

प्राचरी

प्राचरी

Original/Duplicate

Friday, October 13, 2017

नोंदणी क्र. 33म

1:23 PM

Regn. 39AM

प्राचरी क्र. 13790 दिनांक 13/10/2017

प्राचरीचे मालक: राजा

हस्ताक्षर/संकेत/संकेतस्थान: 0993-11724-2017

संकेतस्थान/संकेतस्थान: राजा

प्राचरीचे मालक/संकेतस्थान: राजा

|                    |            |
|--------------------|------------|
| नोंदणी फी          | ₹ 30000.00 |
| दस्ता हस्ताक्षर फी | ₹ 2300.00  |
| पुस्तकी संख्या 115 |            |

|      |            |
|------|------------|
| एकूण | ₹ 32300.00 |
|------|------------|

संकेतस्थान: राजा, संकेतस्थान: राजा

1:32 PM ह्या वेळीस मिळाले

दुव्यास निबंधक, अक्षरी-1

राजा: गुण ₹ 59629768.85/-

नोंदणी क्र. 64848055

प्राचरीचे मालक: राजा

1) दस्तऐवज/संकेतस्थान: e-Challan क्र. ₹ 30000/-

नोंदणी/संकेतस्थान/संकेतस्थान: MH006083026201718M दिनांक: 13/10/2017

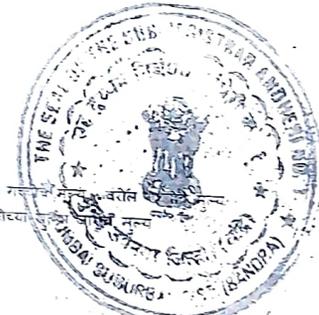
दस्ताचे मालक: राजा

2) दस्तऐवज/संकेतस्थान: By Cash क्र. ₹ 2300/-

REGISTERED ORIGINAL DOCUMENT  
REGISTERED OFFICE



| मूल्योक्त पत्रक ( शहरी क्षेत्र - बांधीव )                |  | October 2017 01 22 22 PM   |                          |                                     |
|--|--|--|--------------------------|-------------------------------------|
| Valuation ID<br>बदल                                      | 2017   | 996270 2 90  |                          |                                     |
| मूल्योक्तपत्रक वर्ष                                      | 2017   |  |                          |                                     |
| जिल्हा   | महाराष्ट्र   |  |                          |                                     |
| मूल्य विभाग  | 26-बादा - जी ( शहरी )  |  |                          |                                     |
| उप मूल्य विभाग   | 26-158भागा उत्तरेस गावाची सीमा पूर्व   | एन व्ही रोड दक्षिणेस रामकृष्ण सिविल मार्ग व परिचमेश गावाची सीमा  |                          |                                     |
| सर्व्हे नंबर व भू क्रमांक                                | सिटीएस नंबर: 26  |  |                          |                                     |
| वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.                | कार्यालय   | दुकाने   | औद्योगिक                 | नोजमापनाचे एकक                      |
| शुद्धी जमीन  | निवासी सदनिका  | 403300   | 336100                   | चौरस मीटर                           |
| 212100   | 369700   |  |                          |                                     |
| बांधीव क्षेत्राची माहिती                                 |  |  |                          |                                     |
| मिळकतीचे क्षेत्र   | 159 चौरस मीटर  | मिळकतीचे वापर -  | निवासी सदनिका            | मिळकतीचा प्रकार - बांधीव            |
| बांधकामाचे वर्गीकरण                                      | 1-आर ली सी   | मिळकतीचे वय -  | 0 TO 25 वर्षे            | मूल्यदर/बांधकामाचा दर - Rs.336100/- |
| उद्देशाने सुविधा   | आहे  | मजला -   | 11th floor To 20th floor |                                     |
| मजला निहाय घटवाड   |  | = 110% apply to rate= Rs.369710/-  |                          |                                     |
| घसा-वानुसार मिळकतीचा घात रॉ मीटर मूल्यदर                 |  | = ((वार्षिक मूल्यदर - शुद्धी जमिनीचा दर ) * घसा-वानुसार नवित दर / शुद्धी जमिनीचा दर )<br>= ( (369710-202100) * (100 / 100) ) / 202100 )<br>= Rs.369710/- |                          |                                     |
| A) मूल्य मिळकतीचे मूल्य                                  | = वरील घनाचे मूल्य दर * मिळकतीचे क्षेत्र<br>= 369710 * 154.44<br>= Rs.57098012.4/-   |  |                          |                                     |
| B) बंदिरस्त वाहन तळाचे क्षेत्र बंदिरस्त वाहन तळाचे मूल्य | = 27.5 * ( 369710 * 25/100 )<br>= Rs.2541756.25/-  |  |                          |                                     |
| एकीकृत अंतिम मूल्य                                       | मूल्य मिळकतीचे मूल्य + तळाचे मूल्य + भेडनाकेन मजला क्षेत्र मूल्य - नगदपत्रक मूल्य + वरील बंदिरस्त वाहन तळाचे मूल्य - शुद्धी जमिनीवरील वाहन तळाचे मूल्य + इमारती भोंवतोच्या मूल्य<br>= A + B + C + D - E + F + G + H<br>= 57098012.4 + 0 + 0 + 0 + 2541756.25 + 0 + 0 + 0<br>= Rs.59639768.65/- |  |                          |                                     |



*(Handwritten signature)*

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| सेक्टर - १ |       |
| ५१०२४      | ५१०२४ |
| २०१७       |       |

