

AGREEMENT FOR SALE

AGREEMENT FOR SALE made at Mumbai, this 29th day of September, in the year Two Thousand and Twenty Three,

BETWEEN

M/s. GURUKRUPA DEVELOPERS, a partnership firm registered, under the Indian Partnership Act, 1932 and having its principal place of business at 4/58, Kamal Mansion, N.A. Azmi Marg, Colaba, Mumbai-400005 hereinafter referred to as "**Promoter**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its partners from time to time, its successors and assigns) of the **One Part**,

AND

Ms. Jyoti Kokhe Indian Inhabitant/s having his / her / their address at **1, Saurabh Building, Chakala Road, Near Sangam Cinema, Andheri (E), Mumbai - 400093, Maharashtra, India** [or]

LLP, a limited liability partnership, constituted under the Limited Liability Partnership Act, 2008, having its registered office at _____

represented herein by its duly authorised partner _____, [or] Messrs.

_____, a partnership firm, registered under the Indian Partnership Act, 1932, having its principal place of business at _____

_____, represented herein by its duly authorised partner _____, [or] _____

Private Limited/Limited, a company incorporated under the Companies Act, 1956, and existing under the Companies Act, 2013, having its registered office at _____

_____, [or] _____ **HUF**, a Hindu Undivided Family, having its address at _____

represented herein by its karta and manager ~~for~~
trustees of the private trust constituted under the Deed of Trust/Settlement dated _____ at _____
having their/its address _____ ~~for~~
Trust, a public trust registered under the _____ Act, 19____ having its registered
office at _____, represented herein by its duly
~~authorized trustees~~

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 the case of a/an: (i) individual or individuals, his, her or their respective heirs, legal representatives, executors, administrators, successors and permitted assigns, (ii) limited company, or limited liability partnership, its successors and permitted assigns, (iii) partnership firm, the partners from time to time of the firm and the heirs, legal representatives, executors and administrators, of its last surviving partner its or their successors and permitted assigns, (iv) hindu undivided family, the karta and manager and the coparceners from time to time thereof and the survivors or survivor of them and the heirs, legal representatives, executors and administrators, of the last survivor of them, its or their successors and permitted assigns and (v) trust, the trustees for the time being and from time to time of the trust and the survivors or survivor of them and its/their successors and permitted assigns) of the **Other Part**.

All capitalized terms in this Agreement shall have the meanings as respectively assigned to them in Article 1.1. Any word or phrase defined in the body, or schedules, or annexures, of this Agreement, as opposed to being defined in Article 1.1, shall have the meaning assigned to such word or phrase in this Agreement.

WHEREAS:

- A. By diverse mesne assignments and acts in law, and ultimately by and under the deeds and writings, as set out in **Part A** of the Statement annexed hereto and marked **Annexure 'A'** and as also referred to in the Certificate of Title annexed hereto at **Annexure 'F'**, the Promoter is exclusively entitled including right to develop/ redevelop the First Land, Second Land and Third Land, collectively referred as Larger Land. The layout plan of the Larger Land is annexed hereto and marked **Annexure 'B'** and the photocopy of the 7/12 extracts in respect of the Larger Land is annexed hereto and marked **Annexure 'C-1'**.
- B. The Larger Land under diverse Notifications, as set out in Part B of the Statement annexed hereto and marked **Annexure 'A'**, was declared as "**Slum Area**" under the Slum Act. The Promoter is developing the Larger Land under Regulation 33(10) and 33(14) of D.C. Regulations and has procured the LOI and IOA for development of the Larger Land from the SRA.
- C. Certain part/portion of Larger Land including Amenity Space were land locked and hence on the request of the Promoter, the MCGM, has by and under a Right of Way Agreement dated 8th January, 2014 granted unto the Promoter access to the Larger Land including the Amenity Space through their land of approximately 80 square meter and on complying with the terms and conditions contained and recorded therein and the same is shown/hatched on the plan of the Larger Land annexed hereto and marked **Annexure 'B'**.
- D. The proposed development of the Larger Land, as evolved by the Promoter and as approved/sanctioned by SRA, *inter alia*, involves:
 - a. demolition of the old structures on the Larger Land;
 - b. development and construction of Rehabilitation Building on Rehab Plot; and
 - c. development and construction of Project on Project Land (excluding Amenity Space).

E. Amenity Space a part of the
the layout plan of the Land
F. The Promoter has
and executed
Completed
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- DRAFT - NOT FOR EXECUTION
- F. Amenity Space a part of the Larger Land, as required, is handed over to the Allottee/s as shown on the layout plan of the Larger Land annexed hereto and marked **Annexure 'B'**.
 - F. The Promoter has: (i) appointed the Project Architect and Project Engineer in respect of the design and execution of the Project and has accepted their professional supervision till Project Completion, (ii) obtained the Certificate of Title, and (iii) obtained certain Approvals.
 - G. The Promoter has registered the Project, as a "real estate project" as defined in RERA with the Real Estate Regulatory Authority at Mumbai bearing Registration No. P51800003522. The photocopy of the RERA certificate for the Project is annexed hereto and marked as **Annexure 'C-2'**.
 - H. The Promoter has completed the construction of the Project and has obtained from Slum Rehabilitation Authority the Full Occupation Certificate in respect thereof. The Apartment forms part of the completed Wing of the Project for which the Full Occupation Certificate has been issued.
 - I. The Allottee/s has/have approached, and applied to, the Promoter for allotment of the Apartment to the Allottee/s, with the benefit of the use of the Parking Space/s as amenity thereto. In this regard, the Allottee/s has/have demanded from the Promoter, and the Promoter has given to the Allottee/s, inspection of the documents and records relating to the Larger Land including Project Land, and the Project, as well as all the Plans, Approvals and other documents as specified under RERA, as required to be disclosed. The Allottee/s has/have satisfied himself/herself/themselves/itself in respect thereof, including Promoter's right to redevelop/develop the said Larger Land, and the status thereof.
 - J. Based upon the agreements, confirmations and undertakings of and applicable to the Allottee/s herein, including to observe, perform and comply with all terms, conditions and provisions of this Agreement, the Promoter has agreed to allot and sell the Apartment to the Allottee/s, strictly upon and subject to the terms, conditions and provisions hereof.
 - K. Under the provisions of the RERA and Ownership Act (as applicable), the Parties are required to execute an Agreement for Sale, being this Agreement, and to register the same under the provisions of the Registration Act, 1908.

NOW IT IS HEREBY AGREED, BY AND BETWEEN THE PARTIES AS FOLLOWS: -

ARTICLE 1 - DEFINITIONS & INTERPRETATION

1.1 Definitions

- 1.1.1 "Aggregate Payments" mean all the Purchase Price, Interest, Liquidated Damages , Other Reimbursements / Amounts Payable On Termination, Other Charges & Deposits, the Taxes, transfer charges, premiums, penalties together with all other amounts, charges, deposits, damages, liabilities, contributions including fund contributions and corpus, etc., as referred to herein, and agreed to be paid and/or required to be paid by the Allottee/s herein in relation to, and/or in pursuance of the Agreement for Allotment and Sale herein.
- 1.1.2 "Agreement" means this Agreement, including all recitals and schedules herein and all annexures hereto, and also includes any modification hereof, reduced to writing and

executed by the duly authorised representatives of the Promoter and by the Allottee's, which writing shall be expressed to be supplemental to, or as a modification or amendment of, this Agreement.

1.1.3 "Event of Default" includes the occurrence of all or any of the following events:

1.1.3.1 the Allottee's delaying, or committing default in making, and or failing, refusing, or neglecting, to make payment of any of the Aggregate Payments, or any part/s thereof on or before respective due dates; and or

1.1.3.2 the Allottee's committing any breach or default of, or not being in observance, performance, or compliance with any of the terms, conditions, covenants, undertakings, representations and or warranties contained in this Agreement, and or as given by him/her/them it under this Agreement, and/or of any Approvals and or Applicable Law, etc.; and or

1.1.3.3 the Allottee's has have 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; and or

1.1.3.4 the Allottee's receiving any notice from Governmental Authority, and or any foreign state or government, and/or any authorities of any foreign state or government, under any laws, rules, or regulations, and/or the Allottee's involvement in any money laundering and or illegal activity/ies, and or the Allottee's being declared to be proclaimed offender/s and or a warrant being issued against him/her/them it under any laws, rules, or regulations.

1.1.4 "Amenity Space" means an area measuring 84.54 square meters handed over to the MCGM as per the D. C. Regulations which forms part of the Larger Land.

