

THIS AGREEMENT is made at Mumbai this _____ day of _____ 2024 Between

SHIVRANJANI PROPERTIES LLP,

a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 and having its Principal Place of business at 601, Orbit Plaza, New Prabhadevi Marg, Prabhadevi, Mumbai - 400 025, Maharashtra, **Having LLPIN No: AAB-2001 and Permanent Account No: ACFFS7659Q,**

Hereinafter called "**the PROMOTERS**" (which expression shall under it be repugnant to the context or meaning thereof mean and include its successors and assigns) of the **One Part**

And

1. Ms. Snehal Shivram Mijar (Nee Mrs Snehal Sidhartha Rokade) 2. Mr. Sidhartha Prakash Rokade 3. Mr. Shivram Bhuwar Mijar residing/having address at **A-502 Crystal Enclave, Near Prime Academy School, Military Road, Marol, Andheri East (400 059)** and holding **Permanent Account No(s). APLPM2281H 2) ANGPR3983G 3) AHNPM8447M**

hereinafter called "**the ALLOTTEE**" (which expression shall in the case of individuals mean and include the female gender and the plural, and unless it be repugnant to the context or meaning thereof his/her/their respective heirs executors administrators and permitted assigns, and in the case of a partnership firm the partners for the time being thereof, the survivors or last survivor of them and the heirs, executors and administrators of the last survivor of them and his/her/their/its permitted assigns, and in the case of a Company/Society/ Limited Liability Partnership its successors and permitted assigns, and in all cases all persons claiming by under or through such Allottee including his/her/their/its successors-in-interest) of the **Other Part**:

(the Promoters and the Allottee are hereinafter individually referred to as "**the Party**" and collectively referred to as "**the Parties**")

W H E R E A S:

- A1. 16, Hissa No. 11, CTS No. 124 of Village Marol, admeasuring 17,377 sq. mtrs. or thereabouts, having acquired the same from one Neil John Creado & Ors. by and under a Deed of Conveyance dated 2nd December 1971 executed by the aforesaid persons in their joint favour and registered at the Mumbai Sub-Registry under Serial No. 5274 of 1971 (the said land is more particularly described **Firstly** in the **First Schedule** hereunder written and hereinafter referred to as "**the said First Land**"),
- A2. Prior to 7th June 1979, the said Gulamali and Akbarali Alimahomed Porbunderwala were also entitled as owners to land bearing Survey No. 16, Hissa No. 8, CTS No. 125 of Village Marol, admeasuring 1,192 sq. mtrs. or thereabouts, they having acquired the same by and under a Deed of Conveyance dated 14th January 1960 from one Anthony John Joseph Creado & Ors. and registered at the Mumbai Sub-Registry under Serial No. 75 of 1960, (the said land is more particularly described **Secondly** in the **First Schedule** hereunder written and hereinafter referred to as "**the said Second Land**", and the said First Land and the said Second Land are hereinafter collectively referred to as "**the First Schedule Lands**"),

- A3. By an arrangement arrived at amongst, inter alia, the owners of the said First Land and the said Second Land, and recorded on 7th June 1979 in the form of an Award by one Alimahomed Kachra Porbunderwala (therein described as an Arbitrator), the said Alimahomed Kachra Porbunderwala allotted the said First Land to the said Gulamali, the said Salim and the said Amirali in the ratio of 50:25:25, and the said Second Land to the said Salim and the said Amirali in the ratio of 50:50; the said Award is registered at the Mumbai Sub-Registry under Serial No. 1011 of 1979,
- A4. By a further consensual arrangement, also styled as an Award, made by one Mahomedali Kassamali Porbunderwala and Amirali Alimahomed Porbunderwala and dated 7th January 1980, the parties thereto, viz. Akbarali Alimahomed Porbunderwala, the said Amirali, the said Salim and one Mrs. Noorjehan Salimali Porbunderwala ("**the said Mrs. Noorjehan**", being the wife of the said Salim) agreed that the said Amirali shall not claim any right to the First Land and the said Second Land, and the same shall be equally shared between the said Salim and the said Mrs. Noorjehan; the said Amirali was allotted and accepted rights in certain properties as more particularly recorded therein; the said arrangement was confirmed by the parties thereto by affixing their signature at the foot thereof: still thereafter by a Deed of Confirmation dated 28th March 1995, the said Mahomedali Kassamali Porbunderwala and the said Amirali Alimahomed Porbunderwala recorded and confirmed the said Arrangement and Award dated 7th January 1980, and annexed a copy thereof to the said Deed of Confirmation and registered the same at the Mumbai Sub-Registry under Serial No.BBJ/3346 of 1995,
- A5. In the circumstances, consequent on the aforesaid two Awards and arrangement, the said First Land came to vest in the said Gulamali, the said Salim and the said Noorjehan in the ratio of 50:25:25 respectively; further, the said Second Land came to vest in the said Salim and the said Mrs. Noorjehan in the ratio of 50:50.
- A6. The said Salim and the said Mrs. Noorjehan apparently had entered into certain Agreements for Sale of their aggregate 50% share in the said First Land and their 50% share each in the said Second Land to one Homeland Developers Pvt. Ltd.; aggrieved by the alleged refusal on the part of the said Salim and the said Mrs. Noorjehan to specifically perform their obligations under the said alleged Agreement, the said Homeland Developers Pvt. Ltd. filed Suit No. 3537 of 1995 in the Hon'ble Bombay High Court, inter alia, seeking specific performance of the alleged undated Agreement allegedly arrived at between the said Salim and the said Mrs. Noorjehan in favour of the said Homeland Developers Pvt. Ltd.,
- A7. One Shivranjani Properties Pvt. Ltd. ("**SPPL**") (the predecessor-in-interest of the Promoters), being desirous of obtaining development rights of the said First Schedule lands, decided to obtain development rights from the said Gulamali, the said Salim and the said Mrs. Noorjehan, insofar as it relates to the said First Land and the said Second Land; though in terms as recorded above, the said Amirali had no right title or interest to or in any part of the said First Land and the said Second Land, the said SPPL, with a view to achieve unhindered development also agreed to pay consideration and obtain from the said Amirali development rights of whatever right title and interest he claimed to and in the said First Land and the said Second Land with authority to transfer the same to and in favour of the Co-operative Society got registered by acquirers of Apartments in the building/s constructed on the said First Land and the said Second land,

- A8. Accordingly, and pursuant to the above, the said Amirali by an Agreement for Development dated 30th December 2006 registered at the Bandra Sub-Registry under Serial No. BDR-1/299 of 2007 irrevocably granted to the said SPPL development rights of the 25% share in the said First Land and 50% share in the said Second Land claimed by him for the consideration and on the terms and conditions therein set forth and recorded; the said Amirali also thereupon made and executed in favour of the said SPPL a Power of Attorney granting to the said SPPL power and authority in respect of his share in the said First Land and in the said Second Land, including the power to, in due course, transfer and convey his right title and interest in the said First Land and in the said Second Land to and in favour of the said SPPL or its nominee/s; the said Power of Attorney is registered at the Bandra Sub-Registry under Serial No. BDR-1/300 of 2007,
- A9. The said Gulamali had died on 13th January 2005 and his share in the said First Land had devolved on his widow Mrs. Sakina Gulamali Porbunderwala; the said Mrs. Sakina Gulamali Porbunderwala, by a registered Development Agreement dated 20th February 2007 irrevocably granted to the said SPPL development rights of her share right title and interest to and in the said First Land; she also made and executed a Power of Attorney dated 20th February 2007 in favour of the said SPPL; the said Development Agreement and the said Power of Attorney are registered at the Bandra Sub-Registry under Serial No. BDR-4-1313 of 2007 and BDR-4-1314 of 2007 respectively,
- A10. The said Salim and the said Mrs. Noorjehan thereafter by a Development Agreement dated 4th December 2007 registered at the Bandra Sub-Registry under Serial No. BDR-1/11048 irrevocably granted to the said SPPL development rights of their aggregate 50% share in the said First Land and 100% aggregate rights in the said Second Land with right and authority to the said SPPL, in due course to transfer and vest their right title and interest to the said First Land and the said Second Land to and in favour of the said SPPL or its nominee/s; the said Salim and the said Mrs. Noorjehan also on the same date made and executed an irrevocable Power of Attorney in favour of the said SPPL granting them various powers and authorities to be exercised of and incidental to the development of the said First Land and the said Second Land, including to ultimately transfer the said First Land and the said Second Land in favour of the said SPPL or its nominee/s; the said Power of Attorney is registered at the Bandra Sub-Registry under Serial No. BDR-1/11049 of 2007,
- A11. In the circumstances, the Promoters are by virtue of the aforesaid Agreements entitled to the development rights of the said First Land and the said Second Land,
- A12. Subsequent to the obtaining of development rights from the said Salim and the said Mrs. Noorjehan, the said SPPL settled with the said Homeland Developers Private Ltd. and thereupon joined as a party-Defendant to Suit No. 3537 of 1995, and on the joint application of the parties, the Hon'ble Bombay High Court was pleased to dispose of the said suit on 4th December 2007 by passing a decree in terms of Consent Terms signed between the parties; in terms of the said Consent Terms, the said Homeland Developers Private Ltd. recorded and confirmed that on execution of the Consent Terms, they do not have any share right title or interest against the said Salim and the said Mrs. Noorjehan in respect of the said First Land and the said Second Land, and further that they have no objection to the said Salim and the said Mrs. Noorjehan entering into any arrangement with the said SPPL in respect of the said First Land and the said Second Land,

- A13. Pursuant to the direction of the State Government passed in an Appeal preferred by the holders of the First Schedule Lands by its Order dated 26th November 2007, the Dy. Collector and Competent Authority appointed under Sec. 20(1) of the Ceiling Act as on 15th June 2008 passed an Order exempting an area of 5387.17 sq. mtrs. out of the said First Schedule lands determined to be surplus on the terms and conditions specified in the said Order,
- A14. The State Government thereafter issued Government Resolution on 1st August 2019 notifying a policy to release lands affected by exemption orders passed under Section 20 of the Act by accepting payments as set out in the Resolution,
- A15. The Promoters (as the successor-in-title of the said SPPL – as hereinafter stated) have applied to the State Government in terms of the policy contained in the Government Resolution to release the lands admeasuring 5387.17 declared as Surplus Vacant Land and granted Scheme under Sec.20 of the Act affected by the said Exemption Order, and the State Government has accepted a sum of Rs. 5,27.73,610/- as premium on such gross surplus vacant land; despite the payments made in respect of the entire extent of lands confirmed in the Exemption Order dated 15th May 2008, the entry regarding the property being affected by the said Act was not being deleted by the Collector, Mumbai Suburban, pleading lack of clarity as to the area on which premium is to be charged.
- A16. Aggrieved by the vacillation on the part of the Government in deleting the entry despite the premium being paid on the entire extent of the Surplus Vacant Land as comprised in the Exemption Order, the State Government, the Promoters have in the name of the said Salim filed Writ Petition No. 4849 of 2022 before the Hon'ble Bombay High Court seeking 4849 of 2022 before the Hon'ble Bombay High Court seeking a writ directing the State Government to implement the Government Resolution dated 1st August 2019 read with 23rd June 2021 and raise the appropriate demand in respect of the Surplus Vacant Land out of the First Schedule lands and on payment of such demand relieve the Owners of all terms and conditions of Exemption Order dated 15th May 2008 and for other reliefs as set out in the said Petition; the said Petition is pending admission before the Hon'ble Court; in the meanwhile, the State Government has filed an Affidavit.
- A17 The area of land bearing Survey No. 16, Hissa Nos. 11 of Village Marol which was duly assigned CTS No 124 was sub-divided by the Collector by an Order dated 26th June 1997: the area of the said lands, which was 17377.00 was wrongly reduced to 14,477 sq. mtrs.; aggrieved by the said Order, the said SPPL in the name of the Owners preferred a Revision to the Addl. Commissioner, Konkan Division bearing No. Appeal/Desk/LND/Rev.211 of 2007; the said Revision Petition was disposed of by the Addl. Commissioner, Konkan Division by a detailed Order dated 18th June 2010, by which the Addl. Commissioner, Konkan Division set aside the Order dated 24th June 1997 passed by the Collector, Mumbai Suburban District and directed the Collector to make a fresh inquiry, and pass appropriate Orders; the Promoters (as the successor-in-title of the said SPPL, as hereinafter mentioned) are seeking that the correct area of the total extent of holding of the said First Land and the said Second Land be reflected in the CTS records,
- B. The said SPPL has separately by a Deed of Conveyance dated 12th May 2010 obtained from one Mrs. Mary Ismarld D'souza & 3 Ors. as owners, one Ekta Co-operative Housing Society Ltd. as Lessee, one Ramchandra Gangaram Kanase & 18 Ors., the members of the said Society as the Confirming Parties, and one Build Arc Engineers & Developers, also as Confirming Parties, the absolute ownership

of land bearing Survey No. 16, Hissa No. 7, CTS No. 126 of Village Marol (which land is more particularly described in the **Second Schedule** hereunder written and hereinafter referred to as “**the Second Schedule lands**”) for the consideration and in the manner recorded in the said Deed of Conveyance; the said Deed of Conveyance is registered at the Bandra Sub-Registry under Serial No. BDR-4/5594 of 2010,

(the said **First Schedule lands** and the said **Second Schedule lands**, are hereinafter collectively referred to as “**the Larger Lands**” the boundaries and extent are as shown on the plan annexed hereto and marked **Annexure “II”**)

- C. Portions of the Larger Lands are reserved for D. P. Road, while other portions thereof are reserved for Rehabilitation and Resettlement of PAP (Project Affected Persons), RR2.1, Garden ROS 1.5 and Amenity Plot offered as per DCPR; the said reservations are being developed under the Accommodation Reservation policy of the Corporation by developing the same, and availing FSI/ TDR in lieu thereof as permissible; further a portion of the said First Land admeasuring approx. 81.25 sq.mtrs. has been taken over by Municipal Corporation of Greater Mumbai (“**Corporation**”) and laid out as a public road; the same are all marked on the Layout as approved by BMC annexed hereto and marked Annexure “**V**”,
- D. The said SPPL has by recourse to the provisions of the Limited Liability Partnership Act, 2008 converted itself into a Limited Liability Partnership, being the Promoters herein, as evidenced by Certificate of Registration on Conversion dated 2nd November 2012 issued by the Registrar of Companies, Maharashtra State; consequent on such conversion, all assets and liabilities and all rights and obligations of erstwhile SPPL has statutorily vested in the Promoters,
- E. In the circumstances, the Promoters are in possession of the Larger Lands in their rights as aforesaid,
- F. The Promoters have applied to the Government of Maharashtra for scrapping of the DP Road proposed through the said First Land, as in fact the same does not serve as access to any land; the Promoters have disclosed that on the area of the said First Land being corrected the area of the Larger Lands may increase for development.
- G. The Promoters alone are entitled to sell, avail of and exploit the total potential of the Larger Lands in such manner as may be permitted; however the total buildable area and the layout and design of the component structures, to the extent to be hereafter developed by the Promoters - i.e. other than that of which they have presently taken up development as set out hereinafter - including as to whether they would be touching buildings or standalone buildings is tentative, and subject to change as per provisions of law, and the Development Control and Promotion Regulations for the time being in force, and is still uncertain on account of the following, viz.
 - i. the result of the inquiry by the Collector ascertaining ownership and actual possession and the availability of the right to construction in respect of the further portions of lands comprised in the ownership of the Owners of the First Schedule lands,
 - ii. the disposal of the representation of the Promoters for change, modification, deletion and/or relocation of reservations on portions of the Larger Lands, and getting the layout of the Larger Lands amended, and the

terms on which and subject to which the development of such reservations or one or more of them may be allowed,