महाराष्ट्र शासन नोदणी व मुद्रांक विभाग

मुद्रांका अहवाल २०१६:१८

१. दस्ताचा प्रकार : करनामा अनुच्छेद क्रमांक : २५७
२. सादरक्याचे नाव : सोबरा ली सिटी
३. तालुका : अहमद नगर
४. गावाचे नाव : बोहा
५. नगरप्रमाणन-क्रमांक/ सर्वे क्रमांक / अंतिम-मुद्रांक-क्रमांक : सिटी डेव्हलपमेंट नॉ. ०२६
६. मूल्य दरविभाग झोन : २६ उपविभाग : १५४
७. मिळकतीचा प्रकार : खुला जमिन विद्यारी कार्यालय दुवान औद्योगिक प्रति घा. मी दर : ३३६१००/-
८. दस्तात नमुद केलेल्या मिळकतीचे क्षेत्रफळ : १५४.४४ करपेट / विलक्षण चौ. मी / ५४
९. वारपाकींग : २७.०५ गच्ची — पोटमाळा —
१०. मजला क्रमांक : १/० उदवाहन सुविधा आहे / नाही
११. बांधकाम वर्ष : — घसारा : ७
१२. बांधकामाचा प्रकार : आर. सी. सी / इतर पक्के / अर्धे पक्के / कच्चे
१३. बाजारमूल्य तफ्यातील मार्गदर्शक सुचना क्रमांक — ज्याखाल्वये दिले ती घट वाढ
१४. लिंक लायसन्सचा दस्ता
  १. प्रतिमाह भाडे रक्कम : रु. —
  २. अनामत रक्कम आगाऊ भाडे रु. —
  ३. कलावधी : —
१५. निर्धारित केलेले बाजारमूल्य : रु. ५,९६,४०,०००/-
१६. दस्तामध्ये दर्शविलेला गोबदला : रु. ६,५६,५६,०५५/-
१७. देय मुद्रांक शुल्क : रु. ३२,३२,६००/- भरलेले मुद्रांक शुल्क : रु. ३२,३२,६००/-
१८. देय नोदणी फी : रु. ३०००/-



लिपीक

सो. दुय्यम निबंधक

$$154.44 \times 336100 + 10\% = 5,10,98,012$$

$$27.5 \times 336100 + 10\% \times 25\% = 25,41,756$$

$$5,36,39,768/-$$



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|---------|---|----|
| ७२१ - १ |   |    |
| 10/27   | R | gr |
| २०१९    |   |    |

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** ("this Agreement") is made at Mumbai on this 13<sup>th</sup> day of OCTOBER, Two Thousand and Seventeen

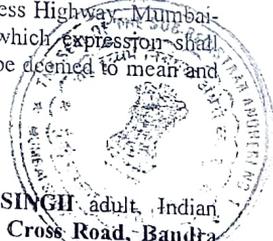
**BETWEEN**

**KEYSTONE REALTORS PRIVATE LIMITED**, being a company incorporated under the provisions of the Companies Act, 1956 and deemed existing under the provisions of Companies Act, 2013 and having its registered office at 702, Natraj, M.V. Road Junction, Western Express Highway, Mumbai-400 069, hereinafter referred to as "the Promoter" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **ONE PART**;

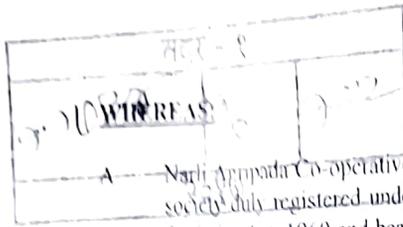
**AND**

**MR. RAKESH V. SINGH & MRS. PREETI R. SINGH** adult Indian Inhabitant, having address at **603, Green Gates, Perry Cross Road, Bandra (West), Mumbai - 400 050** hereinafter referred to as "the Allottee" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of Individual, his/her/their/ respective heirs, executors, administrators and permitted assigns, in case of a Company, its successors and assigns, in case of a Partnership Firm or a Limited Liability Partnership, the partners for the time being thereof, the survivors or survivor of them and the heirs, executors, administrators and permitted assigns of the survivor, in case of Hindu Undivided Family (HUF), the Karta and all coparceners, members of the HUF from time to time, their respective heirs, legal representatives, executors, administrators and permitted assigns, in case of a Public Charitable Trust, all trustees constituting the Trust and the heirs, executors and administrators of the surviving trustee and permitted assigns, in case of a Private Trust/ Settlement, all trustees constituting the Trust, beneficiaries and the heirs, executors and administrators of the surviving trustee or beneficiary and permitted assigns) of the **OTHER PART**.

The Promoter and the Allottee are hereinafter for the sake of brevity collectively and jointly referred to as "**Parties**" and individually as "**Party**".



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Narli Agripada Co-operative Housing Society Limited, a co-operative housing society duly registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 and bearing Registration No. BOM/HSG/2221 and having its registered office at Narli Agripada, 18<sup>th</sup> Road, Khar (West), Mumbai 400 052, (hereinafter referred to as "the Owners") are the owners of all that piece and parcel of land bearing Survey Nos. 370 (pt), 371-B, 412 and 413-B of Village Khar-Danda and bearing CTS Nos. G-399A, G-326, G-164A (Part) and G-164B of Village Bandra, Taluka Andheri in the Mumbai Suburban District and admeasuring 17,879 square meters or thereabouts (hereinafter referred to as "the Entire Property") and situate, lying and being at Khar-Danda, Khar (West), Village Khar, Taluka Andheri, Mumbai;

- B. By and under Notification No. DC/ENC/A/38- Narli Agripada dated October 18, 1977, the Deputy Collector (ENC) and Competent Authority ("Competent Authority") appointed under the provisions of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 ("Slums Act") has declared a portion of the Entire Property bearing CTS No. G-626 admeasuring 11,142.1 square meters as a "slum area" within the meaning of the provisions of the Slums Act;
- C. By and under an Agreement dated April 5, 1979 and made between the Owners and one Messrs. Ramko Builders and its partners for the time being, the Owners with the sanction of the Competent Authority allowed Messrs. Ramko Builders to develop the Entire Property;



Messrs. Ramko Builders filed Original Side Suit No.820 of 1983 ("said Suit") in the Hon'ble High Court at Bombay wherein the Owners were Defendant No. 4 in the said Suit along with one Roshanlal Agarwal and 2 others who were Defendant Nos. 1 to 3 in the said Suit. On April 28, 1983 Consent Terms were filed in the said Suit between the parties and a decree in terms of Consent Terms was passed by the Hon'ble Court. Under the Consent Terms dated April 28, 1983, the Owners, at the instance of Messrs. Ramko Builders, agreed to lease a part of the Entire Property an area admeasuring 1764 square metres earmarked as Plot 'C' on the plan of the Entire Property (with the benefit of 22,859 square feet FSI built up) for a term of 999 years for the annual rent of Rs.1/- in favour of the said Roshanlal Agarwal and 2 others with power to sub lease, under lease, assign, transfer, mortgage, deal with, dispose of, alienate or encumber the said Plot 'C' and any building or part thereof in the manner they deem fit. The said portion has been constructed upon and is known as "Narendra Apartments";

