

## **AGREEMENT FOR SALE**

**THIS AGREEMENT** made at Mumbai this \_\_\_\_ day of \_\_\_\_\_ in the Christian Year Two Thousand and Twenty-Four (2024):

### **BETWEEN**

**SHIV INFRA VISION PRIVATE LIMITED**, (PAN –: AAUCS0848K), a private limited company incorporated and registered under the provisions of the Companies Act, 2013 having its registered office at 1<sup>st</sup> Floor, R.C. House, the Grand Residency, Near Sheetal Cinema, LBS Marg, Kurla West, Mumbai 400 070, hereinafter referred to as “**the Promoter 1**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors-in-title and assigns) of the **FIRST PART**;

### **AND**

**PORTSMOUTH BUILDCON PRIVATE LIMITED**, (PAN:-AAMCP1471H), a company incorporated and registered under the provisions of the Companies Act, 2013 and having its registered office at Adani Corporate House, Shantigram, Near Vaishno Devi Circle, SG Highway, Khodiyar, Ahemdabad - 382421, Gujarat and corporate office at 601, Hallmark Business Plaza, Opposite Guru Nanak Hospital, Bandra (East), Mumbai – 400 051, hereinafter referred to as “**Promoter 2**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors-in-title and assigns) of the **SECOND PART**;

### **AND**

**Mr. Shray Vasudeva** aged about **33** years (PAN: AQHPV8295M), Indian Inhabitant / **Mrs. Rati Ravi Kant** aged about **33** years (PAN: DEMPK1453Q) having their address for the purpose of these presents at **Wing A, 702 , ITUS Dinanath , Opp Kokilaben Dirubhai Hospital , Lokhandwala, Andheri West , Mumbai - 400053**. hereinafter referred to as “**Allottee/s**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of individual/s (his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the HUF and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and the heirs, executors and administrators of the last survivor of them and in case of a company/ body corporate its successors and permitted assigns) of the **THIRD PART**.

The Promoter 1 and the Promoter 2 are hereinafter collectively referred to as “**the Promoters**”.

The Promoters and the Allottee/s are hereinafter collectively referred to as “**the Parties**” and individually as “**Party**”.

**WHEREAS:**

A. The Promoters have undertaken development / re-development (“**the said Scheme**”) of *inter-alia* all those piece and parcels of lands admeasuring in aggregate 26,522.80 square meters, situated, lying and being at Village Ambivali, Taluka Andheri, Andheri (West), Mumbai – 400 053 (“**the Larger Land**”), together with the structures standing thereon (hereinafter collectively referred to as “**the Larger Property**”), under the provisions of Regulation 33(10) of the Development Control Regulations for Greater Mumbai, 1991 (“**DCR**”) and/or under relevant provisions of Development Control and Promotion Regulation for Greater Mumbai, 2034, as amended from time to time (“**DCPR**”), pursuant to the following deeds and documents:

- (i) Joint Development Agreement dated 31<sup>st</sup> March, 2022, registered with the Office of the Sub-Registrar of Assurances at Andheri No.1 under Serial No.BDR-1-7205 of 2022 (as modified from time to time) executed by and between the Promoter 1 and the Promoter 2 (“**Joint Development Agreement**”).
- (ii) Power of Attorney dated 31<sup>st</sup> March, 2022, registered with the Office of the Sub-Registrar of Assurances at Andheri No.1 under Serial No.BDR-7207 of 2022 executed by the Promoter 1 in favour of the Promoter 2 (“**Power of Attorney**”).

B. The Larger Land comprises of the following:

- (i) The First Land
  - (a) All those pieces and parcels of land bearing CTS Nos. 825/1 (part) and 825/2 (part) of Village Ambivali, admeasuring 21,197.30 square meters, situated, lying and being at Taluka Andheri, MSD, Link Road, Andheri (West), Mumbai 400 053 (“**the First Land**”), together with the structures standing thereon, collectively referred to as “**the First Property**”. The First Land is more particularly described in the **First Schedule** written hereinunder and is delineated in blue colour boundary line on the plan annexed hereto as **Annexure “A”**.
  - (b) The Government of Maharashtra / Collector of Mumbai Suburban District is the owner of a portion of the First Land bearing CTS No. 825/1 of Village Ambivali admeasuring 13,660.52 square meters; and

the Regional Transport Office, Mumbai West (“**RTO**”) is the owner of a portion of the First Land bearing CTS No. 825/2 (part) of Village Ambivali admeasuring 7,536.78 square meters.

- (c) The First Land is occupied by various slum dwellers, who have comprised themselves into two societies namely, (1) Andheri Anna Nagar Shiv Shakti SRA Co-operative Housing Society Limited (“**Anna Nagar Society**”), and (2) Andheri Kasam Nagar SRA Co-operative Housing Society Limited (“**Kasam Nagar Society**”), both registered under the provisions of the Maharashtra Cooperative Societies Act, 1960.

(ii) The Second Land

- (a) All those pieces and parcels of land bearing CTS Nos. 835 (part), 836 (part), 839/1 (part) and 839/2 (part) of Village Ambivali, admeasuring 5,325.50 square meters, situated. lying and being at Taluka Andheri, MSD, Link Road, Andheri (West), Mumbai 400 053 (“**Second Land**”) together with the structures standing thereon, collectively referred to as “**the Second Property**”. The Second Land is more particularly described in the **Second Schedule** written hereinunder and is delineated in red colour boundary line on the plan annexed hereto as **Annexure “B”**.
- (b) Maharashtra Housing and Area Development Authority (“**MHADA**”) is the owner of a portion of the Second Land bearing CTS No. 835 (part) of Village Ambivali admeasuring 877 square meters; the Government of Maharashtra is the owner of a portion of the Second Land bearing CTS No. 836 (part) of Village Ambivali admeasuring 1,548.80 square meters; Municipal Corporation of Greater Mumbai (“**MCGM**”) is the owner of a portion of the Second Land bearing CTS No. 839/1(part) of Village Ambivali admeasuring 1,757.10 square meters and CTS No. 839/2 (part) of Village Ambivali admeasuring 1,142.60 square meters.
- (c) The Second Land is occupied by various slum dwellers, who have comprised themselves into society namely into Vitthal Rakhumai (Andheri) SRA Co-operative Housing Society Limited (“**Vitthal Rakhumai Society**”), registered under the provisions of the Maharashtra Cooperative Societies Act, 1960.

- C. The Promoter 1 has acquired rights to undertake development of the Larger Property by implementation of slum rehabilitation scheme thereon, in the manner more particularly set out in the Title Certificate dated 19<sup>th</sup> October, 2022 issued by M/s. Wadia Ghandy & Co., Advocates and Solicitors (“**the said Title Certificate**”). A copy of the said Title Certificate is annexed hereto and marked as **Annexure “C”**.

- D. Following are the reservations affecting the Larger Land are as follows:
- (i) The Development Plan Remark dated 3<sup>rd</sup> November, 2018 issued by the MCGM under the Development Control Regulations for Greater Mumbai, 1991 for land bearing CTS No. 825/2 (part) of Village Ambivali, reflects inter-alia that the land is affected by reservations RTO, 36.60 meter wide existing D.P. Road setback and 18.30 meter wide D.P. Road.
  - (ii) The Development Plan Remark dated 9<sup>th</sup> February, 2019 furnished to us in respect to land bearing CTS Nos. 835(part), 839/1, 839/2 and 836 of Village Ambivali, issued by the MCGM under the Development Control and Promotion Regulations, 2034, reflects that the land is affected by the reservations of Municipal Sports Complex, Garden/Park and Rehabilitation and Resettlement.
- E. Details of the pending litigations and disputes with respect to the Larger Property are more particularly set out in the said Title Certificate and the status of the same shall be updated by the Promoters on the portal of the Authority (defined below) i.e. <https://maharera.mahaonline.gov.in>, from time to time.
- F. Presently, there are no mortgages and/or lien and/or charges in respect of the development of the Larger Property.
- G. By and under various Letters of Intent, latest being the Revised Letter of Intent dated 5<sup>th</sup> December, 2019 bearing Reference No. SRA/ENG/311/353/KW/ML, MHL & STGL/LOI ("**the said LOI**") issued by the SRA, SRA has sanctioned the slum rehabilitation scheme on the Larger Property i.e. the said Scheme, under the provisions of Regulation 33(10) of DCPR, in the manner and on the terms mentioned therein.
- H. The Promoter 1 has obtained and is in the process of obtaining and shall obtain necessary permissions and approvals as are required for the development of the said Scheme.
- I. The Promoters are entitled and enjoined upon to construct free sale buildings ("**Free Sale Buildings**") on a portion of the First Land admeasuring 10,065 square meters ("**the Free Sale Land**") by utilization of the free sale component of the said Scheme in a phase-wise manner ("**the Whole Project**"). The Free Sale Land is more particularly described in the **Third Schedule** hereunder written and is demarcated with a thick green colour boundary line on the plan annexed hereto and marked as **Annexure "A"**.
- J. The Promoters are in possession of the Free Sale Land.

- K. The Promoters have proposed to construct the Whole Project on the Free Sale Land in a phase-wise manner for mixed-use as stated herein.
- L. The principal and material aspects of the development of the Whole Project as disclosed by the Promoter 2 is briefly stated below:
- (i) The Promoter 2 proposes to utilize a total FSI of 1,05,232.54 square metres on the Free Sale Land to construct Free Sale Buildings ("**Full Development Potential**") in phase wise development of the Whole Project.
  - (ii) The proposed development of the Whole Project as presently envisaged by the Promoters 2 inter-alia comprises of (I) 4 (four) basements, (II) ground floor and 1<sup>st</sup> (first) floor, (III) 8 (eight) Wings viz., Wing A, Wing B, Wing C, Wing D, Wing E, Wing F, Wing G and Wing H each consisting 2<sup>nd</sup> (second) to 24<sup>th</sup> (twenty-fourth) upper floors, (IV) 25<sup>th</sup> (twenty-fifth) floor and (v) terrace (on top of the 25<sup>th</sup> floor).
  - (iii) The Whole Project shall inter-alia comprise of the following manner:
    - (a) 4 (four) basements of the Free Sale Buildings shall comprise of car parking spaces. Such car parking spaces shall (I) partly be for the use of allottees of retail, shops, commercial units, restaurants, business centres or any other commercial user in the Free Sale Buildings ("**Commercial Premises**") including their visitors / customers, etc., (hereinafter referred to as "**Commercial Car Parking Spaces**") and (II) partly for the use of the allottees of residential premises, units, etc., in the Free Sale Buildings ("**Residential Premises**") including their visitors, etc., (hereinafter referred to as the "**Basement Residential Car Parking Spaces**").
    - (b) A portion of the ground floor and 1<sup>st</sup> (first) floor of the Free Sale Buildings shall comprise of Commercial Premises and shall include lobbies, services, circulation areas, etc., for utilization of the allottees of the Commercial Premises, as the Promoter 2 may deem fit ("**Commercial Lobby**") and a portion of the ground floor to 1<sup>st</sup> (first) floor of the Free Sale Buildings shall comprise of lobbies, services, circulation areas, etc., for utilization of the allottees of the Residential Premises and for the allottees of the business centres including their visitors for accessing the business centres, as the Promoter 2 may deem fit ("**Residential Lobby**").
    - (c) A portion of the 2<sup>nd</sup> (second) floor to the 7<sup>th</sup> (seventh) floor of the Free Sale Buildings shall inter-alia comprise of Residential Premises ("**2<sup>nd</sup> to 7<sup>th</sup> Floor Residential Premises**"), and the balance portion shall

comprise of car parking spaces for the allottees of the Residential Premises ("**Podium Residential Car Parking Spaces**").

- (d) 8<sup>th</sup> (Eighth) floor of the Free Sale Buildings shall inter-alia comprise of Residential Premises ("**8<sup>th</sup> floor Residential Premises**") and common areas and amenities which will be open to sky and for the use of the allottees of the Residential Premises ("**Podium Amenities**"), as may be deemed fit by the Promoter 2.
  - (e) 9<sup>th</sup> (Ninth) floor to 24<sup>th</sup> (twenty-fourth) floor of the Free Sale Buildings shall comprise of Residential Premises ("**9<sup>th</sup> to 24<sup>th</sup> Floor Residential Premises**").
  - (f) 25<sup>th</sup> (twenty-fifth) floor of the Free Sale Buildings shall comprise of common areas and amenities for the use of the allottees of the Residential Premises ("**25<sup>th</sup> Floor Amenities**"), as may be deemed fit by the Promoter 2.
  - (g) Top of the 25<sup>th</sup> floor of the Free Sale Buildings shall be partly a terrace floor and shall inter-alia contain common areas and amenities for the use of the allottees of the Residential Premises ("**Terrace Amenities**"), as may be deemed fit by the Promoter 2.
  - (h) The Promoters propose that the 25<sup>th</sup> (twenty-fifth) floor and terrace thereon will both connect all the aforesaid 8 (eight) Wings.
- (iv) The Commercial Car Parking Spaces and the Commercial Premises shall be collectively referred to as "**the Commercial Portion**".
- (v) The Basement Residential Car Parking Spaces, Residential Lobby, 2<sup>nd</sup> to 7<sup>th</sup> Floor Residential Premises, Podium Residential Car Parking Spaces, 8<sup>th</sup> floor Residential Premises, Podium Amenities, 9<sup>th</sup> to 24<sup>th</sup> Floor Residential Premises, 25<sup>th</sup> Floor Amenities and Terrace Amenities, shall be collectively referred to as "**the Residential Portion**".
- (vi) The Promoter 2 shall develop the Whole Project in two Phases viz., Phase 1 (defined below) and the Phase 2 (defined below). The Promoter 2 shall duly be entitled to amend and / or modify the manner and phases in which the Whole Project shall be developed. The Phase 1 and the Phase 2 are as follows:
- (a) Development of (I) the 4 (four) basements of the Free Sale Buildings, (II) the Ground floor to 1<sup>st</sup> (first floor) of the Free Sale Buildings, and (III) the 2<sup>nd</sup> (second) floor to the 7<sup>th</sup> (seventh) floor, 8<sup>th</sup> (eighth) floor, 9<sup>th</sup> (ninth) to 24<sup>th</sup> (twenty-fourth) floor, 25<sup>th</sup> (twenty-fifth) floor and top

of the 25<sup>th</sup> (twenty-fifth) floor i.e. terrace floor, of the Wing C, Wing D, Wing E, Wing F, Wing G and Wing H of the Free Sale Buildings is hereinafter referred to as “**the Phase 1**”.

