

## AGREEMENT FOR SALE

**THIS AGREEMENT** made at Mumbai on the this \_\_\_\_\_ day of \_\_\_\_\_, in the year Two Thousand and \_\_\_\_\_, set out in the Third Schedule hereunder written (“**Agreement**”).

### **BY AND BETWEEN**

**INTEGRATED AFFORDABLE HOME PRIVATE LIMITED**, (*formerly known as Integrated Affordable Home LLP, a Limited Liability Partnership*) (PAN : AAGCI4242P), a company incorporated under the provisions of the Companies Act, 2013 having its registered office at ‘D’ Wing, Karma Sankalp, Corner of 6<sup>th</sup> & 7<sup>th</sup> Road of Rajawadi, Ghatkopar (East), Mumbai - 400 077, hereinafter referred to as the “**Promoter**” (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors-in-title and permitted assigns) of the **ONE PART:**

### **AND**

Person(s) named in the **Third Schedule** and hereinafter called "**the Allottee/s**" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, in the case of an individual(s), his or her or their heirs, executors, administrators and successors, and in the case of a Partnership firm, the partners from time to time constituting the firm and the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner and in case of a HUF the members of HUF from time to time and the last surviving member of the HUF and the heirs, executors and administrators of such last surviving member of the HUF and in the case of a LLP, the partners from time to time constituting the LLP and the survivors or survivor of them and the heirs, executors

and administrators of the last surviving partner or a company or a society or a body corporate, its successors in title) of the **OTHER PART**;

(Hereinafter “**the Promoter**” and “**the Allottee/s**” are collectively referred to as the “**the Parties**” and individually referred to as “**the Party**”)

**WHEREAS:**

- A.** Dossibai N.B. Jeejeebhoy was the owner of property bearing C.T.S.No.57 forming part of Survey No. 2, Hissa No.1 admeasuring approximately 1 acre 31.75 gunthas (**‘Portion of the Larger Land’**) forming part of the Larger Land (*defined hereinbelow*) in the revenue Village Goregaon, Taluka Borivali, Registration District and Sub District of Mumbai City and Mumbai Suburban within the limits of Municipal Corporation of Greater Mumbai;
- B.** One Shri Navsha Chaitya Page alias Nawasha Chaitya Warli alias Navashya alias Nausha Chaitya Page (“**Navsha Page**”) was cultivating the Portion of the Larger Land as an agricultural tenant prior to Tiller’s Day i.e. 1<sup>st</sup> April, 1957 whereby Navsha Page was recognized as protected tenant as per the provisions of Section 32 of the Bombay Tenancy and Agricultural Lands Act, 1948 (“**BTAL Act**”); as per Property Register Card, situated, laying and being at Off. Ram Mandir Road, Oshiwara District Center, Oshiwara (West), Mumbai.
- C.** In response to an application being made for declaration as deemed purchaser under the provisions of BTAL Act by Navsha Page, the concerned Tahsildar and Agricultural Land Tribunal, Borivali by its order no TNC/32G Goregaon-20 dated 24<sup>th</sup> November, 1970 declared Navsha Page as a deemed purchaser and fixed purchase price of the Portion of the Larger Land under Section 32G of BTAL Act. On payment of purchase price by Navsha Page the Tahsildar and the Agricultural Land Tribunal, Borivali issued a certificate of purchase under Section 32M of the BTAL Act from Dossibai N. B. Jeejeebhoy in favour of Navsha Page which is registered with the Sub Registrar of Assurances at Bandra under Serial no 210 on 4<sup>th</sup> December 1970 in Book No I on Page 38, Volume 150;
- D.** In addition to the Portion of the Larger Land, Navsha Page was also seized and possessed of land admeasuring and was also cultivating, seized and possessed of adjoining land admeasuring approximately 399 sq mtrs. Thus, Navsha Page was well and sufficiently entitled to land totally admeasuring 7599 sq mtrs in the

revenue Village Goregaon, Taluka Borivali, Registration District and Sub District of Mumbai City and Mumbai Suburban within the limits of Municipal Corporation of Greater Mumbai, more particularly described in the First Schedule hereunder written (“**the Larger Land**”);

- E.** In the interim, the Government of Maharashtra enacted the Urban Land (Ceiling and Regulation) Act, 1976 (“**ULC Act**”). By and under an order bearing no. C/ULC/6(i)/SR-II-923/D-XV dated 24<sup>th</sup> February, 1982 passed by the Additional Collector and Competent Authority of Greater Mumbai under Section 8(4) of the ULC Act, the Additional Collector and Competent Authority of Greater Mumbai declared an area admeasuring 4,107.40 square meters out of the Larger Land as surplus vacant land upon considering existing built up area, land appurtenant area, area reserved for public purpose of D.P. Road and individual share of the Navsha Page (“**Surplus Vacant Land**”). Navsha Page challenged the aforesaid order by filing an appeal under Section 33 of the ULC Act which was allowed under order dated 31<sup>st</sup> August, 1982 and the matter was remanded back to the Additional Collector and Competent Authority of Greater Bombay for re-examination and to pass appropriate orders as per law. By and under an order bearing no. C/ULC/D-XV/6(1)/SR-II-923/70 dated 22<sup>nd</sup> January, 1985, the Deputy Collector and Competent Authority of Greater Bombay issued final statement under Section 9 of the ULC Act declaring the area admeasuring 4,107.40 square meters out of the Larger Land as surplus vacant land;
- F.** Mumbai Metropolitan Regional Development Authority (“**MMRDA**”) formerly known as Bombay Metropolitan Regional Development Authority is a special planning authority appointed under Section 40 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra Act of XXXVII of 1966) (“**MRTP**”). MMRDA proposed to develop a District Center at Oshiwara with a view to create a new growth center which would act as an additional facility of development activity in the region absorbing future growth of office and commercial space in the western suburbs. The Larger Land falls within the limits of the Oshiwara District Centre. Vide a planning proposal sanctioned by the Government of Maharashtra vide Government Notification No. UDD. No. TPB/4382/26/UD-5 dated 18<sup>th</sup> June, 1982 published in the Maharashtra Government Extra Ordinary Gazette dated 18 June 1982, MMRDA has been appointed as Special Planning Authority to control the development. The Government of Maharashtra has approved the plans for development of the Oshiwara District Centre on 1<sup>st</sup> March, 1992 and which are proposed to be implemented through the participation of land

owners by acquiring land notionally by MMRDA and leased back to the Owners who are expected to develop the land in accordance with the planning proposal of MMRDA.

- G.** By and under an unregistered agreement dated 4<sup>th</sup> May, 1992 (“**said 1992 Agreement**”) made by and between Navsha Page therein referred to as the owner of the One Part and Beejay Builders Private Limited (“**Beejay Builders**”) therein referred to as the developer of the Other Part, the owners therein granted to the developer therein *inter-alia* the rights to develop a portion of the said Larger Land admeasuring 7,259.07 square meters (*as provided under the operative part of the said 1992 Agreement*)/7,234 square meters (*as provided under the First Schedule of the said 1992 Agreement*) for the consideration and upon such terms and conditions stated therein. The said 1992 Agreement *inter-alia* provides that (i) in the event of efforts being unsuccessful in obtaining all the required permissions including the commencement certificate within a period of 3 (three) years from the date of execution of the said 1992 Agreement and the said 1992 Agreement shall stand automatically terminated after the expiry of 3 (three) years and (ii) if the developers therein are unable to obtain commencement certificate in respect thereof within 3 (three) years from the date of execution of the said 1992 Agreement, the said 1992 Agreement shall stand automatically terminated and the said 1992 Power of Attorney (*defined hereunder*) cancelled and thereafter the developers therein shall have no right, title or interest of any nature whatsoever as if no agreement was entered into between the parties.
- H.** By and under an unregistered power of attorney dated 4<sup>th</sup> May, 1992 (“**said 1992 Power of Attorney**”), Navsha Page granted several powers to Shri Madhusudan Brijal Vakharia and Shri R. Ramachandra Pillai, directors of Beejay Builders, to do such acts, deeds, matters and things in respect of a portion the Larger Land admeasuring 7,234 square meters as more particularly mentioned therein. The said 1992 Power of Attorney was valid for 3 (three) years from the date thereof or till the commencement certificate in respect of the said portion of the Larger Land is obtained by the developer under the said 1992 Agreement, whichever is earlier.
- I.** As recorded in mutation entry no 626, Navsha Page passed away, intestate, in Mumbai, on 13th October, 1998 as provided under the death certificate dated 31st October, 1998 leaving behind him (i) Smt. Laxmibai Navsha Page (wife), (ii) Shri. Gajanan Navsha Page (son); (iii) Shri. Ramesh Navsha Page (son), (iv) Shri Jayram Navsha Page (son); (v) Smt. Shantibai Devji Dhawade (daughter);

(vi) Smt. Chhaya Dharma Ravte (daughter); (vii) Smt. Jankubai Ramesh Kirkire (daughter); (viii) Smt. Meenakshi Ramu Ravte (daughter) as his only heirs and legal representatives as per the Hindu Law of Succession by which he was governed at the time of his death;

- J.** As recorded in mutation entry no 626, Smt. Laxmibai Navsha Page passed away, intestate, at Mumbai on 14th October, 2000 leaving behind her three sons being (1) Shri. Gajanan Navsha Page (son); (2) Shri. Ramesh Navsha Page (son); (3) Shri. Jayram Navsha Page (son); and her four married daughters being (3) Smt. Shantibai Devji Dhavde (daughter); (4) Smt. Chhaya Dharma Ravte (daughter); (5) Smt. Jankibai Ramesh Kirkire (daughter); (6) Smt. Minakshi Ramu Ravte (daughter) as her only heirs and legal representatives as per the Hindu Law of Succession which she was governed by at the time of her death;
- K.** In the interim, the Additional Collector and Competent Authority (UL& CR) of Greater Mumbai vide notification bearing no. C/ULC/D-XV/6(i)/SR-2/923/70 dated 22<sup>nd</sup> June 2000 published under Section 10 (1) of the ULC Act had notified area declared as Surplus Vacant Land out of the Larger Land for acquisition and pursuant thereto the Additional Collector and Competent Authority (UL&CR) Greater Mumbai issued Notice bearing no C/ULC/6(i)/SR-2/923 dated 4<sup>th</sup> March, 2002 under Section 10(3) of the ULC Act for acquisition of the Surplus Vacant Land;
- L.** By and under the letter dated 9<sup>th</sup> April, 2003 addressed by the advocate of the said Original Owners (*defined hereinafter*) to Beejay Builders, the advocate of the Original Owners informed Beejay Builders that the said 1992 Agreement stood terminated or rescinded by efflux of time on 4<sup>th</sup> May, 1995 and that Beejay Builders had no right, title or interest under the said 1992 Agreement and that the said 1992 Power of Attorney had also expired on 9<sup>th</sup> May, 1995. It was further *inter-alia* stated therein that the said 1992 Power of Attorney was extended by Beejay Builders for a further period of 3 (three) years and that the said extended power of attorney also stood terminated or rescinded by efflux of time on 4<sup>th</sup> May, 1998 and that the extension of the said 1992 Power of Attorney without the knowledge of the advocate of Navsha Page was illegal, bad in law and void. Beejay Builders acknowledged receipt of a letter dated 24<sup>th</sup> December, 2003 and stated that they shall file a suitable reply within the given timeline, however, no reply has been received till date.
- M.** As recorded in Mutation entry 635, Shri. Gajanan Navsha Page passed away

intestate at Mumbai on 26th July, 2004 as provided under death certificate dated 15th September, 2004. Shri. Gajanan Navsha Page left behind him (1) Smt. Sharda Gajanan Page (wife) (2) Shri. Damodar Gajanan Page (son); (3) Shri. Vikas Gajanan Page (son); and (4) Miss. Kalpana Gajanan Page (daughter) as his only heirs and legal representatives as per the Hindu Law of Succession which he was governed by at the time of his death;

- N.** By virtue of the aforesaid facts and events (1) Shri Ramesh Navsha Page, (2) Shri Jairam Navsha Page, (3)(a) Smt. Sharda Gajanan Page, (3)(b) Shri. Damodar Gajanan Page for self and as Karta of Hindu undivided Family, (3) (c) Shri. Vikas Gajanan Page, (3) (d) Kalpana Gajanan Page, (3(a) to 3(d) being the heirs of Shri Gajanan Navsha Page), (4) Smt. Chhaya Dharma Ravte (5) Smt. Shantibai Devji Dhavde (6) Smt. Jankibai Ramesh Kirkire and (7) Smt. Minakshi Ramu Ravte became the absolute owners (1 to 5 collectively referred to as the “**Original Owners**”) in respect of the Larger Land and their names were endorsed as “**Kabjedar**” in the records of right;
- O.** By and under a power of attorney dated 16<sup>th</sup> January, 2005 registered with the office of the Sub-Registrar of Assurances and bearing Serial No. 2107 of 2005, Shantibai Devji Dhavde, Jankibai Ramesh Kirkire and Meenakshi Ramu Ravte, being desirous of appointing fit and proper persons to look after and manage the Larger Land, granted several powers to Mr. Pravin A Mehta, to do such acts, deeds, matters and things in respect of the Larger Land as more particularly mentioned therein. The aforesaid power of attorney was valid for a period of 2 (two) years from the date of execution thereof and did not encompass grant of powers to develop, redevelop, convey and assign the Larger Land to the constituted attorney therein.
- P.** By and under a power of attorney dated 14<sup>th</sup> March, 2005 registered with the office of the Sub-Registrar of Assurances and bearing Serial No. 2106 of 2005, Mr. Ramesh Navsha Page, Mrs. Paro Ramesh Page, Mr. Jairam Navsha Page, Mrs. Geeta Jairam Page, Mrs. Sharda Gajanan Page, Mr. Damodar Gajanan Page, Mr. Vikas Gajanan Page, Ms. Kalpana Gajanan Page and Mrs. Chhaya Dharma Ravte, being desirous of appointing fit and proper persons to look after and manage the said Land, granted several powers to Mr. Pravin A Mehta, to do such acts, deeds, matters and things in respect of the Larger Land as more particularly mentioned therein. The aforesaid power of attorney was valid for a period of 2 (two) years from the date of execution thereof and did not encompass grant of powers to develop, redevelop, convey and assign the Larger Land to the

constituted attorney therein.

