels in the Whole Project, the AOS Portion Building, the Exclusive Amenities for the AOS Portion Building and any other buildings/structures/areas on the Land For Further Development / Adjoining Properties;
- 4.4.4.2 Apply for and obtain approvals and permissions in phases, including amendments to existing approvals and permissions and part occupation certificates;
- 4.4.4.3 Amend, modify, vary, alter, change, substitute, rescind, re-design and re-locate the existing layout plans, building plans, floor plans (including increase/decrease of floor levels), design, elevation for the purpose of exploiting and consuming the Proposed Full Development Potential (both inherent and further/future) at present and in future;
- 4.4.4.4 To apply for and obtain amended / substituted / revised / modified layout plans, building plans and floor plans sanctioning construction of the Real Estate Project and the Whole Project and the AOS Portion Building upto such floors as may be permissible whilst exploiting the Proposed Full Development Potential as stated in this Agreement and as may be available as per applicable laws;
- 4.4.4.5 Make amendments, modifications, variations, alterations, changes, deletions and revisions with respect to the development of the Whole Project;
- 4.4.4.6 To construct, develop and raise buildings, structures, towers and wings on the Rivali Park Land, with and without common podium levels and other common levels;
- 4.4.4.7 To construct, develop and raise additional levels, floors and storeys in buildings, structures, towers and wings on the Whole Project and the Allottee/s shall not have any claim(s) against the Promoter in this regard;
- 4.4.4.8 To reduce the number of upper floors (from what is disclosed herein and in the PLP at **Annexure "B"** hereto) in respect of the Real Estate Project and/or the Other Residential Component and/or the Other Commercial Component and/or AOS Portion Building or any part thereof, and the Allottee/s shall not have any claim(s) or complaint against or dispute with the Promoter in this regard;

- 4.4.4.9 Construct site offices/sales lounge/sample flat/s on the Rivali Park Land (or any part thereof) and to access the same at any time;
- 4.4.4.10 To maintain and operate a RMC Plant on a portion of the Rivali Park Land until completion of the entire development.
- 4.4.4.11 To (by itself or through its workmen, staff, employees, representatives and agents) enter into and upon the Rivali Park Land and any construction thereon including the Real Estate Project, Real Estate Project Amenities, the Other Residential Component, the Other Commercial Component, parts of the Whole Project Included Amenities, parts of the Whole Project Excluded Amenities, the Exclusive Amenities for the Other Residential Component, the Exclusive Amenities for the Other Commercial Component, the Exclusive Amenities for New Phase Residential Component, parts of the Basements to Podia Levels in the Whole Project, the AOS Portion Building, the Exclusive Amenities for the AOS Portion Building and any other buildings/structures/areas on the Land For Further Development / Adjoining Properties, including to view and examine the condition and state thereof;
- 4.4.4.12 To use the common areas, facilities and amenities, internal access roads and all facilities, amenities and services in the layout of the Whole Project and the Rivali Park Land;
- 4.4.4.13 To market, sell, transfer, alienate and dispose of or grant rights with respect to the units/premises/spaces/areas in/on the Whole Project and the Rivali Park Land and all its right title and interest therein; provided however that for any mortgage of the said Premises by the Promoter, prior consent of the Allottee/s will be required;
- 4.4.4.14 To allot car parking spaces in/on the Basements to Podia Areas in the Whole Project to allottee/s of units/premises in/on the Completed Project, the Whole Project and/or the Adjoining Properties;
- 4.4.4.15 To grant or offer upon or in respect of the Rivali Park Land and or the Whole Project or any part thereof, to any third party including allottee/s therein, all such rights, benefits, privileges, easements including right of way, right to draw water, right to draw from or connect to all drains, sewers, installations and/or services;
- 4.4.4.16 The Promoter has informed the Allottee/s that there may be common accesses and roads, street lights, common recreation space/s, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant/s and other common amenities and conveniences in the layout of the said Plot / Larger Property and/or the Whole Project and / or Adjoining Properties. The Promoter has further informed the Allottee/s that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee/s alongwith other allottee/s of flats/units/premises in the Real Estate Project and/or in the Whole Project, and the Allottee/s shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the allottee/s of flats/units/premises in the Real Estate Project including the Allottee/s herein and the proportion to be paid by the Allottee/s shall be

determined by the Promoter and the hereby Allottee/s agree(s) to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee/s nor any of the allottee/s of flats/units/premises in the Real Estate Project shall object to the Promoter laying through or under or over the said Land and/or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, earthing pits, water tanks, etc., belonging to or meant for any of the other buildings/towers which are to be developed and constructed on any portion of the Rivali Park Land and/or the Adjoining Properties.

- 4.4.4.17 The Promoter is entitled to designate any common areas, facilities and amenities in the Whole Project, which may be usable on a non-exclusive basis by the allottee/s of the Real Estate Project and such other person(s) as the Promoter may deem fit including other allottee/s/occupants in the building(s)/wing(s) on the Land For Further Development and / or Adjoining Properties.
- 4.4.4.18 Further, the Promoter is entitled to designate any common areas, facilities and amenities in the Whole Project, which shall not be available to the allottee/s of the Real Estate Project and shall be exclusively made available to and usable by such other person(s) as the Promoter may deem fit including other allottee/s/occupants in the building(s)/wing(s) on the Land For Further Development and / or Adjoining Properties.
- 4.4.4.19 The Promoter shall be entitled to construct in, over or around or above the terrace/s of the Real Estate Project any additional area or facility as may be permitted within the rules of the MCGM and/or any other authority and shall be solely entitled to utilize, monetize, operate and manage the same.
- 4.4.5 The Promoter may wish to develop the lands adjacent/adjoining to the Larger Property (hereinafter referred to as the “**Adjoining Properties**”) either by purchasing such land or as a developer or joint developer or project manager or otherwise. The Promoter shall also be entitled to/required to club/amalgamate the development of the Larger Property and or / the Rivali Park Land (or any part thereof) with the Adjoining Properties, whether as a common integrated layout with the Larger Property (or part thereof) or otherwise, in a phase wise manner. For this purpose, the Promoter shall be entitled to do the following as it may in its sole discretion deem fit:
  - 4.4.5.1 Amalgamate schemes of development, land plates, lands, land composition and land mix;
  - 4.4.5.2 Float / utilise FSI / TDR (and / or any other developable or buildable benefit by whatever name called) from the Larger Property and /or Rivali Park Land onto the Adjoining Properties and / or from the Adjoining Properties onto the Larger Property and /or the Rivali Park Land and / or from the Larger Property onto the Rivali Park Land as per applicable rules and undertake construction, development, sale, marketing and alienation of structures and premises consequent thereto;
  - 4.4.5.3 Provide common and exclusive access and entry and exit points to the Larger Property, the Rivali Park Land (or any part thereof) and the Adjoining Properties, which may be used in common or exclusively (as may be decided by the Promoter in its sole discretion) by the occupants

of units/premises constructed on the Larger Property, the Rivali Park Land (or any part thereof) and the Adjoining Properties;

- 4.4.5.4 The Promoter reserves its right(s) to amalgamate the Adjoining Properties with the Larger Property and / or the Rivali Park Land as the case may be and all references in this Agreement to the Larger Property and the Rivali Park Land shall be construed as references to such amalgamated property unless the context otherwise requires.
- 4.4.5.5 The overall development of the Rivali Park Land being ongoing and dynamic in nature, may warrant changing or shifting the place/location on which amenities are provided, including, Real Estate Project Amenities, parts of the Whole Project Included Amenities, parts of the Whole Project Excluded Amenities, the Exclusive Amenities for the Other Residential Component, the Exclusive Amenities for the Other Commercial Component, the Exclusive Amenities for New Phase Residential Component , parts of the Basements to Podia Levels in the Whole Project, the AOS Portion Building, the Exclusive Amenities for the AOS Portion Building and any other buildings / structures / areas on the Land For Further Development / Adjoining Properties . The Promoter shall complete the construction of common areas and facilities as well as the amenities over a period of time and in a phase wise manner. The Allottee/s agree(s) and accept(s) that the Whole Project Included Amenities and the Exclusive Amenities for New Phase Residential Component may not be provided simultaneously/contemporaneously with offering of possession of the said Premises and may be provided only subsequently.
- 4.4.5.6 The Promoter may appoint a single and/or multiple third party/agency for the purpose of operating and maintaining the Real Estate Project, Other Residential Component, the Other Commercial Component, the Whole Project, the Whole Project Included Amenities, the Whole Project Excluded Amenities, the Exclusive Amenities for the Other Residential Component, the Exclusive Amenities for the Other Commercial Component, the Exclusive Amenities for New Phase Residential Component, the AOS Portion Building, the Exclusive Amenities for the AOS Portion Building, parts of the Basements to Podia Levels in the Whole Project, and/or or any part thereof including any common areas facilities and amenities and / or limited common areas on such terms and conditions as it may in its sole discretion deem fit.
- 4.4.5.7 Subsequent to the conveyance to the Society, and the Other Societies (defined below) as stated at Clause 11.2 below and the Apex Body Conveyance (defined below) as stated at Clause 11.3 below and completion of development of the Whole Project, the Promoter will retain air rights (including the air rights above the Real Estate Project, Other Residential Component, the Other Commercial Component, the AOS Portion Building, the Basements to Podia Areas in the Whole Project. The conveyance to the Society as stated at Clause 11.2 below, shall be subject to the Promoter having an irrevocable license in perpetuity with respect to air rights and branding rights upon the Real Estate Project and the right to designate and brand the development of the Real Estate Project as a "Rivali Park" project. The Apex Body Conveyance as stated at Clause 11.3 below, shall be subject to the Promoter having an irrevocable license in perpetuity with respect to air rights and branding rights in/upon the Whole Project and the right to designate and brand the overall development of

the Whole Project as a “Rivali Park” project.

4.4.5.8 Until conveyance to the Society and the Other Societies as stated in Clause 11.2 below and the Apex Body Conveyance as stated at Clause 11.3 below, the Promoter shall always be entitled to put a hoarding/s on any part of the Real Estate Project, Other Residential Component, the Other Commercial Component, the Basements to Podia Levels in the Whole Project, the Whole Project, including on the terraces and/or on the parapet walls and/or on the Rivali Park Land, as the case may be, and the said hoardings may be illuminated or comprising of neon sign and for that purpose, the Promoter is fully authorised to allow temporary or permanent construction or erection for installation on the exterior of the Real Estate Project, Other Residential Component, the Other Commercial Component, the Basements to Podia Levels in the Whole Project, or any other location in the Whole Project / the Rivali Park Land as the case may be. Until such conveyance to the Society and the Other Societies as stated at Clause 11.2 below and the Apex Body Conveyance as stated at Clause 11.3 below, the Promoter shall be entitled to use and allow third parties to use any part of the Real Estate Project and/or the Whole Project / the Rivali Park Land respectively for installation of cables, satellite, communication equipment, cellular telephone equipment, radio turnkey equipment, wireless equipment and all other equipments etc. and the Promoter shall be entitled to receive, recover, retain and appropriate all the rents, profits and other compensation including any increase thereof which shall belong to the Promoter.

4.4.5.9 The Promoter shall be entitled to control advertising, marketing, signage, hoarding and all other forms of signage whatsoever within the Real Estate Project, Other Residential Component, the Other Commercial Component, the Basements to Podia Levels in the Whole Project, till the time of the Apex Body Conveyance as stated at Clause 11.3 below. Such advertising and signage may comprise of hoardings, print media, electric signs, and may be constructed in a permanent or temporary manner and may be maintained, serviced, repaired and replaced and the Promoter and its nominees shall have access to such hoardings, print media and electric signage for this purpose.