- E. Messrs. Ramko Builders were unable to carry on or complete the work entrusted to them under the Development Agreement dated April 5, 1979. For diverse reasons some of which are enumerated in the letters of the Owners dated June 17, 1993 and October 28, 1993 addressed to Messrs. Ramko Builders and dated September 29, 1993 addressed to the Competent Authority (hereinafter collectively referred to as "the letter of termination"), the Owners have terminated the Development Agreement dated April 5, 1979

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with Messrs. Ramko Builders. Messrs. Ramko Builders have filed Original Side Suit No. 263/1994 in the Hon'ble High Court at Bombay seeking specific performance of the Agreements between the Owners and themselves. The aforesaid Suit No. 263/1994 is pending. Messrs. Ramko Builders have not been granted any interlocutory reliefs in the aforesaid Suit No. 263/1994.

- F. A portion of the Entire Property bearing CTS No. G-399A admeasuring 2223.1 square metres is in the occupation of a member and an alleged tenant. In addition a third party is claiming the said portion as owner. The name of the Owners is reflected in the Property Register Card of the said portion of the Entire Property as owners thereof. The disputes are the subject matter of two pending writ petitions in the Hon'ble High Court at Bombay arising out of Record of Rights proceedings under the provisions of the Maharashtra Land Revenue Code, 1966. The land bearing CTS No. G-399A is neither a part nor parcel of the land available for development nor is it the subject matter of this Agreement:
- G. By and under the following deeds, documents and writings ("**Transaction Documents**"), Suranjan Holding and Estate Developers Private Limited (hereinafter referred to as "**the Company**") has acquired the development rights to develop the Entire Property inter-alia:-
- (i) Development Agreement dated August 19, 1995 ("**Development Agreement**") executed between the Owners of the One Part and the Company of the Other Part and registered vide Deed of Confirmation dated January 28, 2010 ("**Confirmation Deed**") with the office of the Sub-Registrar of Assurances under Serial No. BDR-15/4184/2010 on April 17, 2010;
  - (ii) Deed of Rectification dated 1<sup>st</sup> day of February, 2014, executed between the Owners of the One Part and the Company of the Other Part and registered with the office of the Sub Registrar of Assurances under Serial No. BDR-4/1003/2014 on February 18, 2014 recording correct schedule of the Entire Property and other amendments as mentioned therein.
  - (iii) Irrevocable Power of Attorney dated 11<sup>th</sup> February, 2014 executed by the Owners in favour of the Company and registered with the office of the Sub Registrar of Assurances under Serial No. BDR-4/1004/2014 on February 11, 2014;
- H. The Company has drawn and submitted layout plans, building plans, elevations, sections and details of the buildings for the development of part of the Entire Property to the Slum Rehabilitation Authority ("**SRA**") under the provisions of Regulation 33(10) and other applicable provisions of the Development Control Regulation for Greater Mumbai, 1991 ("**DCR**").
- I. By and under a Notification No. SRA/DC/Desk-4/Tab-4/Narli Agripada/3C/2009/1665 dated August 3, 2009, the Chief Executive Officer, Slum Rehabilitation Authority appointed under the provisions of the Slums Act has declared a portion of land bearing CTS No. G-164A (part) admeasuring 2,340.30 square meters as a "slum rehabilitation area" within the

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meaning of the provisions of the Slums Act. The total slum and non-slum area of CTS No. G-164A (part) and CTS No. G-164B (part) is 2,750.00 square meters.

- J. The SRA has issued a Letter of Intent dated May 21, 2009 in favour of the Company *inter alia*, permitting the Company to develop a portion of the Entire Property bearing CTS Nos. G/626A(pt), G/164 A (part) and G/164 B (pt) of Village Bandra admeasuring 12,119.18 square meters under the provisions of Regulation 33(10) and other applicable provisions of the DCR;
- K. The SRA has modified the Letter of Intent dated May 21, 2009 and issued revised Letter of Intent dated October 22, 2010 in favour of the Company *inter alia*, permitting the Company to develop a portion of the Entire Property being land bearing CTS Nos. G/626 and G/164 A (pt) of Village Bandra admeasuring 14,184.10 square meters.
- L. The SRA has further modified the Letter of Intent dated October 22, 2010 and issued Revised Letter of Intent dated October 17, 2012 and Revised Letter of Intent dated July 1, 2017 ("the said LOI") in favour of the Company with respect to the development of a portion admeasuring 14,184.10 square meters bearing CTS Nos. G/626 and G/164 A (Part) of Village Bandra being part of the Entire Property. The said portion admeasuring 14,184.10 square meters is hereinafter referred to as "the Larger Property" and more particularly described in the **First Schedule Part I** hereunder written and delineated in blue colour boundary line on the plan annexed hereto at Annexure-1. Vide the said LOI, the Company is permitted to develop the Larger Property under the provisions of Regulation 33(10) and other applicable provisions of the DCR;
- The Larger Property admeasuring 14,184.10 square meters comprises of areas reserved for School, Play Ground and Road Set-back, leaving a net area of about 9491.51 square meters available to the Promoter for development in accordance with the said LOI. The said portion admeasuring 9491.51 square meters and bearing CTS No. G/626 (Part) and G/164 A (Part) of Village Bandra being part of the Larger Property is hereinafter referred to as the "said Land" and more particularly described in the **First Schedule Part II** hereunder written and delineated in orange colour boundary line on the plan annexed hereto as Annexure "1"
- N. The Promoter is presently developing the Said Land by constructing 9 (nine) or more wings out of which 3 (three) wings or more consists of the aggregate rehabilitation component ("Rehab Building/s") for the eligible slum dwellers and 6 (six) or more wings shall consist of the aggregate free sale component ("Free Sale Building/s"). The Rehab Building/s and the Free Sale Building/s constructed / being constructed / to be constructed on the Said Land are hereinafter collectively referred to as the "New Building/s".
- O. The portion of the Said Land on which the Rehab Building/s has been constructed is shown on the plan annexed hereto (the "Rehab Portion"). The portion of the Said Land on which Free Sale Building/s is being