- Q.** By and under a power of attorney dated 21<sup>st</sup> November, 2005 registered with the office of the Sub-Registrar of Assurances and bearing Serial No. 6203 of 2005, Mr. Jairam Navsha, Mrs. Sharda Gajanan Page, Mr. Damodar Gajanan Page, Mr. Vikas Gajanan Page, Ms. Kalpana Gajanan Page and Mrs. Chhaya Dharma Ravte, being desirous of appointing fit and proper persons to look after and manage the Larger Land, granted several powers to Mr. Shri Ramesh N Page, to do such acts, deeds, matters and things in respect of the Larger Land as more particularly mentioned therein. The aforesaid power of attorney was valid for a period of 1 (one) year from the date of execution thereof.
- R.** The Original Owners preferred to file a revision application under Section 34 of the ULC Act before the Chief Minister of Maharashtra to set aside the notice dated 4<sup>th</sup> March, 2002 and requested the Hon'ble Chief Minister to allow them to retain the Surplus Vacant Land under Section 20 and 21 of the ULC Act for implementation of PAP tenement scheme as per the Clause 3.11 of the Guidelines for 33(10) of the Development Control Regulations for Greater Mumbai 1991 which was rejected by the Hon'ble Chief Minister under a revision order dated 9<sup>th</sup> August, 2006 bearing no. Punarvi 10(2006)/S. No.51/Na.J.K.D issued by the Government of Maharashtra issued under section 34 of the ULC Act and communicated to the Original Owners vide letters of the Additional Secretary, Government of Maharashtra vide its letter dated 21<sup>st</sup> June, 2007;
- S.** By and under the Agreement for Sale of Development Rights (“**Agreement for Sale of Development Rights**”) dated 30<sup>th</sup> December, 2006 registered with the Sub-Registrar of Assurances bearing Serial No. BDR-5-295 of 2007, executed between the Original Owners therein referred to as the Owners of the One Part and Messrs Nestor Constructions Private Limited therein referred to as the Developers of the Other Part (hereinafter referred to as “**Nestor**”) and Mr. Pravin A Mehta, director of Messrs Nestor Constructions Private Limited therein referred to as the Guarantor of the Third Part, the Developers therein agreed to acquire and purchase from the Owners therein the development rights in respect of their undivided share in the Larger Land for the consideration and upon such terms and conditions as more particularly stated therein;
- T.** Simultaneously on execution of the Agreement for Sale of Development Rights the Original Owners executed a registered power of attorney dated 11<sup>th</sup> January, 2007 registered with the office of the Sub-Registrar of Assurances and bearing

Serial No. 296 of 2007, whereby the Original Owners granted several powers to Mr. Pravin A Mehta, to do such acts, deeds, matters and things in respect of the Larger Land as more particularly mentioned therein;

- U. As per the terms of the Agreement for Sale of Development Rights, Nestor had agreed (i) to pay ₹2,60,00,000/- (Rupees Two Crores Sixty Lacs Only) as and by way of monetary consideration to the Original Owners to acquire development right to develop the Larger Land (ii) to provide 7(seven) Residential premises in all admeasuring 4900.00 square feet Built up area to the Original Owners in the building to be constructed on the Larger Land only or in lieu thereof Nestor shall pay a sum of ₹1,40,00,000/- (Rupees One Crore Forty Lacs Only) to the Original Owners to acquire Residential premises elsewhere; (iii) to provide temporary transit accommodation either in the nearby vicinity or construct temporary transit accommodation on one corner of the Larger Land which the Original Owners shall be entitled to occupy till their permanent alternate accommodation become ready for occupation in the building to be constructed on the Larger Land, (iv) to obtain sale permission under Section 36 and 36-A of the Maharashtra Land Revenue Code, 1966 (“**Land Revenue Code**”) and under Section 43 of the BTAL Act, for sale of the Larger Land from Competent Authority and (V) to obtain all necessary permissions as may require from all the concern departments for development of Larger Land at their own cost. As such, Nestor agreed to pay ₹4,00,00,000/- (Rupees Four Crore Only) to the Original Owners to acquire the Larger Land;
- V. Thereafter Nestor being the Constituted Attorney of the Original Owners filed a Writ Petition bearing no. 1521 of 2007 in the Hon’ble High Court at Bombay challenging the aforesaid order dated 21st June, 2007 passed by the Appellate Authority under section 34 of the ULC Act, which order dated 21st June 2007 was set aside by the Hon’ble High Court vide it’s order dated 31st October, 2007 and inter alia directed the Government of Maharashtra to allow the Original Owners to file requisite documents within 2 (two) weeks and decide their land holding based on such documentary evidence;
- W. The Larger Land is situated in Mixed Land Use Zone in the sanctioned Planning Proposal of Oshiwara District Centre out of which area admeasuring 3285.82 square meters or thereabout is reserved for 25.00 square meters wide Development Plan Road passing from North to South and 35.00 square meters wide Development Plan Road passing from East to West of the Larger Land which is more particularly described Firstly in the Second Schedule hereunder



written (“**DP Road/Plot C**”) by virtue of which the Larger Land has been naturally subdivided in two parts by virtue of the DP Road. The portion admeasuring 3983.37 square meters or thereabout of the Larger Land is situated North of Proposed 35.00 square meters wide Development Plan Road is more particularly described Secondly in the Second Schedule hereunder written and it is shown by black thick border on the plan annexed hereto and marked as “**Annexure A**” (“**Plot A**”) and remaining portion admeasuring 329.81 square meters or thereabout of the Larger Land situated South of proposed 35.00 square meters wide DP Road which is more particularly described Thirdly in the Second Schedule hereunder written (“**Plot B**”);

- X.** In pursuance to the Notification bearing no. C/Desk IX/LAQ/CR-393/95 dated 3rd March, 2002 issued by the Commissioner, Mumbai Division for acquisition of area admeasuring 3491.60 square meters (i. e. excluding the Surplus Vacant Land) out of the Larger Land for MMRDA for the purpose of development of Oshiwara District Centre at Oshiwara, the Special Land Acquisition Officer (4), Mumbai Suburban District passed an Award bearing no. LAQ/SR/209 dated 31st January, 2008 for acquisition of area admeasuring 3491.60 square meters out of the Larger Land for the intended purpose and declared to pay the compensation of Rs 7/- (Rupees seven only) plus TDR FSI as admissible for the DP Roads passing through the Larger Land to the Original Owners. The M.S. CTSO-Malad on behalf of the Special Land Acquisition Officer (4), Mumbai Suburban District had taken over physical possession of area admeasuring 3491.60 square meters out of the Larger Land under possession receipt bearing no. LAQ/SR-209 dated 29th January, 2010, which was handed over to Land Officer, Land Cell MMRDA for the intended purpose (“**Acquired Land**”). Whereby the Original Owners after excluding the area of the DP Road out of the Acquired Land became entitled for the leasehold rights for 60 (sixty) years from the MMRDA for development in accordance with the planning proposal of Oshiwara District Centre and also became entitled for compensatory FSI for utilisation on residual portion of the Larger Land or to avail Transfer of Development Rights in the form of Development Right Certificate in lieu of the DP Road;
- Y.** Pursuant to the direction of Hon’ble High Court in Writ Petition No. 1521 of 2007, Nestor on behalf of the Original Owners filed a Revision Application before the Hon’ble Chief Minister, Government of Maharashtra to decide the land holding of the Original Owners with requisite supportive documents annexed thereto. Pending adjudication of Original Owner’s Revision

Application, the Government of Maharashtra repealed the ULC Act and adopted the Urban Land (Ceiling and Regulation) Repeal Act, 1999 with effect from 29th November, 2007 (“**ULC Repeal Act**”). In view of adoption of ULC Repeal Act and since the Competent Authority had not taken the possession of Surplus Vacant Land, Nestor on behalf of the Original Owners filed Writ Petition no. 761 of 2008 in Hon’ble High Court at Bombay inter alia to abate proceedings under Section 10(3) of the ULC Act. In light of the provisions of ULC Repeal Act adopted by the Government of Maharashtra and pursuant to the order passed by the Hon’ble High Court in the case of *Voltas vs Government of Maharashtra* on 29th July, 2008 in Writ Petition No. 8356 of 2006 which was upheld in Writ Petition No. 761 of 2008 by the Hon’ble High Court vide its order dated 17th September, 2008, whereby the Additional Collector & Competent Authority by its order bearing no. C/ULC/D-XV/6(i)/SR-II/923 dated 19th December, 2008 abated the acquisition of Surplus Vacant Land under the ULC Act (“**ULC Abated Land**”);

- Z.** The Original Owners vide their letter dated 3<sup>rd</sup> August, 2009 shown their intention to convey remaining area admeasuring 4107.40 square meters. (i.e. ULC Abated Land out of the Larger Land in favour of MMRDA so as to qualify them to get back the Larger Land on lease from the MMRDA for development as per the Planning Proposal of Oshiwara District Centre.
- AA.** The MS CTSO – Malad on behalf of special land acquisition officer (4), Mumbai Suburban District had taken over physical possession of area admeasuring 3491.60 square meters out of the Larger Land under possession receipt bearing no LAQ/SR-209 dated 29<sup>th</sup> January, 2010 which was handed over to land officer, land cell MMRDA for the intended purpose
- BB.** According to the terms of Certificate of Purchase issued to Navsha Page under Section 32-M of the BTAL Act, the Original Owners were required to obtain permission under Section 43 of the BTAL Act from the Collector (MSD) and or Revenue and Forest Department of Government of Maharashtra to deal with their rights in respect of the Larger Land. Besides the Original Owners belonging to Warli Community which is being notified as Scheduled Tribes, whereby it became necessary to obtain permission under Section 36 and 36-A of the Land Revenue Code from the Competent Authority to enable the Original Owners to deal with their rights in respect of the Larger Land. Thereafter Nestor on behalf of the Original Owners applied to the Collector (MSD) for the grant of sale permission to acquire the Larger Land for non-agriculture use from the Original

Owners. On the basis of report submitted by the Divisional Commissioner, Konkan Region and other concerned department on aforesaid application and the Order bearing No. Adivasi 2009/709/case No. 207/L-9 dated 21st October, 2011 issued by the Revenue and Forest Department of Government of Maharashtra, the Collector, (Mumbai Suburban District) has granted Sale Permission under Section 36 and 36-A of the Land Revenue Code to the Original Owners vide Order bearing No. C/Office2-I/Sale Permission/SR-07 dated 2nd July, 2012, wherein the Collector MSD has directed Nestor (i) to pay ₹ 4,16,96,500/- (Rupees Four Crore Sixteen Lakhs Ninety Six Thousand Five Hundred Only) to the Original Owners as and by way of consideration to acquire the Larger Land (ii) to acquire agriculture land in favour of the Original Owners so to avoid the Original Owners to become landless and comply with the terms and conditions enumerated therein;

- CC.** Pursuant to the application made by the Nestor on behalf of the Original Owners, the Collector, Mumbai Suburban District has granted Sale Permission under Section 43 of the BTAL Act to the Original Owners vide Order bearing no. **C/Office-2I/Sale Permission/Tenancy/S.R-05** dated 28th January, 2013 subject to terms and conditions mentioned therein;
- DD.** By and under the order of the Office of the Collector, Mumbai Suburban District bearing reference no. **C/KARYA-2I/Sale Permission/Tenancy/SR-05** dated 28<sup>th</sup> January, 2013, issued the sale permission under Section 43 of the BTAL Act on the terms and conditions contained therein.
- EE.** As per the terms of Sale Permission issued under Section. 36 & 36-A of the Land Revenue Code by the Collector, (MSD), Nestor was directed to acquire agriculture land in favour of the Original Owners to avoid them to become landless. In compliance of the terms of Sale Permission, Nestor at it's own cost by and under (i) Deed of Conveyance dated 22<sup>nd</sup> April, 2013 registered with Sub-Registrar of Assurances at Mhasla under serial no. 370/2013 made between Smt. Sawita Babaji More (therein referred to as the Vendor) of One Part and (1) Smt. Shantibai Devji Ghavde, (2) Smt. Jankibai Ramesh Kirkire and (3) Smt. Minakshi Ramu Ravte (i.e. the Original Owner No. 5, 6 & 7 herein) (therein referred to as the Purchasers) of the Other Part ensured that Smt. Sawita Babaji More sold, conveyed and transferred agriculture land bearing Gut No. 39 admeasuring 1 Acre & 22 Gunthas situate, lying and being at village Kudtudi, Taluka Mhasla District Raigad in favour of (1) Smt. Shantibai Devji Ghavde, (2) Smt. Jankibai Ramesh Kirkire and (3) Smt. Minakshi Ramu Ravte being Original

Owners Nos. 5, 6 & 7 for the consideration mentioned therein (ii) Deed of Conveyance dated 21<sup>st</sup> June, 2013 registered with Sub-Registrar of Assurances at Mhasla under serial no. 578/2013 made between (1) Smt. Shashikala Bhaskar Chalke, (2) Shri. Mahendra Bhaskar Chalke, (3) Shri. Rajendra Bhaskar Chalke, (4) Shri. Jayendra Bhaskar Chalke, (5) Smt. Shobha Vishnu Gosalkar through their Constituted Attorney (therein referred to as the Vendors) of the One Part and (1) Shri. Ramesh Navsha Page, (2) Shri. Jayram Navsha Page, (3) Smt. Sharda Gajanan Page, (4) Shri. Damodar Gajanan Page, (5) Shri. Vikas Gajanan Page, (6) Ms. Kalpana Gajanan Page, (7) Smt. Chayya Dharma Ravte (since now deceased) (i.e. the Original Owners No. 1, 2, 3a to 3d) (therein referred to as the Purchasers) of the Other Part ensured that Smt. Shashikala Bhaskar Chalke & 4 ( four) others sold, conveyed and transferred agricultural land bearing Gut No. 11 admeasuring 43 Guntha situated, lying and being at Village Kudtudi, Taluka Mhasla, District Raigad in favour of Original Owners Nos. 1, 2, 3a to 3d for the consideration mentioned therein. Thus, Nestor at its own cost acquired area admeasuring 2 Acre and 25 Guntha Agriculture land in the name of the Original Owners herein.

**FF.** The Officer on Special Duty, Land Cell, MMRDA vide its letter bearing No. LC/ODC/Goregaon/1277/2013 dated 16<sup>th</sup> September, 2013 directed the Original Owners to pay ₹ 67,12,380/- (Rupees Sixty Seven Lakhs Twelve Thousand Three Hundred and Eighty Only) towards lease premium calculated @ ₹750/- per square meters for 8949.84 square meters FSI permitted for utilization *insitu* which was paid by the Promoter at the request of Nestor in the name of Original Owners to the MMRDA under payment receipt bearing no. 89835 issued to that effect.

**GG.** By and under letter bearing reference no TH/Bori/Te-2/Kavi-320/2014 dated 26<sup>th</sup> April, 2014 issued by the Office of the tehsildar at Borivali to the advocates of Ramesh Navsha Page & Others and Pravin Mehta, it was *inter-alia* directed to them by the Tehsildar to make payment of ₹ 88/- to the Reserve Bank of India and after making payment as aforesaid a copy of the challan to be submitted to the concerned Talathis and to the Office of the Tehsildar at Borivali.