- iii. the correction of the area of the Larger Lands, and the boundaries thereof,
 - iv. the possibility of the Promoters obtaining or acquiring ownership and/or development of adjoining lands, and annexing the same to the Larger Lands, and developing the same as part of the Complex,
- H. In this background, and pending resolution and clarity on various matters aforesaid, the Promoters determined to develop the Larger Lands in stages; in Stage I, the Promoters determined to develop and are developing as Sector I the portions shown marked in the plan annexed and marked as Sector I in **Annexure "I"**,
- I. As part of such development of Sector I of the Larger Lands –
- i. the Promoters have constructed on the said Sector I shown on the said Annexure "I" – as part of the Complex known as **PARK ROYALE** (being constructed on the Larger Lands) in Phases I and II a three level basement below the ground level (numbered B1, B2 and B3 in descending levels), a stilt level (numbered P1), a podium level with stilt thereon (numbered P2) with four Wings, being Wings A – B – C – D rising thereon; the Promoters have completed construction of the said Wings "A", "B", "C" and "D", and obtained Occupation Certificate therefor from the Corporation,
 - ii. the Promoters propose to lay out in Phase III, Wings "E" and "F" in its first phase (Phase III) Wing "E" and Wing "F" are to rise above the stilt level (numbered P2) of stilt and 17 (seventeen) upper floors, and in a further phase (Phase IIIA), to comprise of 18th(eighteenth) to 24th(twenty-fourth) floors above the same,
- the Promoters would accordingly get sanction for Wings "E and "F" in two phases, Phase I of stilt and 17 (seventeen) upper floors and Phase II of 18th (eighteenth) to 24th (twenty-fourth) Floors progressively, by claiming the FSI, TDR and other benefits and compensatory and other right of construction eligible on the Larger Lands – to the extent as for the time being available and claimable,
- J. The Promoters have also proposed in Stage II to develop as Sector II of the Larger Lands the portions shown so marked on the plan annexed hereto and marked **Annexure "II"**, as also the further portions as may get added and available for development in the events set out hereinabove (and also any portions which the Promoters may acquire or in respect of which they may acquire development rights) in terms of a Scheme by which –
- i. the Promoters would get construction sanctioned on Wings G and H adjoining Wings A to F as more particularly shown on the plan of the Larger Lands annexed hereto and marked **Annexure "II"**, in Sector II of the development of the Larger Lands by utilizing, amongst others, the rights and benefits accruing to the Promoters by reason of and consequent on (i) the correction of the area and boundaries of the Larger Lands, (ii) the deletion of the road, and the change and/or deserving of the reservation presently imposed on portions of the Larger Lands, (iii) the compensatory right of construction enuring to the Promoters on account of development and surrender of the portions reserved for their intended purpose to the designated authority,

- ii. insofar as there is a reservation on portions of the said First Land for Housing for Dishoused, the Promoters may develop the same in the manner required and/or permitted under the applicable Regulations (including any modified reservation thereon) from that presently reserved, and by themselves claim, avail of and utilize the compensatory benefit of construction as may become available on surrender, and/or development and surrender of the portions comprised under such reservation to the designated public authority- which they would lay out and construct, as and when the same becomes available, in Wings G and H of the Complex in Sector II; in the alternative, the Promoters may, entirely at their discretion, avail of compensation as may become available on account of such surrender,
 - iii. in the event the areas of the Larger Lands and the boundaries thereof are corrected pursuant to the application of the Promoters (as hereinbefore disclosed), the Promoters shall, subject to the reservations thereon presently continuing, hand over such portions of the Larger Lands as are affected by the reservation for the designated purposes (or so much thereof as are liable to be surrendered) and themselves be entitled to and claim, avail of, use, utilize and exploit all benefits accruing on such account, which also the Promoters would lay out and construct in Sector II of the Complex,
 - iv. in the event the Promoters are unable to get the D. P. Road deleted or the reservation omitted, varied or modified, then and in that event, they shall lay out the D. P. Road in the manner as may be required, and also develop and hand over the reservation as required; in that event the Promoters may, if they become entitled to claim the benefits accruing thereon in the form of compensatory right to construction, then such portion shall also be comprised in the Complex,
 - v. the Promoters would develop as part of the same Complex any contiguous or adjoining lands which they may acquire and annex to the Larger Lands, or in respect of which they may acquire development rights, either by themselves or jointly with any other person/s; in such event the Promoters may extend the amenities and facilities provided in the Complex to acquirers of apartments constructed in the said buildings/wings also; the Promoters may further to accommodate additional areas beyond that as envisaged, lay out and construct as part of the Complex such additional area in other additional wings adjoining Wing "H" or as separate independent building(s) on other open portions of the Larger Lands,
- K. The Promoters have in terms of their Scheme for development of the Larger Lands – and for the benefit of all acquirers / residents of premises in the building/s constructed and to be constructed on the Larger Lands, constructed a Club House and Swimming Pool at the site shown on the plan, **Annexure "II"** hereto, rising to two levels at and above the podium level,
- L. The acquirers of apartments in the buildings/wings to be constructed and/or comprised in Sector II, and who acquire and/or are granted such rights from / by the Promoters, shall also - unless the Promoters determine otherwise - be entitled to avail of amenities and facilities provided elsewhere in the Complex, including in particular, the Car Parking Space in the Basements and Stilt, the open spaces, the Club House and Swimming Pool at the podium and the services and facilities provided at the Basement level for use in the Complex as stated elsewhere in this Agreement; the Promoters shall, even in the event the D.P. Road is required to be laid out, be entitled to grant, permission and authorize, and thereupon such acquirers of apartments from the Promoters on the other

side of such D.P. Road shall share the common areas and amenities and facilities with apartments in the building constructed on the portions of the Larger Lands,

- M. As part of their Scheme for development of the said First Schedule lands and the said Second Schedule lands, the Promoters further propose to sell apartments in the different Wings constructed on portions of the said First Schedule lands and the said Second Schedule lands on 'ownership' basis to interested persons, and to form independent Co-operative Society/ies in respect of one or more Wings and an Apex Co-operative Society / Co-operative Housing Association comprising of individual Societies, with the ultimate intention to transfer and convey the said First Schedule lands and the said Second Schedule lands (after excluding such portion/s thereof as may require to be surrendered to the State Government or to any public authority) to such Apex Co-operative Society / Co-operative Housing Association; the Apex Co-operative Society / Co-operative Housing Association so formed would look after, maintain and manage the common amenities, facilities and services like water/electric supply lines, internal roads, telephone cables, street lighting, fire-fighting arrangements, electric sub-station, drainage/sewer lines, recreation grounds and other related matters; the individual Society would be in independent management of all matters relating to the concerned building/wing, but matters relating to the said First Schedule lands and the said Second Schedule lands and/or common portions thereof would be subject to the governance of the Apex Co-operative Society / Co-operative Housing Association; the Promoters also propose that for the purpose of securing proper maintenance, repair and management of the amenities and facilities provided in the Complex, the Promoters would build in such provisions as they deem necessary inter se the ultimate stakeholders of the Complex as they deem equitable and fair, to secure to the respective groups of stakeholders their respective rights and observance and performance of their duties qua the other groups,
- N. The Complex **PARK ROYALE** being laid out on the Larger Lands is an integrated Complex: as such while amenities and facilities may be laid out in certain portions of the Larger Lands, the same are to avail to the common use and benefit of all acquirers of apartments in buildings laid out across the Complex; the Promoters have pursuant to this intent, got building plans sanctioned, and got laid out the parking spaces for the entire Complex in three basement levels below what is proposed to be Wings A to F; in like manner the Promoters have laid out the Underground Tank, the Fire Fighting Tank and the Sewage Treatment Plant which is to serve the entire Complex below what is proposed to be Wings A and B; the Club House and Swimming Pool which is laid out at the podium level also to avail to all acquirers of apartments in the Complex acquiring such rights from the Promoters; the same would, regardless of their location in the Complex, unless the Promoters determine otherwise, avail to the acquirers from the Promoters of apartments in the buildings/wings constructed across the Complex,
- O. The Promoters have pursuant to sanctioned building plans constructed three levels of basement, stilt and a podium above the same, and Wings A, B, C and D above the stilt at the podium level, each comprising of First to Seventeenth Floors as Phases I and II of Sector I of the Complex known as **PARK ROYALE** at the site shown on the plan annexed hereto and marked **Annexure "II"**,
- P. The Promoters now propose to lay out Wings "E" and "F" in two Phases, in Sub-Phase III, to comprise of 1st (First) to 17th (seventeenth) floors above the stilt at the podium level and in Phase IIIA to comprise of 18th (eighteenth) to 24(twenty-fourth) floors, all rising above the basement, stilt and podium level in terms of the provisions of the Real Estate (Regulation and Development) Act, 2016 ("**RERA**

Act”) and Maharashtra Real Estate (Regulation Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates, of Interest and Disclosure on Website) Rules, 2017 (“**MahaRERA Rules**”),

- Q. The Promoters would take up development of Wing G and Wing H or so much thereof as can be laid out at the location as may become available after the application of the Promoters for correction of areas and boundaries and after the application for modification of the reservation and after the application of the Promoters for deletion of the D. P. Road is disposed of, and after the Promoters take a decision on development of the reservation and handing over of the same to the concerned authority; the Promoters would be taking up development of the said Wing G and Wing H in phases in Sector II of the Complex,
- R. The Promoters are by this Agreement offering for sale Apartments in Wing “E” and Wing “F” (in sub-Phase III) comprising of stilt podium and 17 (seventeen) upper floors (the said Wing “E” and Wing “F”, including where applicable in its full proposed extent of 24 floors is hereinafter referred to as “**the New Buildings**”) as part of the Complex known as **PARK ROYALE**, as a separate phase of development under the RERA Act to be entered by them in accordance with sanctions and approvals obtained by them at the site shown on the plan on a portion of the Larger Lands shown on the plan marked **Annexure “II”** (which development in sub-Phase III undertaken by the Promoters is hereinafter for the purposes of this Agreement referred to as “**the Project**”), and the Promoters are offering for sale apartments in the said sub-Phase of Wing “E” and “F” registered as such with MahaRERA to interested persons on ‘ownership’ basis,
- S. The Allottee has expressed a desire to acquire Apartment as described in the **Third Schedule** in the Complex being constructed by the Promoters in Phase III of Sector I of the development on the Larger Lands, and the Promoters have disclosed to the Allottee the information and offered to the Allottee inspection of the documents relating to the Project Land and the plans designs and specifications prepared by the Promoters’ Architects Ethique Architects & Associates and of such other documents as are specified under the RERA Act and the Rules and Regulations made thereunder,
- T. The Promoters have conveyed to the Allottee that the acquirers of apartments in Wings “E” and “F” shall limit their claims only to the apartment agreed to be acquired by them and the other rights expressly granted hereby, and shall have no claim, and shall not interfere with or raise any objection to the further development on the said Wings in the next phase (or further phases) as disclosed herein, or to the development of other portions of the Larger Lands, i.e. other than the Project, and the Promoters shall be entitled to develop, construct, sell and dispose of apartments in the next phase in the said Wings (as herein disclosed) as also other building(s) / Wings constructed and/or to be hereafter constructed on the Larger Lands, without being objected to by the acquirers of apartments in the Project (including the Allottee herein); the Allottee has been expressly explained that only subject to his accepting the aforesaid Scheme, the Promoters would be interested in selling an apartment to him in the said building at this stage, and the Allottee has expressly and irrevocably conveyed his assent to the above and confirmed acceptance of the Scheme of development of the Larger Lands by the Promoters,
- U. The Promoters have entered into a standard Agreement with M/s. Ethique Architects & Associates registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects,

- V. The Promoters have appointed M/s. JW Consultants LLP as Structural Engineers for the preparation of the structural design and drawings of the buildings, [the Promoters have also appointed M/S. Shreeji Design Consultants, for MEP services, and the Promoters accept the professional supervision of the Architects and Structural Engineers (or others as may be appointed in their place) till the completion of the New Buildings,
- W. The Promoters have registered the Project in its present Phase, i.e. Wings “F” and “F” comprising of 1st to 17th Floors above the stilt at the podium level under the RERA Act with MahaRERA vide No. **P51800053602**,
- X. The Promoters have, by virtue of the Development Agreements and Powers of Attorney executed in their favour as aforesaid, insofar as it relates to the **First Schedule lands**, and the Conveyance executed in their favour, insofar as it relates to the **Second Schedule lands**, the sole and exclusive right to sell the Apartments in the buildings to be constructed by the Promoters on the Larger Lands (including the Project Land) and to enter into Agreements with Allottee(s) of the Apartments and to receive the sale consideration in respect thereof,
- Y. Authenticated copies of the Certificate of Title issued by Mr. Sidheshwar N. Biradar, Advocate for the said First Schedule lands and the said Second Schedule lands and authenticated copies of the CTS Cards of the said First Schedule lands and the said Second Schedule lands are annexed hereto and marked **Annexure “III-A”** and **Annexure “III-B”** and **Annexure “III-C”**, **Annexure “IV-A”** and **Annexure “IV-B”** respectively,
- Z. Copies of the plans of the layout as approved by the Corporation have been annexed hereto and marked **Annexure “V”**,
- AA. Phase III in Sector I of the Complex as proposed by the Promoters, and according to which the Promoters are laying out construction of Wings “E” and “F” is also shown on the plan annexed hereto and marked **Annexure “II”**,
- BB. Authenticated copies of the IOD, CC and OC granted by the Corporation are annexed hereto and collectively marked **Annexure “VI”**,
- CC. The Promoters have obtained some of the approvals from the Corporation to the plans of the said Wings “E” and “F” – to which the subject matter of this Agreement – and which forms the subject matter of registration with MahaRERA – relates, and shall obtain further approvals from the concerned authorities from time to time, so as to obtain Occupation Certificate and/or Building Completion Certificate for the same,
- DD. As disclosed, the Promoters would in the course of development of the said Wings in Phase III, or as soon thereafter as may be, get sanctions for additional 7 (seven) floors, to be laid as the 18th (eighteenth) to 24th (twenty-fourth) of Wings “E” and “F”, and thereupon the Promoters shall register the same as a separate Project under the RERA Act and MahaRERA Rules and sell premises therein to third parties in their own right,
- EE. While sanctioning the said plans, the Corporation and the State Government have laid down various terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the Project and the said Wing, and upon due observance and performance of which only the Occupation Certificate and/or Building Completion Certificate in respect of the said Wing(s) (the portions comprised in the Project) would be granted by the Corporation,

- FF. On demand from the Allottee, the Promoters have given inspection to the Allottee of all the documents of title relating to the Larger Lands, and the plans, designs and specifications prepared by the Promoters' Architects, and of such other documents as are specified under the RERA Act and the MahaRERA Rules, including inter alia the following, viz.
- i. All approvals and sanctions issued by the relevant authorities for the construction on and development on portions of the Larger Lands,
 - ii. The documents by which the Promoters have acquired the development rights and/or ownership rights in respect of the portions of the Larger Lands,
 - iii. Certificates of Title dated 12th January 2023 issued by Mr. Sidheshwar N. Biradar Advocate, High Court, certifying the development rights of the Promoters in respect of the First Schedule lands and the ownership of the Promoters in respect of the Second Schedule lands; an authenticated copy whereof is annexed hereto and marked **Annexure "III-A"** and **Annexure "IV-A"**,
 - iv. The certified true copy of Property Register Card with respect to the Larger Lands, authenticated copies whereof are annexed hereto and marked **Annexure "III-B"**, **Annexure "III-C"** and **Annexure "IV-B"** respectively,
- GG. The Allottee further confirms that he has, prior to the date hereof, examined by himself and/or by his Advocates and Planning and Architectural Consultants all documents, including the Registration Certificate issued by MahaRERA and information uploaded by the Promoters on the Website of MahaRERA as required by the RERA Act and the MahaRERA Rules and has understood the documents and information in all respects, and the Allottee hereby undertakes not to raise any objection and / or make any requisitions with respect to the title of the Owner and the rights of the Promoters to the Property and the right and authority of the Promoters to develop the same,
- HH. The Allottee, has after examining and assessing the aforesaid, and in particular acquainting himself with the Scheme of development of the Larger Lands, and agreeing to abide by the same, and after obtaining legal advice, and having satisfied himself of the right and authority of the Promoters to sell apartments in the said building(s)/wing(s) in the manner agreed hereunder, and the sufficiency and completeness of the sanctions and permissions obtained and presently held by the Promoters, agreed to purchase and acquire from the Promoters Apartment No. **804** on the **08th** Floor (above the stilt at the podium level – and above the three basements and stilt above the same) of Wing "F" of the New Building now under construction by the Promoters on the Larger Lands more particularly described in the **First Schedule** and **Second Schedule** hereunder written (hereinafter referred to as "**the said Apartment**") together with **One** Car Parking Spaces for the consideration and on the terms and conditions hereinafter set forth and recorded,
- II. 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 desirous of entering into this Agreement on the terms and conditions appearing hereinafter,
- JJ. This agreement to the extent it lays down covenants on the part of the Allottee to be observed for the common benefit of all the acquirers of apartments in the New Buildings shall enure to the benefit of all of them, and the terms and conditions thereof shall be available for enforcement not only by the Promoters

herein, but also by the acquirers of other apartments in the New Buildings; in like manner, this agreement to the extent it lays down covenants on the part of the Allottee for the common benefit of holders of premises in other buildings in the Complex, shall enure for the benefit of such acquirers also, and this agreement shall bind to the extent applicable the permitted transferees of apartments from the Allottee also,

KK. Under Section 13 of the said Act the Promoters are required to execute a written Agreement for Sale of the said Apartment with the Allottee, being in fact these presents, and to also register the same under the Registration Act, 1908

NOW THIS AGREEMENT WITNESSETH and the Parties agree declare record and confirm as under:

1. The Recitals shall form an integral part of the Operative portion of this Agreement, as if the same are set out herein verbatim. The Heading given in the Operative Section of this Agreement are only for the sake of convenience and are not intended to be in derogation of the RERA Act and the MahaRERA Rules.