- (b) Development of the 2<sup>nd</sup> (second) floor to 25<sup>th</sup> (twenty-fifth) floor and top of the 25<sup>th</sup> (twenty-fifth) floor i.e. terrace floor, of the Wing A and Wing B of the Free Sale Buildings is hereinafter referred to as “**the Phase 2**”.
  
- (vii) The amenities that may be usable by the Allottee/s and other allottees of the Residential Portion (included in the Real Estate Project (as defined below) and the balance portion of the Whole Project) including but not limited to the Podium Amenities, 25<sup>th</sup> Floor Amenities and Terrace Amenities, on a non-exclusive basis are listed in the **Fourth Schedule** hereunder written (“**Whole Project Residential Amenities**”). Since the Whole Project Residential Amenities are meant for the use of the Allottee/s and / or the other allottees of the Residential Portion of the Whole Project (and not just Real Estate Project), the Allottee/s and the other allottee/s of the Real Estate Project shall not be entitled to claim any sort of exclusive use of the Whole Project Residential Amenities. It is once again clarified that the Whole Project Residential Amenities are common for the use of allottees of both (I) the Residential Premises of the Real Estate Project (as defined below), and (II) the allottees of the Residential Premises of the balance portion of the Whole Project (other than the Real Estate Project).
  
- (viii) The Whole Project Residential Amenities shall be constructed in a phase-wise / wing wise manner and shall be completed upon construction of the entire Whole Project and obtainment of the full occupation certificate thereof. Further, the Promoter 2 reserves its right to substitute, upgrade, modify, delete, relocate or enhance any or all the Whole Project Residential Amenities. The Allottee/s has agreed to enter into this Agreement knowing the same fully well and shall not raise any claim and / or dispute relation to the same on any ground whatsoever.
  
- (ix) It is agreed and clarified that save and except the lift, lobbies and common areas forming part of the Commercial Portion, the allottees of the Commercial Premises shall not be entitled to use of any other amenities in the Whole Project including the Whole Project Residential Amenities.
  
- (x) The car parking spaces in the Basement Residential Car Parking Spaces and the Podium Residential Car Parking Spaces shall be allotted for the use of the Allottee/s and other allottees of the Residential Portion (included in the Real Estate Project and the balance portion of the Whole Project (other than the Real Estate Project)). Since the Basement Residential Car Parking Spaces and the Podium Residential Car Parking Spaces are for the allotment

to the Allottee/s and / or the other allottees of the Whole Project (and not just Real Estate Project), the Allottee/s and the other allottee/s of the Real Estate Project shall not be entitled to claim any sort of exclusively allotment and use of the Basement Residential Car Parking Spaces and the Podium Residential Car Parking Spaces. It is once again clarified that the Basement Residential Car Parking Spaces and the Podium Residential Car Parking Spaces are common for the allotment of and use of allottees of both (I) the Residential Premises of the Real Estate Project, and (II) the allottees of the Residential Premises of the balance Whole Project (other than the Real Estate Project).

- (xi) The car parking spaces in the Commercial Car Parking Spaces shall be allotted for the use of the Allottee/s and other allottees of the Commercial Portion.
  - (xii) The Promoter 2 shall solely be entitled to finalize, modify, determine, etc., from time to time, the areas / portions of the Free Sale Buildings (including areas which are to be allocated towards the car parking spaces) which shall comprise of the Commercial Portion and the Residential Portion respectively. The Allottee/s shall not be entitled to raise any objection to the same.
- M. The Promoters have entered into a standard agreement with an Architect registered with the Council of Architects and such agreement is as per the Agreement prescribed by the Council of Architects
- N. The Promoter 2 has registered the Phase 1 forming part of the Whole Project to be now known as **“Linkbay Residences Phase I”** which was formerly registered and known as **“Codename – Westbay Phase I”** (**“the Real Estate Project”**) with the Maharashtra Real Estate Regulatory Authority (**“Authority”**), under the provisions of the Real Estate (Regulation and Development) Act, 2016 (**“RERA”**) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 (**“RERA Rules”**). The Authority has duly issued the revised Certificate of Registration bearing No. P51800047539 dated 20<sup>th</sup> March 2023 for the Real Estate Project. Copy of the aforesaid certificates along with the revised name certificate is annexed and marked hereto as **Annexure “D”**. The principal and material aspects of the Real Estate Project are as set out in the Recitals and Clauses of this Agreement.
- O. The Promoters have appointed a Structural Engineer for the preparation of the structural design and drawings of the Real Estate Project and the Promoters accept the professional supervision of the Architect and the Structural Engineer till the completion of the Real Estate Project.
- P. By virtue of the Joint Development Agreement, Power of Attorney, the said LOI and the approvals / permissions obtained / to be obtained by the Promoter 1 in respect



of the said Scheme, the Promoters are entitled to sell the apartments/units comprised in the Real Estate Project and to enter into this Agreement with the Allottee/s and receive the Sale Consideration (as defined below) in terms hereof.

Q. On demand from the Allottee/s, the Promoters have given inspection to the Allottee/s of all the documents of title relating to the Real Estate Project, the layout plans, typical floor plans, designs and specifications prepared by the Promoter 2's Architect Messrs Creative Consultancy, and such other documents as are specified under the RERA and the Rules and Regulations made thereunder.

R. The copies of the following are annexed hereto as follows:

<b>Annexure "A"</b>	Plan of the First Land and the Free Sale Land
<b>Annexure "B"</b>	Plan of the Second Land
<b>Annexure "C"</b>	The said Title Certificate
<b>Annexure "D"</b>	RERA Registration Certificate
<b>Annexure "E"</b>	Property Cards of the Free Sale Land
<b>Annexure "F"</b>	Plans of the layout of the said Free Sale Buildings
<b>Annexure "G"</b>	Floor plan of the said Apartment
<b>Annexure "H"</b>	Last amended Intimation of Approval dated 13 <sup>th</sup> March, 2023
<b>Annexure "I"</b>	Commencement Certificate dated 3 <sup>rd</sup> October, 2022 last re-endorsed on 13 <sup>th</sup> March, 2023

S. The Promoter 1 has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the Real Estate Project and shall obtain the balance approvals from various authorities from time to time, so as to obtain building completion certificate or occupancy certificate of the Real Estate Project.

T. While sanctioning the aforesaid plans concerned local authority and/or Government have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the Real Estate Project and upon due observance and performance of which only the completion or occupancy certificate in respect of each of the buildings comprised in the Real Estate Project shall be granted by the concerned local authority.

U. The Promoter 2 has accordingly commenced construction of the Real Estate Project in accordance with the aforesaid plans and approvals obtained/to be obtained by the Promoters.

V. The Allottee/s has applied to the Promoters for purchasing premises in the Real Estate Project, more particularly described in the **Fifth Schedule** hereunder written (hereinafter referred to as the "**said Apartment**").

- W. The carpet area of the said Apartment is set out in the **Fifth Schedule**. The term “carpet area” means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls (which shall include column(s) within or adjoining or attached to the walls) of the apartment.
- X. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- Y. The Promoters have agreed to sell to the Allottee/s and the Allottee/s has agreed to purchase from the Promoters, the said Apartment for consideration as set out in the **Fifth Schedule (“Sale Consideration”)** hereunder written and upon the terms and conditions mentioned in this Agreement.
- Z. Under Section 13 of the RERA, the Promoters are required to execute a written Agreement for sale of the said Apartment with the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
- AA. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agree to sell and the Allottee/s hereby agrees to purchase the said Apartment, in the manner set out hereinbelow.

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

1. **Purchase of the Apartment and Sale Consideration:**

- 1.1 The Promoter 2 shall construct the Real Estate Project being known as “**Linkbay Residences Phase I**” which was formerly known and registered as “**Codename – Westbay Phase I**”, in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. The Real Estate Project shall have the description and amenities as set out in this Agreement.

**Provided that**, the Promoters shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the said Apartment of the Allottee/s, except any alteration or addition required by any Government authorities or due to change in law.

- 1.2 The Allottee/s hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottee/s, the said Apartment, more particularly set out in the **Fifth Schedule** hereunder written and as shown in the floor plan thereof hereto annexed and marked as **Annexure "G"**, for the Sale Consideration, as set out in the **Fifth Schedule**.
- 1.3 In addition to the carpet area of the said Apartment, there are certain constructed areas such as balcony, ODU and utility areas and additional spaces appurtenant to the said Apartment (hereinafter referred to as "**the Additional Areas**"). The Additional Areas shall be exclusive to the said Apartment and shall be limited common areas and facilities.
- 1.4 The Promoters have agreed to provide for the exclusive use of the Allottee/s with the said Apartment, car parking space in the Mechanical/ stack / puzzle Parking System (which may be in the form of a tandem parking, puzzle parking or stack parking or any other form of automated or mechanical) as more particularly set out in the **Fifth Schedule** hereunder written (hereinafter referred to as "**said Car Parking Space**"). It is clarified that the car parking spaces of the Whole Project shall be located on the 4 (four) basements of the Free Sale Buildings or on the portion of the 2<sup>nd</sup> (second) floor to the 7<sup>th</sup> (seventh) floor of the Free Sale Buildings . The Allottee/s agrees and acknowledges that:
- (i) The said Car Parking Space is provided for exclusive use by the Allottee/s. The Allottee/s will be bound to abide by the rules and regulations as may be framed in regard to the said Car Parking Space by the Promoter 2.
  - (ii) The Promoter 2 shall identify and allocate the said Car Parking Space simultaneously with offering possession of the said Apartment. The decision of the Promoter 2 with respect to such identification and allocation of the said Car Parking Space shall be final and binding on the Allottee/s and the Allottee/s hereby gives his/ her irrevocable consent for the same and undertakes not to dispute such allocation at any time in future with respect to the Car Parking Space allotted to the Allottee/s including its size, location and type of arrangement and / or for any reason whatsoever.
  - (iii) The Allottee/s undertakes not to sell/transfer/lease or give on license or in any other manner part with the said Car Parking Space allotted to him/her. The rights of the Allottee/s in respect of the said Car Parking Space shall be co-extensive and co-terminus along with this Agreement. The Allottee/s agrees that unauthorized use of the Car Parking Space will tantamount material breach of the terms of this Agreement. For such breach, the Promoter 2 shall have right inter-alia to levy such penalty or take such action as it may deem fit.

- (iv) The Allottee/s undertakes to pay such maintenance charges in respect of the said Car Parking Space as may be decided by the Promoter 2 or the Society (defined below) / the said Societies from time to time (defined below).
  - (v) The Automated/Mechanical Car Parking System are purchased from third party Vendor/s and the same are subject to normal wear and tear and is also susceptible to malfunctioning. It may require shut down for repairs and maintenance. The Allottee/s waives any and all claims, liabilities against the Promoter 2 and / or its affiliates or their successors, SRA and its officers in case he/she/it/they experience any malfunctioning or shut down for any period or for want of electricity etc. Further, the obligation of the Promoter 2 to maintain such mechanical Car Parking Space shall be limited to the extent of the warranty period or until offering in writing to hand over the management of the same to the Society / the said Societies of allottees, whichever is earlier. The Allottee/s agrees not to withhold the maintenance to be paid towards the said Apartment and/or the Car Parking Space for any reason whatsoever.
- 1.5 The Allottee/s has paid on or before execution of this Agreement part payment of the Sale Consideration as advance payment, details whereof are mentioned in the Receipt attached hereto. The Allottee/s hereby agrees to pay the entire Sale Consideration in the manner as more particularly mentioned in the **Sixth Schedule** hereunder written.
- 1.6 The Promoters have agreed to sell to the Allottee/s and the Allottee/s has / have agreed to acquire from the Promoters the said Apartment on the basis of the carpet area only and the Sale Consideration agreed to be paid by the Allottee/s to the Promoters is agreed on the basis of the carpet area of the said Apartment. The Sale Consideration is only in respect of the said Apartment and the Promoters have neither charged nor recovered from the Allottee/s any price or consideration for the Additional Areas and the common areas and the said Car Parking Space and that the Additional Areas and the common areas and the Car Parking Space shall be allowed to be used free of cost, without any price or consideration.
- 1.7 The Promoter 2 shall issue Demand and Tax Invoice to the Allottee/s intimating the Allottee/s about the stage-wise payment due as detailed herein (the payment at each stage is individually referred to as "**the Instalment**" and collectively referred to as "**the Instalments**"). The Allottee/s shall be bound and obligated to pay to the Promoter 2 the Instalment Amount, within 7 (seven) days of the Promoter 2 making a demand for the payment of the Instalment, time being the essence of the contract.