**HH.** By an under receipt no 89835 dated 8<sup>th</sup> August 2015, MMRDA acknowledged the receipt of payment of lease premium amount in respect of the Larger Land from Pravin A Mehta as the constituted attorney of Ramesh Navshya Page;

**II.** Thereafter by a Deed of Conveyance dated 23<sup>rd</sup> November, 2015 registered with

Sub-Registrar of Assurance at Borivali under serial no. BRL-1/10587/2015 made between the Original Owners (therein referred to as the Vendors) of the One Part and the MMRDA (therein referred to as the Authority and or Purchasers) of the Other Part (“**Deed of Conveyance**”), the Original Owners conveyed and transferred area admeasuring 4107.40 square meters. out of the Larger Land (i.e. said ULC Abated Land) to MMRDA which is shown by Red Colour hatches on the plan annexed thereto in consideration of the MMRDA agreeing to lease back area admeasuring 4313.18 square meters. or thereabout i.e. Plot A and Plot B to the Original Owners for the Development as per the Planning Proposal of Oshiwara District Centre and grant and provide the benefit of development right in respect of the DP Road; Thus, MMRDA was well and sufficiently seized and possessed of and entitled to 4107.40.18 square meters out of the Larger Land and otherwise well and sufficiently entitled to dispose of 4107.40.18 square meters out of the Larger Land as per the Scheme forming part of the sanctioned proposals.

**JJ.** By and under a Lease Deed dated 23<sup>rd</sup> November, 2015 registered with Sub-Registrar of Assurance at Borivali under serial no. BRL-1/10588 of 2015 made between the MMRDA (therein referred to as the Lessor) of the One Part and the Original Owners (therein referred to as the Lessees) of the Other Part (“**the Lease Deed**”). MMRDA demised by way of lease unto and in favour of the said Original Owners, Plot A and Plot B collectively admeasuring 4313.18 square meters. or thereabout more particularly described Secondly and Thirdly in the Second Schedule thereunder written for the term of 60(sixty) years subject to terms and conditions and covenants on the part of the said Original Owners as contained therein.

**KK.** As per the terms of said Lease Deed, it is mandatory to obtain prior written consent of the MMRDA for assignment of leasehold right in favour of third party. Therefore, in compliance of the terms of said Lease Deed, the Original Owners vide their letter dated 17th December, 2015 and 31st December, 2015 requested to MMRDA to grant its consent for assignment of lease hold right in respect of said Plot A in favour of the Promoter (*erstwhile Private Limited Company*).

**LL.** MMRDA vide its letter bearing no. LC/ODC/Goregaon/249/2015 dated 16<sup>th</sup> February, 2016 has granted its consent to the Original Owners for transfer of lease hold right in respect of said Plot A in favour of the Promoter (*erstwhile private limited company*) subject to terms and conditions, covenants and

stipulations contained in the said Lease Deed dated 23<sup>rd</sup> November, 2015.

- MM.** Smt. Chhaya Dharma Ravate died intestate at Mumbai on 1st December, 2017 leaving behind her two sons (1) Shri Prakash Dharma Rawate, (2) Shri Sanjay Dharma Rawate, and two married daughters (3) Smt. Shashikala Dharma Ravate alias Lakshmi Ganesh Malavakar, and (4) Smt. Nirmala Dharma Ravate alias Nirmala Pradeep Varade as her only heirs and legal representatives as per the Hindu Law of Succession which she was governed by at the time of her death.
- NN.** By and under the Deed of Assignment dated 7<sup>th</sup> February, 2018 (“**said Deed of Assignment**”) registered with the office of Sub-Registrar of Assurances bearing Sr. No. 8211 of 2018 made by and between (1) Shri. Ramesh Navsha Page, (2) Shri. Jayram Navsha Page, (3)(a) Smt. Sharda Gajanan Page, (3)(b) Shri. Damodar Gajanan Page, (3)(c) Shri. Vikas Gajanan Page, 3(d) Ms. Kalpana Gajanan Page, 3(a) to 3(d) being the legal heirs of the late Shri Gajanan Navsha Page (4)(a) Shri. Prakash Dharma Rawate, (4)(b) Shri. Sanjay Dharma Rawate (4)(c) Smt. Shashikala Dharma Ravate alias Lakshmi Ganesh Malavankar (4)(d) Smt. Nirmala Dharma Ravate alias Smt Nirmala Pradeep Varade, 4(a) to 4(d) being the legal heirs of Late Smt. Chayya Dharma Ravate (5) Smt. Shantibai Devji Dhavde, (6) Smt. Jankubai Ramesh Kirkire, (7) Minakshi Ramu Rawte, as the Assignors of the First Part; (1)(a) Smt. Paru Page, and (1)(b) Shri. Anil Kumar Ramesh Page as the Confirming Party No. 1 of the Second Part; (2)(a) Smt. Geeta Jayram Page and (2)(b) Shri. Harshad Jayram Page and (2)(c) Shri. Umesh Jayram Page as the Confirming Party No. 2 of the Third Part; (3) (a) Smt. Jayshri Bhalchandra Patil, (3)(b) Smt. Shakuntala Devji Dhavde, (3)(c) Smt. Leela Devji Dhavde and (3d) Shri Yeshwant Devji Dhavde, as the Confirming Party 3 of the Fourth Part; (4)(a) Shri. Mahesh Ramesh Kirkire, (4) (b) Shri Raju Ramesh Kirkire as the Confirming Party 4 of the Fifth Part; Nestor Constructions Private Limited through its director Mr. Pravin Amidas Mehta therein referred to as Nestor of the Sixth Part; and Integrated Affordable Home LLP (converted from Integrated Affordable Home Private Limited) through its partner Mr. Pravin Amidas Mehta therein referred to as the Assignee of the Seventh Part , the Assignors therein with the consent of the confirming party 1 to 4 therein and Nestor agreed to assign in favour of the assignee therein i.e. the Promoter herein (i) leasehold rights of Plot A admeasuring 3,983.37 square meters and (ii) compensatory FSI admeasuring 3,285.82 square meters or thereabout for utilization on Plot A and/or avail Transfer of Development Rights in the form of Development Rights Certificate in lieu of the said DP Road for the consideration

and in the manner more particularly stated therein (collectively referred to as “**the said Land**”) for the monetary consideration as stated therein and premises admeasuring 3030.00 square feet carpet area as and by way of consideration in kind to the said Original Owners in all aggregating to 21,210.00 square feet carpet area equivalent to 1970.46 square meters carpet area (to be constructed by consuming zonal FSI, admissible TDR, FSI, additional FSI upon payment of premium and consequential fungible FSI) for residential use as per the specification and amenities specified in Fifth Schedule hereunder written in the building to be constructed on said Plot A as per the plan that may be sanctioned by the said MMRDA and or by the concern Planning Authority. Plot B admeasuring 329.81 square meters together with the structures standing thereon was retained by the assignors therein;

- OO.** By and under the letter bearing reference no. LC/ODC/Goregaon/506/2018 dated 6<sup>th</sup> March, 2018 addressed by MMRDA to Pravin A Mehta, the constituted attorney to Ramesh Navsha Page and 9 others, MMRDA *inter-alia* stated that the lessee can assign the land or any part thereof without the prior permission of the Metropolitan Commissioner, however, it shall be mandatory for the lessee to inform MMRDA about such assignment periodically. It has further been stated therein that it is not necessary now to grant any prior consent for assignment henceforth;
- PP.** By and under the possession letter dated 21<sup>st</sup> August, 2018, Ramesh Navsha Page, Jayram Navsha Page, Shantibai Devji Dhavde, Jankubai Ramesh Kirkire, Meenakshi Ramu Ravte, Sharda Gajanan Page, Damodar Gajanan Page, Vikas Gajanan Page, Kalpana Gajanan Page, Prakash Dharma Rawate, Sanjay Dharma Rawate, Shashikala Dharma Ravate alias Lakshmi Ganesh Malavakar and Nirmala Dharma Ravate alias Nirmala Pradeep Varade (i) confirmed having received full monetary consideration amount in respect of said Land as agreed under the said Deed of Assignment and (ii) handed over physical possession of the said Plot A together with the structures standing thereon.
- QQ.** By and under the letter dated 21<sup>st</sup> August, 2018, Ramesh Navsha Page, Jayram Navsha Page, Shantibai Devji Dhavde, Jankubai Ramesh Kirkire, Meenakshi Ramu Ravte, Sharda Gajanan Page, Damodar Gajanan Page, Vikas Gajanan Page, Kalpana Gajanan Page, Prakash Dharma Rawate, Sanjay Dharma Rawate, Shashikala Dharma Ravate alias Lakshmi Ganesh Malavakar and Nirmala Dharma Ravate alias Nirmala Pradeep Varade *inter-alia* informed the Collector (Mumbai Suburban District) of having received full monetary consideration

amount in respect of Plot A together with the benefits of the said DP Road as agreed under the said Deed of Assignment and requested to enter, mutate and record the name of Integrated Affordable Home LLP in the record of rights in respect of the said Plot A and issue all records, entries, property register cards in the name of Integrated Affordable Home LLP.

**RR.** By and under the letter dated 21<sup>st</sup> August, 2018, Ramesh Navsha Page, Jayram Navsha Page, Shantibai Devji Dhavde, Jankubai Ramesh Kirkire, Meenakshi Ramu Ravte, Sharda Gajanan Page, Damodar Gajanan Page, Vikas Gajanan Page, Kalpana Gajanan Page, Prakash Dharma Rawate, Sanjay Dharma Rawate, Shashikala Dharma Ravate alias Lakshmi Ganesh Malavakar and Nirmala Dharma Ravate alias Nirmala Pradeep Varade *inter-alia* informed the City Survey Officer, Borivali, Mumbai of having received full monetary consideration amount in respect of Plot A together with the benefits of the said DP Road as agreed under the said Deed of Assignment and requested to enter, mutate and record the name of Integrated Affordable Home LLP in the record of rights in respect of the said Plot A and issue all records, entries, property register cards in the name of Integrated Affordable Home LLP.

**SS.** By and under the letter dated 21<sup>st</sup> August, 2018, Ramesh Navsha Page, Jayram Navsha Page, Shantibai Devji Dhavde, Jankubai Ramesh Kirkire, Meenakshi Ramu Ravte, Sharda Gajanan Page, Damodar Gajanan Page, Vikas Gajanan Page, Kalpana Gajanan Page, Prakash Dharma Rawate, Sanjay Dharma Rawate, Shashikala Dharma Ravate alias Lakshmi Ganesh Malavakar and Nirmala Dharma Ravate alias Nirmala Pradeep Varade *inter-alia* informed the Special Planning Authority, MMRDA of having received full monetary consideration amount in respect of Plot A together with the benefits of the said DP Road as agreed under the said Deed of Assignment and requested to enter, mutate and record the name of Integrated Affordable Home LLP in the record of rights in respect of the said Plot A and issue all records, entries, property register cards in the name of Integrated Affordable Home LLP.

**TT.** By and under the letter dated 21<sup>st</sup> August, 2018, Ramesh Navsha Page, Jayram Navsha Page, Shantibai Devji Dhavde, Jankubai Ramesh Kirkire, Meenakshi Ramu Ravte, Sharda Gajanan Page, Damodar Gajanan Page, Vikas Gajanan Page, Kalpana Gajanan Page, Prakash Dharma Rawate, Sanjay Dharma Rawate, Shashikala Dharma Ravate alias Lakshmi Ganesh Malavakar and Nirmala Dharma Ravate alias Nirmala Pradeep Varade *inter-alia* informed the Talathi, Mumbai of having received full monetary consideration amount in respect of



Plot A together with the benefits of the said DP Road as agreed under the said Deed of Assignment and requested to enter, mutate and record the name of Integrated Affordable Home LLP in the record of rights in respect of the said Plot A and issue all records, entries, property register cards in the name of Integrated Affordable Home LLP.

**UU.** By and under the letter dated 21<sup>st</sup> August, 2018, Ramesh Navsha Page, Jayram Navsha Page, Shantibai Devji Dhavde, Jankubai Ramesh Kirkire, Meenakshi Ramu Ravte, Sharda Gajanan Page, Damodar Gajanan Page, Vikas Gajanan Page, Kalpana Gajanan Page, Prakash Dharma Rawate, Sanjay Dharma Rawate, Shashikala Dharma Ravate alias Lakshmi Ganesh Malavakar and Nirmala Dharma Ravate alias Nirmala Pradeep Varade *inter-alia* informed the Assessor & Collector, P-South Ward, Municipal Corporation of Greater Mumbai of having received full monetary consideration amount in respect of Plot A together with the benefits of the said DP Road as agreed under the said Deed of Assignment and requested to enter, mutate and record the name of Integrated Affordable Home LLP in the record of rights in respect of the said Plot A and issue all records, entries, property register cards in the name of Integrated Affordable Home LLP.

**VV.** By and under a registered power of attorney dated 21<sup>st</sup> August, 2018 registered with the office of the Sub-Registrar of Assurances and bearing Serial No. 8215 of 2018, Ramesh Navsha Page, Jayram Navsha Page, Mrs. Sharda Gajanan Page, Mr. Damodar Gajanan Page, Mr. Vikas Gajanan Page, Ms. Kalpana Gajanan Page, Prakash Dharma Rawate, Sanjay Dharma Rawate, Shashikala Dharma Ravate alias Lakshmi Ganesh Malavakar, Nirmala Dharma Ravate alias Nirmala Pradeep Varade, Shantibai Devji Dhavde, Mrs. Jankubai Ramesh Kirkire and Minakshi Ramu Ravte granted several powers to Kantilal Manilal Savla, Pravin Amidas Mehta and Nainesh Bharat Satra, being the designated partners of Integrated Affordable Home LLP, to do such acts, deeds, matters and things in respect of the said Plot A and DP Road.

**WW.** In pursuance of the recitals hereinabove, subject to what is stated hereinabove, the Promoter is solely and absolutely entitled to develop the said Land, as a lessee thereof, by constructing structures thereon and is well and sufficiently to sell the units/apartments in the building/s to be constructed on Plot A and to enter into agreement/s with the purchasers of the various apartments and to receive the sale consideration in respect thereof under the provision of the RERA and other applicable laws .