1.1.5 "Apartment" means the proposed residential dwelling unit in the Project described in **Annexure 'E'** hereto, which is shown on the floor plan thereof annexed hereto and marked **Annexure 'I-1'** and which is more particularly described in the Third Schedule hereto.

1.1.6 "Apartment Amenities" means the amenities, fixtures and fittings proposed to be provided in the Apartment, as listed in the Statement annexed hereto at **Annexure 'J'** hereto.

1.1.7 "Applicable Law" includes all laws, rules, regulations, development control rules and regulations including the Slum Act, orders, judgments, decrees, ordinances, guidelines, notices, notifications, schemes, Government Resolutions (GRs) and directions, the Approvals, and the terms and conditions thereof, as may be issued, or imposed, or required, or mandated, in any manner by any Governmental Authority, or courts of law, or judicial or quasi-judicial bodies or authorities, and as are, or may be, in force from time to time, and/or applicable to the Project, Larger Land, or any part/s thereof; all being of the Republic of India.

1.1.8 "Approvals" includes all approvals, permissions, sanctions, licenses, and no objection certificates/letters, by whatever name called, obtained, in the process of being obtained, and to be obtained, under Applicable Law, as the Promoter may consider

necessary and expedient, and by any Governmental Authority, inter alia, in relation to the development of the Project, and/or, inter alia, in relation to the Larger Land including Project Land, or any part thereof, and includes specifically: (1) the Plans sanctioned in respect of the Project, (2) LOI, (3) IOA, (4) CC, (5) OC. The current LOI, IOA and CC issued by the SRA in respect of the Project, photocopies whereof are annexed hereto and marked **Annexure 'D-1'**, **Annexure 'D-2'** & **Annexure 'D-3'** respectively, together with other approvals, permissions, sanctions, licenses, no objection letters/certificates, and together with renewals, extensions, revisions, amendments and modifications thereof, from time to time, as the Promoter may consider necessary and expedient or for the betterment of the Project, in its discretion, and/or as may be required by the SRA and/or MCGM, and/or any Governmental Authorities /or any concerned authorities and Full Occupation Certificate copy whereof is annexed hereto and marked **Annexure 'D-4'**.

- 1.1.9 "Booking Amount" means the earnest money/deposit stated in **Annexure 'H'** hereto and payable to the Promoter.
- 1.1.10 "Cancellation Documents" shall mean Deed of Cancellation and all related and/or incidental deeds, documents and writings in respect thereof.
- 1.1.11 "Carpet Area (RERA)" means the proposed carpet area of the Apartment stated in the statement annexed hereto at **Annexure 'E'** as presently determined on the basis of the net usable floor area of the Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment and is as per RERA.
- 1.1.12 "Certificate of Title" means the certificate of title or title search report issued by Diamondwala & Co, Advocates dated 15th July 2017, in respect of the Promoter's title, inter alia, to the Larger Land, a copy whereof is annexed hereto and marked **Annexure 'F'**.
- 1.1.13 "Common Areas & Amenities" means the areas, amenities, utilities and facilities to be developed upon the Project Land, as a part of the Project, which may be available with or without utilization of Development Potential, of the Project Land which are intended for the common use of, inter alia, the allottees, purchasers and occupants from time to time of Premises in the Project, and more particularly described in **Part A** of the Statement annexed hereto and marked **Annexure 'G'**. Common Areas & Amenities include basements and ground/stilt and other necessary amenities, but exclude Limited Common Areas & Amenities and vehicle parking spaces, other than open parking spaces.
- 1.1.14 "Confidential Information" includes all information imparted by the Promoter to the Allottee/s, and obtained by the Allottee/s under, and/or in connection with this Agreement on, before, or after, the date of execution of this Agreement, relating to the Larger Land and/or the Project, and/or current or projected plans or affairs of the Promoter, including: (i) this Agreement and the terms hereof, (ii) all documents, records, writings, Plans, Approvals, the Informative Materials, etc., product information and unpublished information related thereto, and any other commercial, financial or technical information relating to the Larger Land, and/or the Project Land and/or the Project, or any part/s thereof, and (iii) the existence of any discussions, or

negotiations, any proposal of business terms, and any due diligence materials, and other transaction documents, in each case to the extent relating to the transaction contemplated under this Agreement.

- 1.1.15 "Construction Defects" means defects in the materials used in the construction of the Project which would result in the failure of a component part thereof or result in damage thereto; and shall always exclude wear and tear, loss or damage due to a Force Majeure Event, minor changes/ cracks on account of any variation in temperature/weather, misuse, unauthorised or non-permitted alterations, renovations or repairs and loss or damage caused by any act, omission, negligence and/or failure to undertake proper and effective care and maintenance as prudent persons would. Construction Defects shall also always exclude (i) any defect or damage caused by any act, omission, negligence, and/or failure to undertake proper and effective care and maintenance as a prudent person would, and/or (ii) any defect or damage caused due to the act, omission, negligence of the Allottee/s or any other purchaser/allottees/occupants or his/her/their agents and/or (iii) structural defects caused or attributable to the Allottee/s including by carrying out structural or architectural changes from the original design attributes, demolition, dismantling, making openings, removing or re-sizing the original structural framework, putting excess or heavy load or using the Apartment other than for its intended purpose or such or any other reasons attributable to the Allottee/s.
- 1.1.16 "Corpus Fund/s" shall mean the fund constituted or to be constituted for the maintenance Recreation Facilities, Common Areas & Amenities, any other facilities/areas, to be held and/or maintained by the Entity & Organisation, and shall be the amounts stated in Article (3.4.), payable to the Promoter.
- 1.1.17 "D.C. Regulations" shall mean the Development Control Regulations For Greater Mumbai, 1991, and any amendments or modifications thereof, from time to time, and any government resolutions, orders, guidelines, notices, notifications, clarifications, or directions, issued under, or in pursuance thereof.
- 1.1.18 "D.P. Road" means roads which are marked in the development plan of Mumbai.
- 1.1.19 "DR" means development rights.
- 1.1.20 "Date of Offer of Possession" means the date of the written communication to be addressed by the Promoter to the Allottee/s, under which the Promoter shall offer possession of the Apartment in terms of Article (6) hereinbelow; which is currently estimated by the Promoter, to be the date stated in **Annexure 'E'** hereto, subject to Force Majeure.
- 1.1.21 "Day" means the working day, in the State of Maharashtra as notified by State Government of Maharashtra from time to time.
- 1.1.22 "Development Agreements" means Development Agreements, Power of Attorney, Deed of Conveyance and other related documents, through which Promoter procured the right, title and interest in the Larger Land (including right to develop), more particularly described in **Part A** of the Statement annexed hereto and marked **Annexure 'A'**.

1.1.23 "Development Potential" means the entire current, enhanced, future and estimated/projected/envisaged, FSI/ FAR, premium/paid FSI, fungible FSI, incentive/additional/compensatory FSI, floating FSI, DR, TDR, and other development potential, benefits, potential, yield, and/or advantages, and/or as may be available on any account whatsoever, and/or any other rights and/or benefits of any nature whatsoever, and by whatever name called or may be, available, or acquired, under any Applicable Law, or otherwise howsoever, including by way of hand over and/or transfer, to any Governmental Authority or other persons, of any or all of the Reservations amenity spaces, set-back areas or any other part/s of the Larger Land. The areas that will be available, with or without payment of any premium/charges, to be utilised in (a) open/enclosed/dry/utility balconies and exclusive terraces, cupboard niches, (b) the Limited Common Areas & Amenities, (c) Common Area & Amenities and (d) vehicle parking spaces, are and will be in addition to the Development Potential.

1.1.24 "Entity & Organisation" means a co-operative society under the Maharashtra Co-operative Societies Act 1960, and/or any other entity, organisation, association, or body, referred to in, or permitted under, RERA. Presently it is contemplated by the Promoter that the Entity & Organisation to be formed and registered for Project shall be a co-operative society.

1.1.25 "FSI" or "FAR" means floor space index or floor area ratio.

1.1.26 "First Land" means all that pieces and parcel of freehold land admeasuring 1575 sq. mtrs. or thereabouts together with structures standing thereon bearing old CTS No. 4091, 4091/1 to 37 and new CTS No. 4091A & 4091B, of Village Kolekalyan, situate at Vakola, Pipe Line Road, Santacruz (East), Mumbai-400055.