2. **CONSTRUCTION: -**

2.1 The Promoters shall, as part of the further phase of development of the Complex known as **PARK ROYALE** constructed on portions of the lands bearing Survey No.16, Hissa No.11, CTS No.124 and Survey No.16, Hissa No.8, CTS No.125, both of Village Marol and more particularly described **Firstly** and **Secondly** in the **First Schedule** hereunder written and lands bearing Survey No.16, Hissa No.7, CTS No.126, also of Village Marol, and more particularly described in the Second Schedule hereunder written, all shown marked by thick bounded lines on the sketch annexed hereto and marked **Annexure "II"** (which lands are all hereinafter collectively referred to as "**the Larger Lands**"), the New Buildings, being **Wings E and F**, named Park Royale Wing E and Park Royale –Wing F [•], each comprising of stilt on the podium and 24 (twenty-four) upper floors, each rising above the 3 (three) basements and the podium running across Wings "A" to "F" (which Wings "E" and "F" are also shown on the plan annexed as **Annexure "II"** and hereinafter referred to as "**the New Buildings**"), but which in sub-Phase IIIA of the development is to comprise of stilt and 17 (seventeen) upper floors – and is hereinafter referred to as "**the Project**") in accordance with the plans designs and specifications as approved by the Corporation, as may be amended hereafter from time to time.

Provided that the Promoters shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the said Apartment except any alterations or additions required by the Government Authorities / local Authorities or development controlling authorities or due to change in any law, rules or regulations. The Allottee however covenants with the Promoters that no such consent of the Allottee shall be required for the Promoters to effect any modification, variation or amendment in the plans of the other apartments in the New Building; further the Allottee shall not be entitled to object to any decision which the Promoters may make in respect of the other development in the Complex, not forming the subject matter of this Agreement, and not comprised in the Project, and the Allottee shall not be entitled to and shall not make any grievance about the same.

2.2 The Promoters hereby agree to observe perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the Corporation at the time of sanctioning the said plans or thereafter, and shall before handing over possession of the Apartment to the Allottee, obtain from the Corporation Occupancy Certificate and/or Building Completion Certificate in respect of the Apartment.

3.0 PURCHASE OF THE APARTMENT;

3.1 The Allottee hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell the Allottee on 'ownership' basis an Apartment, being the premises more particularly described in **Annexure "I"** and shown on the typical floor plan, **Annexure "I-A"** hereto and more particularly described in the **Third Schedule** hereunder written (hereinafter – and where the context so admits – collectively with the Car Parking Space(s) under Clause 3.2 below referred to as "**the said Apartment**").

3.2 The Allottee hereby also agrees to purchase / obtain from the Promoters, The Promoters also hereby agree to grant and allot for the exclusive use of the Allottee **One** Car Parking Space(s) at the **Basement -2** Level / Independent/Tandem/Stack **Nil** Upper and/or Lower level of Stack Car Parking Slot(s) at the **Nil** Level / **Nil** Two-Wheeler Parking(s) at the **Nil** Level of the Building("the Car Parking Space(s)) as set out in **Annexure "I-B"**, to be specifically earmarked and allotted at the time of handing over of possession of the Premises to the Allottee pursuant hereto. The Flat/Shop, and unless where the context does not so justify, the Car Parking Space(s) are hereinafter collectively referred to as "**the Premises**".

3.3 The internal fixtures, fittings and amenities that shall be provided by the Promoters in the Apartment and in the New Building (generally) as agreed with the Allottee are listed in the **Fourth Schedule** hereunder written. In the event for any reason the Promoters are unable to obtain / provide any item of the specifications or make set out therein, the Promoters shall provide such item of comparable/like specifications or make.

3.4 The percentage of undivided interest of the Allottee in the common areas and facilities in the said New Building - limited or otherwise - pertaining to the said Apartment shall be in the proportion of the carpet area of the said Apartment to the total carpet area of constructed apartments in the particular Wing in which the said Apartment is situate. In like manner the percentage of undivided interest of the Allottee in the common areas and facilities Further the percentage of undivided interest of the Allottee in the common areas and facilities provided in the Complex (including the basements and podiums) – limited or otherwise – pertaining to the said Apartment shall be in the proportion of the carpet area of the said Apartment to the carpet area of constructed premises in all the buildings / wings in the Complex, measured uniformly across apartments in the Complex. The common areas and limited common areas are as set out in the **Fifth Schedule** hereunder written. The Promoters record and declare that save and except for the parking (if such rights have been acquired by the Allottee from the Promoters), the Promoters have not charged any amount towards or on account of the common areas and facilities, and the right to use occupation and enjoyment of the common areas and facilities shall accrue to the Allottee jointly with other allottees of apartments in the building and/or, as the case may be, along with the acquirers of apartments in the **Wings E and F**, and/or in the Complex jointly and in common, by reason of and on completing the purchase of the said Apartment from the Promoters in the manner provided in this Agreement.

4. CONSIDERATION, BREACH OF PAYMENT AND CONSEQUENCES;

4.1 The Allottee hereby agrees to pay to the Promoters Total Consideration ("**Total Consideration**") for the said Apartment and the Car Parking Space(s) as more particularly set out in **Annexure "I"**, including towards proportionate price of the common areas and facilities appurtenant to the said Apartment.

4.2 The Allottee has on or before the execution of this Agreement paid to the Promoters sums as mentioned in **Annexure "I"** hereunder written as booking amount (the payment and receipt whereof the Promoters do hereby admit and acknowledge),

and hereby agrees to pay to the Promoters the balance amount set out in **Annexure “I”** in the manner as set out therein.

4.3 The Allottee declares and confirms that all the payments under this Agreement made by the Allottee shall always be from the Bank Account of the Allottee / Joint Allottees only. In the event of any payment being made by the Allottee from the account of any other person (excluding the joint Allottees), then the same shall be deemed to have been made by such other person at the request and behest of the Allottee / joint Allottees. It is agreed between the Parties that any payment made by any person other than the Allottee will not create any right, title or interest in the said Apartment in favour of such other person.

4.4 The Promoters have specifically informed the Allottee that if in case an inquiry is raised by any statutory or Government or Semi-Government Authority or an agency or Revenue Authority or any other statutory authority pertaining to the amounts paid by the Allottee to the Promoters, the Allottee shall be liable to provide the source of the amount paid by the Allottee to the satisfaction of such authorities or agency. The Allottee hereby indemnifies the Promoters and continues to keep the Promoters indemnified against all the expenses, charges and payments arising out of failure on the part of the Allottee to provide satisfactory reply to the statutory or Government or semi-Government Authority or agency or Revenue Authorities or any other statutory authorities for any amount paid by the Allottee either from his own account or made through any third party.

4.5 In the event the Allottee is not able to satisfy the statutory authorities about the source of the payment made to the Promoters then, the Promoters shall be entitled to withhold the possession of the said Apartment or exercise the option to terminate this Agreement for Sale. In the event of the termination of this Agreement at the option of the Promoters on the aforesaid ground, any amount which is found to be refundable after deducting mutually agreed liquidated damages equivalent to 10% of the Total Consideration, interest on delayed payments, any interest paid, due or payable, any other amount of non-refundable nature, as also the stamp duty paid by the Promoters on this Agreement shall be refunded to the Allottee or statutory authority by the Promoters, subject to any terms and conditions of any order issued by any of the statutory authorities or agency against receipt of valid discharge thereof. The Promoters shall thereupon be at liberty to sell the said Apartment to any person of its choice on such terms as it may determine, without any reference to or without any claim from the Allottee.

4.6 The Total consideration, as mentioned in **Annexure “I”** shall be paid by the Allottee to the Promoters in instalments in the Bank Account more particularly mentioned in **Annexure “I”**. Time shall be of the essence for making each of the above payments. Further it is clarified that though amounts are payable on completion of the relevant item of work, the same need not follow the same chronology or sequence of completion. The Allottee declares and confirms that the consideration amount at which the Promoters have agreed to sell the said Apartment is arrived at on the basis of the instalments in which the Allottee has agreed to pay the price to the Promoters. The Allottee also confirms that he has agreed to pay the consideration amount aforesaid for the said Apartment in instalments as above after taking inspection of the site, having regard to the price at which it is offered and agreed to be sold by the Promoters to him, and taking into consideration the extent of work already executed, the proportion of costs involved in the execution of the different stages of work and the expenses to be incurred by the Promoters in getting ready the said Apartment: under no circumstance, the Allottee shall get possession of the said Apartment without first paying to the Promoters all amounts due hereunder; if nevertheless the Promoters give possession of the said Apartment to the Allottee before recovery of the full price therefor, they

shall have a first lien on the same for recovery of the balance of the unpaid price and the interest due thereon.

4.7 The Allottee is aware that by virtue of provisions of Section 194-IA of the Income-tax Act, 1961, the Allottee is required to deduct TDS @ 1% of the Total Consideration, wherein the Total Consideration equals or exceeds Rs.50 lacs, and deposit the same to the credit of the Promoters. The Allottee shall accordingly from and out of each instalment of the Total Consideration deduct 1% of such instalment (or at such revised rate as may be prescribed by the authorities at any relevant time hereafter) and deposit the same to the credit of the Promoters with the Income-tax Department within the time permitted therefor. The Allottee shall immediately after making such deposit submit proof of such payment to the Promoters and shall within the time stipulated – and not later – furnish to the Promoters the TDS Certificate in respect of such deduction and deposit. Any default in payment of TDS shall invite the same consequence as default in payment of any of the instalments herein as provided in these presents. Further the Allottee shall himself be liable for payment of any interest or penalty and other charges on account of such default in payment. Without prejudice to the aforesaid, the Allottee confirms that he shall not be entitled to claim possession from the Promoters and the Promoters shall not be liable to hand over possession of the said Apartment, until the Allottee has furnished to the Promoters TDS Certificates for the entire amount of deduction as may have been paid to the account and credit of the Promoters. In the event of any error committed while deducting TDS or depositing or E-filing, the same shall be rectified by the Allottee within a period of 30 (thirty) days from the said error being brought to the Allottee's notice. The credit for the TDS amount deposited by the Allottee will be given to the Allottee upon receipt of the Original TDS Certificate, and upon the amount mentioned therein matching with the amount appearing in the Income tax website.

4.8 It is expressly recorded and clarified that the Total Consideration amounts stipulated above is the net amount payable to the Promoters, and it does not include any amounts by way of Sales Tax, Value Added Tax, Works Contract Tax, LBT, Service Tax, Goods and Services Tax or any other tax that may be leviable on the construction being laid out by the Promoters or on the transaction of sale by the Promoters of the said Apartment to the Allottee. If any amount is leviable or payable on the aforesaid account (whether presently imposed or imposed hereafter at any time by the State Government or the Central Government or the Corporation or any other authority), including on the Promoters, either before or after the Allottee has taken possession of the said Apartment, the same (as also any interest or penalty claimed or levied thereon) shall be payable / liable to be reimbursed by the Allottee to the Promoters, in addition to the Total Consideration. In such event, the Allottee covenants with the Promoters that he will, forthwith on a demand in that behalf being raised on him, pay and clear the same. It is further clarified that all consequences visited by law or as provided by these presents on, and all rights arising to the Promoters out of non-payment of the agreed Total Consideration (including liability to pay interest on default of payment on due date) shall be attracted to the non-payment by the Allottee of any such charge or levy, as if (for the said purpose) the same also formed part of the Total Consideration payable by the Allottee to the Promoters. The Allottee shall be liable to clear all such amounts prior to being entitled to claim or receive possession of the said Apartment from the Promoters.

4.9 The Total Consideration payable by the Allottee/s to the Promoters is escalation free, save and except escalation/increase in charges which may be levied or imposed by the competent authority, local bodies / government from time to time. The Promoters undertake and agree while raising a demand on the Allottee for increase in development charges costs or levies imposed by the competent authority, etc. to enclose the Notification / Order / Rule / Regulation published / issued in that behalf to be forwarded along with the demand letter issued to the Allottee.

4.10 The Total Consideration to be paid under this Agreement and the manner of instalments agreed between the Parties in respect of the Premises has been determined after providing a rebate to the Allottee on the Total Consideration as well as on any advance payment in respect of booking of said Apartment and the same has been agreed and accepted by the Allottee.

4.11 The Promoters have informed the Allottee, and the Allottee recognises that having regard to the physical limitations in matching all the dimensions in the manner and to the extent intended and/or desired by the parties, and also having regard to the various constraints and indeterminates that affect the actual construction at site, there could be variation in the carpet area of the said Apartment by plus / minus 3% of the carpet area of the said Apartment as set out in **Annexure "I"** below. The Parties have reckoned and considered the above possibility, and arrived at and agreed upon the price taking into account the aforesaid on a lumpsum basis. Accordingly, any variation to the extent aforesaid shall be tolerated, and the affected party shall not make any grievance or claim about the same. Further it is clarified that the carpet area stated above is reckoned on the basis of internal measurements as between unfinished wall surfaces.

4.12 The Promoters shall send to the Allottee intimation / Demand Notes, demanding payments of the relevant amounts under these presents or instalments of the Sale Consideration from the Allottee as and when the same falls due as per the details set out in **Annexure "2"** hereto, and the Allottee shall pay the same. The Allottee hereby covenants with the Promoters that the Allottee shall duly and punctually pay the amounts due and payable, along with GST, in full within the time and in the manner stipulated in the intimation/ Demand Notes without committing any breach and/or defaults thereof. The time for making the payment of each of the aforesaid instalments and all other amounts due and payable shall be the essence of the contract. In the event of any amendment to the regime of taxation as presently levied and/or presently applicable to the transaction, the Allottee shall comply with and discharge his obligation in relation to such impost or levy as applicable in full in the manner liable.