1

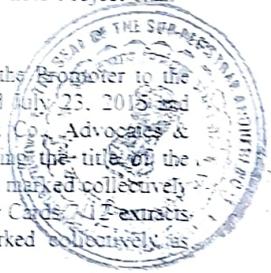
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constructed /  
Portion /  
Property /  
CR

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| 79025 |    |    |
| 12    | 12 | 12 |

constructed / shall be constructed is hereinafter referred to as "the Free Sale Portion" shown on the plan annexed hereto. ~~The portion of the Larger Property earmarking the Play Ground reservation is shown ("the Play Ground") on the plan annexed hereto.~~

- P. The Promoter has completed the construction of one out of the three proposed Rehab Buildings on the Said Land and has obtained the Occupation Certificate in respect of the one Rehab Building in respect thereof.
- Q. The Promoter has also from and amongst the Free Sale Building's completed the construction of 2 (two) wings being Wings A and B on a portion of the Free Sale Portion and has obtained Occupation Certificate bearing no. SRA/ENG/3068/HW/PL/AP dated 28<sup>th</sup> July 2017 in respect thereof. Wing A and B comprises of Part Stilt + Podium + 2<sup>nd</sup> to 21<sup>st</sup> upper floors. The remaining 4 (four) or more wings of the Free Sale Building's are under construction / proposed to be constructed in the balance portion of the Free Sale Portion.
- R. The Free Sale Portion, (being a portion of the Said Land), together with the development and construction of the Free Sale Building's thereon under the provisions of Regulation 33 (10) and other applicable provisions of the DCR is hereinafter referred to as "the Whole Project". The Whole Project shall be known as "Rustomjee Paramount" ;
- S. The details pertaining to the title/rights/entitlement of the Promoter to the Said Land is as detailed in the Title Certificates dated July 23, 2015 and February 15, 2017 issued by M/s. S. Mahomedbhai & Co., Advocates & Solicitors. Copies of the said Title Certificates certifying the title of the Promoter to develop the said Land are annexed hereto and marked collectively as Annexure "2" Colly. Copies of the Property Register Cards & Extracts relating to the said Land are annexed hereto and marked collectively as Annexure "3" Colly;
- T. The development of the wing more particularly mentioned in the Fifth Schedule hereunder written and hereinafter referred to as "the said Wing" is a phase of the Whole Project (as defined above) and proposed as a "real estate project" by the Promoter and has been registered as a 'real estate project' as is more particularly mentioned in Fifth Schedule hereunder written and hereinafter referred to as "the Real Estate Project" with the Real Estate Regulatory Authority ("Authority"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("RERA") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("RERA Rules"). The Authority has duly issued the Certificate of Registration for the Real Estate Project, as per the details more particularly mentioned in the Fifth Schedule hereunder written and is hereinafter referred to as "the RERA Certificate" and a copy of the RERA Certificate is annexed hereto as Annexure "4".



*[Handwritten mark]*

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| ११७२-६७  | १०२ |

The Allottee has, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his Advocates and Planning and Architectural consultants. The Allottee has agreed and consented to the development of the Whole Project. The Allottee has also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.

V. The principal and material aspects of the development of the Real Estate Project as sanctioned under the RERA Certificate, are briefly stated below-

- (i) The Real Estate Project shall be known by such name as mentioned in Fifth Schedule hereunder written.
- (ii) The Real Estate Project shall consist and comprise of such number and type of floors / levels as are more particularly mentioned in the Fifth Schedule hereunder written and hereinafter referred to as "Floor Composition".
- (iii) The total floor space index ("FSI") consumed/proposed to be consumed in the Real Estate Project is more particularly set out in the Fifth Schedule hereunder written;
- (iv) The common areas, facilities and amenities in the Real Estate Project which may be usable by the Allottee are listed in the **Second Schedule** hereunder written ("**Real Estate Project Amenities**") and shall be completed/delivered with the completion of the Real Estate Project.



The Promoter shall be entitled to put hoarding/boards signage / boards to reflect the name of "Rustomjee" and/or "Rustomjee Paramount" and/or "Paramount" by Rustomjee (and/or any brand name the Promoter is permitted to use or as desired by the Promoter), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Real Estate Project and on the façade, terrace, or any other part of the Real Estate Project. The Promoter shall also be entitled to place, select, decide hoarding/board sites.

- (vi) The Promoter shall be entitled to designate any spaces/areas in the Real Estate Project (including on the terrace and basement levels of the Real Estate Project) for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the Allottee and other allottees of apartments/flats in the Real Estate Project and/or other allottees in the Whole Project. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method. For this purpose, the Promoter may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, base sub-stations, towers, etc.

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The service areas located within the Real Estate Project shall be earmarked by the Promoter including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps, and equipment, etc. and other permitted uses as per zoning plans/building plans. The Allottee shall not be permitted to use the service areas, etc. in any manner whatsoever and the same shall be reserved by the Promoter for rendering maintenance services.

- (vii) The competent authority including the SRA has sanctioned plans for construction of the Real Estate Project and has issued the Intimation of Approval and Commencement Certificate with respect to the Real Estate Project as per details more particularly mentioned in the Fifth Schedule hereunder written and hereinafter referred to as "IOA" and "CC" respectively.

Copies of the IOD and CC are annexed hereto and marked as Annexure "5" and Annexure "6" respectively hereto;

- (viii) The SRA has issued issued Layout Approval dated 14<sup>th</sup> July 2017 bearing reference no. H-W/PVT/0021/20010119/LAY with respect to the Real Estate Project/Whole Project.

- (ix) The sanctioned plans include the building plan, section, specifications and details of the said Wing / Real Estate Project. The building plans / section plan of the said Wing / Real Estate Project is hereinafter referred to as "Building Plan" and is annexed hereto and marked as Annexure "7".

The above details along with the annexures to the REIA Certificate, are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in>.