1.1.27 "Force Majeure Event" includes any: (1) event or condition of force majeure, acts of God, wars, police actions, or hostilities (whether declared or not), invasions, acts of foreign enemies, rebellions, terrorism, revolutions, insurrections, military or usurped powers, civil wars / disturbance, riots, commotions disorders, strikes, lockouts, munitions of war, explosive materials, ionization, radiation or contamination by radioactivity, epidemics / pandemics, and natural calamities/ catastrophes, (2) breach, delay or default of the Allottee/s in complying with his/her/their/its obligations, duties and liabilities under this Agreement and/or Applicable Law, (3) hindrance, interference, or obstruction, suffered by the Promoter, in relation to the Larger Land, or any part thereof, and/or the development of the Larger Land including Project Land and/or Project; (4) claim, dispute, litigation, notice, order, prohibitory order, judgement, decree, rule, regulation, circular, notification or directive (including imposing of lockdown or curfew), and/or policies of, any Governmental Authorities, concerned authorities, courts, tribunals, quasi-judicial bodies or authorities, or other person/s, and/or terms and conditions or any Approvals, which affects the Larger Land, and/or the Project Land, and/or the development thereof, and/or Project, (5) delay or refusal in issue of any Approvals, including part/full occupation certificate and/or occupation certificate/s, as may be required in respect of the Project to be issued by any Governmental Authority, and/or concerned authorities, (6) supply chain disruptions, (7) shortages in supply or availability of construction materials (including sanitaryware, fixtures and fittings) or labour / workmen, (8) circumstances or

Bank of India Marginal Cost of Lending Rate is not in use then interest shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.

- 1.1.34 "IOA" means the Intimation of Approval bearing no. SRA/ENG/2217/HE/PL/AP, dated 3rd March 2011, issued by the SRA in respect of the Larger Land/ Project Land and also includes the subsequent amendments/modifications issued thereto.
- 1.1.35 "LOI" means Letter of Intent bearing No. SRA/ENG/992/HE/PL/LOI dated 23rd June, 2011, issued by SRA granting its approval for redevelopment/ development of the said Larger Land to the Promoter and also includes the subsequent amendments/modifications issued thereto.
- 1.1.36 "Larger Land" means the combined/merged First Land, Second Land and Third Land i.e. land admeasuring in aggregate approximately 5460.20 square meters situated at Village Kolkalyan, Vakola, Pipe Line Road, Santacruz East and more particularly described in the **First Schedule** hereunder written, and shown demarcated on the plan annexed hereto at **Annexure 'B'**.
- 1.1.37 "Limited Common Areas & Amenities" means and includes staircases, lifts, lobbies and common passages on each floor/level services ducts, garbage chutes, refuge areas, servant toilet, fire check floor, fire chutes, fire evacuation device, entrance lobbies, meter room, letter box room/area and room/area for various services, garbage collection area and other necessary amenities, if any, which may be available in addition to Development Potential with or without payment of any premiums within the structure of Project. Limited Common Areas & Amenities shall always exclude Common Areas & Amenities, vehicle parking spaces, independent areas and utility areas in the Project. The Limited Common Areas & Amenities in respect of the Project are more particularly described in Part B of the Statement annexed hereto at **Annexure 'G'**.
- 1.1.38 "Liquidated Damages" means the pre-estimated liquidated damages payable by the Allottee/s to the Promoter, which shall be equivalent to ten per-cent of the Purchase Price, which the Parties consider to be reasonable and not as a penalty.
- 1.1.39 "MCGM" means the Municipal Corporation of Greater Mumbai.
- 1.1.40 "Other Charges & Deposits" shall mean the charges and deposits referred to and stated in Article "(3.4)" herein, as determined by the Promoter, in its discretion, be calculated, or based, on the Carpet Area (RERA) including open/enclosed/utility balconies of the Apartment, or as a fixed or lumpsum charge, or otherwise on any other basis.
- 1.1.41 "Other Reimbursements / Amounts Payable On Termination" shall mean and comprise of (i) Interest delayed payments, if any; together with (ii) the brokerage/commission paid to estate agent/s in relation to the allotment of the Apartment; together with, (iii) all costs, charges and expenses incurred by the Promoter for provision/installation in the Apartment of any extra or premium fixtures, fittings, etc., in place of or in addition to the standard fixtures, fittings, etc. to be provided therein, as may have been required by the Allottee/s; together with, (iv) all costs, charges and expenses incurred by the Promoter for the white good/s, commodity/ies, gift/s, service/s or facility/ies, if provided free of cost, or at a concessional rate/price, as and by way of promotional

activity or otherwise, to the Allottee/s; together with, (v) Taxes paid / payable; and together with, (vi) all charges / fees / Pre EMIs / interest (by whatsoever name called), if any paid / required to be paid by the Promoter to banks or financial institutions or any other financiers, including any charges that may be paid / incurred/required to be paid by the Promoter under subvention scheme and/or any other scheme.

- 1.1.42 "Ownership Act" means the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963.
- 1.1.43 "Full Occupation Certificate" means the Full Occupancy Certificate bearing No. SRA/ENG/2721 HE/PL/AP dated 5th November, 2020 issued by Slum Rehabilitation Authority wherein it is mentioned that the development work of Wing A i.e. 3 level basement + ground (pt) & stilt (pt) + 1st to 15th upper floors + LMR + OHT + full height (i.e. entire sale building Wing 'A' to 'C') is completed and can be occupied with the conditions as mentioned therein, a photocopy whereof is annexed hereto and marked as Annexure "D-4".
- 1.1.44 "PMC" shall mean any entity/ies, or organisation/s, or agency/ies, or person/s, engaged and appointed, from time to time, by the Promoter, and/or Promoter Affiliates, in its/their discretion, for the management, and/or maintenance, and/or repairs, of the Project or any of them.
- 1.1.45 "Parking Space/s" means the vehicle parking spaces referred to in the statement annexed hereto at **Annexure 'E'** and in the **Third Schedule** hereunder written. The location and the designated number of the Parking Space/s will be determined by the Promoter and notified (in writing) to the Allottee/s on or before the Date of Offer of Possession.
- 1.1.46 "Parties" means the Promoter and the Allottee/s and the term "Party" shall be construed accordingly.
- 1.1.47 "Plans" means the plans, drawings and layout as currently approved and sanctioned by the SRA, MCGM and concerned Governmental Authorities in respect of the Larger Land including Project Land, and includes plans drawings and layouts as may, from time to time, be submitted by the Promoter in its discretion, in respect of the Project and/or parts thereof, and/or as may be sanctioned and approved from time to time; together with any amendments, alterations, modifications, additions, extensions, renewals, etc. in respect thereof as the Promoter may consider necessary and expedient, in its discretion, and/or as may be required by any Governmental Authority and/or any concerned authorities and includes the plans finally approved by SRA, while granting the Full Occupation Certificate..
- 1.1.48 "Premises" means an area, or space designated by the Promoter, in its discretion, for residential, and/or any other uses.
- 1.1.49 "Project" shall mean development and construction of one (1) residential building with three (3) Wings i.e. Wing A, Wing B and Wing C, each having upto fifteen (15) habitable floors above stilt level, together with three (3) basements and ground/stilt, together with various infrastructure, amenities and facilities including multi-level/stacked/mechanical parking spaces thereon, together with Common Areas & Amenities and Limited Common Areas & Amenities.