- 1.8 The payment of the Sale Consideration and Other Charges (as defined below), taxes, maintenance and outgoings by the Allottee/s in accordance with the provisions of this Agreement, is the basis of the sale and is one of the principal, material and fundamental terms of this Agreement (time being the essence). The Promoters have agreed to allot and sell the said Apartment to the Allottee/s at the Sale Consideration inter-alia because of the Allottee/s having agreed to pay the Sale Consideration and Other Charges (as defined below), taxes, maintenance and outgoings in accordance with this Agreement.
- 1.9 The Sale Consideration excludes all costs, charges and expenses including but not limited to stamp duty, registration charges and expenses incidental thereto, maintenance and outgoing charges with respect to said Apartment together with right to the common areas, amenities and facilities in the Real Estate Project ("**Other Charges**") set out in the **Part A** and the **Part B** of the **Seventh Schedule**, if the said Apartment is in the Residential Portion. The Allottee/s / the other allottees of the Residential Portion are liable to bear and pay the Other Charges as set out in the **Part A** and the **Part B** of the **Seventh Schedule**. The Other Charges are tentative and subject to finalization on or before handing over possession of the said Apartment. The changes, if any, in the Other Charges as set out above shall be intimated by the Promoter 2 to the Allottee/s on or before handing over possession of the said Apartment to the Allottee/s. The heads of the Other Charges as set out in the **Part A** and the **Part B** of the **Seventh Schedule** are only indicative and not exhaustive and the Allottee/s agrees to pay such other charges/amounts or such increase in the Other Charges as set out in the **Part A** and the **Part B** of the **Seventh Schedule** as the Promoter 2 may indicate to the Allottee/s, without any delay or demur. The Allottee/s irrevocably and unconditionally agrees to pay the Other Charges and has understood and accepted that the payment of Other Charges is a precondition for handing over possession of the said Apartment by the Promoter 2 to the Allottee/s.
- 1.10 The Sale Consideration and the Other Charges (collectively referred to as "**the Total Price**") above excludes taxes including but not limited to Goods and Service Tax, Property Tax, Swatch Bharat Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Real Estate Project and/or the said Apartment and/or this Agreement. All the aforesaid taxes shall be borne and paid by the Allottee/s alone and the Promoters shall not be liable to bear or pay the same or any part thereof. It is clarified that all such taxes, levies, duties, cesses (whether applicable / payable now or which may become applicable / payable in future) including Goods and Service Tax and all other applicable indirect and direct taxes, duties and impositions levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction

contemplated herein and/or in relation to the said Apartment and/or the said Car Parking Space, shall be borne and paid by the Allottee/s alone and the Promoters shall not be liable to bear or pay the same or any part thereof.

- 1.11 The Sale Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter 2 undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter 2 shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s.
- 1.12 The Promoter 2 shall confirm the final carpet area of the said Apartment that has been allotted to the Allottee/s after the construction of the building in which the said Apartment is located, is completed and the occupancy certificate for the same has been granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of +/- 3% (plus or minus three percent). The consideration payable for the carpet area shall be recalculated upon confirmation by the Promoter 2. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the proportionate excess money paid by Allottee/s on the date of handing over possession of the said Apartment. If there is any delay in paying the aforesaid proportionate excess money paid to the Allottee/s beyond 45 (forty five) days of handing over of the possession of the said Apartment, the Promoters shall pay the same with interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon ("**Interest Rate**") on the aforesaid proportionate excess money paid by the Allottee/s for the delayed period of payment thereof. Provided that the Promoters shall cease to be liable to make the payment of any interest, if the Promoters offers the possession of the said Apartment to Allottee/s and the Allottee/s fails to take possession thereof in accordance with the Possession Notice. If there is any increase in the carpet area allotted to the Allottee/s, the Promoter 2 shall demand proportionate additional Sale Consideration and Other Charges taxes, maintenance and outgoings from the Allottee/s and the same shall be payable by the Allottee/s on or prior to the date of handing over possession of the said Premises. If there is any delay in payment of the aforesaid proportionate excess money payable by the Allottee/s to the Promoter 2 from the date of demand thereof, the Allottee/s shall pay the same to the Promoter 2 with interest at the Interest Rate for the delayed period of payment thereof. All these monetary adjustments shall be made at the same rate per square feet, as agreed in the **Fifth Schedule**. Failure to make payments by the

Allottee/s shall amount to be "default" and the Allottee/s shall be liable for consequences of default or breach in terms of this Agreement. After the possession of the said Apartment is handed over to the Allottee/s, the Allottee/s shall not be entitled to raise any dispute or claim of whatsoever nature against the Promoters with regard to the said Apartment or otherwise.

- 1.13 The Allottee/s authorizes the Promoter 2 to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter 2 may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter 2 to adjust his payments in any manner.
- 1.14 All payments shall be made by way of demand drafts / pay orders / account payee cheques / RTGS / ECS / NEFT or any other instrument drawn in favour of / to the account of the Promoter 2 set out in the **Fifth Schedule** hereunder written. In case of any financing arrangement entered by the Allottee/s with any bank/financial institution with respect to the purchase of the said Apartment, the Allottee/s undertakes to direct and ensure that such bank/financial institution disburse / pay all such amounts due and payable to the Promoter 2 through RTGS / ECS / NEFT / account payee cheque / demand draft / pay order drawn in favour of / to the account of the Promoter 2 more particularly mentioned in the **Fifth Schedule** hereunder written. Any payments made in favour of / to any other account other than as mentioned in the **Fifth Schedule** shall not be treated as payment towards Sale Consideration in respect of the said Apartment. The Promoters shall be jointly entitled to change the account (as set out in the **Fifth Schedule**) by giving a joint written notice to the Allottee/s to that effect in which case the payments of the amounts under this Agreement shall be made by the Allottee/s and / or the aforesaid bank/financial institution in such new account.
- 1.15 Further, the Allottee/s or the financial institution making payment of Sale Consideration or part thereof is responsible to deduct tax by way of Tax Deducted at Source (TDS) under section 194-IA of the Income Tax Act, 1961 at the rate applicable from time to time and deposit the same to the credit of Central Government and shall issue TDS Certificate(s) in favour of the Promoter 2 in the prescribed Form 16B for the same within the statutory period. In the event of any error committed by the Allottee/s / financial institution while deducting TDS or in E-filing, the same shall be rectified by the Allottee/s / financial institution within a period of 30 (thirty) days from the said error being brought to the Allottee/s / financial institution's notice. The Credit for the TDS amount deposited by the Allottee/s / financial institution will be given to the Allottee/s only upon receipt of the Original TDS Certificate and only if the amount mentioned therein matches with the amount appearing in the Income Tax Department website. In the event, the Allottee/s fails to produce the Original TDS Certificates for all the payments made by the

Allottee/s at the time of handing over possession of the said Apartment or within the time prescribed in the Possession Notice, whichever is earlier, the Allottee/s will be required to deposit with the Promoter 2 such equivalent TDS amount as interest free deposit, which deposit shall be refunded by Promoter 2 to the Allottee/s only upon the Allottee/s furnishing the TDS Certificate within one month from the date of handing over possession of the said Apartment. In case the Allottee/s fails to handover all the original TDS Certificates within the stipulated period of one month from the date of handing over or within the period stipulated in the Possession Notice, whichever is earlier, the Promoter 2 shall be entitled to appropriate the said deposit against the amount of TDS Certificate receivable from the Allottee/s. The Allottee/s shall also be liable for all costs, expenses, penalties and interest as may be suffered by the Promoter 2 on account of delay in furnishing the TDS certificate or otherwise. The Allottee/s hereby indemnify(ies) the Promoters from all such costs, expenses, penalties, interest, losses and damages as may be suffered by the Promoters.

1.16 The Allottee/s agrees and confirms that in the event of delay/default in making payment of the GST and TDS or any such taxes or amounts under this Agreement as called upon by the Promoter 2, then without prejudice to any other rights or remedies available with the Promoter 2 under this Agreement and in law, the Promoter 2 shall be entitled to adjust the said unpaid tax amount (along with interest payable thereon from the due date till the date of adjustment) against any amounts received from the Allottee/s and the Allottee/s shall forthwith pay the balance amount due and payable by the Allottee/s to the Promoter 2.

1.17 Notwithstanding anything contained herein, each payment made by the Allottee/s shall be appropriated at the discretion of the Promoter 2, first to the discharge of any damages, interest and then to the payment of any other amount due in terms hereof. It will be the sole discretion of the Promoter 2 to appropriate any amounts received from the Allottee/s towards the Sale Consideration or any part thereof or any other amount that may be owed by the Allottee/s to the Promoter 2.

## 2. **Covenants of the Promoters and the Allottee/s:**

2.1 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 concerned local authority at the time of sanctioning the said plans or thereafter and shall, before offering possession of the said Apartment to the Allottee/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Apartment.



- 2.2 Nature of *inter-se* roles, responsibilities and obligations of the Promoters shall be as per the terms of the Joint Development Agreement. The roles, responsibilities, rights, entitlements, obligations and liabilities of the Promoter 1 and the Promoter 2 shall be as per and to the extent as setout under the Joint Development Agreement and nothing contained herein shall affect the *inter-se* roles, responsibilities, rights, entitlements, obligations and liabilities of / between the Promoter 1 and the Promoter 2 under the Joint Development Agreement and all the modifications / amendments thereto from time to time.
- 2.3 Time is essence for the Promoters as well as the Allottee/s. The Promoters shall, subject to Force Majeure Events as stated hereinbelow, abide by the time schedule for completing the said Apartment and offering the said Apartment to the Allottee/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the Instalments and other dues payable by him/her under this Agreement and meeting the all the covenants and obligations under the Agreement.

3. **Entitlements of the Promoters:**

- 3.1 The Promoters hereby declare that the sanctioned Floor Space Index (“FSI”) available as on date hereof, in respect of the Whole Project is 77,950.03 square meters only and Promoter 2 has planned to utilize further FSI of 27,282.51 square meters by availing of TDR or FSI available on payment of premiums or Fungible FSI or FSI available as incentive FSI by implementing various scheme as mentioned in the DCPR or based on expectation of increased FSI which may be available in future on modification to DCPR, which are applicable to the Whole Project including the Real Estate Project. The Promoters have disclosed the Floor Space Index of 27,282.51square meters, as proposed to be utilized by them on the Free Sale Land in the Whole Project including the Real Estate Project. and Allottee/s has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoters by utilizing the aforesaid proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.
- 3.2 The Whole Project shall be developed by the Promoter 2 in a phase wise / wing wise manner and hence all or any of the Whole Project Residential Amenities may not be ready and operational at the time of handing over the possession of the said Apartment to the Allottee/s. The Promoter 2 contemplates to complete and provide the Whole Project Residential Amenities only after the completion of the entire Whole Project and obtainment of the occupation certificate thereof, to which the Allottee/s accords his/ her /their irrevocable consent. The Promoters reserve their rights to substitute, upgrade, modify, delete, relocate or enhance any or all the

Whole Project Residential Amenities, for which the Allottee/s hereby confirms such right of the Promoters and shall not raise any objections to such substitution, upgradation, modification, deletion, relocation or enhancement. Though the Whole Project Residential Amenities shall form part of the Free Sale Buildings, but they may be used by the Allottee/s only in accordance with the rules and regulations framed by the Promoters and / or the Society / the said Societies, from time to time.

3.3 The Promoters shall be entitled to club, amalgamate the development/redevelopment of the Larger Land with adjacent/adjoining properties or any other properties. The same may be taken as a common integrated layout with the Larger Land (or part thereof) or otherwise, subject to necessary approvals/sanctions from the concerned authorities. For this purpose, the Promoters shall be entitled to take steps including but not limited to following:

- (i) Amalgamate and / or club schemes of development of the adjoining properties, other properties, land plates, land composition and land mix.
- (ii) Float FSI/Transferable Development Rights (“TDR”) from the Larger Land onto the other land / properties and / or from the other land / properties onto the Larger Land and undertake consequent construction, development, sale, marketing and alienation.
- (iii) Amend, modify and/or substitute the plans, in full or in part, as may be required by them from time to time in accordance with law and / or as stated / disclosed herein.
- (iv) Provide common access and entry and exit points to and from the Free Sale Land (or part thereof) and the other properties, which may be used in common by the allottees/occupants of premises/apartment constructed on the Free Sale Land (or part thereof) and the balance portion of the Larger Land (other than the Free Sale Land) and other properties.
- (v) Upon such acquisition, clubbing or amalgamation of other lands / properties the magnitude and scope of the Whole Project and / or the Larger Land and / or the Free Sale Land shall vary and modify in accordance with the actual acquisition of other lands / properties / projects.

3.4 The Promoter 2 shall formulate the rules, regulations and bye-laws for the maintenance and upkeep of the Real Estate Project.

- 3.5 All the revenues generated of any nature whatsoever from the Whole Project including from the Whole Project Residential Amenities till the date of handing over management and maintenance of the Whole Project to the Society / the said Societies shall solely belong to the Promoters, and neither the Allottee/s nor the Society / the said Societies and / or any other allottee of the Real Estate Project shall have any claim over the same. The Allottee/s hereby agrees not to raise any dispute and / or claim in any benefit or revenues arising from the Whole Project which belongs to the Promoters.
- 3.6 The Allottee/s agrees that the Promoters shall be entitled to raise construction finance, project finance or any other finance or loan against the security of Commercial Premises / Residential Premises proposed to be constructed in the Whole Project, underwriting by mortgaging, hypothecating receivables and/or developable property (including but not limited to mortgage by way of deposit of title deeds), from any Bank / financial institution / Non-Banking Financial Institution / third party lender ("Lenders") and without having to seek further consent from Allottee/s in any manner whatsoever, written or otherwise, but without the Allottee/s being responsible / liable towards its repayment and incurring any liability in any manner whatsoever (financial or otherwise).

4. **Delays and Termination:**

4.1 If the Promoters fail to abide by the time schedule for completion and offering of the said Apartment to the Allottee/s on/or before the Possession Date (as defined below), subject to Force Majeure Events as stated hereinbelow, the Allottee/s shall be entitled to either:

(i) Call upon the Promoter 2 by giving a written notice by Courier or E-mail or Registered Post A.D. at the address provided by the Promoters ("**Interest Notice**"), to pay interest at the Interest Rate, on all the amounts paid by the Allottee/s towards the Sale Consideration till the date on the Interest Notice, for every month of delay, till the offering the possession of the said Apartment.