4.4.6 The name of the Real Estate Project shall always be “**Rivali Park - Sunburst**”, and shall not be changed without the prior permission of the Promoter.

4.4.7 The Allottee/s is aware and hereby confirms and acknowledges that the words “Rivali Park”, logo, designs, symbols, emblems, insignia, fascia, slogans, and all and any other identifying materials related thereto whether registered or not registered and all other proprietary intellectual property used / developed in the business of the Promoter and in all forms of intellectual property subsisting under the laws of India (collectively “**Intellectual Property**”) are the intellectual property of and owned by the Promoter and the Allottee/s shall not, in any manner, whatsoever be entitled to and shall not use or publish and / or caused to be used and/or published the Intellectual Property in particular the name, logo or marks of “Rivali Park” whether as a trademark, trade name, logo or in any manner whatsoever (including but not limited to letterheads, reports and / or electronic media such as e-mail or web pages, or social media) or any other medium. The Allottee/s shall use its best efforts and accord all co-operation to the Promoter in this regard, including but not limited to ensuring that as a member of the said Society these Intellectual Property rights of the Promoter are protected and are not infringed in any manner whatsoever and shall immediately on knowledge of such

infringement notify the Promoter of any and all infringements of the same.

4.4.8 In the event any flats/premises/spaces/areas in the Real Estate Project are unsold /unallotted / unassigned on execution and registration of the conveyance to the Society as stated at Clause 11.2 below, the Promoter shall continue to be entitled to such unsold areas and to undertake marketing etc. in respect of such unsold areas as stated hereinabove. The Promoter shall not be liable to pay any amount in respect of any unsold premises towards the outgoings, maintenance, CAM (as defined hereinafter) and other charges by whatever name called with respect to such unsold units and shall not be liable or required to bear and/or pay any other amount by way of contribution, outgoings, deposits, transfer fees/charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Society/Apex Body for the sale/allotment or transfer of the unsold areas in the Real Estate Project. The liability to pay CAM charges with respect to such unsold units shall be of the allottee/s of such unit and commence only upon completion of the sale / transfer of such unit to an allottee/s or upon liability to take possession of the said Premises in accordance with the agreement for sale between the Promoter and such allottee/s. However, upon receipt of the Occupation Certificate of the Real Estate Project, the Promoter shall be liable to pay the property taxes for such unsold premises

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

#### **4.5 RIGHTS & ENTITLEMENTS OF THE PROMOTER BEING ESSENCE OF THE CONTRACT**

The Allottee/s hereby agree(s) and confirms that since the scheme of development of the Whole Project, the Rivali Park Land and / or the Adjoining Properties placed before the Allottee/s as more particularly stated herein, in the PLP and also as personally explained to the Allottee/s, is in a phased manner to achieve the Proposed Full Development Potential, the Allottee/s does hereby undertake to honour, maintain and defend the rights and entitlements of the Promoter as set out in this Agreement, this Clause 4.5, in the Recitals hereinabove and in the PLP and particularly in respect of the Land For Further Development, and the retention of these rights by the Promoter unto itself until completion of development of the Whole Project, the Rivali Park Land and the Adjoining Properties, as the case may be and as stated herein and as may be permissible under applicable law and all these rights and entitlements of the Promoter shall be the essence of this Agreement. The Allottee/s hereby agree(s), undertake(s) and confirm(s) that he/she/it/they will not make any claim contrary to such undertaking and agreement herein and / or obstruct, hinder or interfere with the development of the Whole Project, the Larger Property, the Rivali Park Land and / or the Adjoining Properties and all infrastructure thereon including common areas facilities and amenities as envisaged by the Promoter under the scheme of development.

## 5. PAYMENTS

- 5.1 With respect to any payments to be made by the Allottee/s to the Promoter in accordance with this Agreement, the Allottee/s agree(s), declare(s) and confirm(s) that:
- 5.1.1 On a written demand being made by the Promoter upon the Allottee/s with respect to a payment amount, the Allottee/s shall pay such amount to the Promoter, within 7 (seven) days of the Promoter's said written demand, without any delay, demur or default. It is clarified that the instalments of the Sale Price listed under schedule of payment stipulated in the **Eighth Schedule** hereunder are not listed in a serialised order. The Promoter will raise demand for payment of instalments of the Sale Price as mentioned in the **Ninth Schedule** as and when the corresponding milestone is achieved irrespective of whether any prior milestone has been achieved or not, and the Allottee/s agree/s not to raise any objection to the same.
- 5.1.2 The Allottee/s shall make all payments as mentioned in this Agreement to the Promoter together with relevant taxes through an account payee cheque/demand draft/pay order/wire transfer/RTGS/NEFT drawn in favour of/to the account of the Promoter, which account is detailed in the **Eighth Schedule** hereunder written. Payment shall be deemed to have been made only when the when credit is received for the same by the Promoter in its bank account.
- 5.1.3 In case the Allottee/s enter(s) into any loan/financing arrangement with any bank/financial institution as envisaged at Clause 6 (Loan & Mortgage) below, such bank/financial institution shall be required to disburse/pay all such amounts due and payable by the Allottee/s to the Promoter under this Agreement, in the same manner detailed herein. If such bank/financial institution defaults in disbursing/paying the sanctioned amounts or part thereof and/or reduces the eligibility of the loan as sanctioned or part thereof as payable to the Promoter in the manner detailed in the **Ninth Schedule** hereunder written, then the Allottee/s agree(s) and undertake(s) to pay such amounts to the Promoter in the manner detailed in the **Ninth Schedule** hereunder written, otherwise, the same shall be construed as a default on the part of the Allottee/s and the Promoter shall be entitled to exercise the provisions of Clause 5.1.6, Clause 5.1.7, Clause 5.1.8, Clause 5.1.9 and Clause 10 herein below. The Allottee/s further agree(s) and confirm(s) that in the event the Allottee/s enter(s) into any loan/financing arrangement with any bank/financial institution as envisaged at Clause 6 (Loan & Mortgage), the Allottee/s shall give his/her/their/its irrevocable consent to such bank/financial institution to make/release the payments, from the sanctioned loan, towards the Sale Price directly to the bank account of the Promoter, based on the payment schedule as described herein, upon receiving the demand letter/notice from the Promoter addressed to the Allottee/s and to the bank/financial institution, under intimation to the Allottee/s.
- 5.1.4 The timely payment of all the amounts payable by the Allottee/s under this Agreement (including the Sale Price), is the essence of the contract. An intimation forwarded by the Promoter to the Allottee/s that a particular milestone of construction has been achieved shall be sufficient proof thereof. The Promoter furnishing proof of despatch of such intimation to the address of the Allottee/s as stated at Clause 5.1.1 including by e-mail, shall be conclusive proof of service of such intimation by the Promoter upon the Allottee/s, and non- receipt thereof by the Allottee/s shall not be a plea or an excuse for non-payment of any amount or amounts.

- 5.1.5 In the event of delay and/or default on the part of the Allottee/s in making payment of any GST, Service Tax, VAT, TDS or any other tax, levies, cess etc., then, without prejudice to any other rights or remedies available to the Promoter under this Agreement or under applicable law, the Promoter shall be entitled to adjust against any subsequent amounts received from the Allottee/s, the said unpaid tax, levy, cess etc. along with interest, penalty etc. payable thereon, from the due date till the date of adjustment.
- 5.1.6 The Promoter shall have a first and prior charge on the said Premises with respect to any amounts due and payable by the Allottee/s to the Promoter under this Agreement.
- 5.1.7 If the Allottee/s fail(s) to make any payments on the stipulated date/s and within time/s as required under this Agreement, then, the Allottee/s shall pay to the Promoter interest at the interest rate as per the law prevalent and applicable at the relevant time ("**Interest Rate**") in terms of this Agreement, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate in terms of this Agreement.
- 5.1.8 Without prejudice to the right of the Promoter to charge interest at the Interest Rate in terms of Clause 5.1.7 herein above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her/its proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing 3 (three) defaults of payment of instalments of the Sale Price, the Promoter shall at his own option, may terminate this Agreement. Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee/s ("**Default Notice**"), by E-mail / Registered Post A.D. at the address provided by the Allottee/s, of its intention to terminate this Agreement with detail(s) of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fail(s) to rectify the breach or breaches mentioned by the Promoter within the period of the Default Notice, then at the end of the such notice period, the Promoter shall be entitled to terminate this Agreement. Provided further that, upon the termination of this Agreement as aforesaid the Promoter shall refund to the Allottee/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Promoter as set out in Clause 5.1.9 hereunder) within a period of 30 (thirty) days of the termination, the installments of the Sale Price for the said Premises which may till then have been paid by the Allottee/s to the Promoter.
- 5.1.9 It is agreed and confirmed by the Allottee/s that, in the event of a termination of this Agreement by the Promoter, the Promoter shall, prior to refund of the installments of Sale Price that may have been paid by the Allottee/s, be entitled to adjust and recover (from such installments of Sale Price) from the Allottee/s the Earnest Money (as and by way of agreed genuine pre-estimate of liquidated damages and not by way of penalty), interest on any overdue payments, incentives / discounts / benefits of any nature whatsoever if passed on to the Allottee/s, brokerage/referral fees, administrative charges as determined by the Promoter and any indirect taxes, stamp duty and registration charges paid by the Promoter with respect to the transaction.



- 5.1.10 Upon receipt of the refund of the balance Sale Price (less liquidated damages and adjustments as specified in Clause 5.1.9 hereinabove) by the Allottee/s, the Allottee/s shall have no claim or demand of any nature whatsoever against the Promoter and/or the said Premises and the Promoter shall be entitled to deal with and/or dispose off the said Premises in any manner it deems fit and proper, without any reference or recourse to the Allottee/s. Against receipt of such refund, the Allottee/s hereby undertakes to co-operate fully with the Promoter and to execute and register a Deed of Cancellation, Deed of Confirmation and / or such other writings as may be required by the Promoter.
- 5.1.11 Notwithstanding anything to the contrary contained herein, it is agreed that the Promoter shall have the irrevocable and unconditional right and entitlement to apply and/or appropriate and/or adjust any and all the amounts paid by the Allottee/s to the Promoter either under or pursuant to this Agreement or otherwise, in such manner and in such order and against such amounts payable by the Allottee/s to the Promoter under this Agreement including any amount that may be outstanding on account of non-payment of TDS or non-submission of TDS certificate, as the Promoter may in its sole discretion deem fit.
- 5.1.12 The details of the respective Permanent Account Numbers of the Promoter and the Allottee/s is/are as more particularly mentioned in the **Eighth Schedule** hereunder written.

## **6. LOAN & MORTGAGE:**

- 6.1 For payment of installments of the Sale Price and all other amounts due and payable in terms of this Agreement to the Promoter, the Allottee/s shall be entitled to avail loan from a bank/financial institution and to mortgage the said Premises by way of security for repayment of the said loan to such bank/financial institution, with the prior written consent of the Promoter. The Promoter shall be entitled to refuse permission to the Allottee/s for availing any such loan and for creation of any such mortgage/charge, in the event the Allottee/s has/have defaulted in making payment of the Sale Price and/or other amounts payable by the Allottee/s under this Agreement.
- 6.2 All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said Premises, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the said Premises, shall be solely and exclusively borne and incurred by the Allottee/s. The Promoter shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage.
- 6.3 The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter in any manner, and shall be subject to and shall ratify the right and entitlement of the Promoter to receive the balance Sale Price and balance other amounts payable by the Allottee under this Agreement and in terms of Clause 3 herein above, and shall also observe and be compliant with the terms of Clause 3.9 of this Agreement.