- 1.1.50 "Project Architect" means any architect/s, registered with the council of architects, or licensed surveyors registered with the local planning authority like SRA/MCGM, that have been appointed, from time to time, by the Promoter, in relation to the Project.
- 1.1.51 "Project Engineer" means any structural and/or civil engineers that have been engaged, from time to time, by the Promoter, in relation to the Project.
- 1.1.52 "Project Completion" mean and includes the: (1) completion of the entire construction Project; (2) receipt of part occupation certificate or full occupation certificate as the case may be in respect of the Project.
- 1.1.53 "Project Land" means presently non-subdivided, part/ portion of the Larger Land, admeasuring approximately 3907.80 square mtrs., which is inclusive of internal access road, and more particularly described in the **Second Schedule** hereunder written, and shown demarcated on the plan annexed hereto at **Annexure 'B'** and the same is subject to approval of the SRA.
- 1.1.54 "Project R.G." means the recreational ground provided upon the Project Land, for the use, inter alia, of the allottees, purchasers and occupants of Premises in the Project.
- 1.1.55 "Promoter Affiliates" means any company/ies, entity/ies, concern/s or person/s who/which is/are nominee/s of, and/or group, holding, or affiliate, or subsidiary company/ies, entity/ies, or concern/s, of the Promoter, and/or associated, or affiliated, with the Promoter by contract, or otherwise.
- 1.1.56 "Promoter's Bank Account/s" means the bank account/s as may be designated and operated from time to time by the Promoter for payment and deposit by the Allottee/s of the Aggregate Payments, or any part/s thereof.
- 1.1.57 "Purchase Price" means the purchase price and consideration payable by the Allottee/s, as stated in **Annexure 'E'** hereto.
- 1.1.58 "RERA" means the Real Estate (Regulation and Development) Act, 2016 and the rules made thereunder, including the applicable Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rate of Interest and Disclosures on Website) Rules, 2017 and such amendments, enactments, modification including orders, regulations, circulars and notifications issued by the Government Authority from time to time.
- 1.1.59 "Rehab Plot" means presently non-subdivided, part/ portion of the Larger Land, admeasuring approximately 1467.86 square meters with an electricity sub-station of Reliance Energy located thereon on north east corner of the plot and shown demarcated on the plan annexed hereto at **Annexure 'B'** and the same is subject to approval of the SRA.
- 1.1.60 "Rehabilitation Building" means development and construction of One (1) residential building with three (3) Wings i.e. Wing A, Wing B and Wing C on the Rehab Plot. Wing A and C having ground/stilt and upto twelve (12) habitable floors and Wing B having ground/stilt and upto thirteen (13) habitable floors.

- 1.1.61 "Reservations" means the portions of the Larger Land affected by any reservations from time to time, and/or as may be shifted or altered from time to time in accordance with the applicable law for time being in force.
- 1.1.62 "Right of Way Agreement" means the agreement dated 8th January, 2014, whereby MCGM had granted unto the Promoter to access the Larger Land including the Amenity Space on the South-West portion through their land from the 13.4 meter wide D.P. Road of approximately 80 square meter subject to payment of the annual license fees, security deposit and on a yearly renewal basis, and on complying the terms and conditions contained and recorded therein.
- 1.1.63 "Second Land" means all that pieces and parcel of freehold land admeasuring 2956.1 sq. mtrs. or thereabouts together with structures standing thereon bearing CTS No. 4097 and 4097/1 to 5 of Village Kolkalyan, situate at Vakola, Pipe Line Road, Santacruz (East), Mumbai – 400055.
- 1.1.64 "Slum Society" means Amrut Manthan SRA Co-operative Housing Society and Shree Mahalaxmi Co-operative Housing Society.
- 1.1.65 "SRA" means the Slum Rehabilitation Authority.
- 1.1.66 "Slum Act" means Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971.
- 1.1.67 "Taxes" means all present, future, and enhanced taxes, imposts, dues, duties, impositions, fines, penalties, etc, by whatever name called, imposed/levied under any Applicable Law, and/or by Governmental Authorities, attributable to, and/or in relation to, and/or arising from, and/or imposed or levied upon, the agreement for allotment and sale herein, and/or the Apartment, and/or the Parking Space/s, and/or this Agreement, and/or upon the Purchase Price and/or any or all of the other Aggregate Payments referred herein, and/or upon the Entity & Organisation to be formed, and/or in respect of the documents and writings to be executed in their favour, as contemplated herein, and/or otherwise; and includes service tax, Goods And Services Tax (GST), education tax/cess/charges, Value Added Tax (VAT), local body tax, property rates and taxes and cesses, stamp duty and registration charges, and any other taxes, imposts, interests, impositions, levies, or charges, or in relation thereto, that is/are imposed or levied by any Governmental Authority.
- 1.1.68 "TDR" means transferable development rights.
- 1.1.69 "TDS" means tax deducted at source, under the Income Tax Act, 1961.
- 1.1.70 "TDS Certificate" means a certificate evidencing payment of TDS, presently in Form 16B under the Income Tax Act, 1961.
- 1.1.71 "Third Land" means all that pieces and parcel of freehold land admeasuring 929.10 sq. mtrs. or thereabouts together with structures standing thereon bearing CTS No. 4090B and 4090A/2 of Village Kolkalyan, situate at Vakola, Pipe Line Road, Santacruz (East), Mumbai– 400055.

- 1.2 The recitals, schedules and annexures in and to this Agreement form an integral part of this Agreement, and in the interpretation of this Agreement and in all matters relating to the agreement herein, this Agreement shall be read and construed in its entirety.
- 1.3 In this Agreement:
- 1.3.1 unless the subject or context otherwise requires, reference to the word “include”, “includes” or “including” shall be construed as without limitation;
 - 1.3.2 reference to the terms “herein”, “hereto”, “hereof”, or “thereof”, and any other similar terms refer to this Agreement and not to the particular provision in which the term is used, unless the subject or context otherwise requires;
 - 1.3.3 reference to any one gender, masculine, feminine, or neutral, includes the other two, and the singular includes the plural and vice versa, unless the subject or context otherwise requires;
 - 1.3.4 reference to an “*amendment*” includes a supplement, modification, novation, replacement, or re-enactment, and the term “*amended*” is to be construed accordingly unless the subject or context otherwise requires;
 - 1.3.5 bold typeface, headings and titles are used for convenience of reference only and shall not affect the construction of this Agreement, and/or limit, extend, or define any of the terms, conditions and provisions hereof;
 - 1.3.6 when any number of Days is prescribed in any document, the same shall be reckoned exclusively of the first and inclusively of the last Day;
 - 1.3.7 wherever the Allottee/s has confirmed, and/or accepted, and/or acknowledged, and/or agreed to, and/or given any undertaking in respect of, any act, deed, matter, thing, item, action, or term or provision of this Agreement, the same means, and shall be deemed to mean, the irrevocable and unconditional confirmation, acceptance, acknowledgement, agreement, undertaking, declaration, representation and warranty on the part of the Allottee/s, in respect of, and/or in relation, to such act, deed, matter, thing, item, action, or provision;
 - 1.3.8 wherever reference is made to “*allottees*” in this Agreement the same means, and shall be deemed to mean, the respective heirs, executors, administrators, successors, and assigns, as the case may be of such “*allottees*”;
 - 1.3.9 wherever reference is made to the “*discretion of the Promoter*”, or “*Promoter’s discretion*”, and any grammatical variations thereof, the same means, and shall be deemed to mean, the sole, absolute and unfettered discretion of the Promoter, which irrevocably binds the Allottee/s and all other concerned persons, and which shall not be called into question, and/or challenged, and/or disputed in any manner, on any grounds whatsoever, by the Allottee/s and all concerned persons;
 - 1.3.10 wherever reference is made to the “*entitlement*” of the Promoter, and/or the Promoter being “*entitled*”, and any grammatical variations thereof, the same means, and shall be deemed to mean, the full complete, absolute, exclusive and unfettered entitlement and liberty of the Promoter in its sole discretion, over, and/or in relation, to the act, deed, matter, or thing in question;

1.3.11 time is of the essence in respect of the performance by the Allottee/s of all his/her/their/its obligations, including financial obligations. If any time period specified herein is extended in writing by the Promoter in its discretion, such extended time period shall also be of the essence;

1.3.12 all Aggregate Payments shall be paid by the Allottee/s on or before the due dates for payment thereof, and/or as demanded by the Promoter, without any delay, demur, default, dispute, or deduction, whatsoever;

1.3.13 references to recitals, articles, clauses, schedules and annexures shall be reference to the recitals, articles, clauses, schedules and annexures contained in, or annexed to, this Agreement, as the case may be;

1.3.14 references to laws, rules or regulations, or to any provision/s thereof, shall include references to any such law, rules and regulations as they may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation, including rules or regulations, made from time to time under that provision.

ARTICLE 2 – AGREEMENT FOR ALLOTMENT & SALE

2.1 Subject to and upon the terms, conditions and provisions hereof, including payment by the Allottee/s of the Aggregate Payments, the Promoter hereby agree/s to allot and sell to the Allottee/s, and the Allottee/s hereby agree/s to purchase and acquire from the Promoter, on what is commonly known as “ownership basis” in terms of the Applicable Law, the Apartment, and in terms of Article (6) of this Agreement, the use, as an amenity attached to the Apartment, of the Parking Space/s, solely and exclusively for the parking of the Allottee/s two-wheeler/light motor vehicle/s, and for no other purposes whatsoever. The plan depicting various areas of the Apartment is annexed hereto and marked **Annexure ‘1-2’**.