- XX.** By and under the order bearing no. C/Work 7A/LND/NAP/S RB-11025 dated 30<sup>th</sup> March, 2019, the Office of the Collector, Mumbai Suburban District, *inter-alia* directed Pravin A Mehta to make payment of *inter-alia* conversion charges and other amounts as more particularly mentioned therein.
- YY.** By and under the order bearing no. C/Karya-7A/LND/NAP/SRB-11025 dated 18<sup>th</sup> June, 2019, the Office of the Collector, Mumbai Suburban District, *inter-alia* granted sanad for the use of the said Land for residential non-agricultural purposes subject to the terms and conditions more particularly stated therein. A copy of the Sanad dated 18<sup>th</sup> June, 2019 is annexed hereto and marked as “**Annexure B**”;
- ZZ.** Vide order dated 13<sup>th</sup> October, 2020 passed by Collector, Mumbai Suburban District bearing no. C/Karya-7A/Po. Vi. /S.R.B.5679 and the order dated 26<sup>th</sup> October, 2020 bearing no. Po.Vi.Mo.R.No.15/2020, CTS No. 57 of village Goregaon, Taluka Malad, Mumbai Suburban District the said Land was subdivided into three CTS numbers and whereby (i) Plot A was issued CTS number 57A (ii) Plot B was issued CTS number 57B and (iii) Plot C was issued CTS number 57C;
- AAA.** Vide certificate of incorporation dated 25<sup>th</sup> November, 2021 issued by Deputy Registrar of Companies for and on behalf of the jurisdictional registrar of companies Integrated Affordable Homes LLP converted into a private limited company known as Integrated Affordable Home Private Limited;
- BBB.** By and under a Development Management Agreement dated 17<sup>th</sup> December, 2021 (“**Development Management Agreement**”), the Promoter has appointed the development manager (“**Development Manager/DM**”) to *inter alia*, manage, monitor, supervise, co-ordinate with all project consultants, vendors and contractors for constructions of the buildings and carry out sales & marketing and overseeing the entire work of development of said Land for the consideration and upon the terms and conditions contained therein. The Development Manager shall associate its Brand Name (*as defined hereinbelow*) with the Entire Project. Further it is clarified that the Development Manager is only a service provider for the Phase I Project/ Entire Project;
- CCC.** Save and except as setout herein and in the Report on Title (as defined below), there are there are no covenants affecting the said Land and there are no impediments attached to the said Land;

**DDD.** It is expressly informed by the Promoter to the Allottee/s and the Allottee/s agrees and acknowledges the following:

- i. The Promoter has informed the Allottee/s that the Promoter shall construct the Building (defined hereinafter) and develop the Plot A by consuming the entire Development Potential (defined hereinafter) of Plot A and Plot C. **“Development Potential”** shall for the purpose of this Agreement shall mean all the present or future floor space index (FSI) of Plot A and C including but not limited to basic FSI/ primary FSI, Premium FSI, TDR or TDR/FSI (including but not limited to the TDR purchased from open market, etc.) Road Set back FSI/ TDR, Fungible FSI, Incentive FSI, FSI based on Road Width plus FSI in lieu of stairways, lobbies, amenity areas, passages, elevator shafts and/or any other FSI and/or TDR of whatsoever nature and by whatsoever nature and by whatsoever named called, which is arising from Plot A and Plot C and/or capable of being availed, utilized and consumed on Plot A as per Development Control Regulation for Mumbai Metropolitan Region, 1999;
- ii. The Promoter is undertaking the development of the said Land in a phase- wise manner by constructing thereon a building known as **“Integrated Ramicon”** comprising of two Wings i.e. wing B Lower Basement + Upper Basement + Ground level + 5 level service floor for parking and ancillary uses such as meter room, letter box room etc. + 1<sup>st</sup> floor/podium (pt. LOS + pt. residential) + 2<sup>nd</sup> to 35<sup>th</sup> upper residential floors (**“Wing “B”**) and proposed wing A by utilizing balance Development Potential in accordance with requisite approvals to be obtained (**“Wing A”**) (collectively referred to as **“the Building”**);
- iii. The Promoter has expressly informed the Allottee/s that subject to plans being sanctioned/approved by the MMRDA, from time to time, the Promoter shall develop the Building on Plot A (**“Entire Project”**) in a phase-wise manner and has presently undertaken the construction of Wing B of the Building known as **“Integrated Ramicon - Wing B”**, being a multi storied tower building comprising of with Lower Basement + Upper Basement + Ground level + 5 level service floor for parking and ancillary uses such as meter room, letter box room etc. + 1<sup>st</sup> floor/podium (pt. LOS + pt. residential) + 2<sup>nd</sup> to 35<sup>th</sup> upper residential floors as per plans approved and as may be amended by the MMRDA and other concerned authorities from time to time situated on a earmarked portion admeasuring 813.45 square meters out of Plot A and delineated on the plan of Plot A annexed hereto and marked **“Annexure A”** shown surrounded by color boundary lines (**“the Phase I Project”**) which is

a part of the Entire Project. However, in the event due to planning/approval constraints, the Promoter is unable to construct the Phase I Project by consuming Development Potential allocated to Phase I Project, the Promoter may increase/ decrease the height of any of the other buildings/wings on the Plot A, to utilize the balance FSI. The Allottee/s hereby grants its informed consent for the same. Further in the event the Promoter is required to construct the Wing B with additional floors then the height of Wing B will increase and the Allottee hereby grants its informed consent for the same.

- iv. The Promoter has applied for and obtained from MMRDA commencement certificate bearing number TCP(P-2)/ODC/CC/3.156/I/20/2022 issued on 11<sup>th</sup> January, 2022. The Promoter has further applied for and obtained amended the commencement certificates dated 1<sup>st</sup> July, 2022 and 16<sup>th</sup> February, 2023 bearing numbers TCP(P-2)/ODC/CC/3.156/II/560/2022 and TCP(P-2)/ODC/CC/3.156/III/143/2023 respectively. The copies of the commencement certificates (“**Commencement Certificate**”) for amendment are annexed hereto as “**Annexure C**”;
- v. The Phase I Project has been registered with the Real Estate Regulatory Authority (“**RERA/Authority**”), under the provisions of Section 5 of RERA read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (“**RERA Rules**”) and the Regulations. The Authority has duly issued Certificate of Registration No. P51800045996 dated 15<sup>th</sup> June, 2022 in respect of Phase I Project. A copy of the RERA Certificate is annexed and marked as “**Annexure D**” hereto;
- vi. The Promoter has uploaded a copy of the proposed layout plan and the Building/phase/Wing plan showing future proposed development as disclosed by the Promoter in his registration before the RERA authority and further disclosures on the website as mandated by the Promoter have been annexed hereto and marked as “**Annexure E**” hereto;
- vii. The Promoter has informed the Allottees that the Promoter proposes to consume development potential including FSI/TDR of not less than 24,966.20 square meters which has been sanctioned for the construction ,and development of the Phase I Project (“**Phase I Development Potential**”) out of the total Development Potential. The Promoter hereby reserves the right to

consume the entire balance Development Potential FSI on the said Plot A from time to time for the purposes of construction of Wing A of the Building. The Allottee/s shall not have any right in respect of Development Potential sanctioned by the MMRDA or any local authority in respect of Plot A and Plot C and any other floor space index that may be sanctioned in future and the Promoter shall be entitled to utilize the same for the development of the Plot A. Furthermore, the Promoter shall also be entitled to develop Plot A by utilizing TDR of other properties on Plot A to the extent permitted by law and the Allottee/s shall have no objection thereto;

- viii. Further, (i) the requisite approvals and sanctions, for the development of the Phase I Project from the competent authorities are obtained/ being obtained, and (ii) approvals and sanctions from other relevant statutory authorities as may be required for the development of the Phase I Project, are applied for and/or in process of being obtained and/or obtained by the Promoter.
- ix. The common areas, facilities and amenities in Wing B that may be usable by the Allottee/s alongwith other allottees of the Phase I Project on a non-exclusive basis are listed in the fitness center & society office hereunder written (“**Wing B Amenities**”). The common areas, facilities and amenities in Wing A that may be usable by the Allottee/s alongwith other allottees of the Phase I Project on a non-exclusive basis are listed in the **Sixth schedule** hereunder written (“**Wing A Project Amenities**”). Wing B Amenities and Wing A Project Amenities shall hereinafter collectively referred to as the “**Amenities**” as set out more specifically under Eighth Schedule.
- x. the Promoter has agreed to provide to Adani Ltd. a premise admeasuring 8 x 5 meters. i.e. 40 (forty) square meters to house Sub- Station on the portion of the Plot A to source electricity supply for the Building which is shown by Red Colour hatches on the plan hereto annexed and marked as “**Annexure A**”. The Allottee/s hereby grant his/her/their consent to provide premise to house Sub Station to Adani Ltd. and if required the Society and the Promoter shall jointly execute a Deed of Lease in favour of Adani Ltd. in respect of 40 (forty) square meters of area.
- xi. The Allottee/s agree/s and undertake/s to permit and give the Promoter all facilities for making any additions, alterations or to put up any additional commercial/residential structure on the said Land as per their entitlement and the Lease Agreement. The Allottee/s agree and undertake not to object to such

constructions on the ground of nuisance, annoyance and/or otherwise for any other reason;

- xii. The Allottee/s consent and acknowledge that in addition to the plans sanctioned/approved by the MMRDA the Promoter may propose to construct in the future, further floors/buildings/towers/structures for residential and/or commercial and/or retail purposes and/or such other purposes as the Promoter deems fit and proper, on Plot A, subject to the approvals from MMRDA and the concerned authorities.;
- xiii. The development of Plot A may envisage construction of underground tanks, fire-fighting tanks, rain harvesting tanks, sewage treatment plants and installation of transformers, sub-station, switching station for electrical power supply (to the Entire Project and the vicinity), access roads and recreation grounds, Watchman Cabin, Toilet units for domestic servants, Fitness Centre etc. which will be shared in common for both the Wings comprising the Building proposed to be developed on Plot A and accordingly would be finalized keeping with the plans that would be sanctioned by MMRDA or any other government authorities from time to time. The Promoter reserves the right in its absolute discretion to amend, alter and modify the plan from time to time as per their requirements and include also one or more buildings/wings having one or more towers and/or remove from the said layout plan of Plot A one or more buildings/wings and also change the location of any of the wings to be constructed in the proposed development on Plot A , which may be ultimately approved and/or amended/varied and sanctioned by MMRDA and other bodies/authorities concerned. The Allottee/s agree and confirm that the Promoter shall be entitled to make variations, alterations, amendments or deletions in the plan(s) approved by the concerned authority, however, the Promoter shall obtain the prior consent of the Allottee/s if such variations, alterations, amendments or deletion in the approved plan will adversely affect the area of the Apartment of the Allottee/s. The Promoter shall be entitled to make any variations, alterations, amendments or deletions to or in the scheme of development of Plot A re-locate/ re-align service and utility connections and lines, open spaces, parking spaces, recreation areas and all or any other areas, amenities and facilities, without adversely affecting the actual area of the amenities and facilities as the Promoter may deem fit in its sole discretion or if the same is required by the concerned authority. The consideration as mentioned in Third Schedule to be paid by the Allottee/s has been calculated

inter alia on the basis that the Allottee/s have granted their irrevocable and binding consent to make any such variations, alterations, amendments or deletions. In the event that the Allottee/s withdraw their consent or in the event the validity of the same is challenged, then the amount of consideration under Third Schedule shall automatically stand enhanced to include any direct and/or indirect loss, damage, claim, expenditure suffered by the Promoter due to such consent not being granted to the Promoter

- xiv. The Allottee/s shall not interfere with the rights of Promoter by raising disputes or Court Injunctions under RERA and/or under any other provision of any other applicable law.
- xv. The Allottee/s hereby agrees and confirms that the Promoter herein shall always be entitled to sign undertakings and indemnities on behalf of the Allottee/s as required by the Planning Authority, State or Central Government or Competent Authorities under any law concerning the development of Entire Project, the Phase I Project and for construction of the Building.
- xvi. The Allottee/s shall not decorate the exterior of the otherwise than in any manner agreed to with the Promoter under this Agreement.
- xvii. That the Entire Project is to be constructed on Plot A which land is owned by MMRDA and which land has been granted on lease for a period of 60 (sixty) years. That since MMRDA is the owner of Plot A, as per the provisions of Section 31 read with Schedule II, Clause II of the MMRDA Act 1974 the Maharashtra Ownership of Flats Act does not apply to MMRDA or any land or buildings belonging to or lands vested in the MMRDA. Additionally the Promoter herein has the right to obtain an assignment of the Plot A with the permission of MMRDA to the Society/body of Allottee/s after completion of construction of the Building and after receipt of the Sale Price from the Allottee/s and all other allottees of the units/flats that the Promoter desires to undertake on the said Plot A;
- xviii. The Promoter is required under the RERA to have the Building insured by an insurance company. The Allottee/s is/are aware and acknowledge that this being a new requirement, no insurance company has till date introduced a suitable insurance policy which meets with the requirements of the Act and the rules made thereunder. The Promoter shall, in accordance with the Act and the Rules, subscribe to insurance policy/policies or product subject to their availability in the insurance sector. However, the Promoter will not be responsible in any

manner if a suitable insurance product/ policy for the aforementioned is unavailable and/or is available but does not fulfill all the requirements under applicable law.

xix. **LIMITATION OF LIABILITY** : That as the development management fee as stated in the Development Management Agreement is to be paid from the revenue generated from the Entire Project, the Development Manager shall be deemed to be a promoter under the provisions of RERA, in view of the same the Allottee hereby agrees and accepts that the total liability, if any, in the aggregate, of the Development Manager, the Development Manager's Officers, directors, employees to the Promoter and/or anyone claiming by, or under the Promoter including the Allottee/s or any third party for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Entire Project or Agreement from any cause or causes attributable to the Development Manager, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract, or breach of law shall in respect of claim from individual allottee/s /purchasers to a sum not exceeding the development management fee as stated in the Development Management Agreement (excluding actual brokerage paid to channel partners and amounts actually spent on marketing activities) and actually received and realized by the Development Manager from such sale of individual unit;

(i) the liability of the Development Manager under the Development Management Agreement and this Agreement shall be only upto the Project Completion Date as defined in the Development Management Agreement or sooner determination of this Agreement whichever is later and;

(ii) the Development Manager shall not be liable, in any manner for any title or approval related issues pertaining to the Entire Project.

**EEE.** The Promoter has appointed Mrs. Rama Subramaniam, Advocate who has issued a title certificate dated 23<sup>rd</sup> May 2022 certifying inter-alia setting out right/entitlement of the Promoter with respect to said Land which certificate is annexed hereto and marked as "**Annexure F**";

**FFF.** The Developer has entered into a standard agreement with its Architects thereby appointing M/s Techno Arch, as the Municipal Architect and Ingrain as the Design Architect for the proposed development of the Entire Project and has also appointed R. C. Tipnis, as Structural Engineers for preparation of structural



designs and drawings of the Entire Project. The Promoter reserves the right to appoint any such architects/engineers or professionals which the Promoter feels appropriate.

**GGG.** The Allottee/s has/have, prior to the execution hereof obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises, made enquiries thereon and is/are satisfied with respect to, (i) the title of the Promoter to develop the Phase I Project, and such title being clear and marketable and undertake not to raise any requisitions in respect thereof (ii) RERA Certificate/s and has caused the RERA Certificate/s to be examined in detail by his/her/its Advocates and Planning and Architectural consultants (ii); (ii) the approvals and permissions (including Intimation of Approval and Commencement Certificate) obtained till date and (iii) the Promoter entitlement to develop the Phase I Project and the Entire Project and to construct the Entire Project thereon as mentioned in this Agreement and applicable law and sell the premises therein. The Allottee/s undertake(s) that he/she/it/they has/have verified with his/her/its/their financial advisor and confirm that the Allottee/s has/have the financial capability to consummate the transaction.