**OR**

(ii) Terminate this Agreement by giving written notice to the Promoters by registered post A.D. at the address provided by the Promoters ("**Allottee/s Termination Notice**"). Except for the failure of the Promoter 2 to offer the possession of the said Apartment on or about the Possession Date (subject to Force Majeure Events), the Allottee/s shall have no right to terminate this Agreement. On the receipt of the Allottee/s Termination Notice by the Promoters, this Agreement shall automatically be deemed to have expired and terminated and cease

to have any effect whatsoever on ab-initio basis. Within a period of 30 (thirty) days from the date of receipt of the Allottee/s Termination Notice by the Promoters, the Promoter 2 shall (subject to deduction / adjustment of the bank loan, if any, availed by the Allottee/s from any Bank / Financial Institution against the mortgage / security of the said Apartment and applicable taxes including but not limited to GST, stamp duty and registration charges and outgoings, the balance amounts of the Sale Consideration, if any) refund to the Allottee/s, the balance amounts already received by the Promoter 2 under this Agreement with interest thereon at the Interest Rate to be computed from the date the Promoter 2 received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid, simultaneously against the Allottee/s executing a deed of cancellation of this Agreement with the Promoters and admit execution of the same before the concerned Sub-Registrar of Assurances at Mumbai for the purpose of registration. On such repayment of the amounts payable by the Promoter 2 (as stated in this Clause) to the Allottee/s, the Allottee/s shall have no claim of any nature whatsoever against the Promoters and/or the said Apartment and/or the Car Parking Space and the Promoters shall be entitled to deal with and/or dispose-off the said Apartment and/or the Car Parking Space in the manner they deem fit and proper, without any suit, claim or demand of the Allottee/s. It is agreed and clarified that the Promoters are not and shall not in any way be liable for the payment of any loans taken by the Allottee/s from any banks and / or financial institutions or otherwise for purchasing the said Apartment. If the Allottee/s does not settle the bank loan and execute and register the deed of cancellation within 15 (fifteen) days from the date of the Promoters receiving the Allottee/s Termination Notice, the Promoter 2 shall cease to be liable to pay any interest thereafter to the Allottee/s and the Promoters shall be at liberty to sell and transfer the said Apartment and assign the Car Parking Space, if any, to any third party of their choice on such terms and conditions as the Promoters may deem fit in their sole and absolute discretion.

- (iii) In case the Allottee/s elects his remedy under Clause 4.1(i) above, then in such a case the Allottee/s shall not be entitled to the remedy under Clause 4.1(ii) above and vice-versa, save and except as deemed fit by the Promoters.

- 4.2 If the Allottee/s commits default in payment on due date of any amount due and payable by the Allottee/s to the Promoter 2 under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings), the Allottee/s shall pay to the Promoter 2 interest at the Interest Rate, on all and any such delayed payments computed

from the date of the Demand and Tax Invoice till the date such amounts are fully and finally paid together with the interest thereon at the Interest rate.

- 4.3 Without prejudice to the right of the Promoters to charge interest at the Interest Rate and any other rights and remedies available to the Promoters, in the event of the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoters under this Agreement (including but not limited to his/her/its proportionate share of property taxes levied by concerned local authority, Other Charges, direct or indirect taxes, maintenance and outgoings etc.,) or breach of any of the provisions of this Agreement, the same shall constitute an event of default on the part of the Allottee/s ("**Event of Default**").
- 4.4 Upon occurrence of an Event of Default, the Promoters shall be entitled to terminate this Agreement, without any reference to the Allottee/s; Provided that, Promoters shall give notice of fifteen days in writing to the Allottee/s, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee/s, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement.
- 4.5 If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoters within the period of aforesaid notice then at the end of such notice period, Promoters shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee/s ("**Promoters' Termination Notice**"), by Courier or Registered Post A.D. or Email at the address provided by the Allottee/s.
- 4.6 On issuance of the Promoters' Termination Notice, this Agreement shall automatically deemed to have expired and terminated and cease to have any effect whatsoever on ab-initio basis and the Allottee/s shall cease to have any right, title and / or interest in the said Apartment and / or the said Car Parking Space, if any, with effect from the date of expiry of the Promoters' Termination Notice. Thereupon, the Promoters shall be entitled to deal with and/or dispose of or alienate the said Apartment and the said Car Parking Space, if any, in the manner as the Promoters may deem fit without any reference to the Allottee/s and without any suit, claim or demand of the Allottee/s. Also, the Promoter 2 shall be entitled to deduct from the Sale Consideration paid by the Allottee/s the following amounts ("**the said Deductions**") (a) pre-quantified and agreed liquidated damages equivalent to 9.9% (Nine point Nine percent) of the Sale Consideration ("**Pre-Quantified Liquidated Damages**") and any losses that may be caused to or suffered by the Promoters, (b) brokerage, if any, paid by the Promoter 2 to channel partner/agent, (c) all other unpaid taxes and outgoings in respect of the said Apartment up to the date of the Promoters' Termination Notice, (d) the

amount of interest payable by the Allottee/s on account of default committed by him/her/them, (e) amount of stamp duty and registration charges and expenses incidental thereto payable on the deed of cancellation, (f) in case the Allottee/s has opted for subvention scheme, the total amount of Pre-EMI interest paid and /or payable by the Promoter 2 (in their discretion), if any, to the lending Bank/Financial Institution (g) any amount/ interest reimbursed by Promoters to the Allottee/s; (h) in case the Allottee/s has availed any loan against mortgaged of the said Apartment, then all amounts disbursed by the lending Bank/Financial Institution to the Promoter 2, which amounts may be refunded by the Promoter 2 (in their discretion), if any, to such lending Bank/Financial Institution directly, and the Promoters shall refund the balance, if any, to the Allottee/s in the following manner:

- (i) The Allottee/s shall execute deed of cancellation or such other documents (as may be required by the Promoters) ("**Cancellation Deeds**") in respect of the said Apartment with the Promoters confirming the termination of this Agreement and admit execution of the same before the concerned Sub-Registrar of Assurances at Mumbai for the purpose of registration. The Allottee/s shall execute and register the Cancellation Deeds within 15 (fifteen) days of the receipt of intimation from the Promoters.
- (ii) Within a period of 30 (thirty) days of the issuance of the Promoters' Termination Notice, the Promoter 2 shall refund the Sale Consideration paid by the Allottee/s to the Promoter 2 (after deducting therefrom the said Deductions) ("**the Balance Amount**"), provided Allottee/s shall have executed and registered the Cancellation Deeds in respect of the said Apartment with the Promoters confirming the termination of this Agreement.
- (iii) The Parties further confirm that any delay or default in execution/ registration of the Cancellation Deeds shall not prejudice the cancellation, the Promoters right to terminate this Agreement and / or forfeiture (as setout above) and refund of the Balance Amount to the Allottee/s and the Promoters right to sell/transfer the said Apartment including but not limited to Car Parking Space (if any) to any third party.
- (iv) Upon receiving the Promoters' Termination Notice, the Allottee/s shall have no claim of any nature whatsoever against the Promoters and/or the said Apartment and the Promoters shall be entitled to deal with and/or dispose-off the said Apartment in any manner they deem fit and proper.

- 4.7 Further, after issuance of the Promoters' Termination Notice, the Promoter 2 shall not be liable to pay to the Allottee/s any interest, compensation, damages, costs or expenses or any other amount and shall also not be liable to reimburse to the Allottee/s any incidental costs including but not limited to GST, stamp duty, registration fees etc.
- 4.8 The Allottee/s waives his/her right to raise any objection to the said Deduction or adjustment or appropriation of the said Deductions and acknowledges that the amount of the said Deduction is reasonable considering the consequent hardship and inconvenience that would be caused to the Promoters. The understanding arrived at in this Clause forms the material and fundamental basis on which the Promoters have agreed to sell the said Apartment to the Allottee/s.
- 4.9 Without prejudice to rights and remedies available to the Promoters under this Agreement and under the law, the Allottee/s agrees that if the Allottee/s has taken a loan from any bank/financial institution against the security of the said Apartment with NOC of the Promoters and this Agreement is terminated by either Party then in that case Allottee/s hereby undertakes to clear the entire mortgage, debt, or any other outstanding amount and obtain necessary letter/ confirmation from such bank/financial institution *inter alia* stating therein that the bank/financial institution has released its mortgage/ charge on the said Apartment and that the bank/financial institution shall have no recourse against the Promoters or the said Apartment.
- 4.10 Notwithstanding anything contained herein, in case, upon either of the Party cancelling the allotment of the said Apartment and termination of this Agreement, the Promoter 2 shall after deducting all the costs set out in this Agreement, first offer the balance amount, if any, to the bankers/financial institutions who had disbursed the amount from the sanctioned limit against return of the original of this Agreement and only thereafter the balance, if any, shall be refunded to the Allottee/s in terms of this Agreement.
- 4.11 The Promoter 2 herein have specifically informed the Allottee/s that if in case, any inquiry is raised by any statutory or Government or Semi-Government Authority or any agency or Revenue Authorities or any other statutory authority pertaining to the amount paid by the Allottee/s to the Promoter 2, the Allottee/s alone shall be liable to provide the source of the amount paid by the Allottee/s to the satisfaction of such authorities or agency as the case may be. In case, the Allottee/s fails to provide information to the satisfaction of the concerned authorities and consequently any action is initiated by them, the Allottee/s alone shall be liable for all costs and consequences thereof.
- 4.12 The Allottee/s agrees that in the event of termination and/or determination of this Agreement, it will be obligation of the Allottee/s to claim the refund of

TDS amount, if any, from the Income Tax Department and the Promoter 2 shall not be responsible for the same.

5. **Facility Manager/s / Utility Provider/s:**

- 5.1 The Promoter 2 shall be entitled to negotiate and enter into appropriate arrangement/ agreement with the utility providers ("**Utility Providers**") i.e. entities providing gas, water, electricity, telephone, cable television, internet services and such other service of mass consumption, etc., ("**Utilities**") for supplying of these utilities to the allottees in the Whole Project including the Allottee/s herein. Upon arriving at such arrangement, the Allottee/s agrees to avail these or any of these utilities from the Utility Providers nominated by the Promoter 2 and pay such amount as may be fixed by the concerned Utility Providers. This Clause shall not be interpreted / construed to mean that the Promoter 2 are obligated / liable to provide all or any of the Utilities whether or not the Promoter 2 have entered into agreements / arrangements with any person, or otherwise the Promoter 2 is in a position to provide all Utilities or any of them.
- 5.2 The Promoter 2 shall have the right to undertake upkeep and maintenance of the Whole Project including for the Whole Project Residential Amenities and in this regard shall have the right to enter into contract, agreement with any third party / vendors / agency for the purpose of maintenance and upkeep of the Whole Project including for the Whole Project Residential Amenities ("**Services**") in full or in part and such decision shall be final and binding upon the Allottee/s ("**Facility Manager/s**"). Tenure of Facility Manager/s shall be until the Promoters offer to hand over the management and maintenance of the Whole Project to the Society / the said Societies and/or until such other period as may be decided by the Promoter 2. Upon handing over management and maintenance of the Whole Project to the Society / the said Societies, the Society / the said Societies shall be entitled to undertake the management and maintenance of the Whole Project including the Whole Project Residential Amenities. The Promoter 2 may also formulate the rules and regulations for the maintenance and upkeep of the Whole Project including the Whole Project Residential Amenities and the Allottee/s hereby agrees and undertakes to abide and follow and not to commit breach of any of the provisions of such rules, regulations and bye-laws.
- 5.3 The Promoter 2 shall have the right to designate any space in the Whole Project or any part thereof to the Utility Provider/s and the Facility Manager/s for the purpose of facilitating the provision and proper maintenance of Utilities and Services to be availed by the allottees of the Whole Project. The Promoter 2 shall also be entitled to designate any space in the Whole Project to Utility Provider/s and the Facility Manager/s either on leave and license or leasehold basis or in any other manner acceptable to Utility Provider/s or the



Facility Manager/s for the purposes of providing the Utilities and the Services in the Whole Project.

- 5.4 Notwithstanding any other provision of this Agreement, the Promoter 2 have right to and shall be entitled to nominate any one or more person/company as Facility Manager/s and the Utility Provider/s. The Promoter 2 have the authority and discretion to negotiate with such Facility Manager/s and/or the Utility Provider/s and to enter into and execute formal agreement/s for maintenance and management of infrastructure with the Facility Manager/s and the Utility Provider/s. The cost incurred in appointing the Facility Manager/s and the Utility Provider/s shall be borne and paid by the Allottee/s / residents / occupiers of the Commercial Premises / Residential Premises in the manner as may be determined by the Promoter 2. Such charges would be levied on the basis of the carpet area of the said Apartment and the Allottee/s agrees that he/she/they shall not raise any dispute regarding the appointment of any such Facility Manager/s and the Utility Provider/s by the Promoter 2 or towards charges payable to Facility Manager/s and the Utility Provider/s as determined by the Promoter 2. The cost of maintenance and management of the Whole Project shall be borne and paid by the Allottee/s of the Apartment in the Whole Project alone.
- 5.5 The Allottee/s agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter 2 and/or the Facility Manager/s including without limitation, payment of the Allottee/s's share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the Whole Project and the Whole Project Residential Amenities.
- 5.6 Upon formation of the Society / the said Societies and handing over of the management of the operation and maintenance of the Whole Project to the Society / the said Societies, the Promoters shall novate and assign the agreements executed with the Facility Manager/s and the Utility Provider/s in this regard to the Society / the said Societies by executing requisite deeds and documents with the Society / the said Societies. The Promoter 2 shall have right to terminate and/or replace the Facility Manager/s and/or the Utility Provider/s in its sole discretion.
- 5.7 Any management fees / service charges payable to the Facility Manager/s and the Utility Manager/s in terms of the service agreements stated above shall be proportionately borne and paid by the Allottee/s and other allottees of the Whole Project.
- 5.8 The Promoters have not given and shall not give any representation and / or warranty with respect to quality, sufficiency and / or adequacy of the Services and Utilities availed from the Facility Manager/s and/or the Utility Manager/s

and that the Promoters shall not in any manner be liable for any claim of any nature whatsoever, for any defects and / or any deficiency in the services provided or rendered by them under the agreements executed with the Facility Manager/s and/or the Utility Manager/s in this regard or even otherwise with respect to the services and/or utilities provided by them. Further, the Promoters shall not be liable for any warranty or guarantee offered by such the Facility Manager/s and the Utility Manager/s providers for any Services and Utilities, and it will be strictly between the Allottee/s and such Facility Manager/s and/or the Utility Manager/s.