2.2 Apartment Amenities

The Promoter shall install and/or provide the Apartment Amenities listed in the Statement annexed hereto and marked **Annexure ‘J’**, in, and/or in respect of, and/or in relation to, the Apartment.

2.3 The Allottee/s has/have been informed and is aware that:

(i) all natural materials that are to be installed in the Project, and/or the Apartment, and/or that form a part of the Apartment Amenities, including, marble, granite, natural timber etc., contain veins and grains with tonality differences, and their non-conformity, natural discoloration, or tonal differences/variations at the time of installation will be unavoidable;

(ii) the warranties of equipment, appliances and electronic items installed in the Apartment by the Promoter shall be as per the standard warranties provided by the manufacturer only and accordingly any defect in such equipment, appliances and electronic items, and/or the installation thereof, shall be rectified in accordance with the warranties provided by the system/equipment installer/manufacturer only and it is agreed and acknowledged that, beyond manufacturer warranties, comprehensive/non-comprehensive annual maintenance contracts shall be obtained by the Allottee/s; and

(iii) the equipment, appliances and electronic items installed and forming a part of the Apartment Amenities shall be maintained, serviced and repaired by third party manufacturers,

suppliers, dealers or manufacturers
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suppliers, dealers or maintenance providers who alone shall be appointed and engaged for such maintenance, service and repair etc. and if such equipment, appliances and electronic items are maintained, serviced and repaired, and/or tampered with, in any manner by any person other than the authorized third party manufacturers, suppliers, dealers or maintenance providers, then the warranties in respect thereof shall be rendered void.

2.4 Common Areas & Amenities and Limited Common Areas & Amenities

The nature, extent and description of the Common Areas & Amenities and Limited Common Areas & Amenities are set forth in Part A and Part B respectively of the Statement annexed hereto at **Annexure 'G'**, which will be completed and/or available on or before Project Completion.

2.5 The Allottee/s has/have been informed and is aware that:

(i) the warranties of equipment, machinery and various other facilities installed by the Promoter in the Project shall be as per the standard warranties provided by the manufacturer only and accordingly any defect in such equipment, appliances and electronic items, and/or the installation thereof, shall be rectified in accordance with the warranties provided by the system/equipment installer/manufacturer only and it is agreed and acknowledged that, beyond manufacturer warranties, comprehensive/non comprehensive annual maintenance contracts shall be obtained by the allottees and/or Entities & Organisations.

(ii) the equipment, machinery and various other facilities which form a part of Common Areas & Amenities and Limited Common Areas & Amenities shall be maintained, serviced and repaired by third party manufacturers, suppliers, dealers or maintenance providers who alone shall be appointed and engaged for such maintenance, service and repair etc. and if such equipment, machinery and various other facilities are maintained, serviced and repaired, and/or tampered with, in any manner by any person other than the authorized third party manufacturers, suppliers, dealers or maintenance providers, then the warranties in respect thereof shall be rendered void.

ARTICLE 3 - PURCHASE PRICE

3.1 (a) The Allottee/s agree/s and undertake/s to pay to the Promoter, the Purchase Price in installments, strictly in accordance with the schedule of payment set out in the Statement annexed hereto and marked **Annexure 'H'**, and in terms of and subject to the terms and provisions of this article, or within fifteen (15) Days from the date of a written demand being made by the Promoter, as directed by it. All payments shall be made by cheques, and/or pay orders, and/or demand drafts, drawn in favour of the Promoter, or if directed by the Promoter, in its discretion, by direct bank transfer/RTGS deposited by the Allottee/s in the Promoter's Bank Account, along with the applicable Taxes thereon; subject to deduction of applicable TDS. As per the Income Tax Act, 1961 TDS is presently 1% (one per cent) of all amounts to be paid to the "transferor", that is, in the present case, to the Promoter (in installments or otherwise), which TDS shall be deducted by the Allottee/s at the time of making payments and remitted in government account in accordance with the provisions of Income Tax Act, 1961.

(b) The Allottee/s agree/s and undertake/s to deliver to the Promoter, an original TDS Certificate, by the expiry of seven (7) Days from the date of each payment of TDS made by the Allottee/s Without prejudice to non-payment of TDS, and/or the non-delivery of TDS Certificate/s as aforesaid, being an Allottee/s Event of Default, the Allottee/s shall be liable to deposit with the Promoter, an amount equivalent to the unpaid TDS along with Interest, on or before the Date of Offer of Possession. On the Allottee/s producing the TDS Certificate and the Promoter receiving the credit for the TDS the deposit amount shall be refunded after

deducting Interest therefrom in respect of for the period of delay in payment of TDS by the Allottee/s to the Government.

- 3.2 The Purchase Price shall be free of escalation, other than escalation/increases on account of escalation/increase in development charges payable to the Governmental Authorities and/or any other increase in charges which have or may be levied or imposed by any Governmental Authorities, from time to time. The Promoter shall consequently be entitled to an increase in the Purchase Price proportionate to the extent of such escalations/increases. Such additional Purchase Price shall be determined by the Promoter and shall be due and payable on or before the Date of Offer of Possession apportioned equally between the (unpaid) balance installments of the Purchase Price and payable along with the same. While raising a demand on the Allottee/s for increase in the Purchase Price, the Promoter shall enclose the notification/order/rule/regulation published/issued providing for, or other evidence of, such escalation/increase in the Purchase Price.
- 3.3 The Allottee/s further confirm/s that he/she/they/it has/have voluntarily and willingly paid the Booking Amount and other installments of the Purchase Price to the Promoter on or prior to the execution of this Agreement.
- 3.4 **Other Charges & Deposits:**
- 3.4.1 The Allottee/s shall, in addition to the Purchase Price, be liable to bear, pay and discharge, no later than fifteen (15) Days from the Date of Offer of Possession, the Other Charges & Deposits, as under:

Sr. No.		Particulars
1	(i)	Share Money
	(ii)	Outgoings for One (1) year in advance as interest free deposit
	(iii)	Corpus Fund/s
2	(i)	Entity & Organisation Formation & Legal charges
	(ii)	Outgoings for Two (2) years in advance
	(iii)	Infrastructure & Development charges
	(iv)	MSEB & Water Connection charges
3	(i)	Refundable Deposits for Interior Work

The amounts of the Other Charges & Deposits have been separately agreed, recorded in writing and signed by the Allottee/s and shall form part of this Agreement and the same are non-refundable, other than Corpus Fund/s.

- 3.4.2 On and from the Date of Offer of Possession (whether or not the Allottee/s has/have taken possession of the Apartment or not), or from the date that the Allottee/s takes possession of the Apartment, whichever is earlier, the Allottee/s shall be continuously bound and liable to bear and pay in respect of the Apartment, his/her/their/its share of the outgoings, maintenance charges, comprising of general maintenance, property taxes, non-agricultural taxes, rates, taxes, cesses, assessments, insurance premia, parking maintenance charges, costs for running generator, costs charges and expenses

of cleaning and lighting the passages, landings, staircases, costs of maintenance, management and upkeep of Project, and operation and maintenance and repairs of lifts, water pumps, utility charges, salaries of all staff including managers, security, sweepers, liftmen, gardeners and such other charges expenses necessary or incidental for maintenance and upkeep of the Project, and other charges and levies of like nature, payable in respect of the Project and the Apartment, to all Governmental Authorities and/or any private bodies, security agencies, house-keeping agencies, and other persons. For the purpose of payment of maintenance charges, in common with other allottees/purchaser of the Project, the same shall be in proportion to the Carpet Area (RERA) and open/enclosed/utility balconies of the Apartment to the total carpet areas and open/enclosed/utility balconies of all the apartments/units in the Project.