## **7. CAR PARKING SPACE/S**

- 7.1 The Promoter shall provide to the Allottee/s, without charging or levying any price or compensation or consideration or fee of any nature, permission to park the Allottee/s's own vehicle and for no other purpose whatsoever, in the Basements to Podia Areas in the Whole Project as a common area (as is more particularly mentioned in the **Fifth Schedule** hereunder written.) The exact location and identification of such car parking space/s in the Basements to Podia Areas in the

Whole Project will be finalized by the Promoter only upon completion of the Real Estate Project in all respects. and the same shall be duly accepted by the Allottee/s without raising any grievances.

- 7.2 The Promoter has allocated/shall be allocating car parking spaces to other allottee/s of premises in the Real Estate Project, the Other Residential Component, the Other Commercial Component, the Completed Projects, the AOS Portion Building and any other proposed buildings / towers / structures / wings in the Whole Project in the Basements to Podia Areas in the Whole Project and the Allottee/s shall not raise any objection in that regard.

## 8. ALLOTTEE/S' RIGHTS AND ENTITLEMENTS

### 8.1 Possession of the Premises:

- 8.1.1 The Promoter shall endeavour to complete the construction of the said Premises and obtain the Occupation Certificate from the MCGM for the said Premises by the date as more particularly mentioned in the **Eighth Schedule** hereunder written ("**Completion Date**"). Provided however, that the Promoter shall be entitled to extension of time for giving delivery of the said Premises on the Completion Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors:-

- (a) war, civil commotion or act of God;
- (b) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;

- 8.1.2 If the Promoter fails to abide by the time schedule for completing the Real Estate Project and for handing over the said Premises to the Allottee/s on the Completion Date (save and except for the reasons as stated in Clause 8.1.1 above), then the Allottee/s shall be entitled to either of the following:

- (a) call upon the Promoter by giving a written notice by Courier / E- mail / Registered Post A.D. at the address provided by the Promoter ("**Interest Notice**"), to pay interest as per the law prevalent and applicable at the relevant time; **OR**
- (b) the Allottee/s shall be entitled to terminate this Agreement by giving written notice to the Promoter by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter ("**Allottee Termination Notice**"). On the receipt of the Allottee/s Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. Within a period of 30 (thirty) days from the date of receipt of the Termination Notice by the Promoter, the Promoter shall refund to the Allottee/s the installments of the Sale Price already received by the Promoter under this Agreement (less interest on any overdue payments, incentives/discounts/benefits of any nature whatsoever if passed on to the Allottee/s, brokerage/referral fees, administrative charges as determined by the Promoter and any indirect taxes, stamp duty and registration charges paid by the Promoter with respect to the transaction) with the interest as per the law prevalent and applicable at the relevant time. Upon receipt of the refund of the balance Sale Price (less adjustments as mentioned hereinabove), the Allottee/s shall have no claim or demand of any nature whatsoever against the Promoter and/or the said Premises and the Promoter shall be entitled to deal with and/or dispose off

the said Premises in any manner it deems fit and proper without any reference or recourse to the Allottee/s. Against receipt of such refund, the Allottee/s hereby undertakes to co-operate fully with the Promoter and to execute and register a Deed of Cancellation, Deed of Confirmation and / or such other writings as may be required by the Promoter.

- (c) In case the Allottee/s elects his/her/their/its remedy under sub-clause 8.1.2 (a) above then in such a case the Allottee/s shall not subsequently be entitled to the remedy under sub-clause 8.1.2 (b) above.

- 8.1.3 The Limited Areas and Facilities are listed in the **Eighth Schedule** hereunder written. The Real Estate Project Amenities that may be useable by the Allottee/s are listed in the **Seventh Schedule** hereunder written. The Whole Project Included Amenities that may be usable by the Allottee/s are listed in the **Fifth Schedule** hereunder written. The internal fittings and fixtures in the said Premises that shall be provided by the Promoter are listed in the **Tenth Schedule** hereunder written.
- 8.1.4 Within 7 (seven) days of the receipt of the Occupation Certificate from the MCGM, the Promoter shall give notice of the same to the Allottee/s, in writing ("**OC Intimation Notice**").
- 8.1.5 Subsequent to the issuance of the OC Intimation Notice and against payment of the full Sale Price and all other amounts due and payable under this Agreement, the Promoter shall give notice to the Allottee/s offering possession of the said Premises ("**Possession Notice**") on a date specific therein, which date shall be as per a time and schedule of the Promoter to facilitate efficient handover of the said Premises to the Allottee/s and also other allottee/s in the Real Estate Project ("**Possession Date**"). The Allottee/s shall be bound to take possession of the said Premises on the Possession Date. The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoter, from the date of the Occupation Certificate. It is clarified that the Promoter shall be liable to hand-over possession to the Allottee/s only on receipt of the requisite instalments of the Sale Price and all other amounts due and payable in terms of this Agreement including in accordance with the provisions of Clause 5 herein above.
- 8.1.6 Post receipt of the Possession Notice, the Allottee/s may undertake any fit out activities in the said Premises at his/her/its/their sole cost, expense and risk, after obtaining all the requisite approvals and permissions from the competent authorities and in accordance with the rules and regulations prescribed by the Promoter in this regard ("**Fit-Out Guidelines**"), which shall be prepared by the Promoter and will be provided to the Allottee/s alongwith the Possession Notice, and after depositing such amount as may be specified by the Promoter as an interest-free deposit to secure compliance with the Fit Out Guidelines ("**Building Protection Deposit**"). The Building Protection Deposit will be refunded to the Allottee/s without interest in accordance with the Fit- Out Guidelines. The Allottee/s is/are aware that the said refund shall be subject to deduction of amounts towards damages, if any, to the Real Estate Project and its common areas etc., and/or any neighboring flats/premises in the Real Estate Project and/or the equipment installed therein and subject to the debris being completely removed from the Rivali Park Land and / or the Internal Layout Roads.
- 8.1.7 The Allottee/s hereby agrees and acknowledges that, in order to claim the return of the Building Protection Deposit, the Allottee/s shall notify the Promoter in writing of the completion of all fit-out or interior works in the said Premises. On receiving this written notification, the Promoter's representatives/ nominees shall be entitled to enter upon and inspect the Premises (with prior notice to the Allottee/s), its immediate vicinity and attached common areas and amenities like lift lobbies, etc.

for compliance with the Fit-Out Guidelines and the Building Protection Deposit shall be returned in accordance with the Fit-Out Guidelines.

8.1.8 The Allottee/s shall take possession of the said Premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the said Premises to the Allottee/s. Irrespective of whether the Allottee/s takes or fails to take possession of the Premises within the time provided in Clause 8.1.5 above, such Allottee/s shall continue to be liable to pay property taxes, maintenance charges and all other charges with respect to the Premises, from the date of the Occupation Certificate. In the event, the Allottee/s fails or neglects to take possession of the said Premises within 2 (two) months from the Possession Date ("**Default Possession Date**"), the Allottee/s shall, be liable to pay and shall pay to the Promoter charges at the rate of Rs.10/- (Rupees Ten Only) per square foot of the area of the said Premises, per month or part thereof from the Default Possession Date till the date the Allottee/s take possession of the said Premises. Such charges shall be in nature of demurrage charges and shall be in addition to the CAM charges and property taxes and other charges payable by the Allottee/s with respect to the said Premises. Notwithstanding anything stated herein, in the event the Allottee/s fails or neglects to take possession of the said Premises before the Default Possession Date, for the purpose of determining liability, it shall be deemed that the Promoter has handed over possession of the said Premises to the Allottee/s and the Promoter shall not be liable or responsible for any loss, damage with respect to the said Premises and the defect liability period as set out in 8.2.5 hereinafter shall be deemed to have commenced from the Default Possession Date and not any subsequent date on which the Allottee/s may take possession of the said Premises.

## 8.2 Maintenance and Other Charges

8.2.1 The Allottee/s hereby confirms, agrees and undertakes to pay to the Promoter (or its nominees) the common area maintenance and upkeep charges with respect to, inter alia, the said Premises, the Limited Areas and Facilities and the Real Estate Project ("hereinafter referred to as "**BCAM**") and also common area maintenance and upkeep charges payable by the Purchaser with respect to, inter alia, the New Phase Residential Component (excluding the Real Estate Project) ("hereinafter referred to as the "**FCAM**"). The BCAM and the FCAM are hereinafter collectively referred to as "**CAM charges**". The Allottee/s undertakes to make payment of the estimated BCAM charges for the first **18 (eighteen) months** and the estimated FCAM charges for the **first 60 (sixty) months** against taking possession of the said Premises in terms of Clause 8.1 hereinabove (such estimated charges shall be subject to escalation; the exact figure shall be informed by the Promoter at the time of handing over possession of the said Premises to the Allottee/s). In the event of a delay in payment of such CAM charges, the Allottee/s shall be liable to pay interest thereon as per the Interest Rate. The Allottee/s hereby agrees and confirms that until the FCAM charges are paid by the Allottee/s as per the demand of the Promoter, from time to time, the Promoter shall be entitled to deny to the Allottee/s access to, use and enjoyment of the Exclusive Amenities for New Phase Residential Component and to charge interest on such unpaid amount/s.

8.2.2 From the date of the Occupation Certificate, the Allottee/s shall be liable to bear and pay his/her/its proportionate share i.e.in proportion to the carpet area of the said Premises, of CAM charges, including *inter-alia*, development charges, electricity, local taxes including property taxes, betterment charges, other indirect taxes of every nature, or such other levies by the MCGM or other concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers, housekeeping

services, security personnel, and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project and/or the New Phase Residential Component. Until the Real Estate Project is handed over to the Society, the Allottee/s shall pay to the Promoter such BCAM charges as may be determined by the Promoter at its sole discretion. The Allottee/s further agree(s) that till the Allottee/s's share is so determined by the Promoter at its sole discretion, the Allottee/s shall pay to the Promoter provisional CAM charges as mentioned in the **Twelfth Schedule** hereunder written. It is further clarified and agreed that the Allottee/s shall be liable to bear and pay such provisional CAM charges and other charges from the date(s) specified in this Agreement irrespective of whether or not the Allottee/s has/have taken possession of the said Premises.

- 8.2.3 The Allottee/s shall, before delivery of possession of the said Premises in accordance with Clause 8.1, deposit such amounts as mentioned in the **Eleventh Schedule and Twelfth Schedule** hereunder written with the Promoter. The amounts as more particularly mentioned in the **Eleventh Schedule** hereunder written are not refundable and can be appropriated by the Promoter and no accounts or statement will be required to be given by the Promoter to the Allottee/s in respect of the above amounts deposited by the Allottee/s with the Promoter. The Allottee/s shall make payments of such amounts as more particularly mentioned in the **Eleventh Schedule and Twelfth Schedule** hereunder to the bank account/s of the Promoter as may be intimated to the Allottee/s from time to time. The unspent balance, if any, of the amounts mentioned in the **Twelfth Schedule**, save and except for FCAM charges, shall be handed over by the Promoter to the Society, without interest, when the Real Estate Project is handed over to the Society. For the purposes of this clause, the expression "Promoter" includes its nominee/s.
- 8.2.4 The Allottee/s is / are aware and agree that the maintenance and upkeep of the common areas and amenities of the Real Estate Project and the New Phase Residential Component may be managed by one or more facility management companies (collectively "**FMCs**"). The FMC will be appointed by the Promoter.
- 8.2.5 If within a period of 5 (five) years from the date of handing over possession, the Allottee/s brings to the notice of the Promoter any structural defect in the said Premises or the Real Estate Project or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in it is not possible to rectify such defects, case the event of Promoter's failure to rectify such defects within such time, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under RERA.
- 8.2.6 It is clarified that the Promoter shall not be liable for any structural damage to the Premises if the same have been caused by reason of the default and/or negligence of the Allottee/s and/or any other allottees in the Real Estate Project or acts of third party (ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Allottee/s and/or any other allottee/person in the Real Estate Project and/or the Whole Project. The Allottee/s is/are aware and agree(s) and confirm(s) that the said Premises shall be of RCC structure with normal brick/block wall/dry wall with gypsum/putty/cement plaster. The Allottee/s is/are aware that the Real Estate Project is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Real Estate Project at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's obligation to rectify any defect(s) or compensate for the same as mentioned in this Clause and the Allottee/s/the Society/the Other Societies/the Apex Body shall have no claim(s) of whatsoever nature against the Promoter in this

regard.