**HHH.** The Allottee/s has/have agreed and consented to the development of the said Land, in the manner mentioned in the RERA Certificate. The Allottee/s has/have also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and Regulations and has/have understood the documents and information in all respects. The Allottee/s has/have demanded from the Promoter and the Promoter have given the inspection to the Allottee/s of (i) all the documents of title relating to the said Land, (ii) the plans, designs and specifications prepared by the Promoter's Architects and (iii) of such other documents as are specified under RERA and the Rules and Regulations made thereunder.

**III.** After perusal of the title and all the orders and various permissions, sanctions and approvals mentioned hereinabove, the Allottee/s has/have applied to the Promoter for the allotment/purchase of a residential apartment in the Phase I Project and the Promoter has agreed to sell to the Allottee/s under the provisions of RERA and the Rules and regulations made thereunder, a residential Apartment as specified in Third Schedule of Wing B of the said Building in Phase I Project and delineated on the Floor Plan thereof and thereon shown surrounded by red colour boundary line ("**Apartment**") along with right to use

and enjoy proportionate share in the common areas, amenities and facilities of the Phase I Project more particularly stated in the Sixth Schedule hereunder written and Entire Project more particularly stated in the Eighth Schedule hereunder written with full notice of the terms conditions and provisions contained in documents hereinabove and subject to the terms and conditions hereinafter appearing and at or for the lumpsum consideration/ Sale Price as mentioned in Third Schedule and payable in the manner as more particularly mentioned in Fourth Schedule .The authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed and marked as “**Annexure G**”. “**RERA Carpet Area**” for the purposes of this Agreement means the net usable floor area of the Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the Apartment for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the Apartment for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Apartment;

**JJJ.** The Promoter has also agreed to permit the allottee/s to use of **0 (Zero)** covered car parking spaces/ pit parking in the podium levels of the Phase I Project, free of cost (hereinafter referred to as the “**Car Park/s**”) which are more particularly described in the Third Schedule hereinunder written.

**KKK.** The Apartment together with the proportionate share in common areas, amenities and facilities are hereinafter collectively referred to as “**the Premises**”;

**LLL.** Prior to the execution of these presents the Allottee/s has / have paid to the Promoter earnest money as mentioned in Third Schedule towards the Sale Price of the Apartment agreed to be sold by the Promoter to the Allottee/s as advance payment or deposit (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee/s has/ have agreed to pay to the Promoter the balance of Sale Consideration in the manner set out under Fourth Schedule and other charges as mentioned in Clause 5.6.6;

**MMM.** The Promoter hereby declare that they have availed loan from Lender as specified in Third Schedule (hereinafter referred to as the '**Lender**') and as a security for repayment of loan amount, the Promoter have mortgaged the said Apartment together with building to be constructed thereon in favour of the said Vistra ITCL (India) Limited under Debenture Trust Deed dated 17<sup>th</sup>

December,2021 registered with the Sub- Registrar of Assurances under No. BRL-3/12334 of 2021. As such the Lender shall have first charge on the said Apartment together with building to be constructed thereon. As per the arrangement agreed between the Promoter and the Lender, the Allottee/s shall have to pay all the instalment amounts mentioned in Clause No.2 hereinabove by cheque drawn in favour RERA Account details whereof are provided in Third Schedule. However. in the event of Allottee/s intend to avail housing loan from any financial institution in such case the Promoter shall obtain No Objection from the said Lender in favour of such financial institution to create charge on the Apartment;

**NNN.** Prior to the execution of these presents, the Promoter has obtained a no objection certificate dated \_\_\_\_\_ from Lender as required under the provisions of the said Debenture Trust Deed;

**OOO.** The Promoter in compliance of section 13(1) of the RERA are required to execute a written Agreement for Sale of the Apartment in favour of the Allottee/s, being in fact these presents and also to register the Agreement under the Registration Act, 1908.

**PPP.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee/s hereby agrees to purchase the Apartment for the consideration and upon the terms and conditions hereinafter appearing.

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

1. The Recitals shall form an integral and operative part of this Agreement as if the same are incorporated herein *verbatim*. The headings given in the operative section of this Agreement are only for convenience, and are not intended in derogation of RERA.
2. **PROJECT**
  - 2.1. The Promoter shall construct the Phase I Project in accordance with the sanctioned plans, designs, specifications approved by the MMRDA which has been seen and approved by the Allottee/s with such variations and modifications as the Promoter may consider necessary or as may be required by the MMRDA/the concerned local authority/the Government

**PROVIDED THAT** the Promoter shall obtain prior consent in writing of the Allottee/s in respect of such variations or modifications which may adversely affect the Apartment agreed to be purchased by the Allottee/s except, any alteration or addition to the sanctioned plans, layout plans and specifications of the Building as may be required by any Government authorities, or, due to change in law, or, any change as contemplated by any of the disclosures already made to the Allottee/s. Adverse effect for the purposes of this clause shall mean a change in the location of the Apartment within the Phase I Project.

2.2. The consent referred in the aforesaid proviso shall not be unreasonably withheld.

**2.3. Floor Space Index**

2.3.1. The Promoter hereby declares that the Development Potential available as on date in respect of the said Land is 22,786.45 square meters only and Promoter has planned to utilise the Development Potential of not less than 24966.20 square meters in the Entire Project. The Promoter has disclosed the Development Potential of 18940.93 square meters as proposed to be utilised in the Phase I Project and Allottee/s has agreed to purchase the Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilising the proposed Development Potential of 24966.20 square meter and on the understanding that the declared Development Potential shall belong to Promoter only.

2.3.2. The Promoter hereby declare that, in order to consume entire scope of permissible FSI potential on Plot A, the Promoter could not propose open spaces all around the building as specified in the said DCPR-2034. The plan for the Building has been approved by MMRDA upon condoning open spaces requirement all around the building by charging open space deficiency premium. The Allottee/s hereby agree for not to raise any objection or file complaint with the MMRDA during the construction of the Building or after completion of construction work of the Building for such deficient open spaces all around the Building on any ground of whatsoever nature.

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

3.1. The Allottee/s hereby agrees to purchase and acquire from the Promoter and the Promoter has agreed to sell to the Allottee/s the Premises as is more particularly

described in the Third Schedule hereunder written for the Sale Price more particularly set out in the Third Schedule together with applicable taxes thereon.

- 3.2. Notwithstanding anything stated in this Agreement, if there is any increase or decrease in the RERA Carpet Area of the Apartment (over and above the area set out in the Third Schedule) and subject to clause 3.6 hereinbelow, the Sale Price of the Apartment shall stand increased/decreased proportionately (“**Revised Sale Price**”). For the purposes of this Agreement, the term Sale Price shall mean the Revised Sale Price (if applicable) unless the context otherwise requires.
- 3.3. The Apartment shall have amenities which are set out in the Fifth Schedule hereunder.
- 3.4. The Allottee/s has/have paid before execution of this Agreement, part payment of the Sale Price as advance payment and as more particularly described in the Fourth Schedule hereunder written and hereby agrees to pay to the Promoter the balance amount of the Sale Price manner more particularly set out in the Fourth Schedule hereunder written
- 3.5. The Promoter proposes to provide multilevel system parking situated in the three level pits plus 8 (eight) upper level of Wing B for parking of vehicle as per the parking layout plan approved by the Planning Authority out of which the Promoter hereby permit use of **Parking Space as mentioned in Third Schedule** being incidental to the Apartment at free of cost to the Allottee/s to park his/her/their vehicle (**‘Parking Space’**). The Allottee/s shall not be entitled to park his/her/their vehicle anywhere else and he/she/they shall be liable to pay the Property Tax, Maintenance Charges in respect of the Parking Space as may be assessed by the local body or as may be determined by the Society to be formed of Allottee/s. The Allottee/s shall not raise any dispute, in the future, about the suitability of the Parking Space as constructed by the Promoter.
- 3.6. The Promoter shall confirm the final RERA Carpet Area of the Apartment that has been allotted to the Allottee/s after the construction of the Phase I Project is complete and the occupation certificate/ completion certificate is granted by the MMRDA, by furnishing details of the changes, if any, in the RERA Carpet Area, subject to a variation cap of 3% (three per cent). The total Sale Price payable on the basis of the carpet area of the Apartment, shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area of the Apartment beyond the defined limit of 3% (three per cent), then, the Promoter shall refund the excess money paid by Allottee/s within 45 (forty-five) days with annual interest at the rate specified in the

Rules, from the date when such an excess amount was paid by the Allottee/s; if there is any increase in the RERA Carpet Area allotted to Allottee/s; the Promoter shall demand additional amount from the Allottee/s towards the Sale Price, which shall be payable by the Allottee/s prior to taking possession of the Apartment.

- 3.7. Subject to what is stated in Sub-Clause 3.2 and 3.6, the Sale Price is escalation free, save and except increases which the Allottee/s hereby agrees to pay, due to levy/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 from time to time. The Promoter agree that while raising a demand on the Allottee/s for levy/increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable.

**3.8. MODE AND MANNER OF PAYMENT:**

- 3.8.1. The Allottee/s agree and understand the payment by the Allottee/s in accordance with the Clause 3(iv) is the basis of the Sale Price and is one of the principal, material and fundamental terms of this Agreement (time being the essence of the contract). The Promoter has agreed to allot and sell the Apartment to the Allottee/s at the Sale Price inter-alia because of the Allottee/s having agreed to pay the Sale Price in the manner more particularly detailed in this clause and the Allottee therefore agrees and undertakes to pay the amounts as aforesaid on it's due dates without any fail and without any delay, demur or default as time in respect of the payments.

- 3.8.2. The payment at each stage is individually referred to as “**the Instalment**” and collectively referred to as “**the Instalments**”. It is agreed by and between the Parties that if there is any increase in the Sale Price (on account of the revision in the RERA Carpet Area of the Apartment as set out in the Clause 3.2 herein, then the Instalments as set out hereinabove shall also increase correspondingly.

- 3.8.3. The Promoter shall forward to the Allottee/s intimation of the Promoter having carried out the aforesaid work at the address given by the Allottee/s in this Agreement i.e. in writing or by digital E-mail and the Allottee/s shall be bound to pay the amount of Instalment/s within 7 (seven) days of the Promoter dispatching such intimation at the address of the Allottee/s as recorded under Third Schedule of this Agreement through A/C Payee Cheque/ demand draft or

online payment in favour **Integrated Affordable Home Private Limited Collection Account RERA A/C** payable at **2714064392**. The Allottee/s herein specifically agree/s that he/she/they shall pay the aforesaid amount of Instalment/s along with the Taxes, including GST, local body tax, and such other applicable taxes, cesses, charges, any other indirect tax by whatsoever name called or otherwise of howsoever nature etc. without any delay, demur and default.

- 3.8.4. It is clarified that payment/s of Instalment/s received vide cheque/s by the Promoter will be considered to be paid to the Promoter only on the realisation/s thereof.
- 3.8.5. The Promoter shall not be responsible towards any third party making payments/remittances on behalf of the Allottee/s and such third party shall not have any right in the Premises in any way and the Promoter shall issue the payment receipts in favour of the Allottee/s only.
- 3.8.6. A notice/intimation along with a certificate from the Architect forwarded by the Promoter to the Allottee/s that a particular stage of construction is commenced or completed shall be sufficient proof that a particular stage of construction is commenced or completed.
- 3.8.7. Payment of any Instalments if made in advance shall be adjusted to the next Installment/s. No interest shall be paid by the Promoter for such advance payments made by the Allottee/s or by housing finance companies/bank etc on behalf of Allottee/s.
- 3.8.8. All the Instalments payable in accordance with this Agreement with respect to the completion of the stage of construction on the date of signing of this Agreement shall be paid by the Allottee/s simultaneously on the execution of this Agreement.

**3.9. TAX DEDUCTION AT SOURCE:** The amounts deducted by the Allottee/s towards Tax Deducted at Source (“TDS”) as per provisions of Income Tax Act, 1961 shall be acknowledged by the Promoter only upon the Allottee/s submitting the original Tax Deduction Certificate for the amount so deducted in a timely manner to the Promoter (against acknowledgement) and provided that the amount mentioned in

such Tax Deduction Certificate matches with the Income Tax Department website for this purpose. The Promoter shall have an unpaid vendor's lien on the Premises for any amounts outstanding under this Agreement and/or out of the Sale Consideration and/or non-deposit of TDS until the same is paid to the Promoter by the Allottee/s.

3.10. **ADJUSTMENT/APPROPRIATION OF PAYMENTS:** The Allottee/s authorises the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoter may in their sole discretion deem fit and the Allottee/s undertake/s not to object/demand/direct the Promoter/s to adjust his/her payments in any manner.

3.11. **INTEREST ON UNPAID DUE AMOUNT :** Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the instalments on the due dates, the Allottee/s shall be bound and liable to pay interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % per annum, with monthly rests, on all the amounts which become due and payable by the Allottee/s to the Promoter till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall it be construed as condonation of delay by the Promoter.

3.12. It is expressly agreed that the Apartment shall contain specifications, fixtures, fittings and amenities as set out in the **Fifth Schedule** hereunder written and the Allottee/s confirms that Promoter shall not be liable to provide any other specifications, fixtures and amenities in the Apartment. It is specifically agreed by the Allottee/s that if any extra fittings, fixtures or amenities are required by the Allottee/s then the Allottee/s shall inform in writing to the Promoter (Promoter may in their discretion entertain and act even on an oral request) and if it is possible for Promoter, then the Promoter shall at their sole discretion may provide the same at the extra cost/price after the Allottee/s depositing such extra cost/ price with Promoter and for such additional bills raised by Promoter shall be final.

3.13. The Promoter and all persons claiming from, by or under the Promoter herein shall in respect of any amount remaining unpaid by the Allottee/s under the terms and conditions of this Agreement shall have a first lien and charge on the Apartment agreed to be purchased by the Allottee/s.



3.14. The Allottee/s hereby accords/grants his irrevocable consent to the Promoter to securitise the Sale Price and/or any part thereof and other amounts payable by the Allottee/s under this Agreement (or any part thereof), in the manner permissible under RERA, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Sale Price and other amounts payable by the Allottee/s under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee/s shall be required to make payment of the Sale Price and other amounts payable in accordance with this Agreement, in the manner as intimated. The Promoter covenants that the payment of such Sale Price or part thereof in accordance with the terms hereof, by the Allottee/s to the bank/financial Institutions, shall be a valid payment of the Sale Price or part thereof and discharge of his/their obligations hereunder.

3.15. **TAXES:** The Allottee/s hereby agree(s) to pay to the Promoter, the applicable Goods and Service Tax (GST), cess, dues, charges, duties, imposition, premium, surcharge, fees, levies, local body tax (LBT), service tax, value added tax, and any other tax levied by whatsoever name called or otherwise of howsoever nature together with any increase, interest and/or penalty, etc levied (prospectively or retrospectively) by the Government, local authority, competent authority, etc on the Sale Consideration of the said Premise, any deposits, miscellaneous charges, any other amounts payable under this Agreement and/or on the sale transaction contemplated herein (hereinafter collectively referred to as the “**said Taxes**”) when due or as and when the same is demanded by the Promoter, without any delay, demur or default. The payment of the said Taxes by the Allottee/s to the Promoter within the due date shall always form part and parcel of fundamental terms of this Agreement. The Promoter shall not be liable to refund the said Taxes paid by the Allottee/s to the Promoter upon termination of this Agreement or otherwise.