- 3.4.3 Subject to what is stated in Article (3.4.6) hereinbelow, the Promoter shall raise periodic bills upon the Allottee/s in respect of his/her/their/its share of the charges and outgoings mentioned in Article (3.4.2) hereinabove in advance for each month, from the date of receipt of the occupation certificate/s in respect of the Apartment and/or Project or any part thereof, and the Allottee/s shall duly pay and discharge the same regularly within seven (7) Days of the date of the bill/invoice in respect thereof.
- 3.4.4 The Promoter shall be entitled to deploy/invest the Corpus Fund/s (less aggregate payments payable to the Promoter and/or the PMC), in fixed deposits and/or any other investment schemes for an appropriate period as may be determined by the Promoter in its discretion, and shall have the benefit of accretion and the credit of tax deducted at source (TDS) in respect thereof, if and as applicable.
- 3.4.5 The Promoter shall maintain a separate account in its books in respect of the contribution/payments received under Sr. No. 1 of the Table of Article (3.4.1) above. The said amounts shall be retained by the Promoter until the formation of the Entity & Organisation and hand over of the Project in terms of this Agreement. The Promoter shall be liable to render account of such amounts only to the Entity & Organisation and not individually to any persons, including the Allottee/s, at any time.
- 3.4.6 If at any time prior to the handover of the Project, the actual charges and expenses required to be made for the outgoings, maintenance and upkeep the Recreation Facilities, Common Areas & Amenities and other facilities/areas to be maintained by the Entity & Organisation, the same will be adjusted in the following manner: (a) against the accretions of the Corpus Fund/s and for deficit/additional amount, if any, Promoter shall raise bills periodically to all the allottees/purchasers of the Premises in the Project and if the allottees/purchasers of the Premises in the Project fails to pay, the same shall be adjust from the Corpus Fund/s; and (b) if the Corpus Fund/s is exhausted, then Promoter shall raise bills periodically to the allottees/purchasers of the Premises in the Project. And for this purpose, and the Allottee/s shall, no later than seven (7) Days from the date of bill/invoice raised by the Promoter, pay the dues to Promoter.
- 3.4.7 The Promoter shall be entitled, in its discretion, to appropriate and/or adjust monies held for one purpose and/or on one account, against any liabilities due and payable herein by the Allottee/s for any other purpose/s and/or on any other account.
- 3.4.8 The Promoter shall, in the interest of the Allottee/s, and the Project, take decisions regarding management and allocation of funds/monies, and the type, mode, quality of services to be provided, in respect of the Project, and the management and administration thereof;

3.4.9 The Allottee/s agree/s that until the formation and registration of the Entity & Organisation and execution of the Deed/s of Transfer in its favour as provided in Article (11), the Promoter, and/or any persons engaged by it, including the PMC shall maintain, manage and secure the Project and/or the PMC shall collect, all contributions towards maintenance charges, outgoings and other charges.

ARTICLE 4 - DEVELOPMENT: PROMOTER'S RIGHTS & ENTITLEMENTS

- 4.1 In addition to rights, entitlements, powers, authorities and discretions of the Promoter, and the information and disclosures referred to, contained and made elsewhere in this Agreement, the Promoter has informed, and made the Allottee/s aware, of the following matters and the Allottee/s agrees to and accepts the same, inter alia, on the basis and strength of which the Promoter has entered into this Agreement:
- 4.1.1 Promoter may make minor additions or alterations as may be required by the Allottee/s, or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended Project Architect and/or Project Engineer and will be intimation to the Allottee/s.
 - 4.1.2 The Promoter is entitled for the full and complete utilization of the Development Potential and in its discretion, for the beneficial interest of the Project, to make any variations, alterations, amendments, or deletions, in respect of the layout and planning thereof.
 - 4.1.3 The development of the Project upon the Project Land contemplates the utilization of the Development Potential, which may not be proportionate to the FSI and development potential attributable to and arising out of the Project Land. The Allottee/s, for himself/herself/themselves/itself, and as a prospective member of the Entity & Organisation, shall not be entitled to raise any claim or dispute in respect thereof.
 - 4.1.4 The Promoter contemplates that an overall Development Potential to be approximately 12,704 square meters shall, or may, arise out of, and/or be attributable to, and/or be utilisable upon the Project Land.
 - 4.1.5 The Promoter estimates the date of Project Completion to be on or before 31st December 2021, subject to Force Majeure.
 - 4.1.6 Governmental Authority/SRA has set out, and may set out, any terms, conditions and restrictions which may apply to, and have to be complied with, by the Promoter, and/or the purchasers/allottees of Premises in the Project including the Members, and the Entity & Organisation.
 - 4.1.7 The Promoter may, for the purpose of clarity, and/or for maintaining correctness thereof, and/or to comply with Applicable Law, alter the terms and conditions of any agreements for allotment and sales, in respect of the Apartments in the Project.
 - 4.1.8 All terms and provisions contained in the Development Agreements, in respect of the Larger Land, shall be integral terms and conditions of this Agreement and Allottee/s undertake/s and confirm/s the same.
 - 4.1.9 No persons or parties, including the Entity & Organisation in respect of the Project shall be involved in, or be entitled to interfere, obstruct or in any manner deal with any

matters relating to the Project, and/or the Project Land, and/or the utilization, and/or the dealing with the Development Potential, or any part/s thereof, and/or the allotments and sales, or other alienation of the Project

- 4.1.10 The Promoter has the right, in the Promoter's discretion, to receive, collect to itself, appropriate, apply and utilise the entire consideration/purchase price received from the allottees/purchasers of the Premises in the Project.
- 4.1.11 If the Project R.G. is more than as required under Applicable Law, then Promoter reserves right to amend the Plans and to provide the recreation ground to the extent it is required in compliance with Applicable Law;
- 4.1.12 The Promoter shall be entitled in its discretion as it deems fit to allocate and distribute all the vehicle parking spaces in respect of the Project amongst any of the Apartments. It is clarified that vehicle parking spaces means two-wheeler and four-wheeler (light motor vehicle) parking spaces excluding bicycle parking spaces.
- 4.1.13 The Promoter has, and shall always have, the sole and exclusive right to deal with, dispose off and alienate by way of allotment, sale, and/or to otherwise alienate, dispose off, encumber and/or create third party rights in respect of the Apartments in favour of any persons or parties and to enter into suitable agreements and writings respectively with such purchasers/allottees and acquirers, as the case may be. The respective purchasers/allottees of the Apartments including the Allottee/s herein in respect of the Apartment, would be admitted as members of the Entity & Organisation subject to their performing the terms and conditions specified in their agreements, including the Allottee/s in respect of this Agreement, and no further, other or new co-operative housing Entity & Organisation, limited company, association of apartment owners or other organization or entity is envisaged to be, or will be, formed and registered in respect of the Project.
- 4.1.14 The Promoter shall, for betterment thereof, and/or for quality control purposes, and/or due to non-availability or short supply, any of the Apartment Amenities and/or Common Areas & Amenities and/or Limited Common Areas & Amenities and/or materials or items used, or comprised therein, may be altered, amended, or substituted and/or materials or items of a similar nature, materials or items may be provided.
- 4.1.15 Without prejudice to the generality of the foregoing provisions, the Promoter may in its discretion, inter alia, be entitled to:
- 4.1.15.1 club, amalgamate, or sub-divide any parts or portion of the Project Land, into one layout, and/or separate, or combined layout/s, and to do, execute and perform all acts, deeds, matters and things in relation thereto;
- 4.1.15.2 designate, allocate, reserve and/or relocate, realign, modify, and amend from time to time, any Common Areas & Amenities, Limited Common Areas & Amenities, Project R.G., vehicle parking spaces, in respect of Project and/or any part thereof, including in pursuance of Applicable Law, and/or by virtue of any approvals, and/or as may be required by the Governmental Authorities;

4.1.15.3 to direct, designate, hold and control all infrastructure facilities, including public space advertising and all promotional signage, hoarding, and all other nature of signage whatsoever, and to designate and allocate any Premises, areas, and spaces, upon or in the Project Land to any persons, including third party service providers, and/or Promoter Affiliates, for the purpose of facilitating the provision and proper maintenance of utility services including without limitation, electricity, water and telecommunication related services;

4.1.15.4 in terms of the Development Agreements and for and on behalf of the Entity & Organisation, to allot, and/or grant on lease, or otherwise alienate any areas or spaces in the Project and/or Project Land to utility service providers including electrical, telecommunication, gas etc. service provider/supplier or any Government Authorities;

4.1.15.5 in terms of the Development Agreements and for and on behalf of the Entity & Organisation, to hand over and/or transfer any part/s or portion/s of the Project Land, to any persons, parties, government, or statutory authorities, or bodies, with or without any development or construction thereon, in accordance with Applicable Law, and/or any Approvals, and to develop any and all areas previously affected by the Reservations and/or as the case may be, to develop such further or additional reservations as may be imposed or applied, in the Promoter's discretion;

4.1.15.6 continue to retain all rights, powers, authorities, control and ownership over all undeveloped part/s and/or portion/s of the Project Land, and/or such part of the Project under development (including unutilized Development Potential), with the irrevocable, full, complete and unfettered right, power, authority and discretion to own, hold, deal with, develop, and encumber the same, including to complete developments and ongoing developments thereof, or otherwise howsoever. The Deed/s of Transfer that shall be executed in favour of the Entity & Organisation as referred to in Article (11), shall exclude all such part/s and/or portion/s of the Project Land, and/or reserve the aforesaid rights, powers and authorities of the Promoter over the same, as the Promoter deems fit in its discretion.