- V. The principal and material aspects of the development of the Whole Project as disclosed by the Promoter are briefly stated below;

- (i) The Free Sale Portion shall be developed in a phase-wise manner.
- (ii) The Promoter proposes to consume (a) Total FSI of 95670.93 square meters, (b) Compensatory Fungible FSI thereon and (c) area free of FSI in respect of the Whole Project;
- (iii) The Allottee has perused a copy of the plan which specifies the location of the existing/new/future/further wings to be built on the Free Sale Portion, together with a draft proforma specifying the proposed total FSI proposed to be utilized on the Free Sale Portion and also, the tentative locations where common areas, facilities and amenities, reservations and other open and built-upon spaces are proposed to be situated ("Proposed Layout Plan"). The copy of the

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 Proposed Layout Plan is annexed hereto and marked as Annexure  
 "8" hereto.  
 (iv) The common areas, facilities and amenities in the Whole Project that  
 may be usable by the Allottee along with the other allottees of the  
 Whole Project are listed in the **Third Schedule** hereunder written  
 ("Whole Project Amenities") and the same shall be  
 completed/delivered with the completion of the Whole Project.

(v) The Promoter shall be entitled to designate any spaces/areas in the proposed buildings of the Whole Project (including on the terrace and basement levels of such towers comprised in the Whole Project) for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the other allottees in the Whole Project. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method. For this purpose, the Promoter may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, base sub-stations, towers, etc. which may be common amongst some / all real estate projects within the Whole Project on the Free Sale Portion.

(vi) The Promoter shall be entitled to put hoarding/boards signage / boards to reflect the name of "Rustomjee" and/or "Rustomjee Paramount" and/or "Paramount" by Rustomjee (and/or any brand name the Promoter is permitted to use or as desired by the Promoter). in the form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Free Sale Portion and on the façade, terrace, or any other part of the wings as may be developed from time to time. The Promoter shall also be entitled to place, select, decide hoarding/board sites.



(vii) The Promoter will comply with all the terms and conditions of statutory approvals as amended from time to time. The Bombay High Court vide its order dated 12<sup>th</sup> February 2013 in Notice of Motion no 3 of 2013 in Writ Petition no 1152 of 2002 has permitted the reservation of playground under the development plan to be increased from 1156 sq. meters to 1210.56 square meter in terms of the Minutes of Order dated 12 February 2013 permitting the change in location of playground.

(viii) The nature of development of the Free Sale Portion will be phase wise and would constitute a mixture of users as may be permissible under applicable law from time to time.

(ix) The Promoter would be entitled to aggregate any contiguous land parcel with the development of the Free Sale Portion / Said Land, as provided under the Proviso to Rule 4(4) of the RERA Rules.

- (V) The Promoter is entitled to amend, modify and/or substitute the proposed future and further development of the Free Sale Portion Said Land, in full or in part, as may be required by the applicable law from time to time.

The above details and further aspects of the proposed future and further development of the Said Land, are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in>.

- W. The Allottee is/are desirous of purchasing on ownership basis, residential premises / flat more particularly described in **Fifth Schedule** hereunder written, hereinafter referred to as "the said Premises" and shown in red hatched lines on the typical floor plan annexed hereto as **Annexure -9** which shall be situated in the Real Estate Project;
- W. By and under an Indenture of Mortgage dated September 7, 2015 made and entered into by the Company in favour of ICICI Bank Limited, the Company has against the mortgage security *inter alia* of the said Land together with the structures standing thereon (including the Real Estate Project) and an exclusive charge by way of a registered mortgage of the scheduled receivables by ICICI Bank. The said Indenture of Mortgage is registered in the office of the Sub Registrar of Assurances, Andheri No. 2, Mumbai Suburban District under Serial No. BDR4 7088/2015 dated September 23, 2015;
- X. By and under an Order dated September 22, 2016 of the Hon'ble High Court of Judicature at Bombay made in Company Scheme Petition No. 292 of 2016 connected with Company Summons for Direction No. 341 of 2016, the Hon'ble Court was pleased to order and direct that the Company being Sugamini Holding & Estate Developers Pvt. Ltd. be amalgamated with the said Promoter and was further pleased to grant sanction of the Hon'ble Court under Sections 391 to 394 of the Companies Act, 1956 in the Scheme of Amalgamation of the Company with the said Promoter and the respective Shareholders. Accordingly the development rights with respect to the Entire Property (which includes the Said Land) are vested with the Promoter and the Promoter is *inter alia* entitled to develop the Said Land in accordance with the LOL 10A, CC (as may be amended re-endorsed from time to time and such further and other approvals, sanctions and permissions obtained to be obtained with respect to the Said Land;
- Y. The Promoter has entered into a standard Agreement with Smt. Sangita Sher of M/s. MITL, an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.
- Z. The Promoter has appointed M/s. Ascent Consulting Engineers a structural Engineer for the preparation for the preparation of the structural design and drawings of the Whole Project including the Real Estate Project. The Whole Project including the Real Estate Project shall be under the professional supervision of the Architect and the Structural Engineer and it is clarified that the Promoter is entitled to appoint any other licensed architects

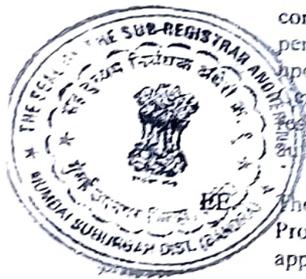
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| 991028   | surveyors and/or structural engineers in place of them, if so desired by the Promoter till the completion of the  |
| AA.      | The Promoter has also furnished to the Allottee, copies of all the deeds, documents and writings relating to the rights of the Promoter to develop the Larger Property (including the Transaction Documents) and has also furnished to the Allottee copies of all the approvals and sanctions obtained by the Promoter from the SRA, Ministry of Environment and Forests and all other statutory and relevant authorities for the development of the Larger Property including such other documents as are specified under RERA and RERA Rules. The Allottee has duly examined and verified the same through his lawyers and technical advisors and is satisfied with the same and on the basis thereof has agreed to purchase the said Premises; |