- 8.2.7 The Allottee/s shall use the said Premises or any part thereof or permit the same to be used only for residential purpose. The Allottee/s shall use the car parking space/s only for purpose of parking vehicle and shall not park his / her / their vehicles at any other location on the Rivali Park Land.
- 8.2.8 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the MCGM at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Premises to the Allottee/s, obtain from the MCGM, the Occupation Certificate or Completion Certificate in respect of the said Premises.
- 8.2.9 Time is of the essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the said Premises and handing over the said Premises to the Allottee/s after receiving the Occupation Certificate. Similarly, the Allottee/s shall make timely payments of all instalments of the Sale Price and other dues payable by him/her/them/it and meeting, complying with and fulfilling all its other obligations under this Agreement.

### **8.3 Common Areas Facilities & Amenities:**

- 8.3.1 The Allottee/s shall not have any right, title, interest, etc. in respect of the common areas and such other areas as may be designated as common areas by the Promoter, and the Allottee/s is/are aware that he/she/it/they shall only be permitted to use the Real Estate Project Amenities, the Whole Project Included Amenities, the Exclusive Amenities for New Phase Residential Component including the car parking space/s mentioned in the **Eighth Schedule** hereunder written, in common with other allottee/s and users in the Real Estate Project, the Completed Project, the Other Residential Component, the Other Commercial Component, the Whole Project, the Adjoining Properties and the Promoter and its contractors, workmen, agents, employees, personnel and consultants. The Allottee/s is/are also aware that the Promoter has/shall designated/designate certain common area, facilities and amenities as the Exclusive Amenities for Wintergreen Whitespring, Exclusive Amenities for the Other Residential Component, Exclusive Amenities for Other Commercial Component, Exclusive Amenities for the New Phase Residential Component, Exclusive Amenities for the AOS Portion Building which shall be exclusively made available to and usable by such person(s) as the Promoter may in its sole discretion deem fit including the allottees/occupants of the Whitespring, Wintergreen, Arcade, the Other Residential Component, the Other Commercial Component, the AOS Portion Building and, shall not be available to the Allottee/s or any other allottees/occupants of apartments/flats in the Real Estate Project.
- 8.3.2 The Whole Project Included Amenities and any other areas as may be designated by the Promoter including common open areas, common landscapes etc., in/on the Whole Project / Rivali Park Land / Adjoining Properties shall be an integral part of the layout of the development of the Whole Project, Rivali Park Land and the Adjoining Properties and neither the Allottee/s nor any person or entity on the Allottee/s's behalf shall, at any time claim any exclusive rights with respect to the same.

- 8.3.3 The Allottee/s undertake(s) to not raise any objection to or interfere with the use of the aforesaid areas by the aforesaid persons, notwithstanding that there may be any perceived or actual nuisance, annoyance or inconvenience that could arise by virtue of such common use, access and entry.
- 8.3.4 The rights and entitlements of the Allottee/s under this Agreement are restricted to the right and entitlement to receive and enjoy the said Premises, subject to the terms and conditions of this Agreement.
- 8.3.5 The Allottee/s shall at no time demand partition of the said Premises and/or the Real Estate Project and/or the Completed Projects and / or the Other Residential Component and / or the Other Commercial Component and/or the Basements to Podia Areas in the Whole Project and/or the Whole Project and/or the Rivali Park Land and / or the said Land and / or the said Larger Property.

#### **8.4 Transfer of the said Premises**

The Allottee/s shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or any benefit of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or its rights, entitlements and obligations under this Agreement until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid and only with the prior written permission of the Promoter. In the event the Allottee/s wishes to transfer the said Premises and / or the benefit of this Agreement, the prior written consent of the Promoter shall be required for the proposed transfer / assignment for which the Allottee/s shall be bound to pay to the Promoter 5 % (five percentage) of (a) the proposed sale price or (b) the Sale Price, whichever is higher, together with GST (if applicable), Service Tax, VAT thereon as may be decided by the Promoter. Upon the receipt of such transfer fee the Promoter shall issue to the Allottee/s a consent letter permitting such transfer / assignment by the Allottee, failing which any transfer and / or assignment of the said Premises by the Allottee/s shall not be valid and binding on the Promoter. It is expressly agreed that this right of the Promoter is a covenant running with the said Premises and the Allottee/s hereby undertake/s to expressly include this Clause 8.4 as a specific term in the new agreement for sale between the Allottee/s and the proposed transferee.

#### **9. COVENANTS OF THE ALLOTTEE/S**

- 9.1 The Allottee/s by himself / herself / itself / themselves with intention to bind all persons into whose hands the said Premises and car parking space may hereinafter come, hereby covenants with the Promoter as follows, for the purpose of inter-alia ensuring soundness, aesthetics and safety of the Real Estate Project, the Whole Project, and the Rivali Park Land, for maintaining the value of the Real Estate Project, the Whole Project and the Rivali Park Land and for ensuring that any easement in respect of any of the aforesaid remains unaffected.
- 9.1.1 Not to do or suffer to be done anything in or to the Real Estate Project, the said Premises, staircase, common areas or any passages which may be against the rules, regulations or bye-laws of the concerned authorities or change/alter or make addition in or to the Real Estate Project or to the said Premises itself or any part thereof and to maintain the said Premises (including sewers, drains, pipes) and appurtenances thereto at the Allottees/s' own cost in good repair and condition from

the date on which the Allottee/s is/are permitted to use the said Premises and in particular so as to support, shelter and protect other parts of the Real Estate Project.

- 9.1.2 Not to raise any objection to the Promoter completing the construction of the Real Estate Project and the Whole Project (including additional floors on the Whole Project) in accordance with applicable law and this Agreement, without any interference or objection, whether prior to or subsequent to the Allottee/s taking possession of the said Premises. The Allottee/s confirms that in order to ensure safety of the workmen and the Allottee/s, the Allottee/s shall not be allowed to visit the site during the time that the Real Estate Project is under construction.
- 9.1.3 Not to store anything in the refuge floor nor store any goods in the said Premises which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the Real Estate Project or storing of which goods is objected to by the concerned authority and shall not carry or cause to be carried heavy packages / furniture / equipment to the upper floors which may damage or are likely to damage the staircases, common passages or any other part of the Real Estate Project.
- 9.1.4 Not to change the user of the said Premises and to comply with stipulations and conditions laid down by the Promoter/its designated Project Manager or the Society with respect to the use and occupation of the said Premises.
- 9.1.5 Not to demolish or cause to be demolished the said Premises or any part thereof and in particular so as to support, shelter and protect other parts of the Real Estate Project.
- 9.1.6 Not to make or cause to make any addition or alteration of whatsoever nature in the said Premises and to ensure in particular, support, shelter and protection of other parts of the Real Estate Project.
- 9.1.7 Not to make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent in the said Premises.
- 9.1.8 To keep the sewers, drains, pipes in the said Premises and appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect other parts of the Real Estate Project.
- 9.1.9 Not to cover or construct anything in the open spaces, garden, recreation area and/or parking spaces and/or refuge areas.
- 9.1.10 Not to make any alteration in the elevation and outside colour scheme of paint and glass of the Real Estate Project and not cover/enclose the planters and service slabs or any of the projections from the said Premises, within the said Premises, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Premises, nor do/cause to be done any hammering for whatsoever use on the external/dead walls of the Real Estate Project or do any act to affect the FSI/development potential of the Larger Property / the Rivali Park Land.
- 9.1.11 Not to do or permit to be done any renovation/repair within the said Premises.  
In the event of the Allottee/s carrying out any renovation/repair within the said Premises, then in such event the Promoter shall not be responsible for rectification of any defects noticed within the said Premises or of any damage caused to the said Premises or the Real Estate Project on account of such renovation/repair and the Promoter's obligation to rectify any defect(s) or compensate for the same as



more particularly described in Clause 8.2.5 of this Agreement shall immediately cease and the Allottee/s/ the Society / the Other Societies' / the Apex Body shall have no claim(s) of whatsoever nature against the Promoter in this regard.

9.1.12 To maintain the aesthetics of the Real Estate Project and to ensure the quiet and peaceful enjoyment by all the allottee/s/occupants therein and for the common benefit of all, and to preserve and maintain the safety, security and value of the said Premises, the Real Estate Project, the Whole Project and the Rivali Park Land, the Allottee/s agree and covenant as follows:

- (a) Not to affix any fixtures or grills on the exterior of the Real Estate Project for the purposes of drying clothes or for any other purpose and not to have any laundry drying outside the said Premises. The Allottee/s may fix grills on the inside of the windows. The standard design for the same shall be obtained by the Allottee/s from the Promoter and the Allottee/s undertake(s) not to fix any grill having a design other than the standard design approved by the Promoter. If found that the Allottee/s has/have affixed fixtures or grills on the exterior of his/her/their premises for drying clothes or for any other purpose or that the Allottee/s has/have affixed a grill having a design other than the standard approved design, the Allottee/s shall forthwith become liable to pay a sum of Rs.5,00,000/- (Rupees Five Lakh only) to the Promoter. Out of the said sum of Rs. 5,00,000/- (Rupees Five Lakh only), the Allottee/s shall forthwith pay such amount as may be determined by the Promoter to enable the Promoter to rectify the same to be in compliance with design approved by the Promoter and carry out repairs to the damages that has been caused to the Real Estate Project because of the fixtures and/or grills or otherwise (for which purpose the Allottee/s hereby undertakes to co-operate fully with the Promoter and to permit workers to access the said Premises to carry out such rectification and repairs), and the Allottee/s shall forthwith hand over the balance amount to the Promoter.
- (b) Not to install a window air-conditioner within or outside the said Premises save and except as per the Fit-Out Guidelines. If found that the Allottee/s has/have affixed a window air conditioner or the outdoor condensing unit which projects outside the said Premises, the Allottee/s shall forthwith become liable to pay a sum of Rs.5,00,000/- (Rupees Five Lakh only). Out of the said sum of Rs.5,00,000/- (Rupees Five Lakh only), the Allottee/s shall forthwith pay such amount as may be determined by the Promoter to enable the Promoter to rectify the same to be in compliance with design approved by the Promoter and carry out repairs to the damages that has been caused to the Real Estate Project because of the installation of a window air-conditioner or the outdoor condensing unit or otherwise (for which purpose the Allottee/s hereby undertakes to co-operate fully with the Promoter and to permit workers to access the said Premises to carry out such rectification and repairs), and the Allottee/s shall forthwith hand over the balance amount to the Promoter.
- (c) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises into the compound or the refuge floor or any portion of the Rivali Park Land and the Real Estate Project. If the Allottee/s or any members of the Allottees/s' family or any servant or guest of the Allottee/s commit(s) default of this sub- clause then the Allottee/s shall forthwith rectify any damage and default immediately at his / her own cost and shall also become liable to pay a sum of Rs.10,000/- (Rupees Ten Thousand Only) to the Promoter on each occasion on which the Allottee/s or any members of the Allottees/s' family or any servant or guest of the Allottee/s commit(s) default of this sub- clause.