4.13 In the event the Allottee has obtained or availed of any loan from any Bank or Housing Finance Institution to fund or part-finance the purchase of the said Apartment or to pay any part of the Total Consideration and other monies payable hereunder against the security of the said Apartment, then in such case, the Allottee shall be required to obtain on the letterhead of the respective financial institutions / bank's etc. the loan/ pre-sanction loan letter, and the Promoters shall only thereupon issue the NOC to the Allottee to mortgage the said Apartment. The obligation to follow up and get the Bank or Housing Finance Institution to disburse the relevant instalment within the period payable shall be on the Allottee; further the Bank / Housing Finance Institution shall, in the first instance and pending the discharge of the Total Consideration, have a claim on the amounts disbursed by it on account of the Allottee to the Promoters, and on discharge of the Total Consideration, shall acquire a security interest on the said Apartment and the rights of the Allottee thereto.

4.14 If any of the payment in cheques or any other payment instructions of / by the Allottee is / are not honoured for any reason whatsoever, the same shall be treated as default and the Promoters may at its option be entitled to exercise the recourse available hereunder. Further the Promoters may at its sole discretion without prejudice to its other rights, charge cheque dishonour charges of Rs.5,000/- (Rupees five thousand only) for dishonour of payment instruction in the first such instance of dishonour, and for every subsequent instance, the Promoters shall be entitled to recover cheque dishonour charges of Rs.7,500/- (Rupees seven thousand five hundred only) in addition to interest at the interest rate specified for delayed payment.

4.15 The Allottee authorizes the Promoters to adjust / appropriate all payments made by him under any head(s) of dues against lawful outstanding, if any in his name as the Promoters may, in its sole discretion, deem fit and the Allottee undertakes not to object / demand / direct the Promoters to adjust his payments in any manner.

4.16 If the Allottee fails to make any payments or provide TDS Certificate on the stipulated date(s) and time(s) as required under this Agreement, then the Allottee shall pay to the Promoters interest at the Interest Rate on all and any such delayed payments / amount of TDS computed from the date such amounts/ TDS Certificates are due and payable till the date such amounts are fully and finally paid / TDS Certificate(s) are submitted together with the interest at the Interest Rate.

4.17 The Allottee shall pay to the Promoter interest at such rates as may be prescribed under the RERA Rules on all delayed payments of monies becoming due hereunder, including on the instalments of price.

4.18 Without prejudice to the right of promoter to charge interest in terms of sub-clause 4.17 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of instalments, the Promoter may at its option, terminate this Agreement.

PROVIDED THAT the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee, by Registered Post A.D. at the address provided by the Allottee and mail at the email address provided by the Allottee, of its intention to terminate this Agreement and of the specific breach or breaches of the terms and conditions in respect it is intended to terminate this Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, the Promoter shall be entitled to terminate this Agreement.

4.19 In like manner in case the Allottee commits any breach of any of the other terms or provisions hereof, the Promoters shall be entitled to terminate this Agreement.

PROVIDED THAT prior to such termination, the Promoter shall give like notice to the Allottee in manner provided in Clause 4.18 hereinabove.

4.20 Upon such termination of this agreement, the Promoters shall at their discretion be entitled to forfeit out of the amounts paid by the Allottee an amount equal to 20% of the Total Consideration payable by the Allottee to the Promoters as price of the said Apartment, and in addition thereto, any brokerage and other actual expenses incurred by the Promoters for sale of the said Apartment to the Allottee (including the stamp duty paid by the Promoters on this Agreement) as agreed Liquidated Damages, and will refund within a period of 30 days of termination to the Allottee the amount, if any, received in excess thereof from him, but without interest; Service Tax, VAT, GST and other Tax as also stamp duty, registration charges and brokerage as may have been paid and/or incurred by the Allottee shall be to the account of the Allottee and the Allottee will not have any claim against the Promoters for and on account of the same. (The Allottee may however, if otherwise entitled in law, obtain refund of such amounts from the concerned authorities, and the Promoters shall, so far as reasonably feasible, and without exposing themselves to any costs or liability, make available any document, record or writing required for the purpose). The Allottee confirms that the aforesaid amount is fair and equitable, and is not harsh or unconscionable and the same constitutes reasonable genuine and agreed pre-estimate of the damage that will be caused to the Promoters, and that the same is in the nature of liquidated damages and not penalty. Upon such termination, the Promoters shall be entitled to sell and dispose

of the said Apartment to any other person of their choice, and the Allottee shall not be entitled to raise any objection to the same.

4.21 Upon the events contemplated in Clauses 4.17 and 4.18 materialising, and the Promoters terminating the Agreement herein, and the Promoters refunding to the Allottee the amount liable to be refunded in terms of the said Clause 4.19, without prejudice to the obligation of the Allottee to make and execute an appropriate Deed of Cancellation cancelling all rights under this Agreement, and discharging the Promoters of and from all obligations arising hereunder, the Promoters shall be entitled, in the name of the Allottee, to make and execute a Deed of Cancellation recording the cancellation of the rights agreed to be sold by the Promoters to the Allottee; the Allottee hereby irrevocably constitutes the Promoters as his Attorney with right power and authority to execute such Deed of Cancellation in the name of the Allottee upon the events herein provided materialising; the Allottee covenants with the Promoters that any exercise of such power shall be binding on him and on all persons claiming by under or through him, and he shall not in any manner interfere with or obstruct the exercise by the Promoters (through their nominees) of such power, nor shall he do any act by which the exercise of such powers are in any manner impeded, hindered or interfered with; if the Allottee is aggrieved by any alleged wrongful exercise of powers by the Promoters (through their nominees) under the powers conferred by the Allottee, the Allottee shall be entitled to pursue his remedy against the Promoters in damages but any such exercise of power by the Promoters (through their nominees) of such power shall be binding on the Allottee and shall not be liable to be impeached, challenged or questioned; this forms one of the basis for the agreement herein between the Promoters and the Allottee. Further if the Allottee has availed of a loan from the Bank or Housing Finance Institution in respect of the said Apartment, the Promoters shall in effecting the cancellation pursuant to the right and authority vested in them hereunder, remit to the Bank / Housing Finance Institution to the account and credit of the Allottee the amount paid by the Bank / Housing Finance Institution to the Promoters towards and on account of the said Apartment against the Bank issuing a release and discharge of their claims against the said Apartment and the security created in respect thereof to the Promoters. The Promoters shall thereupon stand discharged of their obligations to such Bank / Housing Finance Institution. In such event, if the Bank / Housing Finance Institution has any claim over and above such amounts received from the Promoters, the Bank / Housing Finance Institution shall claim and recover the same from the Allottee, and no such claim shall attach to the said Apartment or against the Promoters; further the Promoters shall, in such event, be entitled to claim from the Allottee any unrealised amounts out of the amounts liable to be received by them in terms hereof, consequent on cancellation, by recourse to their other remedies in law.

4.22 For the purpose of Clauses 4.19 and 4.20 above, the forwarding by the Promoters of a cheque for such amounts as are liable to be refunded in terms of Clause 4.19 or as the case may be Clause 4.20 above drawn in favour of the Allottee to the address of the Allottee as recorded at Page No.1 hereof shall be sufficient compliance of all obligations owed by the Promoters in that behalf; the Allottee confirms that on the Promoters remitting such cheque, and executing a Deed of Cancellation by recourse to the powers conferred by the Allottee as hereinbefore referred, the Promoters shall thereafter be entitled to deal with and dispose of the said Apartment to any other person, free of any claim of the Allottee to the said Apartment.

4.23 The right of termination by the Promoters and forfeiture of amount as aforesaid shall be without prejudice to all other rights and remedies available to the Promoters under this Agreement and in law.

4.24 It is agreed that in the event of termination in the circumstances as aforesaid or termination due to any other reason, the sole right of the Allottee would be to obtain refund of payments due to him in the manner mentioned above, and the Allottee will

neither have the right to cause stoppage of work of the Project or seek any relief in the nature of restraining the work relating the said Apartment or the said Project nor shall the Allottee seek any claim against the Promoters, and the Allottee specifically waives all such rights if any, as relating to the said Apartment and the said Project.

4.25 The Allottee agrees that dispatch of cheque/ pay order/ demand draft from the Promoters towards the said refund by Hand Delivery / Registered Post at the address of the Allottee provided herein, whether the Allottee accepts the delivery and /or encashes the cheque or not, or payment of the refund amount as aforesaid by RTGS, will amount to refund and full discharge of the Promoters' obligation in respect thereof.

5. POSSESSION AND CONSEQUENCES OF FAILURE TO TAKE POSSESSION;

5.1 The Promoters shall after obtaining Occupancy Certificate from the Corporation for the New Building offer possession of the said Apartment to the Allottee in terms of this Agreement on or before 31st December 2026 ("**Possession Date**") more particularly set out in **Annexure "2"** against payment of the respective installments of the Total Consideration in full (and where delayed – except to the extent excepted, paid the same with interest thereon as provided in this Agreement), and also all the amounts / deposits payable to the Promoters in terms of **Annexure "1"** and / or any amounts / charges payable to the Promoters under this Agreement.

Provided that the Allottee is prior to the Possession Date not in breach of any of the terms and conditions of this Agreement.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of -

- (i) war, civil commotion or act of God:
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

5.2 The Allottee agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documents on the part of the Allottee.

5.3 The Allottee shall take possession of the said Apartment within 15 (fifteen) days of being offered such possession, by making payment of all amounts due and payable hereunder (including the amounts specified in Clauses 4.7 and 4.8 above, and Clause 10.2 below) by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement. The Allottee shall before taking possession inspect the Apartment and the internal fixtures/amenities provided therein, and thereafter the Allottee shall have no claim whatsoever or howsoever against the Promoters, if the same are in accordance with this Agreement.

5.4 In case the Allottee fails to take possession of the said Apartment on being offered possession by the Promoters in the manner provided herein, the Allottee shall, without prejudice to any other liabilities which he may incur under this Agreement and be liable under law, become also liable to pay to the Promoters, and the Promoters shall become entitled to recover from the Allottee, the maintenance charges payable in respect of the said Apartment.

5.5 Time is of the essence for the Promoters as well as the Allottee. The Promoters shall abide by the time schedule for completing the Project and handing over the Apartment to the Allottee and for handing over the common areas relevant to the New

Building(s) to the Society(ies) got registered in respect thereof, after receiving Occupancy Certificate and/or Completion Certificate from the Corporation, and in due course, after completion of development of the Complex as disclosed in the recitals herein, the common areas to the Co-operative Housing Association in the manner as proposed and disclosed elsewhere in this Agreement to be held for the common use and enjoyment by all acquirers of apartments in the Complex according to their entitlement. Similarly, the Allottee shall make timely payments of all instalments and other dues payable by him and shall comply with his other obligations under this Agreement.

5.6 If the Promoters fail or neglect to give possession of the said Apartment to the Allottee by the Possession Date (other than on account of reasons beyond their control as elucidated in Clause 5.1 above), then the Allottee shall be entitled to do either of the following:

- a. call upon the Promoters by giving written notice by Registered Post A. D. at the address provided by the Promoters to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of lending Rate plus 2% thereon (“**Interest Rate**”) for every month of delay from the Possession Date on the portion of the Total Consideration paid by the Allottee till such date. The interest shall be paid by the Promoters to the Allottee till the date of offering to handover possession of the said Apartment by the Promoters to the Allottee, or
- a. the Allottee shall be entitled to terminate this Agreement by giving a written notice to the Promoters by Courier / Email / Registered A. D. at the address provided by the Promoters (“**Allottee’s Termination Notice**”). On receipt of the Allottee’s Termination Notice by the Promoters, this Agreement shall stand terminated and cancelled, and the Promoters shall refund to the Allottee the amounts already received by the Promoters under this Agreement with interest thereon at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon to be computed from the date the Promoters received such amount / part thereof till the date such amounts with interest at the interest rate thereon are duly repaid. On such repayment of the amounts by the Promoters as stated above, the Allottee shall have no claim of any nature whatsoever on the Promoters and/ or the said Apartment, and shall, on being required by the Promoters, simultaneous with receipt of such amounts make and execute a duly stamped Deed of Cancellation evidencing the cancellation of the Agreement for Sale executed in his favour, and a full and complete discharge to the Promoters of from and against any claim of the Allottee arising under or pursuant to such Agreement; the Allottee shall also register such Deed of Cancellation under the provisions of the Registration Act, 1908; the Promoters shall thereupon be entitled to deal with and/or dispose of the said Apartment in the manner it deems fit and proper.

5.7 The Allottee hereby acknowledges and agrees that he shall, within a period of 15 days from the date of such failure, choose either of the aforesaid remedies in Clause 5.6 above and not both. If the Allottee fails to choose either of the aforesaid remedies with the said period, it shall be deemed that he has accepted to elect the option at Clause 5.6(b) above and shall accordingly be entitled to interest only. It is further agreed between the Parties that in case the Allottee elects his remedy under Clause 5.6(a) above, then in such case the Allottee shall not subsequently be entitled to the remedy under Clause 5.6(b) above.

5.8 It is clarified that save as provided in Clause 5.6(b) above, the Allottee shall not be entitled to withdraw from this Agreement or terminate this Agreement, and in the event if the Allottee so decides to withdraw other than for the reason set out in Clause

5.6(b) above, then the consequences of such withdrawal or termination shall be as set out in Clause 4.19 above.

6. FSI, TDR AND DEVELOPMENT POTENTIAL WITH RESPECT TO THE PROJECT

6.1 The Promoters hereby declare that the Project is part of a Complex known as **PARK ROYALE** being developed on the Larger Lands more particularly described in the **First Schedule** and in the **Second Schedule** hereunder written. The Promoters declare that have got building plans sanctioned for construction of 15,776.28 sq,mtrs. built-up area (as computed for sanction purposes) in the New Project comprising Wings “E” and “F”, each comprising of stilt and 17 upper floors using and utilizing FSI and Development Rights (DRs) permissible on the Larger Lands.

6.2 The Promoters have disclosed to the Allottee that the Promoters are entitled to utilise and avail of (and shall in due course utilize and avail of) the further right to lay out construction accruing by utilisation of (i) the Development Rights (DRs) that may become available on surrender and/or development of any part of the Larger Lands and handing over of the same to any designated public authority (ii) TDR as may be permitted to be brought in, loaded and utilized on portions of the said larger lands, and developed therein, (iii) any FSI which may be permitted to be constructed on the Larger Lands by payment of premia and/or by purchase, as for example, fungible FSI, or FSI permitted by purchase from the State Government or the Municipal Corporation, (iv) utilization of the balance potential of Sector II in any of the ways contemplated in the recitals herein, including on account of development of the reservation, deletion of the D.P. Road, correction of area of the Larger Lands or in any other manner howsoever, and (v) any other development that may become permissible on the Larger Lands on any account whatsoever, including by implementation of any Scheme of the Government or the local authority, and accrue to the Promoters and/or which the Promoters are entitled to use and avail of by themselves on any construction to be laid out in any part of the Larger Lands or exploit the same in any other manner, without any claim thereto by the Allottee or any other acquirer of Apartment in the Project or in any other part of the construction already laid out on the Larger Lands.