6. **Possession:**

- 6.1 The Promoters shall endeavor to complete the construction of the said Apartment and obtain the part / full Occupation Certificate from the SRA or the concerned authority, in respect of the said Apartment on or about the date as more particularly mentioned in the **Fifth Schedule** hereunder written ("**Possession Date**"), subject to the Allottee/s being in compliance of all its roles, responsibilities and obligations under this Agreement including timely payment of Sale Consideration and the Other Charges. Provided that the Promoter 2 shall be entitled to reasonable extension of time for giving delivery of the said Apartment on the aforesaid date, if the completion of building in which the said Apartment is to be situated is delayed on account of any or all of the following factors ("**Force Majeure Events**") -
- (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;

7. **Procedure for taking possession:**

- 7.1 Upon obtaining the occupancy certificate from the competent authority in respect of said Apartment and upon payment made by the Allottee/s as per this Agreement, the Promoters shall offer in writing to the Allottee/s to take the possession of the said Apartment, within 15 (fifteen) days from the date of issue of such notice and the Promoter shall give possession of the said Apartment to the Allottee/s ("**Possession Notice**"). The Allottee/s shall be liable to pay the Other Charges, taxes, maintenance and outgoings as determined by the Promoters from the date of Possession Notice. The Promoter 2 on its behalf shall offer the possession to the Allottee/s in writing within 7 (seven) days of receiving the occupancy certificate of the Project.
- 7.2 The Allottee/s shall take possession of the Apartment within 15 (fifteen) days from the date of the Possession Notice.
- 7.3 Upon receiving the Possession Notice from the Promoters as agreed above, the Allottee/s shall take possession of the said Apartment from the Promoter

2 by executing the necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter 2, and the Promoter 2 shall give possession of the said Apartment to the Allottee/s. Irrespective of whether the Allottee/s takes or fails to take possession of the said Apartment within 15 (fifteen) days from the date of the Possession Notice, the Allottee/s shall become liable to bear and pay his/her/its proportionate share of maintenance and outgoings i.e. in proportion to the carpet area of the said Apartment from the Possession Notice, including but not limited local / property / municipal taxes, betterment charges, other indirect taxes of every nature, or such other levies by the SRA or other competent authority or local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, managers, security guards, sweepers and all other expenses necessary and incidental to the management and maintenance of the Whole Project, as per the terms provided herein. Until the Society / the said Societies is / are formed and the management and maintenance thereof is offered to the Society / the said Societies, the Allottee/s shall pay to the Promoters such proportionate share of outgoings as may be determined by the Promoter 2 at its sole discretion.

- 7.4 The Allottee/s shall, before delivery of possession of the said Apartment in accordance with this Clause, pay to the Promoter 2 such amounts as mentioned in the **Part A** and the **Part B** of the **Seventh Schedule**. The amounts mentioned in the **Part A** of the **Seventh Schedule** shall not be accountable by the Promoter 2. The amounts mentioned in the **Part B** of the **Seventh Schedule** shall be accounted only to the Society / the said Societies of the allottees / the purchasers of the Commercial Premises / Residential Premises in the Whole Project and not to the Allottee/s individually and shall not carry any interest. The interest if any on such amounts shall solely be the entitlement of the Promoter 2. The Other Charges are tentative and are liable to be revised by the Promoter 2. The Allottee/s shall make payments of such amounts as more particularly mentioned in the **Part A** and the **Part B** of the **Seventh Schedule**, to the bank account of the Promoter 2, as detailed in the **Fifth Schedule** hereunder written or as may be jointly prescribed by the Promoters. For the purposes of this clause, the expression "Promoter 2" includes its nominee.

8. **Failure of Allottee/s to take Possession of the said Apartment:**

- 8.1 Upon receiving the Possession Notice, the Allottee/s shall take possession of the said Apartment, within the period as set out in the Possession Notice, from the Promoter 2 by executing necessary indemnities, undertakings and such other documentation as prescribed by the Promoter 2, and the Promoter 2 shall handover possession of the said Apartment to the Allottee/s. In case the Allottee/s fails to take possession of the said Apartment within the time provided in the Possession Notice, such Allottee/s shall continue to be liable

to pay maintenance charges and Other Charges, as applicable and in terms of this Agreement from the date of the Possession Notice.

8.2 If within a period of five years from the date of handing over the said Apartment to the Allottee/s, the Allottee/s brings to the notice of the Promoter 2 any structural defect in the said Apartment or the building in which the said Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter 2 at its own cost and expense and in case if it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter 2, reasonable compensation for such defect provided that the defect is not caused due to any act of omission or commission by the Allottee/s or other allottees in the Real Estate Project or third party or due to Force Majeure Events or for any other reason beyond the control of the Promoters.

8.3 The Allottee/s shall use the said Apartment or any part thereof or permit the same to be used only for purposes more particularly mentioned in the **Fifth Schedule**. The Allottee/s shall use the Car Parking Space only for purpose of keeping or parking vehicle.

9. **Formation of the Society / the said Societies / the Condominium / the Company:**

9.1 Upon 51% (fifty one percent) of the total number of the Commercial Premises / Residential Premises in the Whole Project being booked by allottees, the Promoters shall submit an application to the competent authorities to form a co-operative housing society comprising the Allottee/s and other allottees of the Commercial Premises / Residential Premises in the Whole Project under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules (“**the Society**”). Notwithstanding anything contained above, the Promoters reserve their right to form more than one society (“**the said Societies**”) for each tower or combination of one or more wing forming part of the Whole Project or one for Residential Portion and one for Commercial Portion or in such other manner as the Promoter 2 deems fit and / or with such modifications as may be deemed fit by the Promoter 2.

9.2 The Allottee/s shall, along with other allottees of premises /apartments, join in forming and registering the Society / the said Societies, as the case may be.

9.3 For this purpose, the Allottee/s shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the

Society / the said Societies and for becoming a member thereof, including the bye-laws of the Society / the said Societies and shall duly fill in, sign and return to the Promoters, within 7 (seven) days of the same being made available to the Allottee/s, so as to enable the Promoters to register the Society / the said Societies. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft/final bye-laws of the Society / the said Societies, as may be required by the Registrar of Co-operative Societies or any other competent authority.

- 9.4 The name of the Society / the said Societies shall be solely decided by the Promoters.
- 9.5 The Society / the said Societies shall admit all purchasers of premises / apartment of the portions of the Whole Project for which it is / they are formed, as members, in accordance with law.
- 9.6 The Promoters shall be entitled, but not obliged to, join as a member of the Society / the said Societies in respect of unsold premises / apartment in the Whole Project, if any.
- 9.7 Post the offering to hand over the management and maintenance of the Whole Project to the Society / the said Societies, as the case may be, by the Promoter 2, the Society / the said Societies shall be responsible for the operation and management and/or supervision of the portions of the Whole Project for which it is / they are formed, and the Allottee/s shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard. The Allottee/s shall not be entitled to dissolve the Society / the said Societies formed by the Promoters with a view to form a separate society / societies for the operation and management and/or supervision of the Whole Project or part thereof.
- 9.8 The Promoters shall be entitled to use and consume the entire development potential on the Free Sale Land or part thereof even after formation of the Society / the said Societies and the Society / the said Societies and/or the Allottee/s hereby agree and undertake not to raise any objection against the same.
- 9.9 Post hand over the management and maintenance of the said Society / the said Societies, as the case may be, the Promoters shall continue to be entitled to unsold Commercial Premises / Residential Premises in the Whole Project and to undertake the marketing etc., in respect of such unsold Commercial Premises / Residential Premises. The Promoters shall not be liable or required to bear and/or pay any amount by way of contribution, outgoings, deposits, transfer fees/charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Society /

the said Societies, as the case may be, for the sale/allotment or transfer of the unsold Commercial Premises / Residential Premises in the Whole Project, save and except the municipal taxes at actuals (levied on the unsold Commercial Premises / Residential Premises).

- 9.10 The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society / the said Societies including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates and Solicitors engaged by the Promoters for preparing, drafting and approving all such documents, instruments, papers and writings shall be borne and paid by the Society / the said Societies and its members / intended members including the Allottee/s, as the case may be, and the Promoters shall not be liable towards the same in any manner whatsoever.
- 9.11 The Promoters will have the option, at its sole, absolute and unfettered discretion to submit the Real Estate Project / the Whole Project to the provisions of the Maharashtra Apartment Ownership Act, 1970 ("MAO Act"), if so permissible, instead of forming and registering the Society, as aforesaid. If the Promoters so decides to apply the provisions of the MAO Act in respect of the Real Estate Project / the Whole Project, the Promoters will execute the necessary Declaration as contemplated by Section 2 of the MAO Act and will execute separate Deeds of Apartment in respect of the respective premises in favour of the respective allottee/s/purchaser/s thereof, instead of the Society Conveyance (defined hereunder). In such an event all references to the Society herein shall be deemed to refer to a condominium and the byelaws of the Society will be deemed to refer to the bye-laws of the condominium. The Allottee/s will join in the execution of the Declaration as and when called upon by the Promoters, if so, required by applicable law.
- 9.12 The Promoters shall also have the option, at its sole, absolute and unfettered discretion to get incorporated a Limited Company, if so permissible, of which the owners of all the premises in the Real Estate Project / the Whole Project shall be the shareholders. If the Promoters so decides to have a Limited Company incorporated, then and in that case, all references in this Agreement to the Society will be deemed to refer to the said Limited Company and, the references to the formation and registration of the Society will be deemed to refer to the incorporation of the Limited Company and further, the references to the bye-laws of the Society will be deemed to refer to the Memorandum and Articles of Association of the Limited Company and references to the registrar of Co-operative Societies/Competent Authority will be deemed to refer to the Registrar of Companies.
- 9.13 It is expressly clarified and the Allottee/s agrees that the prerogative to opt for a co-operative society, a condominium or a limited company as the form/nature of the organization of the allottee/s/unit purchasers of in the Real

Estate Project / the Whole Project vests solely and absolutely in the Promoters, and none of the allottee's (including the Allottee/s) of the units/premises in the Real Estate Project / the Whole Project (including the said Apartment) shall have the right to demand from/insist upon the Promoter to opt for a particular form of organization of allottee/s /unit purchasers.

10. **Transfer of the Real Estate Project to the Society / the said Societies:**

- 10.1 Within 3 (three) months from the date on which the Promoters have sold all the premises / apartments in the Whole Project and the Promoter 2 having received the entire sale consideration and other monies from all the allottees in the Whole Project, the Free Sale Buildings comprised therein, shall be conveyed to the Society / the said Societies, as the case may be, vide a registered indenture of conveyance, subject to the applicable law ("**Society Conveyance**"). The Society / the said Societies, as the case may be, shall be required to join in execution and registration of the Society Conveyance.
- 10.2 Notwithstanding what is agreed herein, it is clarified that, in the event the Promoter 2 decides to form the said Societies, then the Promoters in their sole discretion shall be entitled to undertake Society Conveyance (i) jointly in favour of the said Societies (upon formation of all such said Societies) or (ii) an apex body of the said Societies, as the Promoter 2 deem fit, subject however to the other terms and conditions as may be deemed fit by the Promoter 2.
- 10.3 The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the Society Conveyance, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter 2 for preparing, drafting and approving all such documents, shall be borne and paid by the Society / the said Societies and their respective members/intended members including the Allottee/s; as the case may be, and the Promoters shall not be liable toward the same.
- 10.4 Post offering to hand over the maintenance and management of the Whole Project, the Society / the said Societies shall be responsible for the operation, maintenance and management and/or supervision of the Whole Project, in accordance with the provisions of this Agreement, and the Allottee/s shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard, in accordance with the provisions of this Agreement. The Promoters shall not be responsible for the operation, maintenance and management and/or supervision of the Real Estate Project and/or the Whole Project.

10.5 Post execution of the Society Conveyance, the Promoters shall continue to be entitled to deal with the unsold Commercial Premises / Residential Premises in the Whole Project and to undertake the marketing etc. in respect of such unsold Commercial Premises / Residential Premises. The Promoters shall not be liable or required to bear and/or pay any amount by way of contribution, outgoings, deposits, transfer fees/charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Society for the sale/allotment or transfer of the unsold Commercial Premises / Residential Premises in the Whole Project, save and except the municipal taxes at actuals (levied on the unsold Commercial Premises / Residential Premises).

11. **Application for Lease:**

11.1 The overall scheme of the development of the Larger Land including the Free Sale Land is being carried out under the provisions of Regulation 33(10) of the DCPR as a slum rehabilitation scheme and such other provisions of the DCR / DCPR as applicable and/or such other incentive scheme as may be sanctioned under the provisions of the DCR / DCPR from time to time. The Free Sale Land is partly owned by the Government of Maharashtra / Collector of Mumbai Suburban District and partly by RTO. Accordingly, the Free Sale Land shall be leased by the competent authority in favour of the Society / the said Societies, in accordance with the applicable law, as may be prevailing from time to time. Nature of title of the Free Sale Land which the competent authority will give / cause to be given to the Society / the said Societies, as the case may be, shall be only lease of the Free Sale Land in favour of the Society / the said Societies, as the case may be.

11.2 Within a period of 3 (three) months of the Society Conveyance in respect of all the Free Sale Buildings forming part of the Whole Project, the Promoters and the Society / the said Societies, as the case may be, shall make necessary applications to the competent authority for execution and registration of an Indenture of Lease, whereby the lease of the Free Sale Land shall be demised unto and in favour of the Society / the said Societies ("**the said Lease Deed**"), in the manner set out in the Clauses 11.1 above.