3.16. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:** It is abundantly made clear to all the Allottee/s that if the Allottee/s are resident outside India then the Allottee/s shall be solely responsible for complying with the necessary formalities as laid down in the **FEMA**, the Reserve Bank of India Act, 1934 (“**RBI Act**”) and the Rules and Regulations made thereunder or any statutory amendments or modifications made thereof and all other applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India, etc. and provide the Promoter with such permission, approval, etc. which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of

security, if provided in terms of this Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Allottee/s understands and agrees that in the event of failure on his/ her part to comply with the applicable rules and regulations and guidelines issued by the Reserve Bank of India, he/ she shall be solely liable for any action under FEMA or other laws as applicable, and as amended from time to time. The Promoter shall not be responsible/ liable in any manner howsoever in respect of the same. The Allottee/s shall keep the Promoter fully indemnified and harmless in regard to the same. The Allottee/s further agrees that in the event there is a change in the residential status of the Allottee/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s to intimate the same in writing to the Promoters immediately and to comply with the necessary formalities, if any, pertaining to the same under the applicable laws. The Promoter shall not be responsible towards any third party making payment/ remittances on behalf of the Allottee/s and such third party shall not have any right in the allotment of the Apartment/Premises and the Promoter shall issue the requisite payment receipts in favour of the concerned Allottee/s only. The Promoter accepts no responsibility in this regard and the Allottee/s agree/s to indemnify and keep the Promoter indemnified and saved harmless at his/her own costs, from any loss or damage caused to it for any reason whatsoever.

#### **4. RIGHTS, OBLIGATIONS AND DISCLOSURES OF THE PROMOTER**

##### **4.1. OBLIGATIONS OF THE PROMOTER:**

###### **4.1.1. OBSERVATION OF CONDITIONS IMPOSED BY THE LOCAL PLANNING AUTHORITY:**

4.1.1.1. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by MMRDA and the concerned local authority at the time of sanctioning the plans or thereafter and shall, before handing over possession of the Apartment to the Allottee/s, obtain from the concerned local authority occupancy certificate/completion certificate in respect of the Apartment.

4.1.1.2. Time is essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the Phase I Project and handing over the Premises to the Allottee/s and the

common areas to the Society after receiving the occupancy certificate/completion certificate for Phase I Project. Similarly, the Allottee/s shall make timely payments of the instalment/s and other dues payable by him/her and meeting the other obligations under the Agreement.

4.1.1.3. Notwithstanding anything to the contrary contained herein, the Allottee/s shall not be entitled to claim possession of the Apartment until the occupation/completion certificate is received from the local authority and the Allottee/s has paid all dues payable under this Agreement in respect of the Apartment to the Promoter and has paid the necessary maintenance amount/deposit, Taxes, etc. payable under this Agreement to the Promoter.

4.1.1.4. Howsoever for the purpose of calculating the defect liability period on towards the Promoter, the date of commencement of the defect liability period shall be calculated from the date of handing over possession to the Allottee/s for fit-outs and interior works or the date of obtaining occupation or part occupation certificate, whichever is earlier, and the said liability shall be restricted to those responsibilities which are not covered under maintenance of the said unit/ building/phase/wing as stated in the Agreement. That further it has been agreed by the Allottee/s that any damage or change done within the unit sold or in the building/ phase/ wing done by him/ them or by any third person on and behalf of the Allottee/s then the Allottee/s expressly absolves the Promoter from the same liability and specifically consents that on such act being done by the Allottee/s, the Allottee/s waive his/her/their right to enforce the defect liability on and towards the Promoter.

**4.1.2. DISCLOSURE AS TO FLOOR SPACE INDEX:**

The Promoter has disclosed the FSI as proposed to be utilized by the Promoter on the said Land and the Allottee/s has/have agreed to purchase the Premises based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI as per the Proposed Plans- and on the understanding that the declared proposed FSI shall belong to the Promoter only.

**4.1.3. DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE:**

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

- 4.1.3.1. The Promoter has clear and marketable title and has the requisite rights to carry out development upon the Free Sale Land Plot A and also has actual, physical and legal possession of the Free Sale Land Plot A for the implementation of the Phase I Project;
- 4.1.3.2. The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Entire Project and shall obtain requisite approvals from time to time to complete the development of the Phase I Project;
- 4.1.3.3. Save and except for the encumbrances disclosed to the Allottee/s there are no encumbrances upon the said Land;
- 4.1.3.4. There are no litigations pending before any Court of law with respect to the Entire Project except those disclosed to the Allottee/s or uploaded on RERA website;
- 4.1.3.5. All approvals, licenses and permits issued by the competent authorities with respect to the Phase I 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 Phase I Project, shall be obtained by following due process of law and the Promoter have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Phase I Project;
- 4.1.3.6. The Promoter has the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the Promoter is restricted to enter into these presents;
- 4.1.3.7. Subject to what is stated herein The Promoter has made full and true disclosure of the title of the said land as well as encumbrances, if any, known to the Promoter in the title report of the advocate. The Promoter has also disclosed to the Allottee/s nature of its right, title and interest or right to construct building/s, and also given inspection of all documents to the Allottee/s. as required by the law. The Allottee/s having acquainted himself/herself/

themselves with all facts and right of the Promoter and after satisfaction of the same has entered into this Agreement.

**4.1.4. SPECIFICATIONS AND AMENITIES:**

- 4.1.4.1. The Promoter will provide the fixtures, fittings and amenities in the Building and the Premises as set out in annexed hereto.
- 4.1.4.2. It is agreed by the Promoter that the Allottee/s shall be entitled to use and enjoy the common areas and facilities along with the Apartment and nature, extent and description of such common areas and facilities appurtenant to the Apartment agreed to be sold are set out in the Sixth Schedule hereunder written.
- 4.1.4.3. It is expressly agreed that the Allottee/s shall be entitled to the limited common areas along with the Apartment and the extent, nature and description of such limited common areas which the Allottee/s will enjoy in the limited common areas appurtenant to the Apartment agreed to be sold are set out in the **Sixth Schedule** hereunder written.
- 4.1.4.4. At the time of execution of the Deed of Assignment in favour of the Society of the Building, the Promoter shall handover lawful possession of the Common Areas and amenities as described in the Sixth Schedule hereunder written to the Society/Organisation, as the case may be.

**4.2. RIGHTS RESERVED BY THE PROMOTER:**

The Allottees agree and understand that the Promoter have reserved the following rights to itself

- 4.2.1. It is an essential and integral term and condition of this Agreement and of the title to be created under this Agreement by the Promoter in favour of the Allottee/s in respect of the Premises, that:
  - 4.2.1.1. Only after the entire total Sales Price and all the amounts due and payable by the Allottee/s under this Agreement are received by the Promoter from the Allottee/s, the Allottee/s shall be entitled to the possession of the Premises.
  - 4.2.1.2. If the Allottee/s commits a default and/or fails to pay any of the

Installment/s of the balance Sale Price to the Promoter, the Allottee/s shall be treated as having committed a default in paying the agreed total Sale Price.

- 4.2.2. The Promoter shall be entitled to sell the premises in the Building for the purpose of using the same as Bank, Dispensaries, restaurants, Nursing Homes, Hospitals, Polyclinics, Maternity Homes or for any other residential or non-residential purposes and the Allottee/s shall not object to the use of any other premises in the the Building for the aforesaid purposes by the Allottee/s thereof.
- 4.2.3. It is hereby expressly agreed and provided that so long as it does not in any way affect or prejudice the rights hereunder granted in favour of the Allottee/s in respect of the Apartment, Promoter herein shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose off it's right, title or interest in the Building and the said Land.
- 4.2.4. Even after the Promoter developing the entire said Land and the entire Project i.e. even after possession of the Premise hereby agreed to be sold is agreed to be given to the Allottee/s, the Promoter shall continue to have a right to dispose of the remaining unsold premises in such manner as they think fit and the sale proceeds thereof shall belong absolutely to the Promoter and the Allottee/s of such remaining apartments/premises shall be accepted as members of such Society. The Promoter in that case shall not be required to pay any transfer fees, charges, premium and/or donation and/or compensation and/or cost in any form whatsoever to the Society, save and except the membership fee, share money and entrance fee per member for such remaining unsold Premises.
- 4.2.5. It is expressly agreed that the Promoter shall be entitled to erect hoarding hoardings/boards with or without illumination/glow sign/digital/electronic screen etc. at it's own cost and upon obtaining necessary approvals from the concern authority on the terrace floor of Wing B of the Building or any exterior surface of the Wing B of the Building to be constructed on the said Plot A or any part thereof at appropriate location to derive mass visibility for the purpose of it's own branding for which the Promoter and it's agents with or without workmen at all reasonable time shall be entitle to have access to the terrace floors of the Wing B of the Building to view and examine the state and condition of such hoardings and/or for maintenance, repairing, improving, rebuilding, cleaning etc. to keep such hoarding in good condition. The Promoter hereby

specifically agrees that they shall not assign their rights to construct hoarding in favour of third party and/or display commercial advertisement other than its own group companies or social message without obtaining written consent from the Society to be formed of the Allottee/s and shall bear and pay the property tax or any other tax as may be assessed by the concern authority or any other expenses attributed for such hoarding either to the Society or to such concern authority directly.

4.2.6. The Promoter shall contribute only Property Tax as may be assessed by the Assessment Department of P/S, Ward of MCGM in respect of unsold apartments and shall not be liable to pay or share the maintenance charges and outgoings as mentioned hereinabove in any way in respect of the unsold apartments.

5. **POSSESSION OF THE APARTMENT:**

5.1. Time is of the essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the Premises and offering possession of the Premises to the Allottee after receiving the Occupation Certificate/Commencement Certificate in respect of the Premises in the Phase I Project. Similarly, the Allottee shall make timely payments of all Instalments of the Sale Consideration and other amounts/dues payable by him and meeting, complying with and fulfilling all his/her other obligations under this Agreement.

5.2. The Promoter shall hand over possession of the Apartment to the Allottee/s on or before **31<sup>st</sup> December, 2026** which shall automatically stand extended by an automatic grace period of 12 (twelve) months and further automatically stand extended due to Force Majeure conditions or any of the reasons mentioned hereinbelow (“**Possession Date**”) provided that the Promoter has received the full Sale Price of the Premises, said Taxes, miscellaneous charges, maintenance and other outgoings and/or any other amounts and/or deposits and/or deposit of TDS to the credit of Promoter with the Income Tax authorities and furnish of correct amount of TDS certificate to the credit of the Promoter, etc. (including but not limited to any interest, penalty, etc. accrued thereon) payable by the Allottee/s to the Promoter under these presents :

5.2.1. Acts of god or force majeure conditions

5.2.2. Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) act of terrorism, civil war, rebellion, revolution, insurrection of military

or usurped power, requisition or compulsory acquisition by any government or Competent Authority;

- 5.2.3. Ionising, radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;
- 5.2.4. Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- 5.2.5. Earthquakes, flood, cyclone, tsunami, fire or other physical natural disaster, but excluding weather condition regardless of severity;
- 5.2.6. Strikes at national level or industrial disputes at a national levels or industrial disputes by labour not employed by the affected party, it's sub-contractor or it's suppliers and which affect an essential portion of the work but excluding any industrial disputes which is specific to the performance of the work or this development;
- 5.2.7. Epidemic, pandemic, lockdown regardless of severity;
- 5.2.8. non-availability of steel and/or cement and/or any building material and/or shortage of workers;
- 5.2.9. any prohibitory order/ stop work of any arbitrator or competent authority or tribunal or court of law against development of said Land and/or the said building/s and/or any part or portion thereof;
- 5.2.10. Extension of time for giving possession as may be permitted by the Authority under the Act for reason/s where actual work of the Phase I Project/ Entire Project/building could not be carried by the Promoter as per sanctioned plan due to specific order/notification/circular passed or issued by State Government or Central Government or Judicial or Sub-Judicial Authority, etc. relating to the Phase I Project/ Entire Project or due to such circumstances as may be decided by the Authority.
- 5.2.11. any notice, order, act, circular, rule, notification and/or delayed permission of the Government and/or other public or competent authority or any court of law;



- 5.2.12. delay in issue of occupation certificate and/or building completion certificate by the Planning Authority or any other authority concerned;
- 5.2.13. changes in any law, rules, regulations, bye-laws etc. of various statutory bodies/authorities affecting the development of the Building and/or construction of the building/s thereon;
- 5.3. **PROVIDED HOWEVER**, if the Allottee/s agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Phase I Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within **30 (thirty)** days from that date. After any refund of the money paid by the Allottee/s, the Allottee/s agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.
- 5.4. **SCHEDULE FOR POSSESSION OF COMMON AMMENTITIES:** The Promoter herein is developing the said Land which consists of two or more phases having common amenities like club house, landscape garden etc, the construction/development of the said common amenities will be completed in due course only after completion of construction of the Entire Project on the said Land. The Promoter, assures to hand over possession of the said common amenities 12 ( twelve) months after the date of obtaining occupation certificate of the Entire Building. The Allottee/s herein agrees and undertakes that he/she/they shall not be entitled to refuse to take the possession of the Apartment on the ground of non-completion of aforesaid common amenities.
- 5.5. The Allottee/s further agree that even where 'substantial completion' of works has been done and after receiving the occupation certificate/completion certificate from the competent authority possession of the Apartment shall be given. That substantial completion would mean works done that do not affect his/her/their use or occupation of his/her /their unit and he/she/they can cohabit in the Apartment. However if the Promoter are not allowed by the Allottee/s or any person on his behalf to complete the remaining portion of the works, it shall be accepted by and between the parties that the remaining works shall be deemed to have been done as and against the Promoter.