4.1.15.7 The Promoter may in its absolute discretion, at any time, reduce the number of habitable floors in all or any of the wing/s in the Project depending on the Approvals obtained by the Promoter.

4.1.16 The Allottee/s is/are aware that the Project consists of the vehicle parking spaces as per approved Plans. The vehicle parking spaces are and/or will be designated to allottees with the respective apartments, at the sole discretion of Promoter. Further, for effective, harmonious and management of usage of vehicle parking spaces, a valet will park and retrieve the vehicles for all the allottees accordingly. The keys of all the vehicles and management of vehicle parking spaces will be managed by the valet service provider, who will be appointed by the Promoter and/or Entity & Organisation, as the case may be.

- 4.1.17 The Allottee/s has/have been informed and is/are aware that certain vehicle parking spaces in the Project are designated while certain are non-designated, at the sole discretion of the Promoter.
- 4.1.18 The Allottee/s has/have been informed and is/are aware that the part of the Larger Land is declared as "Slum Area" under Slum Act and as per the Approvals, Promoters have duly constructed/ to be constructed the Rehabilitation Building on the Rehab Plot for the members of the Slum Societies. On receipt of the occupation certificate of the Rehabilitation Building, the possession of the Rehabilitation Building shall be handed over to the Slum Societies. Rehab Plot, part/ portion of Larger Land, shall accordingly be conveyed/leased to the Slum Societies as mentioned in the Article (11).
- 4.1.19 The Allottee/s has/have been informed and is/are aware that the Promoter has executed a Right of Way Agreement with MCGM, whereby MCGM has granted license to use land admeasuring approximately 80 sq. mtrs., shown on the plan annexed hereto and marked **Annexure 'B'**, on annual license fees and on the terms and conditions mentioned therein ("**Licensed Land**"). The Right of Way Agreement will be renewed every year and Promoter and/or Entity & Organisation shall comply will all the restrictive covenants mentioned therein. The Licensed Land will be exclusively used by the allottees, purchasers and occupants (including Allottee/s) of the Premises of the Project, to access the Project Land.
- 4.1.20 The Allottee/s has/have been informed and is/are aware that the access to the Rehab Plot and Project Land is common and has an inadequate width, shown on the plan annexed hereto and marked **Annexure 'B'**, and the same shall be maintained and managed by the Entity & Organisation formed by the Promoter for the Project. The members of Slum Societies and members of Entity & Organisation shall jointly use the common access. The Entity & Organisation shall ensure that common access is permanently and uninterruptedly available to the members of Slum Societies.
- 4.1.21 The Allottee/s has/have been informed and is/are aware that the Promoter has handed over the Amenity Space to the MCGM and MCGM shall access the Amenity Space through Licensed Land.

4.2 Allottee's Confirmations

The Allottee/s hereby confirm/s personally and as a prospective member/s of the Entity & Organisation, as follows, which are and shall always be the essence of this Agreement, that is:

- 4.2.1 all the matters, and the rights, powers, authorities, discretions, and entitlements of the Promoter, as recorded and contained in this Agreement including this article, and the Promoter's intent and desire in respect of the Project Land and the developments thereof;
- 4.2.2 the Allottee/s has/have, and shall have no right, now or in future, to make, or raise, any objection to the rights, powers, authorities, discretions and entitlements of the Promoter as contained in this Agreement including this article, and no consent or permission in that regard shall be required to be obtained or given by them;
- 4.2.3 the Allottee/s shall not object to, hinder, obstruct or interfere with the Promoter exercising its rights and powers herein or any grounds.

- 4.2.4 The Allottee/s shall not claim compensations whatsoever for the inadequate width of the 6.0 m wide access road, from the Promoter and any of the competent authorities.
- 4.2.5 The Allottee/s has have fully understood the concept and modality of allotment and/or earmarking of the stilt/covered and open vehicle parking spaces respectively and undertakes not to raise any objection whatsoever against the Promoter.

ARTICLE 5 - TAXES

- 5.1 All Taxes, shall be borne, paid and discharged by the Allottee/s alone, as and when the same are required to be paid and/or as and when demanded by the Promoter and the Promoter shall never have any liability or obligation in respect thereof.
- 5.2 The Allottee/s shall pay all Taxes as and when they are levied, charged, become due and payable, upon all the Aggregate Payments, including the Purchase Price installments, Interest, Liquidated Damages, Other Reimbursements / Amounts Payable On Termination, Other Charges & Deposits, transfer charges, premiums, penalties together with all other amounts, charges, deposits, damages, liabilities, contributions including fund contributions and corpus, etc., as referred to herein, and agreed to be paid and/or required to be paid by the Allottee/s herein in relation to, and/or in pursuance of the Agreement for Allotment and Sale herein. If any Taxes (whether retrospective or prospective in nature) arise hereafter, including after the Date of Offer of Possession, the Allottee/s shall be solely liable to pay or reimburse (as directed by the Promoter in its discretion) such Taxes including any interest and/or penalties and/or other amounts, charges and costs, if any, in respect thereof within fifteen (15) Days from the date of written demand made on the Allottee/s by the Promoter.
- 5.3 The Allottee/s shall fully indemnify and keep indemnified and saved harmless the Indemnified Parties in respect of the matters stated above the non-payment or delayed payment, of the Taxes referred to above.

ARTICLE 6 – POSSESSION: DEFECT RECTIFICATION

- 6.1 Subject to the provisions of this article, the Promoter shall endeavour to offer possession of the Apartment, to the Allottee/s, on, or by, the Date of Offer of Possession.
- 6.2 The Promoter may however, if feasible, endeavor (without being obliged) to offer possession of the said Apartment to the Allottee/s on or before of _____ (“Early Date”).
- 6.3 The Promoter shall, at the Promoter’s discretion, address a communication (in writing) to the Allottee/s offering an inspection of the Apartment, on a specific date and time fixed by the Promoter. The Allottee/s shall thereupon be bound and liable to undertake such inspection along with the Project Architect and/or Project Engineer (or their authorized representatives), and to satisfy himself/herself/themselves/itself that the Apartment has been constructed as per the Approvals and the Apartment Amenities have been provided as per this Agreement. If, during the course of such inspection, the Allottee/s points out to the Project Architect and/or Project Engineer any defects or deficiencies in respect of the Apartment, the Project Architect shall, if such objection/s raised by the Allottee/s is/are valid, enter the same, upon an Inspection Sheet which shall be signed by the Allottee/s and the Project Architect and/or Project Engineer. Thereupon the Promoter shall endeavour to rectify and remedy such defects or deficiencies prior to the Date of Offer of Possession. Other than the defects or deficiencies entered upon the Inspection Sheet, the Promoter shall not be liable to make good remedy or rectify any other defects or deficiencies noticed or pointed out by the Allottee/s at the Date of Offer of Possession. Notwithstanding anything to the contrary stated hereinabove, if the Allottee/s fails

to attend at the inspection he/she/they/it shall be deemed to have fully accepted the construction, state and condition of the Apartment and shall not be entitled to raise any objection, dispute or difference whatsoever in respect thereof.