- (d) Not to at any time cause or permit any public or private nuisance or to use loud speakers etc. in or upon the said Premises, the Real Estate Project or the Rivali Park Land or any part thereof or do anything which shall cause an annoyance, inconvenience, suffering, hardship or disturbance to the occupants of the Real Estate Project or the Rivali Park Land or to the Promoter. The Allottee/s shall ensure that the Allottee/s's pets and/or domesticated animals, if any, shall not enter the restricted areas/no entry zones as may be designated by the Promoter in the Real Estate Project/ the Rivali Park Land and/or pose a health or safety hazard and/or cause nuisance to the other occupiers of the Real Estate Project/ the Rivali Park Land and or the lifts installed in the Real Estate Project. If the Allottee/s or the members of the Allottee/s's family or any servant or guest of the Allottee/s commit(s) default of this sub-clause, then the Allottee/s shall immediately take remedial action and shall also become liable to pay a sum of Rs. 10,000/- (Rupees Ten Thousand Only) to the Promoter on each occasion on which the Allottee/s or any members of the Allottee/s's family or any servant or guest of the Allottee/s or pet of the Allottee/s commit(s) default of this sub- clause.
- (e) Not to discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the said Premises and/or the Real Estate Project and/or the Rivali Park Land and/or open spaces nor litter or permit any littering in the common areas in or around the said Premises and/or the Real Estate Project and/or the Rivali Park Land and at the Allottee/s own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated at the said Premises and/or the Real Estate Project and/or open spaces to the requirement and satisfaction of the Promoter and/or relevant government and statutory authorities. If the Allottee/s or members of the Allottee/s family or any servant or guest of the Allottee/s commit(s) default of this sub-clause then the Allottee/s shall immediately take remedial action and shall also become liable to pay a sum of Rs.10,000/- (Rupees Ten Thousand Only) to the Promoter on each occasion on which the Allottee/s or any members of the Allottee/s family or any servant or guest of the Allottee/s commits default of this sub-clause.
- (f) Not to do either by himself/herself/itself/themselves or through any other person anything which may or is likely to endanger or damage the Real Estate Project and/or the Whole Project or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the Real Estate Project and/or the Whole Project. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the Real Estate Project and/or the Rivali Park Land. If the Allottee/s or members of the Allottee/s family or any servant or guest of the Allottee/s commits default of this sub- clause then the Allottee/s shall immediately take remedial action and shall also become liable to pay a sum of Rs.10,000/- (Rupees Ten Thousand Only) to the Promoter on each occasion on which the Allottee/s or any members of the Allottee/s family or any servant or guest of the Allottee/s commits default of this sub-clause.
- (g) Not to display/permit to be displayed at any place in/upon the Real Estate Project and/or the Whole Project and / or the Rivali Park Land or any part thereof including on any construction thereon, any bills, posters, hoardings, advertisement, name boards, signboards including neon and illuminated, placards, posters, notice, advertisement, name plate, sign, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever. The Allottee/s shall not stick or affix pamphlets, posters or any paper on the walls of the Real Estate Project or common area therein or in any other place or on the window, doors and corridors of the Real Estate Project. If the Allottee/s or members of the Allottee/s family or

any servant or guest of the Allottee/s commits default of this sub-clause, then the Allottee/s shall immediately take remedial action and shall also become liable to pay a sum of Rs. 10,000/- (Rupees Ten Thousand Only) to the Promoter on each occasion on which the Allottee/s or any members of the Allottee/s family or any servant or guest of the Allottee/s commit(s) default of this sub-clause.

- (h) To make suitable arrangement for removal of debris arising out of any interior decoration, renovation, furniture making or any other allied work in the said Premises. The Allottee/s's labourers / contractors shall be responsible for the removal of debris such as marble pieces or all and any wastage material etc. from the said Premises on a daily basis. The Allottee/s / labourers / contractors shall at their own cost remove such wastage materials/debris. Such debris and / or wastage materials shall not be accumulated or placed in the common passages, corridors and basement or in any area within the Real Estate Project/ the Rivali Park Land. If the Allottee/s or members of the Allottee/s family or any servant or guest of the Allottee/s or any person employed by the Allottee/s commit(s) default of this sub-clause, then the Allottee/s shall immediately take remedial action and shall also become liable to pay a sum of Rs. 10,000/- (Rupees Ten Thousand Only) to the Promoter on each occasion on which the Allottee/s or any members of the Allottee/s family or any servant or guest of the Allottee/s commit(s) default of this sub-clause.
- (i) The aforesaid amounts shall be payable by the Allottee/s in addition to the cost of rectification for the default committed. In the event the Allottee/s fail(s) to rectify the default within 15 (fifteen) days from committing such default at the Allottee/s own cost, then the Promoter shall be entitled to send a notice to the Allottee/s intimating the Allottee/s that the Promoter shall, within a period of 48 (forty-eight) hours from the date thereof, enter the said Premises to inspect such defect. After such 48 (forty-eight) hour period, the Promoter through its agents, shall have a right to enter upon the said Premises and dismantle at the Allottees/s' cost, such fixtures or grills or air conditioner or the outdoor condensing unit or such other fixture which is/are in contravention of this sub- clause or any other provision of this Agreement and the Allottee/s hereby undertakes and confirms to co-operate fully with the Promoter in this regards and permit access to the said Premises for the purpose of such rectification and repairs.
- (j) Not to violate and to abide by all rules and regulations framed by the Promoter / its designated Project Manager or by the Society or the Apex Body, for the purpose of maintenance and up-keep of the Real Estate Project and in connection with any interior / civil works that the Allottee/s may carry out in the said Premises and to generally comply with building rules, regulations and bye- laws for the time being of the concerned authority and of government and other public bodies.
- (k) Not to violate and to observe and perform all the rules and regulations which the Promoter/ its designated Project Manager or the Society or the Apex Body may have at its inception and the additions or amendments thereof that may be made from time to time for protection and maintenance of the Real Estate Project and the premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned authority and of government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Promoter/its designated Project Manager or the Society regarding the occupation and use of the said Premises in the Real Estate Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

- (l) Not to object or cause any impediment to the right and authority of the Promoter and its workmen, staff, employees, representatives and agents and all other users/allottee/s of premises on the Rivali Park Land to the access, ingress and egress into and upon the Rivali Park Land including the Real Estate Project, the Whole Project, the Other Residential Component, the Other Commercial Component, the said Basements to Podia Areas in the Whole Project, the Real Estate Project Amenities, Exclusive Amenities for Wintergreen Whitespring, Exclusive Amenities for the Other Residential Component, Exclusive Amenities for Other Commercial Component, Exclusive Amenities for the New Phase Residential Component, Exclusive Amenities for the AOS Portion Building etc without any restriction or interference whatsoever including but not restricted to for the purpose of maintenance repair and upkeep of the electricity, communication and utility lines, cables and meters etc or any other reason, notwithstanding that there shall or may be any perceived or actual risks, nuisance, annoyance or inconvenience that could arise by virtue of such common access and entry.
- (m) Not do or permit or suffer to be done anything in or upon the said Premises or any part of the Real Estate Project or any part of the Rivali Park Land which is or may, or which in the opinion of the Promoter is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining premises or the neighbourhood provided always that the Promoter shall not be responsible to the Allottee/s for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining premises of the Real Estate Project and the Allottee/s shall not hold the Promoter so liable.
- (n) Not to obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, in or on the common stairways, refuge areas, corridors and passageways in and of the Real Estate Project.
- (o) Not to, in any manner, enclose any flower beds / planters / ledges / pocket terrace (s) / deck areas and other areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the said Premises and shall keep the same unenclosed at all time.
- (p) Not to affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the Real Estate Project or the exterior wall of the said Premises or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever save and except the name of the Allottee/s in such places only as shall have been previously approved in writing by the Promoter in accordance with such manner, position and standard design laid down by the Promoter.
- (q) Not park at any other place and shall park all cars in the car parking space/s only as may be permitted/allotted by the Promoter.
- (r) Shall cause the Society to paint the Real Estate Project at least once in every 5 (five) years maintaining the original colour scheme even after the conveyance to the Society as stated at Clause 11.2 below and shall bear his/her/it's/their respective share of expenses to paint, repair, waterproof and refurbish the Real Estate Project and to do all other acts and things for the upkeep and maintenance thereof and to bear and pay the proportionate costs, charges and expenses thereof as the Promoter may determine and to extend all co- operation, assistance and facilities for the same.

- (s) Not to object to the permission granted/to be granted by the Promoter to other flat allottee/s for the use of their respective appurtenant spaces and the car parking spaces.
- (t) Not to raise any objection and or claims about the unavailability of supply of water from MCGM and shall not raise any objection and/or claims regarding liability to bear and pay for alternate arrangements for water supply through tankers made for his/her/their convenience. The Allottee/s acknowledge(s) that the water connection from the MCGM shall be subject to availability and the rules, regulations and bye laws of the MCGM and agree not hold the Promoter responsible for the same. The Allottee/s is/are aware that alternate arrangements for water supply through tankers will be made for the Allottee/s' convenience. Expenses incurred for the same will be charged in the maintenance bill till the MCGM water connection is received.
- (u) The Allottee/s acknowledges and agrees that piped gas connection, if any, will be provided by a third party service provider and as third party service providers generally provide for piped gas connections and supply of gas in a building only when a significant portion of the building is occupied, the Promoter shall endeavour to provide such piped gas connection and supply of gas through such connection within a period of 24 (twenty four) months from Possession Date.
- (v) Shall accept, follow and abide by the Fit-Out Guidelines and other rules and regulations, framed by the Promoter from time to time for maintenance and management of the said Premises and the said Land, the Whole Project, and the Real Estate Project and/or the security thereof or of the aesthetics and ambience of the Real Estate Project, it being clearly agreed that in the event the Allottee/s violate(s) the Fit-Out Guidelines and such other rules/regulations made from time to time, the Allottee/s shall be liable to make good and/or compensate for any loss and/or damage whatsoever, caused by the Allottee/s and/or by his employees or agents. Further, the Allottee/s shall ensure that the workers, labourers, contractors appointed by the Allottee/s shall also strictly follow the same.
- (w) Not to do any act, deed, matter or thing during the course of fit-out/furnishing the said Premises resulting in leakage/damage to the said Premises or other flats/premises in the Real Estate Project or its common passages, staircases etc. and shall be responsible to make good such leakages, damages (if any caused) entirely at his/her/their costs and expenses.
- (x) Not to, make any structural / internal masonry / dummy flooring / plumbing changes in the said Premises in any manner whatsoever.
- (y) Not to obstruct/close the drain out points of the aluminum window tracks while laying the flooring materials, in order to avoid any water seepage and retention in the slab.
- (z) Shall on completion of the fit-outs of the said Premises, submit to the Promoter without delay a completion letter stating therein that the fit-outs of the said Premises have been carried out in accordance with the approved plans.
- (aa) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Whole Project and the Real Estate Project or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.
- (bb) If any allottee/s/occupants in the Real Estate Project including the Allottee/s make any internal structural/non-structural changes to any premises in the Real Estate Project including the said Premises, the Promoter shall stand discharged of all its

expressed and implied warranties under this Agreement.