6.3 The Promoters have disclosed that only construction to the extent proposed to be laid out in the stilt, podium and First to Seventeenth floors (to the extent relatable to or comprised in Wings “E” and “F”) of the Complex **PARK ROYALE** form the subject matter of the present phase of development, and the subject matter of this Agreement. The remaining construction accruing and/or becoming available on the Larger Lands, in whatsoever manner arising or accruing, including by reason of right to further construction accruing by (i) any increase in FSI in future, (ii) by utilisation of TDR and/or DR, (iii) by utilisation of any compensatory right of construction which the Promoters may be permitted to purchase and acquire and load on the said larger lands, (iv) FSI in the nature of fungible FSI, and (v) any and every other right to develop accruing from or arising on the Larger Lands shall all accrue to the Promoters alone, and the Promoters alone shall be entitled to claim receive use appropriate and exploit the same and develop the same in the manner and as part of the Complex **PARK ROYALE** as disclosed by the Promoters in the Recitals, and the Allottee has agreed to purchase the said Apartment based on the construction and sale of apartments undertaken by the Promoters by utilizing construction rights to the extent aforesaid, and on the express understanding and agreement that the full extent of the balance unutilized potential of the Larger Lands, in whatsoever manner arising or accruing, shall belong to the Promoters only, and the Allottee shall have no claim to the same. The Allottee has agreed to purchase the Apartment based on the proposed construction and sale of apartments to be carried out by the Promoters, by utilizing construction to the extent aforesaid.

7. DEFECT LIABILITY

7.1 That if within a period of 5 (five) years from the handing over of possession of the said Apartment to the Allottee, the Allottee brings to the notice of the Promoters any structural defect in the said Apartment or the New Building or any defects on account of workmanship quality or provision of service then, wherever possible such defect shall be rectified by the Promoters at its own costs. In case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoters compensation for such defect in the manner as provided under the RERA Act.

Provided however that the Allottee shall not carry out any alterations of whatsoever nature in the said Apartment or the said Building which shall include but not be limited to any alteration to or work on the columns, beams, etc. or in the fittings therein. The Allottee shall also not make any alterations in any of the fittings, pipes, water supply connections or any erection or alterations in the bathroom(s), toilet(s) and kitchen, which may result in seepage of water. If any of such works are carried out without the written consent of the Promoters, the defect liability of the Promoters shall automatically become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoters, and shall not mean defect/s caused by normal wear and tear and by negligent use of the said Apartment by the Occupants, vagaries of nature, etc.

7.2 That it shall be the responsibility of the Allottee to maintain the said Apartment in a proper manner and take all due care needed including but not limited to regular filling of the joints in the tiles in the said Apartment with white cement / epoxy to prevent water seepage.

7.3 That further where the manufacturer warranty as shown by the Promoters to the Allottee/s ends before the Defect Liability period and such warranties are covered under the maintenance of the said Premises/ building, and if the annual maintenance contracts are not done/ renewed by the Allottee (either by himself or jointly with the other acquirers/allottees of premises in the New Building), the Promoters shall not be responsible for any defects occurring on account of the same.

7.4 That the Project as a whole has been conceived, designed and constructed based on the commitments and warranties held out by the Vendors/manufacturers that all equipments, fixtures, and fittings shall be maintained and covered by maintenance/ warranty contracts, so as for it to be functional and in proper working condition to continue warranty in both the said Apartment and the common project amenities wherever applicable.

7.5 That the Allottee has been made aware and that the Allottee expressly agrees that the regular wear and tear of the unit/building, includes minor hairline cracks on the external and internal walls, excluding the RCC structure, which happens due to variation in temperature of more than 20°C, does not amount to structural defects, and cannot be attributed to either bad workmanship or structural defect.

7.6 That it is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same, and shall then submit a report stating the defects in the materials used, in the structure built of the premises and in the workmanship executed, with due cognizance of and reckoning the aforesaid agreed provisions of this agreement.

7.7 It is clarified and the Allottee recognises and acknowledges that while the Promoters would conform to the broad specifications disclosed in the **Fourth Schedule**, there may be variations in the quality, colour, shape, make or design of the materials

used by them in the various apartments in the said New Building, and the Allottee shall not be entitled to, and shall not make any grievance on such account, it being expressly understood that the Promoters shall not be liable to use identical fixtures or fittings or be liable to colour the various apartments in the New Building. The Allottee shall accordingly not make any grievance on account of any variation in the quality, colour, shape, make or design of the materials used by the Promoters in the said Apartment as against other apartments in the said building. The Promoters have further informed the Allottee, and the Allottee acknowledges that in respect of certain items like natural marble, there are inherent variations and inconsistency in the patterns and formations, in respect of which also the Allottee shall not make any grievance.

7.8 The Promoters have conveyed to the Allottee and the Allottee acknowledges that the Promoters are not in the business of manufacture of lifts, parking systems and/or of the several equipments provided either as a Common Amenity or Limited Common Amenity or in individual apartments, Stack Parking Facility and the passenger lifts and other equipments provided in the said building would be sourced from supplier(s) dealing in the product line. While the Promoters would obtain appropriate warranties as are customary from the supplier(s) of such product(s), the Allottee shall use the said facility at his own risk and in the event of any mishap or accident in the course of working of the said facility, the Allottee shall in all events have his remedies on any account whatsoever against the concerned supplier, and not against the Promoters. The Promoters shall make available the benefit of the warranties available to them in the course of purchase by them of such equipments and/or unexpired portions thereof to the Society. It is clarified that by granting / allotting parking spaces to the acquirers or allottees of parking spaces, the Promoters not be deemed to have assumed any responsibility or held out any warranty as to its fitness for the purpose intended, or as to its safety or as to its ability to serve the purpose intended. The Allottee shall jointly with the other persons availing the said facility / lift(s) / equipment(s) provided in the Common Areas and/or the equipment(s) provided in the said Apartment be liable to ensure that the said facility / lift(s) / equipment(s) is/are used in the manner mandated to be used as a prudent person, and further from time to time along with the other persons entitled to and availing the said facility / lift(s) / equipments attend to the servicing and maintenance of the said facility / lift(s) / equipment(s), and secure and obtain compliance by all persons of all conditions as to its use, and for the said purpose contribute proportionately jointly with the other persons entitled to and availing the said facility / lift(s), and other equipments held in common. The Promoters shall also not be deemed to have assumed any liability or held out any warranty as to the various items provided in the individual Apartments, and shall pass on the warranty extended by the supplier to the Promoters, to the extent of the unexpired / residual term thereof. Further in the event the Allottee, insofar as it relates to equipments provided in the said Apartment, and any of the Allottees, or their representative or Society, insofar as it relates to any of the equipments provided in the Common or Limited Common Areas, changing or carrying out any unauthorised works thereto, all obligations of the Promoters in whatsoever manner arising shall come to an end. In like manner, on any renovation or further or additional works carried out by the Allottee to the said Apartment, or the acquirers of apartments generally or the Society to the common portions of the said Wings “E” and “F”, the Promoters’ obligations as to any alleged defect in workmanship shall automatically lapse and come to an end.

8. SOCIETY FORMATION;

8.1 The Allottee shall actively assist, join in and co-operate in the formation of the Co-operative Society of Allottees of Apartments in Wing “E” and Wing “F”, either singly or jointly, and either comprising only of the portion upto the Seventeenth Floor or taking in the portions upto the Twenty-fourth Floor (as the Promoters may decide) to be known by such name as the Promoters may determine (with the object of taking a

Conveyance of the structure of Wing “E” and Wing “F”, either separately in favour of separate Societies got registered for the purpose, or a single Society, if a single Society is got registered in respect of Wings “E” and “F” jointly) with bye-laws similar to the prescribed Model Bye-laws, with necessary changes therein as may be deemed necessary, and become and be a member thereof. the association of allottees by whatever name called, shall be formed within a period three months of the majority of allottees having booked their plot or apartment or building, as the case may be in the project. The Allottee shall for the said purpose from time to time sign all letters writings and documents, including the application for membership in the said Society and for its registration, including the bye-laws and other relevant papers within seven days of demand; he will not object to any change which may have to be made in the same as may be thought necessary or suggested by the registering authority; he will also do all other acts deeds matters and things as the Promoters herein and/or the promoters of such Society may reasonably require for the purpose.

In the event the Promoters join the Allottee as a member of the proposed Co-operative Society prior to the Allottee making full payment of the consideration amount and all other amounts payable hereunder to the Promoters, then and in that event the enrolment of the Allottee as such member shall be tentative, and shall be subject to the Allottee making payment of the further instalments of price and all other payments in terms of this Agreement as they become due, and further also of the Allottee not committing any breach of any of the terms hereof. The Allottee’s right to the Apartment shall until such time be liable to be cancelled, suspended or terminated in the events and in the manner provided in Clause __ above. Further, in the event the Allottee’s rights are cancelled and terminated as in the manner provided herein, then and in such event, the membership of the Allottee shall become vacant and the Allottee shall cease to have any claim either on the Society, or through the Society to the membership rights or to the said Apartment. The Allottee’s right to the Apartment shall become indefeasibly vested in the Allottee only upon the Allottee making full payment of all amounts due and payable hereunder in the manner covenanted hereunder.

8.3 The Promoters have further conveyed to the Allottee that the Promoters would within the period of three months of the majority (51%) from the date of receipt of Occupancy Certificate of the last development of the Larger Lands promote the formation of a Co-operative Housing Association comprising of the various Societies got registered in respect of the buildings in Sector – I and Sector – II, with the object of taking a Conveyance of the Larger Lands, as also the basements, podium, club house and other structures, not specifically transferred to the individual Societies got registered in the Complex and excluding the portions transferred or required to be transferred to any Public Authority.

8.4 The Allottee shall co-operate and affirmatively vote in favour of the Society joining the Co-operative Housing Association to be got registered as above, and for the said purpose from time to time and as and when called upon by the Promoters, sign all letters, writings and documents, including the Application for membership in the Society and for its registration, the bye-laws and other relevant papers within seven days of demand. He will not object to any change which may have to be made in the same as may be thought necessary or suggested by the Registering Authority,

8.4 The Allottee shall also do all other acts deeds matters and things as the Promoters herein and/or the promoters of such Society may reasonably require for the purpose, and not do any act contrary to or inconsistent with his covenants hereunder.

9. TRANSFER AND CONVEYANCE;

9.1 The Promoters shall on completion of the New Building (including in sub-phase IIIA as disclosed herein) and after receipt of full Occupation Certificate therefor from

the Corporation, within 1 months (subject to his right to dispose of the remaining Apartment, if any) at the entire costs of the Society/ies got registered in respect of the New Building(s), make and execute in favour of such Society/ies at its costs conveyance of the structure of the New Building(s), (excluding basements and podiums) even pending transfer of the Larger Lands and the common areas and facilities to the Co-operative Housing Association.

9.2 The Promoters shall after completion of the full development and receipt of Occupation Certificate in respect of the last building constructed on the Larger Lands and after formation of the Co-operative Housing Association, within three months at the entire costs of the Co-operative Housing Association execute a Conveyance of the Larger Lands including entire undivided or inseparable land underneath all buildings jointly or otherwise and the structures (including basements, podiums and club house) constructed thereon other than those specifically conveyed to the individual Society(s) and excluding the portions of the Larger Lands, which are transferred or liable to be transferred to any public authority-

9.3 The Allottee covenants with the Promoters to co-operate in the execution of the Conveyance of the said New Building in favour of the Society got registered in respect thereof and in due course, a Conveyance of the Larger Lands (excluding the portions comprised in the D. P. Road and/or the Amenity Space or/or the other portions liable to be surrendered to the Corporation) in favour of the Co-operative Housing Association, and further as member of the Society got registered in respect of the New Building submit to such mechanism and safeguards as the Promoters in their discretion deem appropriate or necessary to secure the proper maintenance of the facilities provided in the said Complex and to balance the rights of the individual member Societies to portions of the Larger Lands having regard to the respective stakes which such individual Societies have to or in the Larger Lands (after transfer of portions thereof to the State Government or the Corporation as stated elsewhere in these presents).

9.4 All stamp duty and registration charges, as also out-of-pocket expenses and professional fees incurred in or about the execution of the Conveyance of the New Building(s) in favour of such Society and the Conveyance of the Larger Lands and the common areas and facilities in favour of the Co-operative Housing Association (other than the portions liable to be ceded to the State Government or the local authority) shall be borne and paid by the Society of apartment-owners of the concerned Society, or as the case may be, of all the Societies in the Complex.

9.5 The Promoters have informed, conveyed and explained to the Allottee that in the event of and upon transfer of the individual building constructed on the Larger Lands to and in favour of individual Society(ies) and the Larger Lands (including the various structures) in favour of the Co-operative Housing Association, if any apartments are lying unsold with the Promoters, the Promoters shall, notwithstanding such transfer of such building(s), and/or as the case may be, the Larger Lands, to and in favour of in favour of individual Society(ies), or as the case may be, the Co-operative Housing Association, be entitled, in the same manner as prior to such transfer, to an unfettered right to deal with and dispose of the unsold apartments to and in favour of persons of their choice, and on like terms and conditions as other apartments in the concerned building(s), and to exercise all rights in respect thereof, including to do all acts necessary to sell the same and receive and collect the sale consideration. The Promoters shall for the said purpose have sole, exclusive and absolute authority and control as regards the unsold premises and disposal thereof, as also in respect of any other Apartment in the various Wings/Buildings in the Complex, wherein or in respect whereof the Promoters may be claiming any rights and/or entitlement, including inter alia, an entitlement to receive (and for the said purpose to enforce payment of) any amounts from the acquirers thereof. The Allottee as member of the Society got registered in respect of

the New Building covenants with the Promoters that he shall not do any act by which he obstructs, interferes with or disrupts such right of the Promoters, and further covenants with the Promoters that he shall, as member of such Society, ratify and affirm any such transaction, and facilitate and co-operate, on being advised and recommended by the Promoters, the admission of such Allottee as a member of such Society, with the same right and subject to the same obligations as other members of the Society. The Allottee covenants with the Promoters to do all that is necessary to effectuate the aforesaid, and further to not do anything which may prevent the doing or achieving of the aforesaid. The Allottee further covenants with the Promoters to facilitate the Society executing appropriate writings in favour of the Promoters to execute the aforesaid, simultaneously with transfer of the concerned building(s), or as the case may be, of the Larger Lands and the buildings and structures thereon, to and in favour of such Society / Co-operative Housing Association aforesaid.

9.6 Until transfer and conveyance of the structure of the New Building in favour of the Society to be got registered in respect thereof, the authority of the acquirers of apartments in the New Building shall be subject to the overall control and authority of the Promoters over all or any of the matters concerning the New Building and the amenities therein. Further until transfer and conveyance of the Larger Lands and structures thereon in favour of the Co-operative Housing Association, authority of the acquirers of apartments in the New Building shall be subject to the overall control and authority of the Promoters over all or any of the matters concerning the Larger Lands and the amenities and facilities provided therein. The Promoters shall upon execution of the Conveyance in favour of the Co-operative Housing Association hand over possession of the common areas of the Larger Lands to such Co-operative Housing Association.

10. SHARING OF RIGHTS AND MAINTENANCE AND MANAGEMENT OF COMMON PORTIONS;

10.1 The Promoters have conveyed to the Allottee that insofar as the New Building is concerned, apart from the common areas in the Complex, they would be sharing the three basements and the first podium and certain other specified amenities, including the Club House constructed at the podium level. The Promoters have further conveyed that insofar as the Car Parking in the Basements / Podium / other parts of the Complex are concerned, the persons who acquire right to park such vehicle in the Basements / Podium / other parts of the Complex shall use and avail of the same, and for the said purpose shall have a right to bring in and take out the car through the ramps and other means of access provided to access the same. The acquirers of apartments in the various Wings shall jointly be entitled to use so much of the common areas as is common as amongst them and also the amenities which are common and shared as amongst them, and shall be jointly liable and responsible for maintenance and management of the same and to contribute for the purpose. The Promoters have conveyed to the Allottee that insofar as the basements and podiums (as also the areas where the shared amenities are located in any other part of the buildings) are concerned, the same would be transferred and conveyed and/or otherwise vested jointly in the Co-operative Housing Association got registered by the acquirers of apartments in the various buildings in the Complex.