**5.6. PROCEDURE FOR TAKING POSSESSION:**

- 5.6.1. The Promoter, upon obtaining the occupancy certificate/completion certificate from the competent authority, shall offer in writing to the Allottee/s intimating the Allottee/s that the Apartment is ready for use and occupation. The Allottee/s herein shall inspect the Apartment in all respects to confirm that the same is in accordance with the terms and conditions of this Agreement, complete the payment of the entire Sale Price and other outstanding amounts payable in this Agreement.
- 5.6.2. Upon receiving a written intimation from the Promoter as per Clause 5.6.1, the Allottee/s shall take possession of the Apartment from the Promoter (within 15 (fifteen) days of the written notice from the Promoter to the Allottee/s intimating that the Premises are ready for use and occupation) by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement or under applicable law, and the Promoter shall give possession of the Apartment to the Allottee/s. In case the Allottee/s fails to take possession within the time provided in this clause then such Allottee/s shall be liable to pay all taxes including property taxes, outgoings and maintenance charges in as applicable. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottee/s, as the case may be and the Promoter shall not be liable for the maintenance, wear and tear of the Apartment.
- 5.6.3. The Allottee/s shall reimburse any amount by way of premium or security deposits payable to the Municipal Corporation of Greater Mumbai or MMRDA or to the State Government or to any other authority or betterment charges or development charges/tax, security deposit for the purpose of getting water connection, drainage connection, electricity connection or any other taxes or payments of a similar nature including I.O.A. deposit, electric deposit, occupation deposit or any other deposit already paid or that may hereafter be paid by Promoter before the Allottee/s taking possession of the Apartment in proportion to the area of the Apartment and in determining such amounts decision of Promoter shall be conclusive and binding upon the Allottee/s. It is agreed that the betterment charges referred hereinabove shall mean and include pro-rata charges which the Allottee/s may be called upon to pay by the Promoter in respect of installation of water line, water mains, sewerage line, sewerage mains, electric cables, electric sub-station, making and maintaining of internal

road and access to Plot A, drainage etc. from time to time till the charge of the Plot A alongwith the Building is handed over to the co-operative society. The Promoter shall not be responsible for the forfeiture of I.O.A. Deposit or any other penalty or fine imposed by the concerned local authority or the Government on account of unauthorised alteration or addition that may be made by the Allottee/s or by the allottee/s/purchasers of any other apartment in the Building.

- 5.6.4. It shall be expressly agreed that wherever it is the responsibility of the Allottee/s to apply and get necessary services the same shall not be undertaken by the Promoter and the Allottee/s shall be solely responsible for the same .
- 5.6.5. **PAYMENT OF OUTGOINGS:** From the date the Allottee/s is allowed to occupy the Apartment or commencing a week after notice in writing is given by Promoter to the Allottee/s that the Apartment is ready for occupation, whichever is earlier, the Allottee/s shall, irrespective of the fact as to whether he/she/they actually took possession or not, be liable to bear and pay to the Promoter his/her/their proportionate share (i.e. in proportion to the floor area of the Apartment) of all outgoings in respect of the Apartment, common areas, limited common areas, the Building including local taxes, N.A. taxes, cesses, betterment charges or such other taxes levied by the concerned local authority and/or Government, water charges (including that for supply by water tankers and/or by boring) insurance charges, common lights, repairs, salaries of clerks, bill collectors, chowkidars, sweepers, accounting charges and all other expenses, necessary and incidental to the administration, management and maintenance of the Phase I Project and the Building as more particularly set out under Seventh Schedule. After formation and registration of Society/Organization, the Society/Organization alone shall be liable and obliged to collect all outgoings, maintenance charges, etc. from the allottee/s. The Society/Organisation shall pay all outgoings, maintenance charges, etc towards common areas, common infrastructure, common amenities, said Land, etc in the project to the Promoter on or before 5<sup>th</sup> of every month, in advance. Prior to formation and registration of the co-operative Society/Organisation , the Allottee/s shall pay to the Promoter his/her their proportionate share of outgoings as may be determined by the Promoter. The Allottee/s agrees that till the Allottee/s's share is so determined, the Allottee/s shall pay provisional monthly contribution of ₹. /- per month towards such outgoings and taxes to the Promoter.

5.6.6. The Allottee/s shall on or before taking possession of the Apartment from Promoter, deposit and keep deposited with the Promoter following amounts:-

(i)	₹. 20,000/-	towards legal charges. This amount is non-refundable.
(ii)	₹. 600/-	towards subscription of shares of Society and entrance fee of the Society. ₹. 100/- for each name that additionally needs to be incorporated on the Share Certificate. This amount is non-refundable.
(iii)	₹. 20,000/-	towards formation and registration of the Society. This amount is non-refundable.
(iv)	₹. NIL /-	towards Corpus Fund @ ₹. NIL/- per Sq.ft. of RERA Carpet Area for ___ sq. ft. carpet area of the said Flat.
(v)	₹. _____/-	towards advance maintenance charges and monthly outgoing @ ₹. 8/- per Sq.ft for ___ sq.ft. RERA Carpet Area of Apartment for 12 months.
(vi)	₹. 1,05,000/-	Contribution towards Development charges @ ₹. 176.61/- per Sq.ft. for ___ sq.ft. RERA Carpet Area of the said Flat which amount is non- refundable
(vii)	₹. 1,05,000/-	towards clubhouse membership. This amount is non-refundable.
(viii)	₹. 20,000/-	towards water meter charges This amount is non-refundable.
(ix)	₹. 20,000/-	towards electric meter charges. This amount is non-refundable.
(x)	₹. 10,000/-	Towards gas supply connection. This amount is non-refundable.
	₹. _____/-	<b>(Rupees _____ Only)</b>

- 5.6.7. The Allottee/s shall pay the Goods and Service Tax or any other tax as may be applicable alongwith the amount mentioned hereinabove.
- 5.6.8. The Allottee/s shall also deposit with the Promoter a sum of ₹. \_\_\_\_\_/- **(Rupees \_\_\_\_\_ Only)** as specified in **Clause No.5.6.6(vi) above** as adhoc deposit for payment of proportionate share of taxes and outgoings. The amounts so paid by the Allottee/s to Promoter shall not carry any interest and remain with the Promoter until a Deed of Assignment or other ancillary necessary document of transfer of the Building is executed. Subject to the provisions of RERA on such conveyance or other necessary document of transfer being executed, the aforesaid deposits (less deductions provided for in this Agreement) shall be paid over by the Promoter to such co-operative society and if any shortfall arises then Allottee/s and/or such co-operative society shall be individually and collectively liable to pay to Promoter such amount as may be determined by Promoter at its sole discretion. The Allottee/s undertakes to pay such provisional monthly contribution and such proportionate share of outgoings and charges regularly on or before the 5<sup>th</sup> day of each and every month in advance and shall not withhold the same for any reason whatsoever.
- 5.6.9. The Promoter shall utilise the sum of ₹. 20,000/-collected under Clause 5.6.6(i) from the Allottee/s for meeting all legal costs, charges, expenses, out of pocket expenses including professional costs of Advocates and Solicitors for preparing documents for transfer of the Building as provided hereinabove and sum of ₹. 20,600/- collected under Clause No.5.6.6 (ii) & (iii) shall be utilise for formation and registration of co-operative society under The Maharashtra Co-operative Societies (Amendment) Act, 2016 (formerly known as Maharashtra Co-operative Societies Act, 1960) and for preparing its rules, regulations and bye-laws.
- 5.6.10. The Promoter shall maintain separate account in respect of sums received from the Allottee/s under **Clause 5.6.6 (iv) & (v)** (i.e. Security Deposit and contribution towards monthly outgoing) and shall utilise the amounts only for the purposes for which they have received. However, Promoter reserves its right to adjust surplus or balance or utilise money from any of the accounts to make up deficit of any other account and the Allottee/s shall not object to the same. The amounts mentioned in **Clause 5.6.6(i), (iii), (vi), (vii), (viii), (ix) & (x)** are

non-refundable. The Promoter shall give account in respect of amount collected under **Clause 5.6.6 (v)** to the organisations of the Allottee/s after registration thereof. The Promoter shall transfer the Corpus Fund amount collected under **Clause 5.6.6 (iv)** to the co-operative society of the Allottee/s. The Allottee/s hereby confirms that Promoter shall not be liable to give the account in respect of the aforesaid amounts/deposits to the Allottee/s individually.

## 6. **DEFAULT AND CONSEQUENCES**

- 6.1. If the Promoter fail to hand over the Premises on the Possession Date then the Promoter agree to pay to the Allottee/s, who does not intend to withdraw from the Phase I Project, interest as specified in the Rules, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession of the Apartment to the Allottee/s. The Allottee/s agrees to pay to the Promoter, interest as specified in the Rules, on all the delayed payment which become due and payable by the Allottee/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee to the Promoter.
- 6.2. Without prejudice to the right of the Promoter to charge interest in terms of Clause 3.8 above, on the Allottee/s committing any three defaults (which need not be consecutive) in payment on due date (time being the essence of contract) of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including the Allottee/s proportionate share of taxes levied by MCGM and other outgoings) and/or on the Allottee/s committing breach of any of the terms and conditions herein contained, the Promoter shall be entitled at their own option to terminate this Agreement. Provided that the power of termination hereinbefore contained shall not be exercised by the Promoter unless and until the Promoter shall have given to the Allottee 15 (fifteen) days prior notice in writing of their intention to terminate this Agreement and of the specific breach or breaches (including the breach in respect of payment of Instalments) of terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the Allottee/s in remedying such breach or breaches within 15 (fifteen) days after giving of such notice;
- 6.3. If the Promoter are unable to give the possession of the Apartment to the Allottee/s on account of reasonable cause or circumstances beyond their control

the Allottee/s shall not be entitled to any damages whatsoever but he/she/they shall be entitled to the remedies available under the RERA.

6.4. Upon termination of this Agreement;

6.4.1. The Allottee/s shall have no right, title, interest, claim, lien or demand or dispute of any nature whatsoever either against the Promoter or in respect of the Apartment in any manner whatsoever whether pursuant to this Agreement or otherwise howsoever;

6.4.2. The Promoter shall be entitled to deal with and dispose of the Apartment to any other person/s as the Promoter deem fit without any further intimation, act or consent from the Allottee/s;

6.4.3. The Promoter shall be entitled to retain **10%** of Sale Price which shall stand forfeited which the Allottee agrees, confirms and acknowledges, constitutes a reasonable genuine and agreed pre-estimate of damages that will be caused to the Promoter, and that the same shall be in the nature of liquidated damages and not penalty;

6.4.4. After the appropriation of the amounts mentioned in Clause 6.4.3 i.e. liquidated damages as above, the Promoter shall refund the balance Consideration paid by the Allottee to the Promoter, without interest only after deducting and/or adjusting from the balance amounts, interest on delayed payments, Taxes and/or any other amount due and payable by the Allottee and/or paid by the Promoter on Allottee's behalf/account in respect of the Agreement within 30 (thirty) days from the date of termination of this Agreement;

6.5. For the purpose of payment of Sale Consideration to the Promoter under this Agreement, the Allottee/s will be entitled to seek loans from bank, financial institution, housing finance company and non-banking financial company, subject to the written consent and approval of the Promoter.

6.6. The Allottee/s shall alone be liable and responsible to repay the loan amounts together with interest and penalty accrued thereupon to the bank, financial institution, housing finance company and non-banking financial company. The Promoter shall not be liable for payment/repayment of any loan amount, interest and any outstanding amounts under the loan to the bank, financial institution, housing finance company and non-banking financial company

6.7. If the Allottee/s seeks a loan from financial institutions or banks or housing finance company and non-banking financial company or any other lender (the “**Lender**”) for payment of the Sale Price and/or any other amounts mentioned herein (or part thereof), against the security of the Apartment subject to the consent and approval of the Promoter. The Allottee/s shall alone be liable and responsible to repay the loan amounts together with interest and penalty accrued thereupon to the Lender. The Promoter shall not be liable for payment/repayment of any loan amount, interest and any outstanding amounts under the loan to the Lender. In the event of (a) the Allottee committing a default of the payment of the instalments of the Sale Price and (b) the Promoter exercising its right to terminate this Agreement, the Allottee/s shall clear the mortgage debt outstanding at the time of the said termination on its own account without any recourse to the Promoter. The Allottee/s shall obtain the necessary letter from the Lenders stating that the Allottee/s has/have cleared the mortgage debt. On receipt of such letter from the Lender, the Allottee/s shall be (subject to what is stated above in clause 8.3.3. be entitled to the refund of the amount so paid by him/them to the Promoter towards the Apartment in accordance with what is stated in 8.3. Notwithstanding the above, the Allottee’s obligation to make the payment of the Instalment/s and other charges, taxes and any dues under this Agreement in accordance with the provisions of this Agreement is absolute and unconditional. Till the time the entire Consideration and the other amounts due and payable by the Allottee/s to the Promoter is paid, the rights of the Lender shall be subservient to the rights of the Promoter.

6.8. Notwithstanding all that is stated hereinabove it shall **ALWAYS** be obligatory on the part of the Allottee/s to pay the instalments of Sale Price, Taxes, miscellaneous charges, maintenance and other outgoings and/or any other amounts and/or deposits, etc payable under this Agreement on their respective due dates OR as and when demanded by the Promoter from the Allottee/s, whichever is earlier and the Allottee/s shall duly and promptly pay the same irrespective of the fact that the Allottee/s has/have applied for the loan from the bank, financial institution, housing finance company and non-banking financial company and further irrespective of the fact that the said loan is being under process and sanction awaited and/or is rejected. In the event of the failure of the Allottee/s to pay the instalments of Sale Price, Taxes, miscellaneous charges, maintenance and other outgoings and/or any other amounts and/or deposits, etc payable under this Agreement on their respective due dates or as and when



demanded by the Promoter from the Allottee/s, whichever is earlier, the Promoter shall be entitled to enforce its rights and entitlements (including as mentioned in clause 6.2 and 6.4 above). In case, there shall be deficit in this regard, the Allottee/s shall forthwith on demand pay to the Promoter his/her/its/their proportionate share to make up such deficit.

7. **DEFECT LIABILITY PERIOD:**

7.1. The Apartment shall be constructed and completed in accordance with the sanctioned plans and specifications mentioned in this Agreement as modified from time to time. The Allottee/s shall check up all the fixtures and fittings in the Apartment before taking possession of the Apartment. Thereafter, the Allottee/s shall have no claim against Promoter in respect of any item or work in the Apartment or in the Building which may be alleged not to have been carried out and/or completed and/or being not in accordance with the plans, specifications, and/or this Agreement and/or otherwise howsoever in relation thereto.

7.2. The Allottee/s shall have no claim against Promoter as regards the quality, quantity of building materials used for construction of the Apartment or the Building in which the Apartment is located or the nature of construction or location or design or specifications of the Apartment or the building in which the Apartment is located. Provided that if within a period of 5 (five) years or such period as per the provisions of the RERA from the date of handing over possession of the Apartment to the Allottee/s, if the Allottee/s brings to the notice of Promoter of any defects in the Apartment or the Building in which the Apartment is situated or the material used therein or any unauthorised change in the construction of the Building, then wherever possible such defect or unauthorised change shall be rectified by Promoter at its own cost and in case it is not possible to rectify such defect or unauthorised changes, then the Allottee/s shall be entitled to receive from Promoter reasonable compensation for such defect or change. The Promoter shall be under no liability whatsoever and howsoever arising, and whether under this present or at law in respect of defects in the Building or Apartment and or any part thereof, that appears after completion of the Building or any part thereof, where such defect are the results of (i) normal wear and tear which include shrinkage (ii) improper operation and maintenance of Building or any part or portion thereof (iii) unauthorised addition or alteration carried out in the Premises by the Allottee/s (iv) where such defects are the result of gross negligence, fraud, criminal or willful action of the Allottee/s or any person claiming by , from or through the Allottee/s (v) natural calamity or act of God (vi) Allottee/s

choose to avail raw apartment from the Promoter. However, Parties agree and confirm that the decision of the Promoter's architect shall be final in deciding whether there is any actual structural defect to the Unit or defective material being used or regarding quality of workmanship of the construction.