AA. The Promoter has also furnished to the Allottee, copies of all the deeds, documents and writings relating to the rights of the Promoter to develop the Larger Property (including the Transaction Documents) and has also furnished to the Allottee copies of all the approvals and sanctions obtained by the Promoter from the SRA, Ministry of Environment and Forests and all other statutory and relevant authorities for the development of the Larger Property including such other documents as are specified under RERA and RERA Rules. The Allottee has duly examined and verified the same through his lawyers and technical advisors and is satisfied with the same and on the basis thereof has agreed to purchase the said Premises;

BB. The Promoter has the right to sell the said Premises in the Real Estate Project being constructed / to be constructed by the Promoter, to enter into this Agreement with the Allottee of the said Premises and to receive the Sale Consideration (as defined hereinbelow) in respect thereof;

CC. The Allottee has/have demanded inspection/information from the Promoter and the Promoter has given inspection to the Allottee of all the documents of title by which the Promoter has acquired right, title and interest to develop, and all the approvals and sanctions issued by relevant authorities for the development of the said Land, Real Estate Project and Whole Project and all the documents mentioned in the Recitals hereinabove and such other documents as are specified under RERA and the Rules and Regulations made thereunder;

DD. 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 or Building Completion Certificate (as may be applicable) in respect of the Real Estate Project shall be granted by the competent authority;



The Promoter has accordingly commenced construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove;

CC. Prior to execution of this Agreement, the Allottee has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises, made enquiries thereon and is satisfied with respect to, (i) the title of the Promoter to develop the Real Estate Project and the Whole Project, and such title being clear and marketable; (ii) the approvals and permissions (including IOA and CC) obtained till date and (iii) the Promoter's entitlement to develop the Real Estate Project and the Whole Project and to construct the Real Estate Project thereon as mentioned in this Agreement and applicable law and sell

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the premises therein. The Allottee hereby undertak(s) not to hereafter raise any objection and/or make any requisitions with respect to the title of the Promoter to the Said Land.

- DD. The Allottee undertakes that he has verified with his financial advisor and confirms that the Allottee has/have the financial capability to consummate the transaction.
- EE. 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.
- FF. The Promoter has agreed to sell to the Allottee and the Allottee has agreed to purchase and acquire from the Promoter, the said Premises, at or for the price more particularly mentioned in the **Fifth Schedule** hereunder written and hereinafter referred as the "**Sale Consideration**" payable by the Allottee to the Promoter in the manner set out in the **Sixth Schedule** hereunder written. Prior to the execution of these presents, the Allottee has paid to the Promoter part payment of the Sale Consideration of the said Premises as more particularly mentioned in the Sixth Schedule hereunder written (the payment and receipt whereof the Promoter doth hereby admit and acknowledge);
- GG. Prior to the execution of these presents, the Allottee has paid to the Promoter the part payment of the Sale Consideration of the said Premises as more particularly mentioned in the Sixth Schedule hereunder written as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee agrees to pay to the Promoter, the balance of the Sale Consideration in the manner more particularly set out in the Sixth Schedule hereunder written.
- HH. 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 or Building Completion Certificate (as may be applicable) in respect of the Real Estate Project shall be granted by the competent authority.
- II. Under Section 13 of the said Act the Promoter is required to execute a written Agreement for sale of the said Premises with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908
- JJ. Now therefore, in consideration of the foregoing and the mutual covenants and promises contained herein and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties intending to be bound legally, agree as follows:

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*[Handwritten signature]*

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 KK This Agreement shall be subject to the provisions of RERA, RERA Rules and all other Rules, Regulations, Office Orders, Circulars and Rulings made thereunder and/or by the Authority/Appellate Tribunal from time to time.  
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The list of Annexures attached to this Agreement are stated hereinbelow, -

|            |  |
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| Annexure 1 | Copy of the plan identifying the Larger Property / Said Land |
| Annexure 2 | Copy of Title Certificate                                    |
| Annexure 3 | Copy of Property Register Cards                              |
| Annexure 4 | Copy of the RERA certificate                                 |
| Annexure 5 | Copy of the IOA  |
| Annexure 6 | Copy of the CC   |
| Annexure 7 | Copy of the Building Plan                                    |
| Annexure 8 | Copy of the Proposed Layout Plan                             |
| Annexure 9 | Copy of typical floor plan                                   |

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

1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience, and are not intended in derogation of RERA.
2. The Promoter shall construct the Real Estate Project being the said Wing more particularly described in the Fifth Schedule hereunder written comprising of the Floor Composition more particularly mentioned in the Fifth Schedule hereunder written in accordance with the plans, designs and specifications as approved by the SRA/concerned local authority from time to time. The Real Estate Project shall have the common areas, facilities and amenities that may be usable by the Allottee and are listed in the **Second Schedule** hereunder written.



**PROVIDED THAT** the Promoter shall have to obtain prior consent in writing of the Allottee in respect of any variations or modifications which may adversely affect the said Premises of the Allottee, except, any alteration or addition required by any Government authorities, or, due to change in law, or, any change as contemplated by any of the disclosures already made to the Allottee.

3. **Purchase of the said Premises and Sale Consideration**

- 3.1 The Allottee hereby agrees to purchase and acquire, from the Promoter, and the Promoter hereby agrees to sell to the Allottee, the said Premises as more particularly described in the Fifth Schedule hereunder written and shown in red hatched lines on the typical floor plan (**Annexure "9"** hereto), at and for the **Sale Consideration** more particularly mentioned in Fifth Schedule hereunder written;

Handwritten signatures and initials of the parties.



Provided further that in case the Allottee fails to produce such certificate within the stipulated period of 4 (four) months, the Promoter shall be entitled to appropriate the said deposit unto itself as and in way of receivables from the Allottee.

The Sale Consideration excludes taxes (consisting of tax paid or payable by way of Value Added Tax ("VAT"), Service Tax, Goods and Services Tax ("GST") 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 said Premises and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable payable now or which may become applicable payable in future) including Service Tax, VAT, GST and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and run by the Allottee alone and the Promoter shall not be liable to bear or pay the same or any part thereof.

The Sale Consideration 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 for increase in development charges, cess, 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, which shall only be applicable on subsequent payments.