10.2 The Allottee has seen the lay-out of the Complex known as **PARK ROYALE** (of which the New Building forms a part, and in which the said Apartment is comprised) and has been explained that the common amenities like sub-station, drainage, sewers and water pipelines, common lights, recreation areas, etc. shall be available for common use and enjoyment by all allottees of apartments in the various buildings in the Complex, and the different Co-operative Societies got or to be hereafter got registered in respect of the different buildings/wings therein shall have an unrestricted right of way in common with other occupants in the Complex (including the occupants

of the remaining buildings to be constructed on the remaining portions of the Larger Lands as disclosed elsewhere in this Agreement) to pass and re-pass over the common access by foot and also to bring in vehicles over designated and defined open portions of the common areas, subject to such conditions as may be stipulated by the Promoters, and to also dig up such common portions at the ground level for the purpose of laying pipelines, telephone and electric cables, and/or gas pipelines, sewers and drainage lines, etc. subject to the condition as may be stipulated by the Promoters and after the Larger Lands are handed over and transferred to the Co-operative Housing Association, by such Co-operative Housing Association, to use such common areas harmoniously with other claimants entitled to use of the same, and to submit to such covenants, inter se the various buildings as to repair and maintenance of such common areas and/or digging up and filling up of the common areas as the Promoters may suggest in a manner so as to ensure that any group of occupants do not by their actions disrupt the use and enjoyment of the common areas by the other group of occupants and to secure continuous, uninterrupted and full use of such common areas.

10.3 It is clarified that being part of a larger Complex, while some of the amenities (and common areas) may become available simultaneously with the handing over of possession of the said Apartment, possession of the other amenities (and common areas) in the Wing may be provided progressively, and insofar as relates to the Complex, could be deferred to completion of the remaining portions of the Complex. The Allottee has understood the above, and further that the possession of the common areas and amenities, insofar as common to the Complex are concerned, would be handed over on Conveyance of the Larger Lands to the Co-operative Housing Association as provided elsewhere in these presents, and he will not make any grievance about the same. The Allottee shall not be entitled to delay accepting possession of the Apartment or making payments due on taking possession on the said ground.

11. **CAR PARKING;**

11.1 The Promoters record and clarify that the Car Parks in the stilt, podium and basement levels, wherever granted / allotted, shall comprise exclusive right to park a non-commercial light motor vehicle (or where applicable, a two-wheeler) in such space(s)/slot(s), and a non-exclusive right to access such space(s) / slot(s) through common portions of the Lands, the portions under the podium and the basements in common with other grantees/ allottees of such spaces/slots not only in the said Wing, but from acquirers of Apartments/units across the Building in due course. Each designated car parking space/slot/ two-wheeler parking space shall entitle parking of one vehicle. Such parking space shall not be enclosed, and shall only be designated by any identifiable differentiator. The same shall be used by the Allottee as a prudent person, and (in case of a stack parking facility) where the same is shared as between different allottees, shall use the same in a manner as to facilitate unobstructed and harmonious shared use by such sharer, and without disrupting, obstructing or jeopardising the right of the other grantees/allottees/sharers to use their respective spaces/slots. The Allottee shall also not do anything which may cause damage to the said space/slot, or the uninterrupted use of the same. Such Parking Space(s)/Slot(s) shall always be held appurtenant to the said Premises and shall only be dealt with along with the said Premises. Further the Car Parking Space(s) / Slot(s)/ Two-Wheeler Parking Space shall not be permitted for use / parking of vehicles by a non-resident / person who is not a holder/acquirer/occupier of an Apartment/ Unit in the Building. It is clarified that by granting / allotting parking spaces to the acquirers or allottees of parking spaces in the Building, the Promoters shall not be deemed to have assumed any responsibility or held out any warranty as to its fitness for the purpose intended.

11.2 The Allottee shall, after the formation of the Co-operative Society in respect of the said Wing, and also after the formation of the Co-operative Housing Association, take all steps and do all acts to get the said allotments ratified by passing a Resolution

confirming such allotment, and not be a party to any act which may in any manner disrupt such allotment.

12. DEPOSITS AND CHARGES;

12.1 Within 15 (fifteen) days after notice in writing is given by the Promoters to the Allottee that the said Apartment is ready for use and occupancy, whether the possession of the said Apartment has been taken or not, the Allottee shall be liable to bear and pay the outgoings in respect of the said Apartment and the proportionate share (i.e. in proportion to the Carpet Area of the said Apartment) of outgoings in respect of the Project, local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the New Buildings and the working of the various services and facilities provided therein, and also a proper contribution for repair, maintenance and management of the common areas of the Complex and operation and servicing of any amenity that may be provided therein and the GST (and any other taxes levy thereon) leviable on account thereof. The Allottee shall in addition be liable to pay the proportionate share of municipal taxes, water charges and other Government levies as may be determined pro rata and communicated on the first assessment being made. Such contribution, as may be provisionally determined by the Promoters in this behalf, shall be paid by the Allottee on or before the 5th day of each month in advance to the Promoters, or to the Society, if such Society is managing the New Building. The amounts so paid shall not carry any interest and remain with the Promoters until the management of the New Buildings is transferred to the Society. The Promoters shall from and out of such contributions pay the common expenses in respect of the said Project.

12.2 The Allottee shall before taking possession of the said Apartment deposit with the Promoters amounts (as presently tentatively estimated and) specified in Part-A and Part-B of the Statement, **Annexure "II"** hereto, but which shall be finally determined at the time of handing over of possession of the said Apartment to the Allottee; the said amounts shall not bear interest. Of these, the amounts disclosed in Part-B shall not be refundable and may be appropriated by the Promoters towards and as agreed charges, and no accounts or statement will be required to be rendered by the Promoters to the Allottee in respect of the above amounts paid by the Allottee to the Promoters. The Allottee shall make payment of such amounts as more particularly set out in Annexure "2" hereto to the Bank Account of the Promoters, as detailed in **Annexure "II"** hereto. The unspent balance, if any, of the amounts mentioned in Part-A of the Statement received towards deposits shall be delivered by the Promoters to the Society, without interest.

12.3 The Promoters shall on transfer of the said Project to the Society, render to it a consolidated account of the total amount collected from all the Allottees of Apartments under Clause 12.1 and in respect of amounts @ Part-A of the Statement in Annexure "2" (referred to in Clause 12.2 above) and of the total amount spent out of the same, and pay over the excess or recover the deficit, as the case may be, to/from the Society. The rendition of the consolidated account to the Society and settlement of such account shall discharge the Promoters of their responsibility to refund excess, if any, out of such collections made from one or more of the acquirers of apartments and/or of recovering the deficit, if any, from one or more of them; the acquirers of apartments as members of the Society shall make up and adjust amongst themselves their respective accounts - the Allottee shall not be entitled to make any grievance or take any objection to the consolidation of all receipts and expenses in respect of the different apartments in the said building as aforesaid, and confirms that he shall claim the surplus or make payment of the deficit to the Society on such accounts being made up.

12.4 The Allottee/s hereby agrees that in the event of any amounts being levied by way of premium and other charges, betterment charges and/or development tax, security deposit, charges for the purpose of giving water connection, drainage connection and electricity connection / payable to the Corporation and/or to State Government, Adani Electricity Mumbai Limited or any private electricity provider, or payment in the nature of any tax, levy deposit, registration fees, GST, administrative charges, fees, cess duty and other levies and taxes by whatever name called becoming payable by the Promoters, the Allottee shall, until transfer of the New Building to the Society, pay the same to the Promoters in proportion to the area of the said Apartment. It is agreed that the betterment charges referred to hereinabove shall mean and include charges which may be claimed in respect of installation of water lines, water mains, sewerage line, sewerage mains, electric cable, electric substation (if any), making and maintaining of Internal Roads and access to the portions of the Larger Lands where the New Building (in which it is comprised) is constructed, drainage layout and all other facilities.

12.5 The Promoters have informed the Allottee that the Promoters are required as a stipulation by the Corporation to provide a centralised Sewage Treatment Plant (STP) to recycle and treat water and supply such treated water to buildings in the Complex. The costs of managing, operating and maintaining such STP shall be equitably apportioned amongst the acquirers of apartments in the various building/s in the Complex to whom such supply is being made available (including the New Building). The Allottee (as also all acquirers of Apartments in the Complex) shall be bound to abide by the obligations relating to use of recycled water.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS;

The Promoters hereby represent and warrant to the Allottee as follows:

- a. the Promoters have acquired the development rights of the Original Owners in respect of the First Schedule lands and the ownership rights in respect of the Second Schedule lands in the manner set out and disclosed at length in the Recitals. The Promoters state that subject to the portions which are reserved and/or subject to the payment of premium under the Scheme of the State Government for Surplus Vacant Lands under the ULCR Act the right of the Promoters to develop the First Schedule lands and the title of the Developers in respect of the Second Schedule lands is clear and marketable; as set out in the Title Report annexed to the Agreement, the Promoters have requisite rights to carry out the development of the Project on the portions of the Larger Lands shown so marked on the plan, **Annexure "II"** hereto, and are in actual, physical and lawful possession of the said portions for implementation of the Project,
- b. the Promoters have lawful rights and requisite approvals from the Corporation to carry out development of the Project and shall obtain the further requisite approvals from time to time to complete the development of the Project,
- c. there are no encumbrances on the portions of the Larger Lands forming the subject matter of the present development, save and except as disclosed in the Title Report,
- d. there are no litigations pending before any court of law in respect of the Project or the portions of the Larger Lands where the said New Building is being constructed, save and except as disclosed in the Title Report,

- e. all approvals, licences and permits issued by the Corporation with respect to the Project are valid and subsisting and have been obtained by following the due process of law; further all approvals, licences and permits to be issued by the Corporation with respect to the Project shall be obtained by following due process of law and the Promoters have been and shall at all times remain in compliance with all applicable laws in relation to the Project and the common areas,
 - f. the Promoters are entitled to enter into this Agreement and have not committed or omitted to perform any act or thing whereby their right title and interest of the Allottee created herein may be prejudicially affected,
 - g. the Promoters have not entered into any Agreement for Sale and/or Development Agreement or any other Agreement or Arrangement with any person or authority with respect to the Project and/or the Apartment which would in any manner affect the rights of the Allottee under this Agreement,
 - h. the Promoters are not restricted in any manner whatsoever from selling the said Apartment in the manner contemplated in this Agreement,
 - i. on execution of the Conveyance of the Complex to and in favour of the Co-operative Housing Association in the manner as provided elsewhere in these presents, the Promoters shall hand over lawful vacant peaceful physical possession of the common areas in the Complex to such Co-operative Housing Association; further the Promoters shall also then, or on any earlier Conveyance of the said New Buildings as provided for herein, hand over lawful, vacant peaceful physical possession of the common areas comprised in the New Buildings to the Society(ies) formed in respect of such New Buildings,
 - j. the Promoters have duly paid and shall continue to pay and discharge the undisputed Government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings whatever liable to be paid by them with respect to the Larger Lands (and the Project) to the Corporation and other concerned authorities, and
 - k. the Promoters have not received any notice from the Government or from the Corporation or under or by virtue of any legislative enactment, government ordinance or notification (including any notice for acquisition or requisition of the said Larger Lands) other than as disclosed herein and in the Title Report.
14. The Promoters have also informed and conveyed to the Allottee that –
- a. as disclosed in the Recitals (and as also disclosed in the plan annexed hereto and marked **Annexure “II & “V”**), the Promoters have, as part of their larger scheme of development, constructed 3 (three) basement podiums with a Club House of Ground and one upper floor rising above the podium and Wings A, B, C and D, and sold Apartments therein to interested persons on ‘ownership’ basis; the acquirers of apartments in the Wings A and B have got registered separate Co-operative Societies in respect of the various Wings and they are in charge of the day-to-day management of the buildings and the affairs relating to such Wings; the Promoters are completed selling the remaining premises in Wings C and D and formed a separate Co-operative Societies in respect of the said Wings also; the acquirers of premises in Wings A and B and Wings C and D are in charge of the day-to-day management of their respective Wings and the affairs relating to such Wings,

- b. as disclosed in the plan annexed hereto and marked **Annexure “V”**, a DP road set back area admeasuring 81.25 sq meters, the BMC had Laid out DP Road which is to subdivided and transferred to BMC, further, as disclosed in the Recitals, the Promoters are pursuing their application for (i) correction of area of the Larger Lands, (ii) deletion of the D.P. Road passing through a part of the Larger Lands (also comprised in Sector II),
- c. Wings “E” and “F” (in Phase III as disclosed in the Recitals) now under construction and forming the Project, in which the subject matter of this Agreement is comprised, is got sanctioned and approved by claiming and availing the residual FSI and Development Rights, TDR and fungible FSI available on the Larger Lands,
- d. the Promoters shall lay out the residual entitlement of construction on the Larger Lands by laying out construction on the portions of the Larger Lands (not forming part of the Project and not comprised in this phase of development) shown marked on the plan annexed and marked **Annexure “II”**, including the Eighteenth to Twenty-fourth floors (in Phase IIIA as disclosed herein), and sell the apartments therein also to interested persons on ‘ownership’ basis, after obtaining requisite consents sanctions and approvals therefor from the Corporation and other concerned authorities,
- e. in the event the Promoters are for any reason unable to avail of or utilize the full development potential of the Larger Lands on and within the developable portions of the Larger Lands, the Promoters reserve the right, and shall be entitled to utilize such development potential either on the adjoining lands, by obtaining development rights in respect thereof, or to transfer such development potential in such manner as may be permissible, either to the adjoining or other lands, and in addition to or in the alternative also layout any part of the construction permissible on the Larger Lands as an extension to any one or more of the buildings in the said layout, utilizing the whole or such part of the construction potential of the Larger Lands as may be capable of being utilized on such portion,
- f. as intended by them – and as conveyed by them to acquirers of apartments in the buildings previously constructed by them on other portions of the Larger Lands – after the exploitation of the full potential thereof in the manner disclosed and/or outlined herein, and after the Promoters have sold all apartments therein and received and realized the amounts due to them, within the period provided herein transfer to the Co-operative Housing Association got registered by the Co-operative Societies of the buildings constructed and/or now under construction and/or to be hereafter constructed by the Promoters on the Larger Lands, and also buildings already previously constructed by them and referred to in the Recitals, a Conveyance of the Larger Lands and the buildings and other structures constructed thereon (excluding the portions which are required to be and/or are transferred to the Corporation or other public authorities, and the individual buildings transferred to individual Societies got registered in respect of the various wings) and procure such Co-operative Housing Association to in turn get the individual member Societies to enter into inter se covenants as may be determined to be just and equitable to secure the maintenance and management and rightful enjoyment of the facilities in the said Complex by all the acquirers of apartments in the Complex; the Co-operative Housing Association would look after, maintain and manage the common amenities, facilities and services like water/electric/gas supply lines, internal roads, telephone cables, street lighting, firefighting arrangements, electric sub-station drainage/sewer lines, recreation grounds and other related matters; the individual Society would be in independent management of all matters relating to the said wing, but matters relating to the

Larger Lands and/or common portions thereof including amongst others contribution to individual Societies to the maintenance and management of the common areas of the Complex would be subject to the governance of the Co-operative Housing Association; further the management and control of the Co-operative Housing Association would as far as possible be constituted in a manner as to secure equitable representation to its component members.