- 6.4 The Allottee/s shall, no later than fifteen (15) Days from the Date of Offer of Possession, make payment of all the balance/remaining Aggregate Payments and complete all formalities in respect thereof including: (a) executing an declaration-cum-undertaking in terms of a draft prepared by the Promoter, and (b) paying a security deposit (as determined by the Promoter) to the Promoter, which shall be adjusted towards the actual cost of electricity, water, utilities, debris removal and other direct expenses that may be incurred by the Promoter in relation to the Apartment. Without prejudice to the above, the Allottee/s shall be liable to comply with all his/her/their its obligations under this article and take possession of the Apartment no later than thirty (30) Days from the Date of Offer of Possession, failing which the Allottee/s shall be solely responsible/liable for all loss or damage that may be suffered by the Promoter on account of such Event of Default.
- 6.5 The Allottee/s: (i) shall ensure that on or after taking possession of the Apartment, his/her/their/its interior works in the Apartment do not prejudice, affect or hinder in any manner the efforts and actions of the Promoter to obtain the balance/remaining Approvals in respect of the Project, and (ii) undertake/s not to cause any damage to the Apartment and/or the Project, and in the event any damage is caused, the Allottee/s agree/s and undertake/s to reimburse the Promoter all costs related to the remediation and rectification thereof. The Allottee/s also accept/s and acknowledge/s that as on the Date of Offer of Possession, the construction works in the Apartment shall have been completed, but that there shall, or may, be project development and construction works ongoing at such time, in respect of the Limited Common Area & Amenities and Common Areas & Amenities.
- 6.6 If the Date of Offer of Possession has occurred and the Allottee/s has/have not complied with any of his/her/their/its obligations under this Agreement, including this article, and/or the Allottee/s refuse/s to take possession of the Apartment, then the same shall be an Event of Default. Without prejudice to its right of termination in such a case, the Promoter may, in its discretion, condone the delay, and/or default, by the Allottee/s on the condition that the Allottee/s shall, in addition to all its other liabilities and obligations herein, including payment of all Aggregate Payments, bear and pay to the Promoter the Holding Charges and other charges to upkeep the said Apartment, after the expiry of two months from the Date of Offer of Possession or on such dates and at such intervals as the Promoter directs, till the Allottee/s is/are in full compliance with its obligations under this Agreement, including this article.
- 6.7 The Allottee/s agree/s and confirm/s that there could be variation in the Carpet Area (RERA) of the completed Apartment on measurement thereof, to the extent of three per-cent of the Apartment as a result of construction/execution/finishing variances, etc. The Allottee/s accept/s the same and agrees that he/she/they/it shall not claim any adjustment, or reduction, in the Purchase Price on account of such variation (if any). However, if the Carpet Area (RERA) of the constructed Apartment increases or decreases over and above the variation/tolerance referred above, the Purchase Price shall vary accordingly, that is: (i) if there is a reduction, the amount reduced shall be adjusted by Promoter at the time of offering possession of the said Apartment, and (ii) if there is an increase, then the increased amount shall be payable by Allottee/s to the Promoter prior to taking possession of the said Apartment. It is clarified that the payments to be made by the Promoter/Allottee/s, as the case may be, under this article, shall be made at the same rate per square meter on pro-rate/ proportionate basis.

- 6.8 The Allottee/s confirms that if and when he/she/they/it is/are permitted to enter upon the Apartment, after the Date of Offer of Possession, the Allottee/s shall have and/or be deemed to have taken full, complete and detailed inspection thereof and approved the same in all respects and it shall be deemed to have been completed in all respects in accordance with the terms and conditions of this Agreement and consequently, the Promoter shall be discharged from its liabilities, responsibilities and obligations with regard to the same.
- 6.9 Notwithstanding anything to the contrary in this Agreement the Promoter shall always be entitled, in its discretion to complete any part/portion or the Project and apply for and obtain full/part occupation certificate/s thereof, whereby, on the Date of Offer of Possession, the Allottee/s shall be obliged, and undertake/s, to take possession of the Apartment for occupation on the basis of such full occupation/part occupation certificate as the case may be which relates to the Apartment. Thereafter, the Promoter shall, without any hindrance or objection by the Allottee/s, be entitled to carry out by itself or through its contractors or otherwise all remaining development and work in respect of the Project.
- 6.10 The Promoter has notified the Allottee/s and the Allottee/s is/are aware that the Common Areas & Amenities are to be shared by all allottees and purchasers of Premises in the Project, and that the same will be completed on or before Project Completion, subject to Force Majeure Events.
- 6.11 The Promoter shall endeavor to take all such steps and precautions necessary to achieve construction, completion as contemplated herein. However, if on account of Force Majeure Event/s, there is any delay or anticipated delay in the Date of Offer of Possession, then the Promoter shall not be responsible or liable in any manner, and the same shall both automatically and forthwith stand extended for a period that is equivalent to the period that the Force Majeure Event continues and has continued and an additional period of thirty (30) Days thereafter; for remobilization, in which case, the Date of Offer of Possession shall automatically stand revised to and substituted by the revised Date of Offer of Possession as communicated by the Promoter. The Allottee/s shall not object, raise any disputes, and/or protest, and/or hold the Promoter liable for the aforesaid delay and extension of time, and shall not be entitled to, and shall not, make, or raise, any claim, for any damages, compensation, reimbursement of expenses or any other payments.
- 6.12 If there is a delay or extension of the Date of Offer of Possession, excluding on account of any Force Majeure Event/s, then the sole remedy of the Allottee/s, on being notified (in writing) by the Promoter of the same, shall be to either: (i) continue with this Agreement, and accept the revised/extended Date of Offer of Possession as estimated and decided by the Promoter in its discretion, or (ii) to terminate this Agreement by giving a written notice to the Promoter; provided that the aforesaid right of termination shall be exercised by the Allottee/s by addressing and delivering to the Promoter the aforesaid written notice no later than fifteen (15) Days from being notified in writing by the Promoter, as aforesaid, of such delay, failing which the Allottee/s shall have deemed to have irrevocably opted and elected to continue with this Agreement, and shall be deemed to have waived his/her/their/its aforesaid option to terminate this Agreement, and shall be deemed to have accepted, all future revisions/extensions of the Date of Offer of Possession, from time to time, without any liability or obligation whatsoever on the part of the Promoter.
- 6.13 If the Allottee/s has/have opted to terminate this Agreement, and has terminated the same in strict accordance with Article (6.12), then the Promoter shall refund to the Allottee/s the Purchase Price Installments, received and realised by the Promoter together with interest from

the date such payments were received and realized by the Promoter after deducting (i) Taxes (as defined under this Agreement) paid / payable; and together with (ii) Interest on delayed payments, if any.. In a situation of termination other than by virtue of Force Majeure, the Promoter shall additionally pay a one-time fixed pre-estimated liquidated damages of Rupees One Hundred only per square meter of the Carpet Area (RERA) of the Apartment (which the Parties consider to be reasonable, and not as a penalty), but no other penalties, damages or liabilities. Upon such termination, the Allottee/s shall be bound and liable to execute and register a Deed of Cancellation (in terms of a draft prepared by the Promoter) recording such termination and cancellation of this Agreement, however the date of the Allottee/s aforesaid notice of termination shall be and be deemed to be the date on which this Agreement has stood terminated and cancelled. The aforesaid amounts shall be refunded/paid within thirty (30) Days from the execution and registration of the Deed of Cancellation by the Allottee/s.

- 6.14 Subject to the Allottee/s having complied with his/her/their/its obligations under this Agreement, including this article, if within a period of sixty (60) months from the Date of issuance of Full Occupation Certificate, the Allottee/s brings to the notice of the Promoter, any Construction Defects in the Apartment, the same shall be rectified/repared by the Promoter at its own costs, or if the Promoter is of the view and opinion, in its discretion that it is not feasible or practicable to rectify/repair the same, then at its discretion the Promoter shall pay to the Allottee/s, reasonable compensation equivalent solely to the estimated cost of rectifying the Construction Defects in the Apartment, which shall be determined by the Project Architect and/or Project Engineer, in its/their sole and absolute discretion, and which determination shall be final and binding upon the Parties.
- 6.15 In spite of all the necessary steps and precautions taken while designing and constructing the Project, structure may have minor deflections due to 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 persons and occupants of the Premises in the Project. The Allottee/s agree/s and covenant/s not to hold the Promoter liable and/or responsible in respect thereof.

ARTICLE 7 - RECREATIONAL FACILITIES IN THE PROJECT

- 7.1 The Common Areas & Amenities, as currently planned includes a leisure and recreational amenities and facilities such as a fitness center on a portion of the said Project Land (hereinafter collectively referred to as "**Recreation Facilities**") for the benefit of all allottees, purchasers and occupants of Premises in the entire Project. Subject to the Allottee/s complying with, observing and performing all the terms, conditions and provisions of this Agreement, including making payment of the Aggregate Payments, and as and when the Promoter permits, the Allottee/s may access, use, and enjoy the same, in respect of which the Allottee/s will be liable to comply with certain terms and conditions, and make payment of fees and charges, as may be decided by the Promoter.
- 7.2 The Promoter has informed the Allottee/s of the following facts, matters and circumstances that shall pertain to the Recreational Facilities, which the Allottee/s has/have fully accepted, agreed and confirmed that is:
- 7.2.1 the Recreational Facilities shall be constructed and shall have a one-time installation of the equipment, infrastructure, amenities and facilities as the Promoter deems fit, in its discretion;