The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Real Estate Project is complete and the Occupancy Certificate is granted by the SRA Competent Authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation up to three percent. The total Sale Consideration payable based on the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then the Promoter shall refund the excess money paid by Allottee within forty-five days. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee prior to taking possession of the said Premises. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 3.1 of this Agreement.



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- 3.9 On a written demand being made by the Promoter to the Allottee with respect to any amount (whether Sale Consideration or any other amount payable in terms of this Agreement), the Allottee shall pay such amount to the Promoter, within 15 (fifteen) days of the Promoter's said written demand, without any delay, demur or default.
- 3.10 The Allottee is aware that in the event any cheque issued by the Allottee to the Promoter with respect to any amounts payable by the Allottee in connection with the said Premises is dishonored/is returned unpaid for whatsoever reason, cheque return charges of Rs 5000/- (Rupees Five Thousand only) and an amount equivalent to 1% of the cheque amount towards administrative expenses per event will be additionally payable by the Allottee by way of reasonable pre-estimate of damages in the nature of liquidated damages to the Promoter, and not penalty including Service Tax, if any applicable on such charges.
- 3.11 Notwithstanding anything to the contrary, the Allottee hereby unconditionally and irrevocably authorizes the Promoter to adjust/appropriate all payments made by the Allottee, firstly against any cheque return charges and administrative expenses as mentioned herein, secondly against any interest on delayed payments, thirdly against any government dues / taxes payable with respect to the said Premises, and lastly against any outstanding dues / amounts (including the Sale Consideration) in pursuance of this transaction. The Allottee agrees and undertakes not to raise any objection or claims with regard to such adjustments and waives his right to do so in this regard. The rights of the Promoter under this clause shall be without prejudice to the rights and remedies of the Promoter under this Agreement and at law including the right to terminate this Agreement.
- 3.12 If the Allottee enters into any loan/financing arrangement with any bank/financial institution, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement, as per the installment schedule mentioned in the Sixth Schedule hereunder written (which will not absolve Allottee of its responsibilities under this Agreement).
- 3.13 The Promoter shall be entitled to securitise the Sale Consideration and other amounts payable by the Allottee under this Agreement (or any part thereof), in the manner permissible under RERA, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Sale Consideration and other amounts payable by the Allottee under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee shall be required to make payment of the Sale Consideration and other amounts payable in accordance with this Agreement, in the manner as intimated.

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The Sale Consideration is only in respect of the said Premises. The Promoter has neither charged nor recovered any price for the Parking Space/s, limited common areas and the common areas facilities and amenities (except as specified in this Agreement).

4. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the MCGM at the time of sanctioning the said plans or thereafter and shall, before offering possession of the said Premises to the Allottee, obtain from the SRA/Competent Authority, the Occupation Certificate or Building Completion Certificate in respect of the said Premises (as may be applicable).

5. Time is of the essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the said Premises and offering possession of the Premises to the Allottee after receiving the Occupation Certificate in respect thereof and the common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee and are listed in the Fifth Schedule hereunder written.

Similarly, the Allottee shall make timely payments of all instalments of the Sale Consideration and other amounts / dues payable by him and meeting, complying with and fulfilling all his other obligations under this Agreement.

6. **DISCLOSURES TO THE ALLOTTEE & RIGHTS AND ENTITLEMENTS OF THE PROMOTER**

The Allottee is aware and agree(s), declare(s) and confirm(s) that -  
Title:

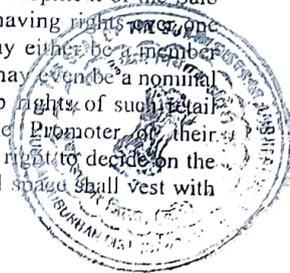


- 6.1.1 The Promoter is re-developing/ developing the Said Land / Free Sale Portion under Regulation 33(10) and other applicable provisions of the DCR and the development of the Real Estate Project is part of the phase-wise development of the Free Sale Portion, which presently is a residential user and may at any time include commercial and retail premises and such other user, development as may be permitted under applicable law
- 6.1.2 The Allottee has satisfied himself about the title of the Promoter to the Said Land/Free Sale Portion and the entitlement of the Promoter to develop the Said Land / Free Sale Portion. The Allottee shall not be entitled to further investigate the title of the Promoter and no requisition or objection shall be raised on any matter relating thereto.
- 6.1.3 The Promoter proposes to develop the Real Estate Project (including by utilization of the full development potential) in the manner more particularly detailed at Recital above and Allottee has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.

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- 6.1.4 The Promoter proposes to develop the Whole Project comprising of the Free Sale Project (by utilization of the full development potential) and develop the same in a phase-wise manner and undertake multiple real estate projects therein in the manner more particularly detailed at Recital above and as depicted in the Proposed Layout Plan at Annexure 8 hereto and the Allottee has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.
- 6.1.5 The right of the Allottee under this Agreement is only restricted to the said Premises agreed to be sold by the Promoter to the Allottee subject to payment of all the amounts stipulated herein and compliance by the Allottee of all the terms and conditions specified herein and with respect to this transaction. All other premises/units/flats shall be the sole property of the Promoter and the Promoter shall be entitled to sell, transfer and/or deal with and dispose of the same without any reference or recourse or consent or concurrence from the Allottee or any member of the said Society as the case may be, in any manner whatsoever.
- 6.1.6 The Promoter shall as stated above be entitled to construct the retail space / commercial space in the Free Sale Building/s over one or more floors as the Promoter may in its scheme of development of the Said Land deems beneficial. The persons or person having rights in one or more such retail space/ commercial space may either be a member of the said Society (as defined hereinbelow) or may be a nominal member of the said Society with the ownership rights of such retail space/ commercial space being vested in the Promoter or their nominees or a member, as the case may be. The right to decide on the rights in respect of such retail space/ commercial space shall vest with the Promoter alone.
- 6.2 Approvals:**
- 6.2.1 The Allottee has satisfied himself with respect to the approvals and permissions issued in respect of the development of the Real Estate Project, the Whole Project, the Free Sale Portion and the Said Land.
- 6.2.2 The draft Development Plan of 2034 is pending finalisation by the State Government. The Allottee is further aware that in the event if the said Larger Land is affected by the Final Development Plan of 2034 in the manner as stated above, the area of the said Larger Land shall stand reduced proportionately;
- 6.2.3 The Allottee has satisfied himself with respect to the drawings, plans and specifications in respect of the Real Estate Project, the layout thereof, the layout of the Whole Project, the Free Sale Portion and the Said Land including IOD, CC, layout plans, building plans, floor plans, designs and specifications, common areas, facilities and amenities (including as mentioned in the Fifth Schedule hereunder written), and



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6.2.4

the entitlement of the Promoter to provide and designate Real Estate Project Amenities and Whole Project Amenities.