15. CONSENTS ON THE PART OF THE ALLOTTEE;

In pursuance of the provisions of the Scheme of development of the Project disclosed herein and as basis for the sale of the Apartment by the Promoters to him, the Allottee hereby agrees and grants his irrevocable consent to -

- a. the Promoters developing the other portions of the Larger Lands not comprised in the Project (including the Eighteenth to Twenty-fourth Floors over the Seventeenth Floor of Wings “E” and “F” as disclosed herein), using and utilising the potential of the Larger Lands (other than that comprised in the Project) on any basis whatsoever, by claiming and availing of all benefits and potential of the Larger Lands, in whatsoever manner becoming available (including that which may accrue hereafter), and selling apartments in the Wings so constructed on such portions on ‘ownership’ basis and appropriating to themselves the entire sale proceeds thereof; the Allottee confirms that neither he nor the Society got registered in respect of the New Buildings forming the subject of the present phase of development shall object to or interfere with the same,
- b. the Promoters making alterations in apartments other than what is agreed to be sold to the Allottee herein, so as to permit non-residential use thereof as by clinics, consultation rooms, professional offices, recreation centres, guest-houses, co-living spaces or for other permitted user as may not be objected to by the local authority, and selling such apartments for such use, and
- c. the Promoters letting out on leave and licence or tenancy or lease basis any of the apartments in the New Buildings now under construction as part of the Project to persons of their choice, subject to payment of periodical rent/compensation, and if the Promoters so choose, then to get themselves or their nominees enrolled as members in respect of such apartments of the Co-operative Society, when registered.

16. The Allottee on taking possession of the said Apartment, with intention to bind all persons in whomsoever hand the said Apartment may come, covenants with the Promoters that -

- a. he will pay to the Promoters the instalments of price of the said Apartment and other amounts becoming due hereunder (including the amounts specified in **Annexure “2”** hereto, payable against possession of the said Apartment) on the respective due dates as provided herein, time being of the essence,
- b. he will take possession of the said Apartment within fifteen days of the Promoters offering him possession thereof after executing appropriate documents recording and evidencing such possession, and pursuant to and to effectuate the provisions hereof, subject to the provisions of Clauses 4.1, 4.2, 4.7, 4.8 and 12.2 above.
- c. use and/or permit to be used the said Apartment only as residence or for such other purpose as may be permitted by the concerned local authority, and will not use or permit to be used the said Apartment for any other purpose, and in

particular for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of neighbouring building/s/apartments or for any illegal or immoral purposes,

- d. not to store in the said Apartment any goods of a hazardous, combustible or dangerous nature, or which is likely to damage the construction or structure of the said building, or the storage of which is objected to or not approved/licensed by the concerned local or other authority, or carry or cause to be carried heavy packages to the upper floors of the said building which may damage the entrances, staircase and common passages of the building,

(if any damage or loss is caused to the Promoters or to other occupants in the said building by breach of the provisions of sub-clauses (c) or (d) above, or on account of any negligence or default on his part, he alone will be liable for the consequences thereof),

- e. not throw or permit to be thrown any dirt, rubbish, rags, garbage or other refuse from the said Apartment into the common portions of the said Wing/s and/or any portion of the said Complex,
- f. by reason of acquiring a premises in the said Wing in the said Complex, not claim any right to park motor vehicles in the stilt, podium or basements of the said building or in any part of the said Complex; if he so desires, he will park his vehicles in any Car Parking Space in the basements or podium acquired from the Promoters on 'ownership' basis or on licence, and subject to payment of any charges due on account thereof until transfer of the said Wing and/or the said Project to the Society or, as the case may be, the Co-operative Housing Association as contemplated herein,
- g. not encroach upon or make use of any portion of the said Wing not agreed to be acquired by him,
- h. restrict his claims only to the said Apartment agreed to be acquired by him hereunder, and not claim any right to put up any construction on the Larger Lands or to make any variations or alterations in the said Apartment, and also not claim any right to put up additional construction which may result in the reduction of further area of construction, if any, permissible on the Larger Lands, and the Promoters alone shall be entitled to avail of the benefit of all manner of constructions permissible on the Larger Lands, whether available at present or which may become available hereafter, till the same are transferred to the Co-operative Housing Association in the manner provided and disclosed elsewhere in this Agreement; this shall include the benefit of the balance or additional construction available under the D.C. Rules or the municipal bye-laws rules and regulations for the time being in force and/or by way of any special concession in or on account of any modification of the present bye-laws rules or regulations relating to sanction or calculation of F.S.I., compensation in lieu of area lost in road set-back, reservation, implementation of any scheme of the Government or its agencies, development and handing over of any amenity or facility or otherwise howsoever,
- i. not let out sub-let, transfer or part with possession of the said Apartment or transfer or assign his right title or interest in the said Apartment or the benefit factor of this agreement until all amounts payable hereunder to the Promoters have been fully paid and discharged, and only if there is no subsisting breach or non-observance of any of the terms conditions or provisions hereof, and after obtaining the prior written consent of the Promoters in that behalf,

- j. he shall at all times abide by the terms of the sanction granted by the Corporation, including the various undertakings and/or agreements as may have been executed in favour of the Corporation as conditions for such sanction,
- k. at his own costs carry out all internal repairs and maintain the said Apartment in good and tenantable repair and condition from the date of his taking possession of the same and not do or suffer to be done anything in or to the said building or the said Apartment or in the staircase or passages thereof which may be against the rules, regulations or bye-laws of the concerned local or any other authority, or alter or make any addition in or to the said Wing or the said Apartment,
- l. not slaughter any animals in the precincts of the Complex,
- m. not hang clothes for drying or otherwise on any of the outside walls, grills or windows of the said Apartment, and hang and dry clothes only in the drying area provided within the said Apartment,
- n. not do or permit to be done any act or thing which may render void or voidable any insurance of the said Wing in which the said Apartment is situate or any part thereof or whereby any increased premium may become payable in respect of such insurance,
- o. not demolish or cause to be demolished the said Apartment or any part thereof, nor close or permit to be closed the veranda/s or balconies of the said Apartment or make or cause to be made any addition or alteration of whatsoever nature to or in the said Apartment or any part thereof, or effect any alteration in the elevation or colour scheme of the said Wing, and will keep the sewers, drains, pipes, etc. in the said Wing /Apartment in good and tenantable repair and condition, and in particular so as to support shelter and protect the other parts of the said Wing, and not chisel or in any other manner damage the columns, beams, walls, slabs, RCC parties or other structural members in the Wing without the prior written permission of the Promoters or of the Society,
- p. along with acquirers of other apartments in the said Wing pay to the local authority, State Government or any other authority any betterment charge, development tax, fire tax or any other tax or levy payable in respect of the whole of the said Wing, sharing the same amongst themselves in proportion to the carpet areas of the different apartments in the said Wing,
- q. within one month of demand by the Promoters rectify any defect or want of repairs pointed out to him by the Promoters in the said Apartment/Wing,
- r. carry out along with the acquirers of other apartments in the said Wing at their joint costs, without holding the Promoters liable or responsible for the same, all repairs, additions and alterations in or to the said Wing and the said Apartment as may be required to be carried out by the Government, local or any other authority after issue of Occupation/Completion Certificate for the same,
- s. allow the Promoters and their agents/servants to enter upon the said Apartment and carry out repairs therein for maintaining, rebuilding and keeping in good order and condition all sewers, drains, pipes, cables, water pipes, gutters, electric wires, etc. in the said Wing and for other similar purposes, and also for cutting off water/electric supply to any apartments in the said Wing the occupant whereof may have committed breaches of the terms of the agreement executed by him with the Promoters, or the bye-laws and regulations of the Society,

- t. submit letters to and abide by such conditions as may be stipulated concerning or regulating the fit-outs to be carried out in the said Apartment and not commit any breach of the terms thereof,
- u. not carry out any additions alterations or renovation to the said Apartment at any time after taking possession thereof, except after obtaining prior written permission of the Promoters or the Society, as the case may be, and only after complying with such conditions as the Promoters / Society may stipulate in this behalf, including for the said purpose by keeping deposited such sum as may be stipulated to secure the due observance and performance of the terms thereof and to abide by and carry out such works only in the manner and without committing any breach of the terms on which such works have been permitted to be carried out,
- v. wherever stipulated by the Promoters / Society as a term of the fit-out, carry out the water proofing works in the said Apartment only through a common Contractor as may be designated by the Promoters / Society for the purpose and in compliance with the stipulation as may be imposed by such Contractor,
- w. not carry out any work in the said Apartment which may in any manner cause any damage to any of the other apartments above below or adjacent to the said apartments; if on account of any works so carried out by the Allottee, any loss or damage is caused to any of the neighbouring apartments on the same floor or to apartments above or below the said Apartment, the Allottee shall at his own costs be liable to make good such loss or damage, and keep the Promoters and the Society indemnified of from and against any loss damage or consequences of such work carried out by the Allottee,
- x. not permit to be kept or brought into the said Apartment any pet other than a pet dog; further, the Allottee himself shall be personally liable for the proper safe and acceptable conduct of such pet; in particular, the Allottee shall ensure that such pet does not become a nuisance to the other occupants in the said building; further also, that such pet is always maintained on a leash when moving in any part of the Complex other than in the said Apartment; further also that the pet does not defecate or urinate in any part of the common portions of the Complex; if the pet so defecates, the Allottee shall be personally liable to ensure that the same is forth with removed and cleared up and cleaned and disinfected; the Allottee further covenants that in the event of default or failure, for every instance of such dog poop remaining un-removed, un-cleared and un-cleaned, the Allottee shall be liable to pay a sum of Rs.500/- (Rupees five hundred only) for every occasion when such dog poop has to be removed and the liability to make such payment shall be at par with other payment obligations of the Allottee as provided in these presents and all remedies available to enforce such payment shall extend to recovery of such sum also; the Allottee shall further be bound and liable to abide by any decision that the Promoters (until formation of the Society) and after formation of the Society, the Society may take about not permitting the dog to be brought in or walked on designated portions of the Complex or permitting the pet dog to be taken through lifts installed in the building; the Allottee shall also be liable to ensure that any such pet dog as he brings in or permits to be in the said Apartment is properly innoculated, and further that it is not exposed to or becomes a carrier of any disease, and
- y. he shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereto that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance

of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies; he shall also abide by conditions laid by the Society regarding occupancy and use of the Apartment in the Building, and further shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

17. Nothing contained in this agreement is intended to be nor shall be construed to be a grant, demise or assignment in law of the said Apartment or of any portion of the Larger Lands or the New Building(s) now under construction thereon. Such conferment insofar as the New Buildings is concerned shall take place on transfer and conveyance of the New Buildings in favour of the Society got registered in respect thereof in the manner provided herein. Insofar as the conferment of rights to the Larger Lands is concerned, the same shall take place only on the transfer of the Larger Lands to the Apex Co-operative Society / Co-operative Housing Association in the manner contemplated and disclosed herein, by a regular Conveyance. The Allottee shall until transfer as aforesaid have no claim save and except to the said Apartment hereby agreed to be acquired by him, and all open spaces, parking spaces, lobbies, staircase, terraces, etc. and the portions of the Larger Lands not forming part of the New Buildings shall remain the property of the Promoters until the New Buildings and the Larger Lands are transferred in the manner hereinbefore mentioned.

18. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE;

18.1 The Promoters shall be entitled to mortgage the unsold apartments in the New Building to augment the funds of the Promoters or to part-finance the development of the New Building or to otherwise raise monies or secure any obligations, and the Allottee hereby expressly records and confirms his consent to the same.

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

19. LOAN AND MORTGAGE BY THE ALLOTTEE;

19.1 The Allottee shall be entitled to avail loan from a bank/ financial institution and to mortgage the said Apartment by way of security for repayment of the said loan to such bank/financial institution, with the prior written consent of the Promoters. The Promoters shall permit and issue its no objection letter to the Allottee in the format as may be finalized by the Promoters, to enable the Allottee at his sole risk, cost and expenses to obtain loans from the bank and /or Financial Institution by mortgaging the said Apartment. The Promoters shall however be entitled to refuse permission to the Allottee for availing any such loan and for creation of any such mortgage/ charge, in the event the Allottee has / have defaulted in making payment of the Total Consideration and/or other amounts payable by the Allottee under this Agreement.

19.2 All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said Apartment, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the said Apartment, shall be solely and exclusively borne and incurred by the Allottee. The Promoters shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage. Notwithstanding any of the provisions hereof, the Allottee hereby agrees that the Promoters shall have first lien/charge until all the amounts including the Total Consideration, taxes and other charges and amounts

payable in respect of the said Apartment have not been paid and the Allottee has no objection and hereby waives his right to raise any objection in that regard.

19.3 The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoters in any manner and shall be subject to and shall ratify the right and entitlement of the Promoters to receive the Total Consideration and other balance amounts payable by the Allottee under this Agreement.

19.4 The Allottee hereby indemnifies and shall keep indemnified the Promoters from and against all claims, costs, charges, expenses damages and losses which the Promoters may suffer due to any action that may be initiated by the Bank/ Financial Institution on account of such loan or for recovery of loan on account of any breach by the Allottee of the terms and conditions governing the said loan. Notwithstanding any of the provisions hereof, the Allottee hereby agrees that the Promoters shall have first lien/charge on the said Apartment towards all the claims, cost, charges, expenses, losses incurred by the Promoters and the Allottee undertakes to reimburse the same to the Promoters without any delay or demur or default. The Allottee hereby further indemnified and shall keep indemnify the Promoters, its partners, agents, executive and officers of and against any action, damages or loss due to breach of any terms and conditions and/or the covenants given by the Allottee under this Agreement for which the Allottee shall be solely liable and responsible.

20. FACILITY MANAGEMENT;

The Promoters have informed the Allottee that the Promoters would, with a view to secure that until the Society got registered in respect of the New Buildings by the acquirers of apartments therein are able to take full and complete charge of the administration of the New Buildings, and the Co-operative Housing Association is able to take charge of the administration of the remaining parts of the Complex, and with a view to secure that on account of dissensions amongst the purchasers of apartments, the maintenance servicing and working of the various amenities and facilities provided in the New Buildings (as also other portions of the Complex) do not suffer, the Promoters reserve the right to tie up with a professional Facility Management Agency for provision of cleaning of the common portions of the building, lift and staircase, collection and disposal of garbage from individual apartments, the working of water supply arrangements, the provision of proper security arrangements, the working of equipments which may be provided for securing safety of the occupants of the New Buildings provided in the Complex, the maintenance of common portions in the Complex, the operation of the amenities provided in the New Buildings and attending to the general maintenance of the New Buildings. As a term of the Agreement herein, with a view to achieve the aforesaid, the Promoters have stipulated that they would be entrusting the aforesaid facilities, in the first instance, to a Facility Management Agency and the acquirers of apartments would be liable, as part of their obligations, to contribute the proportionate share of the amounts payable by them, including the fees and charges payable by them to the Facility Management Agency. The Allottee has acquainted himself with the said stipulation and the consequences thereof, including the resulting financial implications therefrom. The Allottee confirms that he shall abide by and give effect to the said stipulation and not raise any grievance about the same.

21. The Promoters will have a right to install or have installed their logo in/upon one or more places in the New Buildings together with a statement about the same having been developed by them, and the Promoters reserve to themselves (and the Allottee covenants that he and the Society formed of apartment – purchasers shall at all times facilitate and not obstruct) full, free and complete right of way and means of access to such place/s at all times for the purpose of repairing, painting, altering or changing the logo at their own costs and the Allottee or the Co-operative Society/Co-operative

Housing Association that may be formed shall not change, remove or disturb the logo so installed at any time under any circumstance whatsoever.

22. NOMINEE;

22.1 The Allottee may separately nominates as his nominee/s in respect of this Apartment and the benefit of this Agreement. On the death of the Allottee, the Nominee shall assume all the obligations of the Allottee under this Agreement in respect of the said Apartment, and shall be liable and responsible to perform the same, so far as permissible in law. The Allottee shall at any time hereafter be entitled to substitute the name of the Nominee. The Promoter shall only recognize the Nominee or the Nominee substituted by the Allottee (if such substitution has been intimated to the Promoters in writing) and deal with him in all matters pertaining to the said Apartment, till the time the necessary order of the Court of law has been obtained by any legal heirs and/or representatives of the Allottee.