- (cc) To rectify and make good any breach or default of any of the covenants contained in this Clause 9, without prejudice to any rights and remedies available to the Promoter, at its sole cost expense and risk. It is expressly clarified, agreed and understood that strict observance, performance and compliance of the terms, conditions, covenants, stipulations and provisions of this Clause 9 by the Allottee/s shall be of the essence of this Agreement.

- 9.2 The Allottee/s agree(s) and covenant(s) that, Limited Areas and Facilities, the Exclusive Amenities for Wintergreen Whitespring, the Exclusive Amenities for the Other Residential Component, the Exclusive Amenities for the Other Commercial Component, the Exclusive Amenities for the New Phase Residential Component, the Exclusive Amenities for the AOS Portion Building shall be exclusively made available to and usable by such person(s) as the Promoter may in its sole discretion deem fit, and shall not be available to the Allottee/s or any other allottees/occupants of apartments/flats in the Real Estate Project.
- 9.3 The Allottee/s agree(s) and covenant(s) that, the entry and exit points and accesses and driveways to the Real Estate Project shall be common to all other allottee/s, users and occupants in the Whole Project and on the Rivali Park Land including to access all other buildings, towers and structures in the Whole Project and the Adjoining Properties. The Allottee/s agree(s), confirms and covenant(s) that he/she/it/they shall not be entitled to and shall not demand any separate independent access and/or entry/exit point exclusively for himself/herself/themselves and/or any other allottee/s, users and/or occupants in the Real Estate Project. Further, the Allottee/s also agree(s) and confirm(s) that the Other Residential Component and the Other Commercial Component and / or the Completed Projects including their respective amenities may have entry and exit points and access in common with other allottee/s in the Whole Project and/or may have independent and exclusive entry and exit points and access that shall not be usable by the Allottee and the Allottee/s has/have no objection to such arrangement, which shall be at the sole discretion of the Promoter .
- 9.4 The Allottee/s agree(s), confirm(s) and covenant(s) that the issuance of the Occupation Certificate with respect to the Real Estate Project by the competent authority(ies) shall mean and shall be construed that the Promoter has carried out the development and construction of the Real Estate Project in conformity with the sanctioned plans, approvals and permissions issued by the competent authority(ies) and the Allottee/s shall not raise any dispute(s), claim(s) and/or demand(s) with respect to the development and construction of the Real Estate Project.
- 9.5 The Allottee/s agree(s) and confirm(s) that the Promoter shall at all times have the right to propose joint open space for fire tender movement between the Real Estate Project and the remaining portions of the Whole Project and/or the Larger Property and the Allottee/s hereby consent(s) to the same.
- 9.6 The Allottee/s agree(s) and confirm(s) not to demand that a compound wall be constructed around the Real Estate Project and / or the Whole Project or any part thereof.
- 9.7 The Allottee/s agree(s), covenant(s) and confirm(s) that the Allottee/s is/are aware that the car parking space/s (as mentioned in the **Eighth Schedule**) that the Allottee/s shall be permitted to use, shall be located within the Basements to Podia

Areas in the Whole Project. The Promoter has disclosed to the Allottee/s and the Allottee/s confirms and agrees that the Promoter is entitled to use portions of the Basements to Podia Areas in the Whole Project (including below/appurtenant to the Real Estate Project) for the other occupants of the Whole Project or such other user/s / occupants as the Promoter may deem fit. The Allottee/s hereby accords his/her/their irrevocable consent for the same and confirms that he/she/it is aware that such portions of the Basements to Podia Areas below/appurtenant to the Real Estate Project shall be available to the Allottee/s or any other allottees/occupants of apartments/flats in the Whole Project.

- 9.8 Considering that there shall be multiple car parking spaces for the Whole Project, the Promoter shall in due course formulate rules and regulations for operating and maintaining the entire Basements to Podia Areas in the Whole Project. The Allottee/s shall be bound to adhere to such rules and regulations and shall fully cooperate with the Promoter and all other occupants while exercising its permission to use the car parking space/s allotted to the Allottee/s as mentioned in the **Eighth Schedule**. The Society / Apex Body shall duly adopt such rules and regulations as formulated by the Promoter in this regard and ensure that the same are duly enforced in the interests of each of the allottees. The non-adherence to such rules and regulations by the Allottee/s shall lead to forfeiture of the Allottee/s' rights to use the car parking space/s allotted to the Allottee/s as mentioned in the **Eighth Schedule**.
- 9.9 The Allottee/s also agree(s) and confirm(s) that various portions within the Basements to Podia Areas in the Whole Project, may have common entry and exit points, ramp/s, driveways and access for the allottee/s / user/s / occupant/s of the Whole Project (including allottee/s of the Real Estate Project) and/or may have independent and exclusive entry and exit points and access that shall not be usable by the Allottee or any other allottee/s in the Real Estate Project and that the Allottee/s has/have no objection to such arrangement.

## 10. EVENTS OF DEFAULT

- 10.1 In addition to what is stated in Clause 5.1.8 hereinabove, if the Allottee/s breaches / contravenes any of the terms and conditions of this Agreement applicable to the Allottee/s and / or if any one or more of the events or circumstances set out in Clause 9 ("**Event of Default**"), then the Promoter may call upon the Allottee/s by way of a written notice ("**Rectification Notice**") to rectify the same within a period of 15 (fifteen) days from the date of receipt thereof ("**Cure Period**"). If the Allottee/s fails to rectify such Event of Default within the Cure Period, then the same shall be construed as a default ("**Default**").
- 10.2 The following events, inter alia, shall be construed as a Default:
- 10.2.1 If the Allottee/s delay(s) or commit(s) default in making payment of any installment or any other amount payable under this Agreement, including taxes, etc. or otherwise, including as set out in this Agreement;
- 10.2.2 If the Allottee/s fails to take possession of the said Premises in terms of Clause 8.1 above;
- 10.2.3 If the Allottee/s commit(s) breach of any terms, conditions, covenants, undertakings and/or representations and/or warranties as given by him/her/it in this Agreement (including in Clause 9 (Covenants of the Allottee/s) above and/or any other writings and/or the terms and conditions of layout, IOD, municipal and regulatory permissions, ULC permissions, N.O.C's. and other sanctions,

permissions, undertakings and affidavits etc.;

- 10.2.4 If the Allottee/s has/have been declared and/or adjudged to be insolvent, bankrupt etc. and/or ordered to be wound up or dissolved;
- 10.2.5 If the Allottee/s is/are, convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months;
- 10.2.6 If a Receiver and/or a Liquidator and/or Official Assignee or any person is appointed for the Allottee/s or in respect of all or any of the assets and/or properties of the Allottee/s;
- 10.2.7 If any of the assets and/or properties of the Allottee/s is/are attached for any reason whatsoever under any law, rule, regulation, statute etc.;
- 10.2.8 If any execution or other similar process is issued and/or levied against the Allottee/s and/or any of the Allottee/s' assets and properties;
- 10.2.9 If the Allottee/s has/have received any notice from the Government of India (either Central, State or Local) or any foreign Government for the Allottee/s's involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him/her/them; and/or
- 10.2.10 If any of the aforesaid have been suppressed by the Allottee/s.

### 10.3 Consequences of Default:

- 10.3.1 On the occurrence of a Default, the Promoter shall, without prejudice to any and all other rights and remedies available to it under law, be entitled (but not obliged) to exercise its rights as mentioned at Clauses 5.1.8 hereinabove.
- 10.3.2 It is agreed that all the rights and remedies of the Promoter, including aforesaid rights and remedies of the Promoter, are cumulative and without prejudice to one another.

## 11. FORMATION OF THE SOCIETY & APEX BODY

### 11.1 Formation of the Society:

- 11.1.1 Within 3 (three) months from the date on which 51% (fifty one percent) of the total number of allottees in the Real Estate Project have booked their units, the Promoter shall submit an application to the competent authorities to form a co-operative housing society to comprise solely of the Allottee/s and other allottees of units/premises in the Real Estate Project in accordance with and under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules.
- 11.1.2 The Allottee/s shall, along with other allottees of premises/units in the said Real Estate Project join in forming and registering a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder and in accordance with the provisions of the RERA and RERA Rules, in respect of the Real Estate Project in which the allottees of the premises of the Real Estate Project alone shall be joined as members ("**the Society**").



- 11.1.3 For this purpose, the Allottee/s shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society and for becoming a member thereof, including the bye-laws of the Society and shall fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Allottee/s, so as to enable the Promoter to register the Society. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority. The Allottee/s also accept(s) and agree(s) that certain changes may be required to the application forms and other writings including the society register to be filled up, including deletion and substitution of the Allottee/s/other allottees in the said Real Estate Project consequent to sale and transfer of the said Premises/their respective premises, and the Allottee/s shall not object to the same.
- 11.1.4 The name of the Society shall be solely decided by the Promoter.
- 11.1.5 The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the said Real Estate Project, if any.
- 11.1.6 The Society shall, at the option of the Promoter, admit either the Promoter or all allottee/s of unsold flats and premises of the Promoter in the said Real Estate Project as members, in accordance with its bye-laws. The Allottee/s hereby agree and acknowledge that he/she /it/they shall ensure that the Society shall forthwith upon receipt of the application for membership admit either the Promoter or any allottee/s / purchasers of unsold units of the Promoter in the Real Estate Project and shall forthwith issue share certificates and other necessary documents in favour of the Promoter or such allottee/s / purchasers, without raising any dispute or objection to the same, and without charging/recovering from them any fees, donation or any other amount of whatsoever nature in respect thereof. Further, it is hereby agreed that the Promoter or purchaser/lessees/occupants of these unsold unit/s of the Promoter shall enjoy and shall be entitled to enjoy all rights and privileges with respect to the use of the common areas and amenities and facilities at par with any other member of the Society.
- 11.1.7** Upon handing over of the Real Estate Project to the Society, the Society shall be responsible at its own costs, charges and expenses for the operation and management and/or supervision of the said Real Estate Project including the Real Estate Project Amenities and the Promoter shall not be responsible for the same and the Allottee/s shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard. The Society shall also be liable to contribute towards the FCAM in terms of Clause 8.2.1 herein above.
- 11.1.8 The Promoter has prior to hereof, formed a co-operative housing society comprising solely of the allottees of units/premises in the Whitespring Residential Component, in accordance with and under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules ("**Whitespring Society**").
- 11.1.9 The Promoter has prior to hereof, formed a co-operative housing society comprising solely of the allottees of units/premises in the Wintergreen Residential Component, in accordance with and under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules ("**Wintergreen Society**").