11.3 The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the said Lease Deed, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoters for preparing, drafting and approving all such documents, shall be borne and paid by the Society / the said Societies, as the case may be.

12. The Promoters have informed the Allottee/s that there may be common access road, streetlights, common recreation space, passages, electricity and telephone cables,



water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the First Land. The Promoters have further informed the Allottee/s that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee/s along with other purchasers of premises / apartments in the Whole Project, and the Allottee/s shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the purchasers of Commercial Premises / Residential Premises in the Whole Project including the Allottee/s herein and the proportion to be paid by the Allottee/s shall be determined by the Promoter 2 and the Allottee/s agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee/s nor any of the allottees of premises / apartments in the Whole Project shall object to the Promoter 2 laying through or under or over the First Land or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings/wings which are to be developed and constructed on any portion of the First Land or any other Land to be redeveloped by the Promoter 2.

13. **Representations and warranties of the Promoters:**

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

- 13.1 The Promoters have clear and marketable title with respect to the development of the Real Estate Project; as declared in the title report annexed to this Agreement and has the requisite rights to carry out development upon the Real Estate Project and also has actual, physical and legal possession of the Free Sale Land for the implementation of the Real Estate Project.
- 13.2 The Promoter 1 has lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project.
- 13.3 There are no encumbrances upon the Real Estate Project, or the Project except those disclosed to Allottee in the said Title Certificate.
- 13.4 There are no litigations pending before any Court of law with respect to the Free Sale Land or the Real Estate Project except those disclosed to the Allottee in the said Title Certificate.
- 13.5 There is a temple standing on a portion of the Larger Land which shall be demolished and constructed on a portion of the Free Sale Land. The access to the temple proposed to be constructed on a portion of the Free Sale Land, shall be proposed to be directly from the road abutting the same.

- 13.6 The Allottees/s of the business centre comprised in the Commercial Portion, including their visitors, shall be entitled to use the Residential Lobby solely for the purposes of accessing the business centre. The allottee/s of the Residential Portion shall not raise any dispute in this regard of any nature whatsoever.
- 13.7 Promoters hereby represents and warrants that all approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Real Estate Project shall be obtained by following due process of law and the Promoters have been and shall at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project.
- 13.8 The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected.
- 13.9 The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Real Estate Project other than the allottee/s in the Whole Project, including the said Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement.
- 13.10 The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s in the manner contemplated in this Agreement.
- 13.11 At the time of execution of the conveyance deed of the structure to the Society/the Societies of allottees the Promoters shall handover lawful, vacant, peaceful, physical possession of the Real Estate Project together with the common areas, facilities and amenities to the Society/Societies.
- 13.12 The Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the competent authorities.
- 13.13 No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Project Land) has been received or served upon the Promoters in respect of the Real Estate Project except those disclosed in the said Title Certificate.

14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the said Apartment may come, hereby covenants with the Promoters as follows:
- 14.1 To maintain the said Apartment at the Allottee/s's own cost in good and tenable repair and condition from the date that of possession of the said Apartment is taken and shall not do or suffer to be done anything in or to the building in which the said Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the said Apartment is situated and the said Apartment itself or any part thereof without the consent of the local authorities, if required.
- 14.2 Not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said Apartment is situated, including entrances of the building in which the said Apartment is situated and in case any damage is caused to the building in which the said Apartment is situated or the said Apartment on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
- 14.3 To carry out at his own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Promoters to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the said Apartment is situated or the said Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- 14.4 Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Apartment is situated and shall keep the portion, sewers, drains and pipes in the said Apartment and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the said

Apartment without the prior written permission of the Promoters and/or the Society / the said Societies.

- 14.5 Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Whole Project and the building in which the said Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- 14.6 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the Whole Project and the building in which the said Apartment is situated or any portion of the Whole Project or the common areas thereto and shall segregate their everyday dry and wet garbage separately to facilitate the recycling of the same by the Society / the said Societies. The wet garbage generated in the Whole Project shall be treated on the same plot by the residents / occupants / allottees of the Whole Project.
- 14.7 Pay to the Promoter 2, within 15 (fifteen) days of demand by the Promoter 2, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the said Apartment is situated.
- 14.8 To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Apartment by the Allottee/s for any purposes other than for purpose for which it is sold.
- 14.9 To bear and pay in timely manner all amounts, dues, taxes, cess, levies and duties including property tax, water charges, electricity bills, common area maintenance, Sale Consideration or part thereof, Other Charges, maintenance and outgoings, etc.
- 14.10 The allottees of the Residential Portion to bear and pay the proportionate charges, fees, costs and expenses for the Whole Project Residential Amenities.
- 14.11 Not to change the user of the said Apartment without the prior written permission of the Promoter 2 and the Society / the said Societies and the concerned authority.
- 14.12 The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Apartment, or dispose of or alienate otherwise howsoever, the said Apartment and / or its rights, entitlements and obligations under this

Agreement until all the dues, taxes, deposits, cess, Sale Consideration, Other Charges, maintenance and outgoings payable by the Allottee/s to the Promoter 2 under this Agreement are fully paid up. In the event, the Allottee/s is desirous of transferring the said Apartment and/or its rights under this Agreement, then the Allottee/s shall be entitled to effectuate such transfer only with the prior written permission of the Promoter 2 and upon payment of applicable transfer / administrative fees to the Promoter 2 not exceeding 2% ("**Two Percent**") of the Proposed Sale Price ("**Proposed Sale Price**" shall for the purposes of this Agreement mean proposed sale consideration offered by such proposed transferee to the Allottee/s for proposed sale / transfer/ assignment of the said Apartment or the market value of the said Apartment, whichever is higher). On such transfer recorded / endorsed by the Promoter 2, the Allottee/s along with third party transferee shall furnish requisite undertakings and indemnities, as may be required by the Promoter 2, to abide by all the terms and conditions of this Agreement. The Transferee/s solely be liable and responsible for all legal and other consequences that may arise due to acceptance of application for such transfer/ assignment. The Transferee/s shall be bound and obligated to comply with all the terms agreed between the Parties hereto under this Agreement, including but not limited to payment of the balance Sale Consideration in the manner as more particularly mentioned in the **Sixth Schedule** hereunder written. However, if the Allottee/s, subject to receiving approval from the Promoter 2 for the proposed transfer of the said Apartment, fails to complete the same within a period of 3 (three) months from the date on which the permission is granted, then the permission as accorded by the Promoter 2 shall lapse and for any proposed transfer of the said Apartment at any time thereafter the restriction and terms and conditions as contained in this sub-clause shall again apply.

- 14.13 The Allottee/s shall observe and perform all the rules and regulations which the Society / the said Societies may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Free Sale Building/s 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. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society / the said Societies regarding the occupancy and use of the said Apartment in the Free Sale Building/s and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- 14.14 The Allottee/s shall permit the Promoter 2 and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and

upon the Whole Project or any part thereof to view and examine the state and condition thereof.

- 14.15 The Allottee/s hereby agrees that they have understood the layout of the Whole Project. The Allottee/s shall duly abide by the rules relating to the entry/exit points as shall be stipulated by the Promoter 2 for the allottees of the Commercial Portion and the Residential Portion respectively, the vehicular movement and the pedestrian movement of the allottees of the Commercial Portion and the Residential Portion respectively and shall always abide by the rules and regulations laid down by the Promoter 2 in this regard and modified from time to time.
- 14.16 The Allottee/s is aware that the lifts for use of the allottees of Commercial Portion and the Residential Portion are identified and he/she/they shall not raise any dispute in respect of the same in any nature whatsoever and shall always abide by the rules and regulations laid down by the Promoters in this regard.
- 14.17 The allottees of the Commercial Portion shall not be entitled to utilize (and / or shall have access to) any of the Whole Project Residential Amenities and / or any amenities comprised therein.
- 14.18 The allottees of the Commercial Portion shall not be entitled to utilize (and / or shall have access to) the Residential Portion and/or any part thereof for any reason whatsoever.
- 14.19 The Allottee/s shall not be strictly allowed to place/stick/hang any kind of signage, hoarding, and all other forms of signage whatsoever on the glass façade of the Whole Project and / or within any portion of the Free Sale Land. This condition is binding on the Allottee/s to adhere to at all times and is a material condition to this Agreement and in the event the Allottee/s breaches the same, subject to the other rights and remedies available to the Promoters under law, the Promoters shall be entitled to terminate this Agreement.
- 14.20 The said Apartment shall be of R.C.C. structure with normal brick / block wall / dry wall with gypsum / putty / cement plaster. The Allottee/s hereby agrees that the Promoter 2 may, if required due to any structural reasons convert any brick / block wall / dry wall in the said Apartment into a load bearing R.C.C. wall or vice versa and the Allottee/s hereby further agrees and irrevocably consents not to dispute or object to the same. The Allottee/s, along with any and all purchasers of the Commercial Premises / Residential Premises of the Whole Project, are strictly prohibited to make any additions or alterations of any nature whatsoever including changes in walls, columns, beams and slabs, which may result into temporary and/or permanent changes and defects in the monolithic structure. The Promoters shall provide

the amenities in the said Apartment as set out in **Eighth Schedule** hereto. The Promoters shall not be liable, required and / or obligated to provide any other specifications, fixtures, fittings and / or amenities in the said Apartment or in the Whole Project. Further, though the Promoters may have proposed to provide amenities and facilities as stated herein, the Promoters reserve the right to add, alter, amend, relocate or delete any or all of the proposed amenities comprised in the **Fourth Schedule** and the **Eighth Schedule** hereto.

- 14.21 The Allottee/s agrees and covenants that the Allottee/s shall not load in the said Apartment, either by way of fit-out or construction or in any other manner whatsoever, anything more than as may be specified by the Promoters from time to time. Prior to undertaking any interior or fit-out, the Allottee/s shall submit the drawings with the Promoter 2 and shall disclose the nature of work to be carried out in the said Apartment and shall obtain specific written approvals of the Promoter 2 to that effect. The Promoter 2 shall have discretion to allow or reject any such request or part thereof. The Allottee/s shall incorporate any suggestions of the Promoters in the proposed fit out plan, if required. The Allottee/s shall be responsible to apply and obtain the permission of the concerned statutory authorities for such refurbishment / fit-out/ interior work at his/her/its/their costs and expenses. The Allottee/s confirms that no structural changes and/or structural alterations of any nature whatsoever shall be made by the Allottee/s at any time, whatsoever.
- 14.22 Not to affix any fixtures or grills on the exterior of the Whole Project for the purposes of drying clothes or for any other purpose and undertakes not to have any laundry drying outside the said Apartment and the Allottee/s shall not decorate or alter the exterior of the said Apartment either by painting and/or otherwise. The Allottee/s shall fix the grills inside the windows only, which shall not protrude external wall of the Whole Project. The standard design for the same shall be obtained by the Allottee/s from the Promoter 2 and the Allottee/s undertakes not to fix any grill having a design other than the standard design approved by the Promoter 2. If found that the Allottee/s has affixed fixtures or grills on the exterior of his / her / their / its Apartment for drying clothes or for any other purpose or that the Allottee/s has affixed a grill having a design other than the standard approved design, the Allottee/s shall immediately rectify / dismantle the same so as to be in compliance with his / her / their / its obligations as mentioned herein.
- 14.23 Not to install air conditioner/s at any place other than those earmarked for fixing the same so as not to affect the structure, façade and/or elevation of the Whole Project in any manner whatsoever. The Allottee/s shall not install a window Air-conditioner within or outside the said Apartment. If found that the Allottee/s has affixed a window air conditioner or the outdoor condensing unit which protrudes outside the said Apartment, the Allottee/s shall

immediately rectify/dismantle the same forthwith so as to have uniformity in the façade or outer look of the said Apartment / the Whole Project.

- 14.24 To keep the sewers, drains and pipes in the said Apartment and appurtenance thereto in good tenantable repairs and condition and in particular, support shelter and protect the other parts of the Whole Project and the Allottee/s shall not chisel or in any other manner damage columns, beams, walls, slabs or R. C. C. Partis or other structural members in the said Apartment without the prior written permission of the Promoter 2 and concerned authorities.
- 14.25 Not to do or permit to be done any renovation / repair within the said Apartment without prior written permission of the Promoter 2. In the event of the Allottee/s carrying out any renovation / repair within the said Apartment, without prior written permission and /or in contravention of the terms of such prior written permission, as the case may be, then in such event the Promoter 2 shall not be responsible for rectification of any defects noticed within the said Apartment or of any damage caused to the said Apartment or the Whole Project on account of such renovation / repair.
- 14.26 Not to enclose the passages, if any, forming part of the said Apartment without the previous written permission of the Promoter 2 and concerned authorities.
- 14.27 The Allottee/s further agrees and confirms not to raise any objection whatsoever, if the Promoter 2 restricts the Allottee/s for site visit/ inspection of their apartment, before obtaining the Occupation Certificate for the said Apartment.
- 14.28 The Allottee/s hereby confirm and acknowledge that the Allottee/s shall install or place the ODU for the said Apartment in the space allocated by the Promoter 2, and the Allottee/s shall not shift/install/place the ODU in any other place whatsoever.
- 14.29 Not to shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the said Apartment / the Whole Project in any manner whatsoever without prior written consent of the Promoter 2 and without obtaining necessary approvals from the concerned authorities.
- 14.30 To abide, observe and perform all the rules and regulations formulated by the Promoter 2 and the rules, regulations and bye-laws which the Society / the said Societies may adopt at its inception and additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Whole Project and the said Apartment therein. The Allottee/s shall also observe and perform all the stipulations and conditions



laid down by the Society / the said Societies / Promoter 2 regarding the occupation and use of the said Apartment in the Whole Project and the Allottee/s shall pay and contribute regularly and punctually towards the taxes, expenses, maintenance and outgoings.