6.2.4 At present, the Promoter estimates that the full and maximal development potential of the Whole Project, the Free Sale Portion, the Said Land, the Entire Property and the Adjoining Properties as mentioned at Recital above may permit utilisation of upto 44,000 sq mtrs FSI plus Compensatory Fungible FSI plus free of FSI areas on the Free Sale Portion / Said Land and/or Adjoining Properties. The aforesaid development potential may increase during the course of development of the Whole Project, the Free Sale Portion, the Said Land, the Entire Property and/or Adjoining Properties, and the Promoter shall be entitled to all such increments and accretions as mentioned at Recital above.

6.2.5 The Promoter currently envisages that the Whole Project Amenities as stated in the **Third Schedule** hereunder written, shall be provided in the layout of the Whole Project and said Land. Whilst undertaking the development of the Whole Project and said Land to its full and maximal potential as mentioned in the Recitals above, there may be certain additions/modifications to the common areas facilities and amenities detailed in the **Third Schedule** hereunder written and/or relocations/realignments/re-designations/changes in the common areas facilities and amenities, and the Allottee hereby consents and agrees to the same;

6.2.6 As mentioned in the Recitals above, the Allottee has carried out his independent due diligence and search in respect of the development of the Real Estate Project and Whole Project being undertaken by the Promoter and pursuant thereto, find no inconsistency in the development/construction of the Real Estate Project, the Whole Project and the said Land, and also in compliance of applicable laws including but not limited to the DCR.



**Construction & Finishing:**

6.3.1 The Promoter has 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 shall collectively approach the third-party contractor(s) for the rectification of the defect(s).

6.3.2 If within a period of 5 (five) years from the date of handing over the said Premises to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said Premises or the said 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 case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter,

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compensation for such defect in the manner as provided under the RERA ("Defect Liability"). It is further clarified that the Promoter shall not be liable for any defects caused by reason of the willful default and/or negligence of the Allottee and/or any act or omission of the Allottee or any person under the Allottee's directions and/or any other allottees in the Real Estate Project. It is further clarified that the works relating to maintenance shall be undertaken by the Facility Management Agency (described below) and would not be within the ambit of this clause. It is further clarified that the Defect Liability shall not cover such damages as are caused due to any Force Majeure Event or such items for which the manufacturer itself provides any warranty/guarantee including on account of any repairs / redecoration / any other work undertaken by the Allottee and/or any other allottee/person in the Real Estate Project and/or the Whole Project.

- 6.3.3 On the formation of the said Society of the Real Estate Project, the Allottee shall carry out the necessary repairs, structural audit, fire safety audit at regular intervals as may be required by the Chief Fire Officer or any other competent authority.
- 6.3.4 The utility meters such as electric and gas meters will initially be in the Promoter's name and it shall be the Allottee's obligation to get the same changed to their names in the records of the utility companies. Notwithstanding the meters standing in the name of the Promoter, it will be the responsibility of the Allottee to make payment of all utility charges from the date the possession of the said Premises is offered to the Allottee. This clause shall operate as no-objection (NOC) of the Promoter for transfer of the names (i.e. from the Promoter to the Allottee) in the records of the utility companies. However, in case the Allottee requires any specific letter/NOC from the Promoter then the Promoter agrees to provide the same only at the request of the Allottee.
- 6.3.5 Notwithstanding the other provisions of this Agreement, the Promoter shall be entitled to nominate any one or more persons including itself or any of its subsidiaries ("Facility Management Agency") to manage the operation and maintenance of the Real Estate Project / Whole Project to be constructed on the Free Sale Portion, common amenities, common areas, facilities and infrastructure on the Free Sale Portion after the completion of the development of the Free Sale Portion, i.e. completion of the Whole Project. The Promoter shall have the authority and discretion to negotiate with such Facility Management Agency and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/them. The cost incurred / to be incurred in appointing and operating the Facility Management Agency

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shall be borne and paid by all the allottees of the Whole Project including the Allottee on a pro-rata basis. Such charges may vary and the Allottee agrees that it shall not raise any dispute regarding the appointment of any Facility Management Agency by the Promoter for the said Real Estate Project / Whole Project or towards the maintenance charges determined by such agency. The Allottee agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter and/or the Facility Management Agency including for the smooth working and proper use of the amenities and facilities, including without limitation, payment of the Allottee's share of the service charges that may become payable, from time to time. The Allottee is aware that the Promoter is not in the business of providing services proposed to be provided by the Facility Management Agency. The Parties hereto agree that the Promoter is not and shall not be responsible or liable in connection with any defect or the performance or non-performance or otherwise of the services provided by the Facility Management Agency.

7. **Possession Date, Delays and Termination:**

7.1 The Promoter shall give possession of the Premises to the Allottee on or before the date more particularly mentioned in the Schedule hereunder written and hereinafter referred to as the **Possession Date**. Provided however, that the Promoter shall be entitled to extension of time for giving delivery of the Premises on the Possession Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors: -



- (a) Any force majeure events; War, Civil Commotion
- (b) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;
- (c) Any stay order / injunction order issued by any Court of Law, competent authority, MCGM, statutory authority;
- (d) Any other circumstances that may be deemed reasonable by the Authority.

**Force Majeure Event** shall mean any event or circumstance or combination of events or circumstances set out below that materially affects any Party in the performance of its obligations in accordance with the terms of this Agreement, but only if and to the extent that such events and circumstances pertain to the Real Estate Project/Whole Project as applicable, or have a direct effect on the execution of the Real Estate Project/Whole Project and are not occasioned by any default or breach on the part of such Party and include the following:

- (a) Earthquake, flood, inundation and landslide.
- (b) Storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances.

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