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

23. BINDING EFFECT;

Forwarding this Agreement to the Allottee by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan at **Annexure "II"** within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoters. If the Allottee(s) fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the application of the Allottee shall stand cancelled without any further act of parties, and all sums deposited by the Allottee in connection therewith, including the booking amount shall be forfeited to the Promoters, and the Allottee shall then cease to have any right or interest to or in the said Apartment or against the Promoters.

24. ENTIRE AGREEMENT;

The Parties record that the Agreement herein with its schedules and annexure constitutes and records the entire Agreement between the Parties with respect to the subject matter hereof, and all understandings, agreements, allotment letter, correspondence, arrangements, whether written or oral, if any between the Parties with regard to the said Apartment are superseded and/or merged in these presents. The Parties further confirm that there is no other collateral agreement or arrangement between the Parties. Accordingly, the Allottee shall not set up any right or claim on the basis of any brochures or other promotional material that they may have been circulated or that may hereafter circulated in respect of the New Building and the development proposed therein, it being agreed between the Parties that the full and complete agreement between the Parties is as recorded in these presents, and all previous representations shall be deemed to be merged in what is recorded by these presents.

25. WAIVER;

Any delay or indulgence shown by the Promoters in enforcing the terms hereof, or any forbearance or giving of time by the Promoters to the Allottee shall not be construed as waiver on the part of the Promoters of any breach or non-compliance with any of

the terms or conditions hereof by the Allottee, nor shall the same in any manner prejudice the Promoters' rights in law or hereunder.

26. NOTICE;

26.1 All notices to be served on the Allottee and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or to the Promoters by Registered Post A.D. and notified Email ID/ Under Certificate of Posting at their respective addresses specified below, viz.

In the case of the Promoters:

Shivranjani Properties LLP

601, Orbit Plaza, New Prabhadevi Marg,
Prabhadevi, Mumbai - 400 025, Maharashtra.

Email ID: legal@pridelifestyles.com

In the case of the Allottee(s):

Ms Snehal Shivram Mijar (Nee Mrs Snehal Sidhartha Rokade)

Mr Sidhartha Prakash Rokade

Mr Shivram Bhuwar Mijar

A-502, Crystal Enclave, Near Prime Academy School,
Military Road, Marol, Andheri East (400 059)

Email ID:

26.2 It shall be the duty of the Allottee and the Promoters to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post, failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoters or the Allottee(s), as the case may be.

27.3 A notice shall be deemed to have been served (a) if personally delivered at the time of delivery and (b) if sent by Courier, Registered Post A.D. or by E-mail, at the time of delivery thereof to the person receiving the same.

27. JOINT ALLOTTEES;

27.1 In case of joint Allottees, the ownership interests acquired and to be held by them in the Apartment shall be as under, viz.

Allottee No.1 : %

Allottee No.2 : %

Allottee No.3 : %

Provided however that the obligations of such Joint Allottees under this Agreement to the Promoters shall always be joint and several.

27.2 In case there are joint Allottees, all communications shall be sent by the Promoters to the Allottee whose name appears first and at the address given by him, which shall have all intents and purposes, and deemed to have been properly served on all the Allottees.

28. RIGHT TO AMEND;

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

29. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEES / SUBSEQUENT ALLOTTEES;

It is clearly understood and so agreed by and between the Parties that all provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable and enforceable against any subsequent Allottee of the Apartment in case of any transfer, and the obligations binding the Allottee shall bind such transferee to the same extent as it binds the Allottee.

30. SEVERABILITY;

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

31. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT;

Wherever in this Agreement it is stipulated that the Allottee has to make any payment in common with other Allottee(s) in the Project, the same shall be in proportion of the carpet area of the said Apartment to the total carpet area of all other apartments in the Project. Further wherever in this Agreement it is stipulated that the Allottee has to make any payment in common with other Allottee(s) in Sector I, the same shall be in proportion of the carpet area of the said Apartment to the total carpet area of all apartments in Wings A to F (after its construction and completion). Further also wherever any payment has to be made in common with allottees of apartments in the Complex generally, the same shall be in proportion of the carpet area of the said Apartment to the total carpet area of all apartments for the time being and on its completion of all buildings in the Complex.

32. FURTHER ASSURANCES;

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

33. PLACE OF EXECUTION;

The execution of this Agreement shall be completed only upon its execution by the Promoters through their respective Authorised Signatories at the Promoters' office at Mumbai. After the Agreement is duly executed by the Allottee and the Promoters or simultaneously with the execution of this Agreement, this Agreement shall be registered at the office of the concerned Sub-Registrar of Assurances, Mumbai.

34. This Agreement shall always be subject to the provisions of the said Act, the said Rules and the said Regulations or any statutory requirement or modification thereof.

35. GOVERNING LAW;

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

36. DISPUTE RESOLUTION;

Any dispute between the Parties shall, so far as may be, be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred for resolution to the Conciliation Forum in terms as provided under the RERA Act and the Regulations made thereunder.

37. STAMP DUTY AND REGISTRATION;

All the Stamp duty on these present or any part thereof payable on these presents or any other documents to be executed pursuant hereto shall be borne and paid by the Promoters exclusively. And the Registration charges payable on these presents documents to be executed pursuant hereto shall be borne and paid by the Allottee exclusively,

IN WITNESS WHEREOF the Parties have set and subscribed their respective signatures hereto at Mumbai the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO:

Firstly:

ALL THAT the land bearing Survey No.16, Hissa No.11 CTS No.124 of Village Marol, Taluka-Andheri, Mumbai Suburban District admeasuring 17,377 sq. mtrs. or thereabouts, but presently showing as bearing 14,477 sq. mtrs. in the CTS records.

Secondly:

ALL THAT the land bearing Survey No.16, Hissa No.8, CTS No.125 of Village Marol, TalukaAndheri, Mumbai Suburban District admeasuring 1,192.20sq. mtrs. or thereabouts

THE SECOND SCHEDULE ABOVE REFERRED TO:

ALL THAT the lands bearing Survey No.16, Hissa No.7, CTS No.126 of Village Marol, Taluka Andheri, Mumbai Suburban District admeasuring 1,337.30 sq.mtrs. or thereabouts.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(being a description of the Apartment forming the subject matter of these presents)

ALL THAT the Apartment No. **804** on the **08th** Floor (above the stilt and podium – and above the three basements) of Wing “**F**” of the New Building admeasuring **820.76** sq.ft. i.e. **76.25** sq.mtrs. or thereabouts carpet area now under construction on the Larger Lands more particularly described in the **First Schedule** and **Second Schedule** hereunder written together with **One** Car Parking Spaces

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(being a description of the specification of the Amenities to be provided in the said Apartment)

AMENITIES & SPECIFICATION INSIDE THE APARTMENT

Living, Dining and Bed Rooms,

- Zetop / or equivalent make Tropicana Gold Vitrified Tiles 800mmX 800mm in Flooring

Kitchen:

- Vitrified Tiles flooring,
- Granite Kitchen Platform with colour glazed tiles dado on platform side
- Nirali / or equivalent Stainless Steel sink 455mmX 533mm, with universal Angle valve, bank loop sink tank.
- Smoke & Gas lead detector,
- Electrical points for refrigerator, exhaust, (piped gas connection, Subject to availability).

Bathrooms:

- Ceramic flooring, glazed dado tiles,
- Wall Hung W/C with Seat Cover and wash basin - Make Toto/ or equivalent
- Wall mounted washbasin make TOTO
- Flush Valve.
- Shower area Concealed Body Single Lever Mixture and spout.

Doors and Windows:

- Both side laminated decorative Main Door 45mm, Bed/Bath Rooms 35 mm flush door on red Marandi wooden polished frame, with iron margarine,
- 1-inch series 18-gauge Aluminium section (Jindal/equivalent) powder coated/ Anodized sliding 4/3 Track, with provision of track for mosquito net,
- Single shutter Open able side hung window/ Ventilators of Aluminium powder coated/Anodised, with 4mm one panel fixed frosted glass or Louvers,

Electrical:

- Conceal copper wiring with extensive layout with modular switches point for TV and AC,
- Air Circuit breakers of GE Intelliguard make,
- Distribution Board of Siemens Beta Guard.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

COMMON AREAS AND FACILITIES:

- A. Common access roads and compound of the Complex, i.e. the open area of land appurtenant to the buildings in the Complex, but excluding the open car parking spaces in the compound allotted/to be allotted to any of the acquirers of apartment.
- B. Demarcated open terrace above the top floor of the wing of the building in which the Apartment is situate - as may be determined by the Promoters as an open terrace by the member owning residential apartments in the said wing but not for putting up any construction or as a play area or any such objectionable user; if the Promoters do not sell the remaining area of the terrace in pursuance of the Promoters' right and authority in that behalf, such remaining area shall also be a common area and facility.
- C. Submersible pump.
- D. Separate water tank.
- E. Common lighting in the common access leading to various buildings.
- F. Common electric connection for the Complex.
- G. Sewage Treatment Plant.
- H. Fire-fighting equipment and other attendant and support facilities

LIMITED COMMON AREAS AND FACILITIES:

- A. Mid-landing and landing on the floor of the respective Wing of the said building in which the particular apartment is located, as a means of access to the said apartment but not for the purposes of storage or as a recreation area or for residence,
- B. The entrance lobby, staircase of the respective Wing of the building, the lifts and the lift machine-room – which shall be for the exclusive use of the residents of the particular wing, and persons having occasion to visit them

WING - SPECIFIC COMMON AMENITIES:

- 1. R.C.C underground and overhead water tanks.
- 2. Pump/s.
- 3. Lift.
- 4. Light and electrical fittings in the staircase, entrance hall and in the common passage.
- 5. Meter room.
- 6. Exterior Plumbing fixtures.
- 7. Firefighting System

LIMITED COMMON AMENITIES:

- 1. Open Car Parking Space at the podium and under the stilt.
- 2. Car Parking Spaces under the podium.
- 3. Terrace above the Top Floor, only to the extent required to service the common amenities mentioned above.

SIGNED and DELIVERED by the) for **SHIVRANJANI PROPERTIES LLP**
Within named **PROMOTERS**)
SHIVRANJANI PROPERTIES LLP)
By the hand of its partner)
MR. DHANNALAL P JAIN)

MR. CHANDRESH G JHUNJHUNWALA)

in the presence of:)

Partners

SIGNED and DELIVERED by the)
Within named **ALLOTTEE**)

Ms. Snehal Shivram Mijar)
(Nee Mrs. Snehal Sidhartha Rokade))

Mr. Sidhartha Prakash Rokade)

Mr. Shivram Bhuwar Mijar)

in the presence of:)

RECEIVED of and from the Allottee above)
Named the sum of **Rs. 14,00,000/- (Rupees)**)
Forteen Lakhs Only being the amount)
expressed within to have been by Allottee)
to us at or before the execution hereof.) **Rs. 14,00,000/-**

WE SAY RECEIVED,
For SHIVRANJANI PROPERTIES LLP

Witnesses:

Designated Partner

“ANNEXURE I” ABOVE REFERRED TO

(Being the Schedule by which the Allottee is to discharge the Sale Price)

Allottee’s Details, Description of the premises & Consideration payment plan.			
Allottee:		PAN No.	
1. Ms Snehal Shivram Mijar (Nee Mrs. Mrs Snehal Sidhartha Rokade)		APLPM2281H	
2. Mr. Sidhartha Prakash Rokade		ANGPR3983G	
3. Mr. Shivram Bhuwar Mijar		AHNPM8447M	
Mail id:			
Address: A-502, Crystal Enclave, Near Prime Academy School, Military Road, Marol, Andheri East (400 059)			
Project: Park Royale			
Flat No.	804	Floor	08th
Wing	F	Carpet Area (Sq. Mtr.)	76.25
No. of LMV- Parking in Basement	One	Level & Parking No.	Basement -2
No. of Two-wheeler Parking	-	Location & Parking No.	-
Consideration			Amount in Rs.
i	Lumpsum Consideration for the Apartment		2,14,60,000
ii	Stamp Duty		NIL
iii	GST as Applicable		10,73,000
A	Total / Lumpsum Consideration		2,25,33,000
In Words: Two Crore Twenty Five Lakhs Thirty Three Thousand Only.			
Payment Schedule for the total Consideration			
Sr. No.	Payment Schedule	%	Amount in Rs.
1	At or before the execution hereof (the Allottee has paid the same, and the Promoters admit and acknowledge receipt of the same)	09	19,31,400
2	On Obtaining C.C. up to Plinth (Including Booking Amount)	21	45,06,600
3	On Completion of 1 st floor, 3 rd floor, 6 th floor, 9 th floor slab of the wing in which the said Apartment is located @ 6% on each slab.	24	51,50,400
4	On completion 12 th , 15 th , 18 th & Terrace Slab of the wing in which the said Apartment is located @ 4% on each slab	16	34,33,600
5	On completion of the wall, internal plaster, of the said Apartment.	05	10,73,000
6	On completion of the flooring, electrical work of the said Apartment.	05	10,73,000
7	On fixing of doors and windows of the said Apartment	05	10,73,000
8	On Completion of External Plumbing and external plaster, elevation, of the wing in which the said Apartment is situated.	05	10,73,000
9	On installation of the lifts, water Pumps, Electrical Fittings, Sanitary fitting, Entrance Lobbies of the wing in which the said Apartment is Located.	05	10,73,000
10	On notice of possession.	05	10,73,000
	TOTAL	100%	2,14,60,000

	<ul style="list-style-type: none"> The aforesaid schedule is not chronological and payment for any of the aforesaid milestones may become due before or after the other milestone, depending on the date on initiation of the relevant milestone. At the time of execution hereof upfront payment for the work done or agreed consideration would be payable
	All Payments in favour of “ SP Park Royale Phase III Collection A/C ” For RTGS/ NEFT Account No 50200076456285 IFSC HDFC0000012 HDFC Bank, Prabhadevi Branch Mum-25
B	Registration Fees Charges at time of Registration 40,000
C	Other Charges payable, at the time of Promoters offer the possession of the Premises Amount in Rs.
1	Share Money + Entrance Fee 600
2	Legal Charges 17,000
3	Electric / Water Meter related charges 50,000
4	MCGM Property Tax for 12 Month Estimated (Provisional Amount) 15,000
5	Maintenance Deposits (12 Months) Rs. 10/- per sq. ft. on Carpet area 98,520
6	GST of RS.3350 Payble 3,350
7	Piped Gas (Subject to Availability) 7500
TOTAL	1,91,970
	All amounts stated hereinabove are exclusive of GST & other indirect Taxes, all such Indirect Taxes/Levies have to be Borne and paid by the purchaser separately immediately upon the same being due and payable to the Govt. and demanded by the Promoter.

DATED THIS ____ DAY OF _____ 2024

Between

SHIVRANJANI PROPERTIES LLP

And

**Ms. Snehal Shivram Mijar
(Nee Mrs Snehal Sidhartha Rokade)**

Mr. Sidhartha Prakash Rokade

Mr. Shivram Bhuwar Mijar

AGREEMENT FOR SALE

Apartment No. **804** on the **08th** Floor in Wing "**F**" of the building **PARK ROYALE** along with Parking Space(s) No(s) **One** Car Parking Space(s) at the **Basement -2** Level/Independent/Tandem/Stack **Nil** Upper and/or Lower level of Stack Car Parking Slot(s) at the **Nil** Level/ **Nil** Two-Wheeler Parking(s) at the **Nil** Level underneath the said building situated at Marol, Andheri, Mumbai.

NARAYANAN & NARAYANAN,
Advocates & Solicitors,
Windsor Chambers, 1st Floor,
Corner of Cawasji Patel Street
&Janmabhoomi Marg,
Fort, Mumbai - 400 001.