- 14.31 Not to violate and to abide by all rules and regulations framed by the Promoter 2 and / or by the Society / the said Societies (post handing over management of the Whole Project), for the purpose of maintenance, management and up-keep of the Whole Project, the common areas and facilities, as the case may be, and in connection with any interior / civil works that the Allottee/s may carry out in the said Apartment.
- 14.32 The Allottee/s agrees not to do, omit to do or cause to be done any act, deed, matter or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Whole Project or the Promoter 2 or its representatives. In the event the Allottee/s does or omits to do any such act, deed or thing then the Promoter 2 shall, without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement by sending the notice of termination to the Allottee/s.
- 14.33 The Allottee/s shall never in any manner enclose any ducts, planters, ledges, pocket terrace/s, deck areas, ornamental projects, balcony, utility, dry yards, service yards and any other areas in the Whole Project. These areas should be kept open and should not be partly or wholly enclosed including installing any temporary or part shed or enclosure and shall not include the same in the said Apartment or any part thereof and keep the same unenclosed at all times.
- 14.34 The Allottee/s shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Apartment, nor do / cause to be done any hammering for whatsoever use on the external / dead walls of the Whole Project or do any act to affect the FSI potential of the Larger Land.
- 14.35 The Promoter 2 shall have the right to demolish any such addition or alteration or enclosing of the open areas carried by the Allottee/s without any consent or concurrence of the Allottee/s and also to recover costs incurred for such demolition and reinstatement of the said Apartment to its original state.
- 14.36 The Allottee/s shall not do either by himself / herself / itself or any person claiming through the Allottee/s anything which may or is likely to endanger or damage the Whole Project or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations to common areas and amenities

and facilities in the Whole Project. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the Whole Project.

- 14.37 The Allottee/s shall park his/her car in the said Car Parking Space allocated to the Allottee/s and shall not park his/her car at any other place.
- 14.38 To make suitable arrangement for removal of debris arising out of any interior decoration, renovation, furniture making or any other allied work in the said Apartment on a daily basis.
- 14.39 The Allottee/s has been appraised of the terms and conditions of the deeds, documents, approvals, permissions, no objections, etc., referred to in this Agreement and the same shall be fully binding on the Allottee/s.
- 14.40 The Promoters shall have the exclusive right to control advertising and signage, hoarding, and all other forms of signage whatsoever within the Larger Land/ Whole Project in perpetuity.
- 14.41 The Promoter 2 shall be entitled to construct site offices/sales lounge in the Free Sale Land or any part thereof and shall have the right to access the same at any time without any restriction whatsoever until the entire development on the Free Sale Land is fully completed, irrespective of whether the Free Sale Land or any portion thereof is transferred to the Society / the said Societies.
- 14.42 The Promoter 2 shall have option to offer possession of the said Apartment even prior to completion of the Whole Project Residential Amenities. The Allottee/s agrees to take possession of the said Apartment in terms of Possession Notice. The Allottee/s hereby agrees and covenants with the Promoters that he he/she/they/it shall not raise any objection, dispute, complaint or grievance of any nature whatsoever with respect to the carpet area of the said Apartment, post taking possession of the said Apartment from the Promoter 2 in terms of this Agreement. The Allottee/s acknowledges that the Whole Project Residential Amenities shall be operational and would be handed over to the Society / the said Societies only after completion of the Whole Project in full and receipt of occupation certificate in respect thereof. The Promoters reserve their right to add, alter, delete, upgrade, modify, relocate, reduce or enhance the common amenities. The Allottee/s consents and agrees for the same and shall not raise any dispute or claim at any time.
- 14.43 Notwithstanding what is agreed herein and without prejudice to remedies stipulated herein, failure on the part of the Allottee/s in observing and performing any of the covenants set out under this Clause 14, shall amount

material breach, entitling the Promoter 2 to terminate this Agreement, at the sole discretion of the Promoter 2.

15. The Allottee/s hereby nominates the persons as set out in the **Fifth Schedule** (“**the said Nominee**”) as his / her / their / its nominee in respect of the said Apartment. On the death of Allottee/s, the said Nominee shall assume all the obligations of the Allottee/s under this Agreement or otherwise, and shall be liable and responsible to perform the same. The Allottee/s shall at any time hereafter be entitled to substitute the name of the said Nominee for the purposes herein mentioned. The Promoters shall only recognize the said Nominee or the nominee substituted by the Allottee/s (if such substitution has been intimated to the Promoters in writing) and deal with him/her/them in all matters pertaining to the said Apartment. The heirs and legal representatives of the Allottee/s shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc., of and/or by the said Nominee. The Promoters shall at its discretion be entitled to insist on Probate / Letter of Administration and/or such other documents as the Promoter 2 may deem fit, from such nominee. The said Nominee would be required to give an indemnity bond indemnifying the Promoters as may be necessary and required by the Promoters.

16. **Mortgages of the said Apartment:**

The Allottee/s shall be entitled to avail housing loan from a Bank and to mortgage the said Apartment by way of security for repayment of the housing loan availed from such Bank, with the prior written consent of the Promoter 2. The Promoter 2 will grant their no objection to the Allottee/s availing of such loan from the Bank and mortgaging the said Apartment with such Bank, provided however, the Promoters shall not incur any liability/obligation for repayment of the monies so borrowed by the Allottee/s and/or any monies in respect of such borrowings including interest and cost and provided the mortgage created in favour of such Bank in respect of the said Apartment of the Allottee/s shall not in any manner jeopardize the Promoters’ right to receive full consideration and other charges and such mortgage in favour of such Bank shall be subject to Promoters’ first lien and charge on the said Apartment in respect of the unpaid amounts payable by the Allottee/s to the Promoters under the terms and conditions of this Agreement and subject to the other terms and conditions contained herein. The Promoters will issue the said No Objection Letter addressed to the Bank advising the Bank to make payment of the loan amount against the mortgage of the said Apartment directly to the Promoters as per the schedule of payment of the Sale Consideration or as may be requested by the Promoters from time to time.

17. The Allottee/s hereby represents and warrants to the Promoters that:

- (a) he / she / they / it is / are not prohibited from purchasing the said Apartment under any applicable law or otherwise;

- (b) he / she / they / it has / have not been declared and / or adjudged to be an insolvent, bankrupt etc., and / or ordered to be wound up or dissolved, as the case may be;
- (c) no receiver and / or liquidator and / or official assignee and / or bankruptcy trustee or any person is appointed in the case of the Allottee/s in respect of all or any of his / her / their / its assets and / or properties;
- (d) none of his / her / their / its assets / properties is attached and / or no notice of attachment has been received under any law, rule, regulation or statute etc.;
- (e) no notice is received from the Government of India (either Central, State or Local) and / or from any other Government abroad for his / her / their / its involvement in any money laundering or any illegal activity and / or is not declared to be a proclaimed offender and / or no warrant is issued against him / her / them;
- (f) no execution or other similar process is issued and / or levied against him / her / them and / or against any of his / her / their / its assets and properties;
- (g) he / she / they has / have not compounded payment with his / her / their / its creditors;
- (h) he / she / it / they is / are not convicted of any offence involving moral turpitude and / or sentenced to imprisonment for any offence;
- (i) he / she / it / they is / are not an undesirable element and will not cause nuisance and / or hindrances in the completion of the Whole Project and / or anytime thereafter and will not default in making payment of the Sale Consideration, Other Charges, taxes, maintenance and outgoings or any other amount due and payable by the Allottee/s in terms of this Agreement;
- (j) The Allottee/s is/are in a good financial position to pay the Sale Consideration, Other Charges, taxes, maintenance and outgoings or any other amount due and payable under this Agreement, without any delay or default and shall as and when called upon by the Promoter provide such security as may be required by the Promoter towards all payments due and payable from time to time; and
- (k) The Allottee/s hereby confirm/s that he/she/they has/have perused the terms and conditions of this Agreement and is/are signing this Agreement out of free will, under legal advise from their advocates/ counsels and that the terms and conditions mentioned herein are not arbitrary or one sided.

18. It is abundantly made clear to the Allottee/s who is or may become a non-resident/ foreign national of Indian Origin during the subsistence of this Agreement, that in respect of all remittances, acquisitions/transfer of the said Apartment, it shall be his/her/their/its sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, Chapter IX of the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 notified by the Central Government on 17<sup>th</sup> October, 2019 read with any amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof, Chapter IX of the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 notified by the Central Government on 17<sup>th</sup> October, 2019 read with any amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Allottee/s understands and agrees that in the event of any failure on his/her/their/its part to comply with the foregoing provisions, he/she/they/it alone shall be liable for any action under the Foreign Exchange Management Act, 1999, or any other statutory modifications or re-enactments thereto. The Promoters accept no responsibility in this regard and the Allottee/s agrees to indemnify and keep the Promoters indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.
19. The Promoter 2 shall maintain a separate account in respect of sums received by the Promoter 2 from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
20. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or of the Free Sale Land and the Free Sale Buildings or any part thereof. The Allottee/s shall have no claim, save and except in respect of the said Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter 2 until the said Free Sale Buildings are transferred to the Society / the said Societies and until the Free Sale Land is transferred to the Society / the said Societies as hereinbefore mentioned.
21. **Promoter 2 shall not mortgage or create a charge:**
- After the Promoter 2 executes this Agreement he 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/s who has taken or agreed to take said Apartment.

22. **Binding effect:**

Forwarding this Agreement to the Allottee/s by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan to the Promoters within 30 (thirty) days from the date of receipt of this Agreement by the Allottee/s and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoters. If the Allottee/s(s) fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar of Assurances for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s, after deduction of the agreed amount therefrom, without any interest or compensation whatsoever.

23. **Entire Agreement:**

23.1 This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, Reservation Form, Brochure, Expression of Interest (Eol), letter of acceptance, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment.

23.2 All Brochures/Leaflets/Pamphlets/ads/ walk through presentations/ master plan/layout plan or any other document including photographs, images, designs, plans, specifications, layout, height, dimensions, facilities, vegetation, features and communication as contained therein, which are merely an artistic impression and imagination and may vary to actual project on site. The actual and physical features, amenities and facilities in the Whole Project or the said Apartment would be in accordance with plans and specifications approved by the authorities and as contained in this agreement.

24. **Right to amend:**

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

25. **Provisions of this Agreement applicable to allottee /subsequent allottees:**

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

26. **Severability:**

If any provision of this Agreement shall be determined to be void or unenforceable under the RERA or the RERA Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to RERA or the RERA 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.

27. **Method of calculation of proportionate share wherever referred to in the Agreement:**

Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment in common with other allottee/s in the Real Estate Project, the same shall be in proportion to the carpet area of the said Apartment to the total carpet area of all the other apartments in the Whole Project.

28. **Further Assurances:**

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

29. **Place of Execution:**

29.1 The execution of this Agreement shall be complete only upon its execution by the Promoters through its authorized signatories at the Promoters Office, or at some other place, which may be mutually agreed between the Promoters and the Allottee/s, in Mumbai City, after the Agreement is duly executed by the Allottee/s and the Promoters or simultaneously with the execution this Agreement the same shall be registered at the office of the

Sub-Registrar of Assurances. Hence this Agreement shall be deemed to have been executed at Mumbai.

29.2 The Allottee/s and/or Promoters shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Parties shall attend such office and admit execution thereof.

30. **Communication and Notices:**

30.1 That all notices to be served on the Allottee/s and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoters by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses as specified in the **Fifth Schedule**.

30.2 It shall be the duty of the Allottee/s 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.

31. **Joint Allottees:**

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

32. **Stamp Duty and Registration:**

The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

33. **Dispute Resolution:**

Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute or difference amicably, such dispute or difference shall be referred to the Authority as per the provisions of RERA, RERA Rules and Regulations, thereunder.

34. **Governing Law:**

This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the



laws of India for the time being in force and the courts of law in Mumbai will have the jurisdiction with respect to all the matters pertaining to this Agreement.

35. **Interpretation:**

35.1 In this Agreement where the context admits:

- (i) any reference to any statute or statutory provision shall include all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated) and such provision as from time to time amended, modified, re-enacted or consolidated (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;
- (ii) any reference to the singular shall include the plural and vice-versa;
- (iii) any references to the masculine, the feminine and the neuter shall include each other;
- (iv) any references to a "company" shall include a body corporate;
- (v) the word "Business Day" would be construed as a day which is not a Sunday, or a public holiday or a bank holiday under the Negotiable Instruments Act, 1881 either at Mumbai, or any place where any act under this Agreement is to be performed;
- (vi) the schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it. Any references to clauses, sections and schedules are to clauses, sections of and schedules to this Agreement. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of clauses, sections and schedules in which the reference appears;
- (vii) references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;

- (viii) the expression “the Clause” or “this Clause” shall, unless followed by reference to a specific provision, be deemed to refer to the whole clause (not merely the sub-clause, paragraph or other provision) in which the expression occurs;
- (ix) each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;
- (x) in determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a Business Day, then the period shall include the next following Business Day;
- (xi) the words “include”, “including” and “in particular” shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- (xii) references to a person (or to a word importing a person) shall be construed so as to include:
  - (a) an individual, partnership firm, limited liability partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality/ separate legal entity);
  - (b) that person’s successors in title and permitted assigns or transferees in accordance with the terms of this Agreement; and
  - (c) references to a person’s representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives.
  - (d) where a wider construction is possible, the words “other” and “otherwise” shall not be construed ejusdem generis with any foregoing words; and

- (e) Any reference to “writing” excludes text messaging via mobile phone or communication over any other form of social media including WhatsApp.

**IN WITNESS WHEREOF** Parties hereinabove named have set their respective hands and signed this Agreement for sale at Mumbai in the presence of attesting witness, signing as such on the day first above written.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**(Description of the First Land)**

All those pieces and parcels of land collectively admeasuring 21,197.30 square meters bearing CTS Nos. 825/1(part) and 825/2 (part) of Village Ambivali lying being and situate at Taluka Andheri in Mumbai Suburban District and at Link Road, Andheri (West) and bounded as follows:

- On North towards : Land bearing CTS No.825 (part) of Village Ambivali and Laxmi Industrial Estate;
- On South towards : Land bearing CTS No.866 of Village Ambivali and Existing Slum;
- On East towards : Land bearing CTS No 825/1 (part) of Village Ambivali and 36.60 meters Link Road; and
- On West towards : Land bearing CTS No.825/1(part) & C.T.S No.825/2 both of Village Ambivali.