- 11.1.10 The Promoter may similarly submit application/s to the competent authorities to form a co-operative society to comprise solely of the allottees of units / premises of the Arcade Commercial Component in accordance with and under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules or such other association as may be permissible under law (**"Arcade Society"**).
- 11.1.11 The Promoter shall similarly submit application/s to the competent authorities to form a co-operative housing society to comprise solely of the allottees of units/premises in each of the residential buildings of the Other Residential Component in accordance with and under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules (collectively **"Other Residential Component Societies"**).
- 11.1.12 The Promoter shall similarly submit application/s to the competent authorities to form a co-operative society to comprise solely of the allottees of units/premises of the Other Commercial Component in accordance with and under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules (**"Other Commercial Component Societies"**).
- 11.1.13 The cost, charges, expenses, levies, fees, taxes, duties, including but not limited to stamp duty and registration charges, with respect to the formation of the Society / the Other Societies', including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the respective Society and their respective members/intended members including the Allottee/s, as the case may be, and the Promoter shall not be liable towards the same.
- 11.1.14 As part of the development on the Kanakia DA Land (which is a part of the Larger Layout but is not a part of the Whole Project or the Rivali Park Land) the following associations have already been formed prior to the commencement of RERA i.e. (1) Royale Samarpan CHSL (2) Samarpan A & B Wing CHSL (3) Samarpan C & D Wing CHSL (4) The Western Edge-1 Condominium (5) The Western Edge II Premises CSL (5) Samarpan Exotica CHSL (hereinafter collectively referred to as **"the DA Societies"**). Such associations have not been formed by the Promoter.

## **11.2 Conveyance to the Society:**

- 11.2.1 Within 3 (three) months from the date of issue of the Occupancy Certificate, subject to the Promoters right to dispose off unsold units, the Real Estate Project (exclusive of Basements and Podia) and only the constructed building shall be conveyed by the Promoter to the Society vide a registered indenture of conveyance (**"Society Conveyance"**).
- 11.2.2 The cost, charges, expenses, levies, fees, taxes, duties, including but not limited to stamp duty and registration charges on the Society Conveyance and documents related thereto and also the professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents shall be borne and paid by the Society alone and the Promoter shall not be liable towards the same.
- 11.2.3 Within a period of 3 (three) months from the date of receipt of the Full Occupation Certificate of the last building / structure / tower / wing in the Whole Project and on

the Rivali Park Land, the Promoter shall submit application/s to the competent authorities to form and register an Apex Body either as a Federation or Holding Entity consisting of the Society and all such entities in the layout formed as per Rule 9(1)(i) of the RERA Rules, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules, as the case may be (**“Apex Body”**).

11.2.4 At the option of the Promoter, the DA Societies and all other occupants of the said Plot may be permitted to be joined as members of the Apex Body and the Allottee/s (as a prospective member/s of the said Society / the Apex Body) does hereby consent to the same and shall accord all co-operation to the Promoter in this regard, including but not limited to submitting written consent/s and writings and / or voting in favour of such membership to the Apex Body, as the case may be.

11.2.5 The cost, charges, expenses, levies, fees, taxes, duties, including but not limited to stamp duty and registration charges with respect the formation of the Apex Body and documents related thereto and also the professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents shall be borne and paid by the Apex Body and its members / intended members alone and the Promoter shall not be liable towards the same.

### **11.3 Conveyance to the Apex Body:**

11.3.1 The Promoter shall ensure that, within a period of 3 (three) months of from the date of issue of the Occupation Certificate of the last building or wing in the Larger Property, the Owner shall execute and register an Indenture of Conveyance (**“Apex Body Conveyance”**) whereby the Owner shall convey in favour of the Apex Body all its right, title and interest of the entire, undivided or inseparable land underneath all the buildings.

11.3.2 PROVIDED THAT the Apex Body Conveyance shall clearly state that the following areas shall be retained as is required for:

- (a) handing over the stipulated percentage if any, for any statutory requirement, to the MCGM or statutory authority;
- (b) developing and handing-over a public amenity, if any;
- (c) handing-over set back land;
- (d) handing-over non-buildable/buildable reservations on the Larger Property, if any;
- (e) retaining non-buildable/buildable reservations on the Larger Property, if any;
- (f) retaining all land areas required to be conveyed to the DA Societies in accordance with law;
- (g) retaining the 2 (two) internal layout roads;

11.3.3 Such conveyance of land to the Apex Body shall be in accordance with the rules and regulations prevailing at the relevant time and shall prescribe, inter alia, the arrangement and terms and conditions of use, maintenance and enjoyment

between (a) the DA Societies, the occupants of the Damani Plot, the said Plot and the Societies of the Whole Project such that their exclusive / restricted rights are clearly demarcated and confirmed including but not limited to with respect to the portions of statutory layout RG on the various parts of the said Plot and the Larger Property; and between (b) the Societies of the Whole Project with respect to the common areas and amenities, accesses etc designated by the Promoter as exclusive for certain allottee/s only (“**the Scheme of Use and Enjoyment of the Layout**”). The Scheme of Use and Enjoyment of the Layout shall be prepared by the Promoter and annexed to the Apex Body Conveyance as a part thereof.

- 11.3.4 It is clarified that the right, title and interest in the designated recreation ground areas/layout R.G. shall be conveyed only to the Apex Body and the Allottee/s shall not and/or cause the Society to claim any sole / exclusive right(s), title, interest with respect to the same.
- 11.3.5 The Apex Body shall be required to join in execution and registration of the Apex Body Conveyance. Post the Apex Body Conveyance, the Apex Body shall be responsible for the maintenance and management and/or supervision of the areas conveyed to the Apex Body and the Promoter shall not be responsible for the same.
- 11.3.6 The cost, charges, expenses, levies, fees, taxes, duties, including but not limited to stamp duty and registration charges, with respect to the Apex Body Conveyance and allied documents and professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the Apex Body and its members/intended members, and the Promoter shall not be liable towards the same.
- 11.3.7 Neither the Apex Body nor the Society/the Other Societies shall ever claim and/or demand for partition of the Larger Property or any part thereof.

## **12. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE/S**

**The Allottee/s represent(s) and warrant(s) to the Promoter that: -**

- 12.1 He / she / it / they / is / are not prohibited from entering into this Agreement and / or to undertake the obligations, covenants etc. contained herein or enter into this Agreement and/or to undertake the obligations, covenants etc. contained herein;
- 12.2 He/she/it/they/has/have not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up or dissolved, as the case may be;
- 12.3 No receiver and/or liquidator and/or official assignee or any person is appointed in the case of the Allottee/s or all or any of his/her/its assets and/or properties;
- 12.4 None of his/her/their assets/properties is attached and/or no notice of attachment has been received under any rule, law, regulation, statute etc.;
- 12.5 No notice is received from the Government of India (either Central, State or Local) and/or from any other Government abroad for his/her/their involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him/her/them;
- 12.6 No execution or other similar process is issued and/or levied against him/her/them and/or against any of his/her/their assets and properties;

- 12.7 He/she/it/they has/have not compounded payment with his/her/their creditors;
- 12.8 He/she/it/they is/are not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months;
- 12.9 He/she/it/they is/are not an undesirable element and/or will not cause nuisance and/or cause hindrances in the completion of the development of the Rivali Park Land and/or anytime thereafter and will not default in compliance with the terms of this Agreement including making any payments;
- 12.10 He/she/it has not indulged into any activity or offence relating money laundering; and
- 12.11 No notice has been received by or proceedings initiated against the Allottee/s under the provisions of the Prevention of Money Laundering Act.

The representations and warranties stated in this Clause 12 are of a continuing nature and the Allottee/s shall be obliged to maintain and perform such representations and warranties.

### **13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

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

- 13.1 The Promoter has clear and marketable title and has the requisite rights to carry out development and sale of premises constructed upon the Rivali Park Land and also has actual, physical and legal possession of the said Land for the implementation of the Real Estate Project;
- 13.2 The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project;
- 13.3 There are no encumbrances upon the Real Estate Project except those disclosed to the Allottee/s;
- 13.4 There are no litigations pending before any Court of law with respect to the Real Estate Project except those disclosed to the Allottee/s;
- 13.5 All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits issued/to be issued by the competent authorities with respect to the Real Estate Project, have/shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project and common areas;
- 13.6 The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
- 13.7 The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with

respect to the Rivali Park Land and the said Premises, which will, in any manner, affect the rights of Allottee/s under this Agreement;

- 13.8 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee/s in the manner contemplated in this Agreement;
- 13.9 The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the competent Authorities till possession is offered to the Allottee/s in accordance with Clause 8 above and thereupon shall be proportionately borne by the Society;
- 13.10 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 Rivali Park Land) has been received or served upon the Promoter in respect of the Rivali Park Land and/or the Real Estate Project except those disclosed to the Allottee/s.

#### **14. NOMINEE**

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

#### **15. INDEMNITY**

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

#### **16. CONSTRUCTION OF THIS AGREEMENT**

In this Agreement where the context admits:

- 16.1 Any reference to any statute or statutory provision shall include:
- 16.1.1.1 all subordinate legislation made from time to time under that provision (whether

or not amended, modified, re-enacted or consolidated); and

- 16.1.1.2 any amendment, modification, re-enactment, substitution or consolidation thereof (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment, substitution or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted, substituted or consolidated) which the provision referred to has directly or indirectly replaced.
- 16.1.1.3 any reference to the singular shall include the plural and vice-versa;
- 16.1.1.4 any references to the masculine, the feminine and/or the neuter shall include each other;
- 16.1.1.5 the Schedules and Annexures form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules and annexures to it;
- 16.1.1.6 references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
- 16.1.1.7 each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;
- 16.1.1.8 references to a person (or to a word importing a person) shall be construed so as to include:
  - (a) an individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality/separate legal entity); and
  - (b) that person's successors in title and assigns or transferees permitted in accordance with the terms of this Agreement.

## 17. NOTICE

- 17.1 All notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Courier or Registered Post A.D or notified Email ID/Under Certificate of Posting at their respective addresses as specified in the **Eighth Schedule** hereunder written.
- 17.2 It shall be the duty of the Allottee/s and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee/s, as the case may be.

## **18. COSTS & EXPENSES**

The Allottee/s shall bear and pay all the amounts, taxes, charges, levies, duties, stamp duty (including deficit/additional stamp duty amount, if any, demanded by concerned authority(ies), registration charges and all out-of-pocket costs, charges and expenses on all documents for sale and/or transfer of the Premises and on this Agreement and on the transaction contemplated herein.

## **19. ENTIRE AGREEMENT**

19.1 This Agreement, alongwith its Schedules and Annexures, constitutes the entire agreement between the parties hereto and supercedes other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Promoter, any agent, employee or representative of the Promoter or any other person. The show flat constructed by the Promoter and all furniture, items, electronic goods, amenities etc. displayed therein, and any marketing material including but not limited to sales brochures, models, photographs, videos, illustrations, walk through, etc. provided to the Allottee/s or made available for the Allottees/s' viewing were merely an artists impression and creative imagination and shall not constitute a representation or warranty or declaration by the Promoter or any of its agents/employees/representatives and the Allottee/s shall not be entitled to make any claim upon the Promoter with respect to any item/component/facet that is not specifically agreed to be provided by the Promoter to the Allottee/s under this Agreement. This Agreement shall form the only binding agreement between the parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any previous agreements concerning the said Premises and said car parking space/s between the parties hereto.

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

19.3 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the Real Estate Project, the Whole Project or the Larger Property or any part thereof.

## **20. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said Premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has taken or agreed to take such said Premises.