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**(Description of the Second Land)**

All those pieces and parcels of land admeasuring 5,325.50 square meters bearing CTS Nos. 835 (part), 836(part), 839/1(part) and 839/2(part) all of Village Ambivali lying, being and situate at Village Ambivali in Taluka Andheri in Mumbai Suburban District and at Link Road, Andheri (West) and bounded as follows:

- On North towards : Land bearing CTS No. 835;
- On South towards : Land bearing CTS No.836 (part) & CTS No. 839 (1) (part);
- On East towards : Land bearing CTS No 839/2 (part) and Andheri Sports Complex; and
- On West towards : Land bearing CTS No.835 & CTS No.836 (part)

**THE THIRD SCHEDULE HEREINABOVE REFERRED TO**  
**(Description of the Free Sale Land)**

All that piece and parcel of land bearing CTS Nos. 825/1(part) and 825/2 (part) of Village Ambivali, admeasuring 10,065 square meters in aggregate, situated at Taluka Andheri, MSD, Link Road, Andheri (West), Mumbai 400 053 and bounded as follows:

On North towards : Rehab Building No. 2  
 On South towards : 18.30 Mtrs. Wide road  
 On East towards : 36.60 Mtrs. Link Road  
 On West towards : 18.30 Mtrs. Wide proposed road

**THE FOURTH SCHEDULE HEREINABOVE REFERRED TO**  
**(Description of the Whole Project Residential Amenties)**

Sr. No.	Common Amenities List
1	Jain Community Hall
2	Lockers, Changing rooms & Toilets,
3	Joggers Area
4	Open to Sky Badminton Court
5	Multipurpose Play Court
6	Kids play Area (Open to sky)
7	Swimming pool
8	Kids Pool
9	Landscape Terrace & Walkway
10	Elevated Deck Space
11	Fitness center Centre consisting of the following:
a.	Steam Room
b.	Lockers, Changing rooms & Toilets,
c.	Leisure pool
d.	Gymnasium
e.	Yoga area /Multipurpose hall
f.	Table tennis
g.	Squash court
h.	Chess-carrom board Room
12	Indoor Play areas consisting of the following:
a.	Pool table
b.	Air hockey Table
c.	Foosball Table
d.	Outdoor Audio Visual Space
e.	Toddlers indoor play area
f.	Cards Play Area & Reading Alcove

**THE FIFTH SCHEDULE HEREINABOVE REFERRED TO**  
**(Details of the said Apartment)**

Sr. No.	Terms and Expressions	Particulars
1.	The said Apartment	Apartment being Unit No. <b>2302</b> on the <b>23<sup>rd</sup> floor</b> of Wing " <b>F</b> " of the Real Estate Project forming part of the Residential Portion / Commercial Portion and having:  (a) carpet area (as per RERA) admeasuring <b>781.79</b> square feet equivalent to <b>72.63</b> square meters; and  (b) additional carpet area (as per RERA) admeasuring <b>82.78</b> square feet equivalent to <b>7.69</b> square meters.
2.	User	<b>Residential</b>
3.	The said Car Parking Space	<b>2 (Two)</b> car parking space in the Mechanical/ Robotic Parking System (which may be in the form of a tandem parking, tower parking, puzzle parking or stack parking or any other form of automated or mechanical or robotic parking) to be allotted in terms of this agreement.
4.	The Sale Consideration	Rs. <b>3,15,43,059/-</b> <b>(Rupees Three Crore Fifteen Lakh Forty Three Thousand Fifty Nine Only/-)</b>
5.	Name of the Account for payment of Instalment & Basic collection  Name of the Account for payment of GST Collection	<b>Portsmouth Buildcon Pvt.Ltd 100% Collection A/c</b> <b>Account No.: 777705624336</b> <b>Bank: ICICI Bank</b> <b>Branch: Mumbai</b> <b>IFSC Code: ICIC0000555</b>  <b>PORTSMOUTH BUILDCON PRIVATE LIMITED</b> <b>Account No.: 055505011796</b> <b>Bank: ICICI Bank</b> <b>Branch: Mumbai</b> <b>IFSC Code: ICIC0000555</b>
6.	Possession Date	<b>31<sup>st</sup> October 2028</b>

7.	Name, address and email of the Allottee/s for the purposes of this Agreement	<p>Name: <b>Mr. Shray Vasudeva</b>  <b>Mrs. Rati Ravi Kant</b></p> <p>Address: <b>Wing A, 702, ITUS Dinanath, Opp Kokilaben Dirubhai Hospital, Lokhandwala, Andheri West, Mumbai -400053</b></p> <p>Email: <b>shray.vasu@gmail.com</b>  <b>ratikant2911@gmail.com</b></p>
8.	Name, address and email of the Promoters for the purposes of this Agreement	<p>Promoter 1: <b>SHIV INFRA VISION PRIVATE LIMITED</b></p> <p>Address: 1<sup>st</sup> Floor, R.C. House, the Grand Residency, Near Sheetal Cinema, LBS Marg, Kurla West, Mumbai 400 070.</p> <p>Email: <b>ashish.mittal@rcgroupindia.com</b></p> <p>Promoter 2: <b>PORTSMOUTH BUILDCON PRIVATE LIMITED</b></p> <p>Address: 601, Hallmark Business Plaza, Opposite Guru Nanak Hospital, Bandra (East), Mumbai – 400 051.</p> <p>Email: <b>care.mumrealty@adani.com</b></p>
9.	Permanent Account Number	<p>The Promoter 1 PAN: <b>AAUCS0848K (SHIV INFRA VISION PRIVATE LIMITED)</b></p> <p>The Promoter 2 PAN: <b>AAMCP1471H (PORTSMOUTH BUILDCON PRIVATE LIMITED)</b></p> <p>Allottee/s PAN: <b>AQHPV8295M</b>  <b>DEMPK1453Q</b></p>
10.	Nominee	<b>NA</b>

**THE SIXTH SCHEDULE HEREINABOVE REFERRED TO**

(Schedule of the payment of the Sale Consideration)

Sr. No.	Milestone	Percentage (%)	Cumulative Percentage (%)	Amount (In Rs.)
1	Booking Amount	^	^	11,00,000/-
2	Within 30 Days from booking (Less Booking Amt)	9.9%	9.9%	2,022,763/-
3	Within 60 days from booking	10.10%	20%	3,185,849/-
4	On completion of Basements 3	5%	25%	1,577,153/-
5	On completion of Basements 1	5%	30%	1,577,153/-
6	On completion of Plinth.	10%	40%	3,154,306/-
7	On completion of 3rd floor roof slab.	5%	45%	1,577,153/-
8	On completion of 7 <sup>th</sup> floor roof slab.	5%	50%	1,577,153/-
9	On completion of 11 <sup>th</sup> floor roof slab.	5%	55%	1,577,153/-
10	On completion of 15 <sup>th</sup> floor roof slab.	5%	60%	1,577,153 /-
11	On completion of 19 <sup>th</sup> floor roof slab.	5%	65%	1,577,153 /-
12	On completion of 23 <sup>rd</sup> floor roof slab.	5%	70%	1,577,153 /-
13	On completion of Top floor roof slab.	6%	76%	1,892,584/-
14	On completion of finishing work - Flooring /Bathroom/Painting etc.- Finishing part 1	6%	82%	1,892,584/-
15	On Installation of Lift and other essentials etc. Finishing part 2	6%	88%	1,892,584
16	On Intimation for Fit outs.	6%	94%	1,892,584/-
17	At the time of offer for handing over of the Possession on receipt of the Occupation Certificate.	6%	100%	1,892,584/-
	<b>Total</b>	<b>100%</b>		<b>3,15,43,059/-</b>



**THE SEVENTH SCHEDULE HEREINABOVE REFERRED TO**

(Details of the Other Charges)

**PART A**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Amount</b>
		<b>(In Rs.)</b>
<b>1</b>	Deposit towards water, electricity, and other utility and services connection charges	60,000/-
<b>2</b>	All legal costs, charges and expenses (taxes to be paid separately by the Allottee/s at applicable rates)	40,000/-
<b>3</b>	Membership fee with respect to the club house forming part of the Real Estate Project.	500,000/-
<b>4</b>	An ad-hoc amount towards the outgoings in connection with the development charges, taxes common infra, commercial services, facilities, amenities, which are common for the Real Estate Project.	600,000/--
	<b>Total</b>	1200,000/-

**PART B**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Amount</b>
		<b>(In Rs.)</b>
<b>1</b>	Share application money and entrance fee of the Society.	<b>650/-</b>
<b>2</b>	Proportionate share of municipal taxes and other charges/levies in respect of the Society and /or the Apex Body (taxes to be paid separately by the Allottee/s at applicable rates).	On pro-rata basis in proportion to all other allottees in the Whole Project
<b>3</b>	Ad hoc maintenance charges for 12 (Twelve) months towards provisional monthly contribution towards outgoings of the Society and/ or the Apex Body (taxes to be paid separately by the Allottee/s at applicable rates)	<b>1,56,240/-</b>

**THE EIGHTH SCHEDULE HEREINABOVE REFERRED TO**

(Details of amenities to provided in the said Apartment)

<b>Location</b>	<b>Door</b>	<b>Window</b>	<b>Ceiling Finishes</b>	<b>Wall Finishes</b>	<b>Flooring/ Skirting</b>	<b>Other Features</b>
<b>Living / Dining Room</b>	Main Door - Wooden Door Frames with Solid Flush Door - Veneer Finish & SS Hardwares	Powder Coated Aluminium Windows with flymesh	Acrylic Emulsion Paint	Acrylic Emulsion Paint	Vitrified Tiles	Modular Switches, Video door Phone, Intercom, Fire Sprinklers & Fibre To The Home (FTTH)
<b>Master bedroom &amp; Other Bedrooms</b>	Wooden Door Frames with solid flush Door - Laminate Finish & SS Hardwares	Powder Coated Aluminium Windows with flymesh	Acrylic Emulsion Paint	Acrylic Emulsion Paint	Vitrified Tiles	Modular Switches & Fire Sprinklers
<b>Kitchen</b>	Wooden Door Frames with solid flush Door - Laminate Finish & SS Hardwares	Powder Coated Aluminium Windows	Acrylic Emulsion Paint	Vitrified tiles for full height	Vitrified tiles	Modular Switches, Fire Sprinklers, Gas Leak Detector, SS Sink on Wall Brackets & Exhaust Fan
<b>Master bedroom toilet &amp; other washrooms</b>	Wooden Door Frames with solid flush Door - Laminate Finish & SS Hardwares	Powder Coated Aluminium Windows	Grid Ceiling	Vitrified tiles	Vitrified tiles	Modular Switches, CP Fittings, Sanitary Fixtures, Geyser & Exhaust Fan
<b>Passages</b>	-	-	Acrylic Emulsion Paint	Acrylic Emulsion Paint	Vitrified tiles	Fire Sprinklers
<b>Balcony</b>	Aluminium Glass Door	Toughened Glass Railing with Laminated Film	Painted in Weather Proof Exterior grade Texture Paint	Weather Proof Exterior grade Texture Paint	Vitrified tiles	-
<b>Utility</b>	Aluminium Glass Door	Weather Proof Exterior grade Texture Paint	Weather Proof Exterior grade Paint	Weather Proof Exterior grade Texture Paint	Vitrified tiles	Modular Switches & C.P. fittings

**SIGNED AND DELIVERED** )  
by the withinnamed "**Promoter 1**" )  
**SHIV INFRA VISION PRIVATE LIMITED** )  
through its duly Authorised Representative )  
**Mr. Ashish Mittal** )  
in pursuance of the resolution passed in the )  
meeting of the Board of Directors of the )  
Promoter 1 held on 5<sup>th</sup> January 2023 )  
in the presence of... )

1.

2.

**SIGNED AND DELIVERED** by the "**the** )  
**Promoter 2**" )  
**PORTSMOUTH BUILDCON PRIVATE** )  
**LIMITED**, through its duly Authorised )  
Representative **Mr. Saurabh Pathodia** )  
in pursuance of the resolution passed in the )  
meeting of the Board of Directors of the )  
Promoter 2 held on 08<sup>th</sup> January 2024 )  
in the presence of... )

1.

2.

**SIGNED AND DELIVERED** )  
by the within named **Allottee/s** )  
 )  
 )  
**Mr. Shray Vasudeva** )  
 )  
 )  
 )  
 )  
 )  
**Mrs. Rati Ravi Kant** )  
 )  
in the presence of ... )  
 )  
 )  
1. )  
 )

2.

**RECEIPT**

**RECEIVED** of and from the within named Allottee/s a sum of Rs. **32,47,673 /-** (**Rupees Thirty Two Lakh Forty Seven Thousand Six Hundred Seventy Three only/-**) as part payment towards the Sale Consideration under this Agreement to be paid by them to us the details of which are as under:

<b>Date</b>	<b>Drawn On</b>	<b>Cheque / UTR No</b>	<b>Amount (Rs.)</b>
22-Jan-24	Card Payment	000355954539	489,379.00
22-Jan-24	Card Payment	EDC Transaction Charges	10,621.00
29-Jan-24	NEFT/RTGS	000356805803	587,256.00
29-Jan-24	Card Payment	EDC Transaction Charges	12,744.00
28-Feb-24	ICICI BANK	695328	2,002,535.00
28-Feb-24	ICICI BANK	695329	145,138.00
<b>Total</b>			<b>32,47,673/-</b>

WE SAY RECEIVED

**For, PORTSMOUTH BUILDCON PRIVATE LIMITED**

( \_\_\_\_\_ )

Authorized Signatory

**Witnesses:**

1.

2.