## **21. WAIVER**

No forbearance, indulgence or relaxation or inaction by the Promoter at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice its rights to require performance of that provision and any waiver or acquiescence by it of any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or



succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

## **22. SEVERABILITY**

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

## **23. METHOD OF CALCULATION OF PROPORTIONATE SHARE:**

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

## **24. FURTHER ASSURANCES:**

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

## **25. PLACE OF EXECUTION:**

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

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

## **26. JOINT ALLOTTEES:**

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

**27. DISPUTE RESOLUTION:**

Any dispute between the Parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

**28. GOVERNING LAW:**

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

**29. RIGHT TO AMEND**

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

**30. PROVISIONS OF THIS AGREEMENT APPLICABLE TO THE ALLOTTEE/S / SUBSEQUENT ALLOTTEE/S**

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

**31. ALLOTTEE/S WHO IS/ARE NON-RESIDENT/FOREIGN NATIONAL OF INDIAN ORIGIN**

It is abundantly made clear to the Allottee/s who is a non-resident/foreign national of Indian Origin, that in respect of all remittances, acquisitions/transfer of the said Premises, it shall be his/her/their/its sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Allottee/s understands and agrees that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/they/it alone shall be liable for any action under the Foreign Exchange Management Act, 1999, or any other statutory modifications or re-enactments thereto. The Promoter accepts no responsibility in this regard and the Allottee/s agrees to indemnify and keep the Promoter indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.

**IN WITNESS WHEREOF** the parties hereinabove named have set and subscribed their respective hands and signed this Agreement for Sale on the day and year hereinabove stated.

SIGNED AND DELIVERED )

by the within named the Promoter )

**CCI PROJECTS PRIVATE LIMITED** )

through its Authorised Signatory )

**Mr.** \_\_\_\_\_ )

in the presence of )

1. \_\_\_\_\_ )

2. \_\_\_\_\_ )

SIGNED AND DELIVERED )

by the within named the Allottee )

**Mrs. Poonam Kumari** )

**Mr. Rakesh Kumar** )

in the presence of ... )

1. \_\_\_\_\_ )

2. \_\_\_\_\_ )

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**(THE SAID PLOT)**

ALL THOSE pieces and parcels of land admeasuring approximately 1,51,328 square meters bearing CTS No. 163A/1, 163A/2, and 165 of Village Magathane, Taluka Borivali, Mumbai Suburban District and bounded as follows:

- On or towards East : by Western Express Highway;
- On or towards West : by CTS No. 67 of Village Magathane;
- On or towards North : by CTS Nos. 161A, 162B, 163 & 164A of Village Magathane;
- On or towards South : by CTS Nos. 166A, 166B, 167C & 166C/1 of Village Magathane

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**(THE LARGER PROPERTY)**

ALL THOSE pieces and parcels of land admeasuring approximately 1,18,400 square meters bearing CTS No. 163A/1, 163A/2, and 165 (part) of Village Magathane, Taluka Borivali, Mumbai Suburban District and bounded as follows:

- On or towards East : by Western Express Highway & CTS No. 165 (part) of Village Magathane;
- On or towards West : by CTS No. 67 of Village Magathane;
- On or towards North : by CTS Nos. 161A, 162B, 163 & 164A of Village Magathane;
- On or towards South : by CTS Nos. 166A, 166B, 167C & 166C/1 of Village Magathane

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
(RIVALI PARK LAND)

ALL THOSE pieces and parcels of land admeasuring approximately 57,825.78 square meters bearing CTS No. 165 (part) of Village Magathane, Taluka Borivali, Mumbai Suburban District and bounded as follows:

- On or towards East : by Western Express Highway & CTS No. 165 (part) of Village Magathane;
- On or towards West : by CTS No. 67 of Village Magathane;
- On or towards North : by Internal Layout Road & CTS No. 165 (part) of Village Magathane;
- On or towards South : by Internal Layout Road & CTS No. 165 (part) of Village Magathane;

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**Part-A**

ALL THOSE pieces and parcels of land admeasuring approximately 920.51 square meters bearing CTS No. 165 (part) of Village Magathane, Taluka Borivali, Mumbai Suburban District and bounded as follows:

- On or towards East : by CTS No. 165 (part) of Village Magathane;  
On or towards West : by CTS No. 165 (part) of Village Magathane;  
On or towards North : by CTS No. 165 (part) of Village Magathane;  
On or towards South : by CTS No. 165 (part) of Village Magathane;

**Part - B**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Tower 1</b>
1.	Basements	Up to 2 levels
2.	Podia	Up to 5 levels
3.	Upper Floors (including Podia)	Up to 45 levels

**Part-C**

<b>Sr. No.</b>	<b>Details</b>	<b>Area in Square Meters</b>
1.	FSI sanctioned till date for the Real Estate Project	21,038
2.	Additional FSI proposed to be consumed (not yet sanctioned) for the Real Estate Project	4,000
3.	Total FSI proposed to be consumed for the Real Estate Project	25,038

**THE FIFTH SCHEDULE ABOVE REFERRED TO**  
(WHOLE PROJECT INCLUDED AMENITIES)

<b>Sr. No.</b>	<b>Particulars</b>
1.	Common driveways and fire tender paths including those located in Basements to Podia Areas in the Whole Project for the Real Estate Project, the Other Residential Component, the Other Commercial Component, the Whitespring Component, the Wintergreen Component and the Arcade Component
2.	Common entry / exit gates with security cabins including those located in Basements to Podia Areas in the Whole Project for the Real Estate Project, the Other Residential Component, the Other Commercial Component, the Whitespring Component, the Wintergreen Component and the Arcade Component



**THE SIXTH SCHEDULE ABOVE REFERRED TO**  
(EXCLUSIVE AMENITIES FOR NEW PHASE RESIDENTIAL COMPONENT)

<b>Sr. No.</b>	<b>Particulars</b>
1.	Landscaped Garden
2.	CCTV in select common areas
3.	Children's / Toddler's play area
4.	Jogging Track
5.	Swimming Pool
6.	Kids' Pool
7.	Gymnasium
8.	Jacuzzi
9.	Massage room
10.	Yoga / Meditation / Activity Rooms
11.	Outdoor Meditation Area
12.	Multi-purpose Hall / Function Room / Banquet hall
13.	Indoor Games Area
14.	Billiards / Pool
15.	Rock Climbing
16.	Reflexology Path
17.	Senior Citizen Corner

**THE SEVENTH SCHEDULE ABOVE REFERRED TO**  
(REAL ESTATE PROJECT AMENITIES)

<b>Sr. No.</b>	<b>Particulars</b>
1.	Entrance Lobby with High Ceiling
2.	Lift Lobby and Landings
3.	Corridors
4.	Staircase and Staircase landing
5.	Refuge Area
6.	Elevators

**THE EIGHTH SCHEDULE ABOVE REFERRED TO**

<b>Sr. No.</b>	<b>Terms and Expressions</b>	<b>Descriptions</b>
1.	Said Premises	Flat No. <b>2506</b> on the <b>25<sup>th</sup></b> floor of <b>Rivali Park - Sunburst</b> being the Real Estate Project.
2.	Carpet area of the said Premises as per RERA	714 SQFT
3.	Sale Price	Rs. 1,65,00,000/- (Rupees One Crore Sixty Five Lakh(s) Only)
	(i) Sale price towards the carpet area of the said Premises	Rs. 1,65,00,000/- (Rupees One Crore Sixty Five Lakh(s) Only)
	(ii) Proportionate sale price towards the Limited Areas and Facilities	NIL
4.	Part Payment towards the Sale Price paid prior hereto	Rs. 16,33,500/- (Rupees Sixteen Lakh(s) Thirty Three Thousand Five Hundred Only)
5.	Bank Account of the Promoter	CCI PROJECTS P L- R P- SUNBURST 100% ESC Account No. 50200077885190
6.	Car parking space/s	Permission to park in 1 (One) car parking space/s.
7.	Completion Date	31/08/2028
8.	Limited Areas and Facilities	NIL
9.	Said Nominee	<b>Name:</b> Rohini Priya <b>Relationship with Allottee/s:</b> Daughter <b>Address of Nominee:</b> Flat No 21, Building No 12, Kamdhenu Apartment, Hariom Nagar, Mulund East, Mumbai-400081
10.	Contact Details	<b>Promoter's email address:</b> sunburst.crm@cciprojects.co.in Promoter's phone number: 022 - 42230800 Promoter's fax number: NIL  <b>Allottee/s email address:</b> kumar.rakesh@sbi.co.in Allottee/s phone number: +91-9607888224 Allottee/s fax number: NIL
11.	PAN	<b>Promoter's PAN:</b> CCI Projects Private Limited: AABCT4694B  <b>Allottee/s PAN:</b>  Mrs. Poonam Kumari : CQLPK3764Q  Mr. Rakesh Kumar : AGTPK2319K

**THE NINTH SCHEDULE ABOVE REFERRED TO**

<b>Sr. No.</b>	<b>Milestone</b>	<b>Percentage</b>	<b>Amount</b>
1.	Within 21 Days of Booking (Part of the Earnest Money)	10%	16,50,000/-
2.	Within 45 days of Booking (Including balance portion of the Earnest Money)	10%	16,50,000/-
3.	On Completion of Plinth	10%	16,50,000/-
4.	Completion of 8th slab	10%	16,50,000/-
5.	Completion of 18th slab	10%	16,50,000/-
6.	Completion of 28th slab	10%	16,50,000/-
7.	Completion of On Top Slab	10%	16,50,000/-
8.	Completion of the Walls, Floorings, Doors, Windows , Staircases, Lift Wells and Floor Lobby of the Apartment	10%	16,50,000/-
9.	Completion of External Plumbing, Elevation, Terraces & Lifts	10%	16,50,000/-
10.	On OC	10%	16,50,000/-

Please Note taxes to be paid separately by the Allottee/s at applicable rates on the aforesaid amount

**THE TENTH SCHEDULE ABOVE REFERRED TO**

<b>Sr. No.</b>	<b>Particulars</b>
1.	Vitrified tile flooring for living, dining, kitchen and all bedrooms – Kajaria or RAK or Johnson or equivalent.
2.	Ceramic tiles / Vitrified tiles for Bathroom Flooring and Dado – Kajaria or RAK or Johnson or equivalent.
3.	Wash basin counters
4.	Vitrified / Ceramic tiles dado above main kitchen platform – Kajaria or RAK or Johnson or equivalent.
5.	Kitchen platform with stainless steel sink – Franke or Nirali or equivalent.
6.	Service platform in kitchen
7.	Piped gas connection with gas-leak detector (subject to approval from Mahanagar Gas Limited)
8.	Anti-skid tiles in the Balcony areas (wherever applicable) – Kajaria or RAK or Johnson or equivalent.
9.	Aluminium windows
10.	Concealed Plumbing
11.	C.P fittings – Kohler or Grohe or Jaquar or equivalent
12.	Electrical switches – MK or GM or Roma or Wipro or equivalent
13.	Video door phone
14.	Laminated flush doors
15.	Provision for telephone, internet & cable TV connections

**THE ELEVENTH SCHEDULE ABOVE REFERRED TO**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Amount</b>
1.	Charges towards formation and registration of the Society and the Apex Body, along with applicable taxes	10,000/-
2.	Deposit towards water, electricity, and other utility and services connection charges	75,000/-
3.	One-time non-refundable membership fee with respect to the club house forming part of the New Phase Residential Component (taxes to be paid separately by the Allottee/s at applicable rates)	2,14,200/-
4.	All legal costs, charges and expenses (taxes to be paid separately by the Allottee/s at applicable rates)	25,000/-
5.	Development and Infrastructure charges (taxes to be paid separately by the Allottee/s at applicable rates)	1,42,800/-

Please Note taxes to be paid separately by the Allottee/s at applicable rates on the aforesaid amount

**THE TWELFTH SCHEDULE ABOVE REFERRED TO**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Amount</b>
1.	Share application money of the Society	700/-
2.	Provisional BCAM Charges for first 18 Months	89,964/-
3.	Provisional FCAM Charges for first 60 Months	4,28,400/-

Please Note taxes to be paid separately by the Allottee/s at applicable rates on the aforesaid amount