**8. FORMATION OF SOCIETY/ORGANISATION:**

8.1. The Allottee/s along with other allottee/s/ purchasers of apartments in the Building shall join in forming and registering a co-operative society and for this purpose, the Allottee/s shall from time to time sign and execute application for registration, other papers and documents as may be necessary for the formation and registration of such co-operative society and to become members thereof which include the bye-laws of the proposed co-operative society within seven days of the same being forwarded by the Promoter to the Allottee/s to enable Promoter to register the organization of Allottee/s under the said MOFA and the said RERA. No objection shall be taken by the Allottee/s, if any, changes or modifications are made in the draft bye-laws as may be require by the Registrar of Co-operative Societies or any other Competent Authority as the case may be.

8.2. The Allottee/s and the persons to whom the Apartment is permitted to be transferred with the written consent of Promoter shall observe and perform all the provisions of the bye-laws and/or the rules and regulations of the Co-operative Society to be formed and the additions, alterations, or amendments thereof and shall also observe and carry out the building rules and regulations and the bye-laws for the time being of the MMRDA and other local and/or public bodies. The Allottee/s and persons to whom the Apartment is allowed to be transferred shall observe and perform all the stipulations and conditions laid down by the such Co-operative Society regarding the occupation and use of the Apartment and the said Building and shall pay and contribute regularly and punctually towards rates, cesses, taxes and/or expenses and all other outgoings.

8.3. The Promoter has proposed (i) Society Office and (ii) Fitness Centre in the Building which has been approved by the Building Proposal Dept. of MMRDA. The Promoter hereby agrees to handover Society Office and Fitness Centre to the Society at free of cost for use of its members on or before execution of the Deed of Assignment as provided herein, which the Society shall use for its intended purpose and the same shall be binding on the Society and its members or whosoever derive title through the members of the Society.

8.4. In the event of a co-operative society being formed and registered before the sale and disposal of all the premises by the Promoter, the power and the authority of such co-operative society so formed of the Allottee/s and other allottee/s/ purchasers of the premises in the Building on Plot A shall be subject to overall authority and control of the Promoter in respect of all the matters concerning the Building and in particular Promoter shall have absolute authority and control as regards to the unsold premises and the disposal thereof. **PROVIDED ALWAYS** and the Allottee/s hereby agrees and confirms that in the event of the co-operative society being formed earlier than the Promoter deal with or dispose off all the premises in the Building on the Plot A then in that event any allottee/s or purchaser/s of premises from Promoter shall be admitted to such co-operative society on being called upon by Promoter without payment of any premium or any additional charges save and except ₹ 500/- towards subscription of share and ₹ 200/- towards entrance fees and such allottee/ purchaser or transferee thereof shall not be discriminated or treated prejudicially by the members of such co-operative society.

9. **ASSIGNMENT OF LAND**

9.1. It is agreed that the Allottee/s shall be bound by the terms of the Lease Deed, the rules and bye-laws of the proposed Society. It is, however, expressly agreed that the right, title and interest of the Promoter in the Premises shall be transferred, assigned in favour of the Allottee/s Proposed Society only on condition that the Allottee/s and the other allottees of different Premises strictly performed the terms and conditions of this Agreement and pay to the Promoter all the amount due and payable under this Agreement.

9.2. Nothing contained in these presents shall be construed to confer upon the Allottee/s any right, title or interest of any kind whatsoever into or over the Building or any part thereof or Plot A and such conference shall take place only upon execution of Deed of Assignment or any other documents for transfer to assign the Plot A together with Building in favour of co-operative society as provided hereinabove.

9.3. The Advocates and Solicitors of the Promoter shall prepare and/or approve the Deed of Assignment and all other documents to be executed in pursuance of this Agreement as also the bye-laws in connection with the formation, registration and/or incorporation of the co-operative society as provided hereinabove. All costs, charges and expenses in connection with the preparation and execution of the Deed of Assignment and other documents in pursuance of this Agreement and the formation,

registration or incorporation of co-operative society shall be borne and paid by all the Allottee/s of apartments/units in the Building in proportion to the respective area of their respective apartment or premises and/or by the co-operative society as the case may be. The Allottee/s hereby agree and understand that the execution of the Deed of Assignment in favour of the Society is the sole responsibility of the Promoter and the Allottee/s hereby agree and undertake that the Allottee/s shall not hold the Development Manager responsible for the same nor shall the Allottee/s raise any claim or demand against the Development Manager in respect of execution of Deed of Assignment in favour of the Society.

9.4. At least 15 (fifteen) days prior to the time of registration of Deed of Assignment of the Building constructed on Plot A as provided herein, the Allottee/s shall pay to the Promoter the Allottee/s's share of stamp duty and registration charges and all other costs of and incidental thereto payable, if any, by the co-operative society on the conveyance or any document or instrument of transfer of the said Unit together with said Building constructed thereon to be executed in favour of the co-operative society as provided hereinabove.

9.5. Until execution of Deed of Assignment of the Building, the Promoter herein shall have a right, if so permitted by the concerned authorities, to make additions to the Building and to put up additional storeys on the Building and such additional storeys/floors shall be the property of Promoter. The Promoter shall be entitled to dispose-off such additional storeys/floors in such manner as they may deem fit and proper. Similarly until execution of such Conveyance, Promoter shall if so permitted by the Concerned Authorities and/or if Promoter shall so desire they shall be entitled to construct additional structures on the Plot A or any portion or portions thereof and the Promoter shall be entitled to dispose-off the premises in such additional structures as they may deem fit and proper. The rights of the Allottee/s shall be confined only in respect of the Apartment and the structure (i.e. the Building in which the Apartment is located) and Allottee/s and/or the society formed of the allottees/ purchasers of the premises in the Building shall have no right on any other portion of the Plot A and/or the buildings constructed and/or to be constructed thereon. It is expressly agreed and confirmed by the Allottee/s that the right of Promoter to construct the additional structures on Plot A or to put up additional floors on the Building now under construction is an integral part of this contract for the sale of the Apartment to the Allottee/s and the Allottee/s hereby expressly agrees that he/she/they will not in any manner object to the Promoter constructing such additional structures or carrying out

any additional construction work on the Building or to Promoter carrying any additional construction work on the Plot A or on any portion or portions thereof. The Allottee/s hereby gives his/her/their irrevocable consent to the Promoter for carrying out construction of additional storeys and additional structures as aforesaid. All such additional construction shall be carried out in accordance with and in conformity with the building plans as may be approved by the concerned authorities.

10. **COVENANTS OF THE ALLOTTEE/S**

The Allottee/s for himself/herself/themselves with intention to bind all persons unto whosoever's hands the Apartment may come doth hereby covenant with the Promoter as follows

- a. The Allottee/s is/are fully aware that the said Larger Land falls within the Oshiwara District Centre Planning Proposals as notified by the Government of Maharashtra, for which MMRDA has been appointed as a Special Planning Authority.
- b. The Allottee/s agree/s to comply with and to be bound by the terms and conditions of the Lease Deed.
- c. The Allottee/s shall use the Apartment or any part thereof or permit the same to be used only for the purpose of residence or for such other purpose that may be permitted by the concerned local authority. The Allottee/s shall use the said Parking Space, if any, allotted to him/her/them alongwith the Apartment for the purpose of parking his/her/their own vehicle only. The Allottee/s shall not use the Apartment for any such purpose which may or is likely to cause nuisance or annoyance to the occupiers of the neighbouring premises nor for any illegal or immoral purpose. The Allottee/s agrees not to change the user of the Apartment without obtaining prior consent of Promoter in writing.
- d. The Allottee/s have agreed to purchase the Premises based on going through all the conditions as stated in these sanctioned plans by the respective competent authorities and have further confirmed that all such conditions shall be strictly abided by the Allottee/s.
- e. The Allottee/s has been shown the conditions of contracts with the vendors/ contractors/ manufacturers and workmanship and quality of products/fittings and fixtures as agreed between the Promoter and the vendors and on independently verifying the same are aware of the limitations, usage policies and maintenance of the installed items , fixtures and fittings, the Allottee/s have/has now agreed to the

same as conditions mentioned in these contracts and that the Allottee/s agrees to abide by the same failure of which shall absolve the Promoter to that extent .

- f. The Allottee/s shall maintain the Apartment at the Allottee/s's own cost in good and tenantable repair and conditions from the date on which possession of the Apartment is taken and shall not do or suffered to be done anything in or to the the Building or any part or wing thereof, its staircase or its passages which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change or alter or make addition in or Wing in which the Apartment is situated and the Apartment itself or any part thereof.
- g. It is expressly agreed that the right of the Allottee/s under this Agreement is only restricted to the Apartment agreed to be sold by the Promoter and agreed to be acquired by the Allottee/s and all the other premises and portion or portions of the Plot A including the Layout area including roads, recreation ground etc. shall be the sole property of the Promoter until the same is conveyed to the Society and the Promoter shall be entitled to develop the same in the manner deemed fit by them. The Allottee/s doth hereby confirms and consents to the irrevocable right of the Promoter to develop the Phase I Project in the manner deemed fit by the Promoter.
- h. The Allottee/s shall not store in the Apartment any goods which may be of hazardous, combustible or dangerous nature or which are so heavy as to damage the construction or structure of the Building or storing of such goods is objected by the concerned local or any other authority and shall not carry or cause to be carried any heavy packages which may damage or is likely to damage the staircase, common passages or any other structures of the Wing B of the Building or any part thereof including its entrances. In case any damage is caused to the Building or the Apartment on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be solely liable for the consequences of the breaches.
- i. The Allottee/s shall carry out at his own cost all internal repairs to the Apartment and maintain the Apartment in the same conditions, state and order in which it was delivered to the Allottee/s and shall not do or suffer to be done anything in or to the Building or the Apartment which may contravene the rules and regulations and bye-laws of the concerned local authority or any other public authority. In the event of the Allottee/s committing any act in contravention of the above provisions the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- j. The Allottee/s shall not demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Apartment or any part thereof nor any alteration in the elevation and outside colour scheme of the Building and shall keep the portion, sewers, drains, pipes of the Apartment and appurtenances thereto in good and tenantable repairs and conditions and in particular so as to support, shelter and protect the other parts of the Building and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C. pardsis or other structural members of the Apartment without the prior written permission of Promoter and/or such co-operative society.
- k. It is agreed that Promoter shall be entitled without affecting the rights of the Allottee/s to the Apartment including the area thereof to revise the building plans in respect of the Building and the Allottee/s hereby irrevocably consent to the right of Promoter to modify the building plans in respect of the Phase I Project and Building from time to time.
- l. The Allottee/s shall at no time demand partition of his/her/their interest in the Building and/or Plot A. It is being hereby agreed and declared by the Allottee/s that his/her/their interest in the Building and the Plot A is impartible.
- m. The Allottee/s shall have no claim save and except in respect of the particular Apartment, common areas and facilities and limited common areas and facilities hereby agreed to be acquired i.e. all other areas including stilt, open spaces, lobbies, staircase etc. and unutilized F.S.I., if any or the F.S.I. that may be granted MMRDA and the Building contemplated to be built as aforesaid will remain the property of Promoter until the Plot A with the building is transferred to the co-operative society as provided hereinabove subject to the rights of the Promoter as contained in this Agreement.
- n. The Allottee/s shall not do or permit to be done any act or things which may render void or voidable any insurance of Wing B of the Building and the Building or any part thereof or whereby any increased premium become payable in respect of such insurance.
- o. The Allottee/s shall not decorate the exterior of the Apartment otherwise than in a manner agreed to with Promoter under this Agreement.

- p. The Allottee/s shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Apartment in the compound or any portion of the Wing B of the Building or any other part of the Building.
- q. 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 public authority on account of change of user of the Apartment by the Allottee/s viz. user for any purposes other than for residential purpose.
- r. The Allottee/s shall not let, sub-let, transfer, assign or part with the Allottee/s's interest or benefit under this Agreement or part with the possession of the Apartment (a) until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid and only if the Allottee/s have not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has intimated in writing to Promoter and has obtained permission to that effect in writing from the Promoter and (b) without previous written consent of the Metropolitan Commissioner. The Allottee/s agree/s and understand/s that such consent of the Metropolitan Commissioner (MMRDA) may be granted by the Metropolitan Commissioner (MMRDA) subject to payment by the Allottee/s of a sum equal to 10% of the stamp duty chargeable on the instrument of intended transfer under the provisions of Maharashtra Stamp Act, 1958 or such amount as may be demanded by the Metropolitan Commissioner (MMRDA) and further subject to such conditions as the Metropolitan Commissioner (MMRDA) may impose in public interest. This clause shall be applicable to every subsequent transfer.
- s. The Allottee/s shall observe and perform all the rules and regulations which the co-operative society 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 Building and flats therein and for the observance and performance of the building rules, regulation 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 co-operative society regarding the occupation and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.



- t. The Allottee/s hereby agrees and confirms that the Promoter at it's own discretion shall be entitle to construct residential premises with or without terrace, garden house along with one or more terraces and/or garden house, pent house with or without open terraces attached thereto which the Promoter shall be entitle to sell to the prospective allottee/s / purchaser/s along with right to use adjacent one or more terraces. The Allottee/s hereby agrees for not to object for the use of such adjacent one or more terraces exclusively by the prospective purchaser(s) of such terrace flat, pent house or garden house. However in the event of overhead tank, lift machine room or any other essential services are being constructed or laid within any of the terraces adjacent to such garden house, pent house, terrace flat or path or access passing through such terraces adjacent to such garden house, pent house, terrace flat, in such case the Society shall be entitle to depute it's representative to go to such terraces or pass through such terraces for check-up, upkeep and or for carrying out repair and maintenance of overhead tank, lift machine room or any other services, at all reasonable time and/or during such time as may be usually agreed upon by the purchaser(s) of such terrace flat, pent house or garden house.
- u. Till a deed of assignment of the Building is executed in favour of the co-operative society by the Promoter as provided hereinabove, the Allottee/s shall permit the Promoter and it's surveyors and agents with or without workmen and others, at all reasonable times, to enter into and upon the Apartment, the Building and Wing B or any part thereof to view and examine the state and conditions thereof as also for making, maintaining, repairing, improving, replacing, rebuilding, cleaning, lighting and keeping in order and good condition and infrastructural facilities as also services, drains, pipes, cables, water connections, electric connections, wires, part structures and other conveniences belonging to or serving the Apartment or the Building/Wing B in which the Apartment is located and for the purpose of laying down, maintaining, repairing, testing, drainage lines, water pipes and electric wires and for similar purposes.
- v. The Allottee/s shall be bound to sign, execute and deliver all documents, deeds, writings, forms and papers and to do all other things, as the Promoter may require him to do from time to time in this behalf for safeguarding the interest of the Society to be formed by the purchasers of various apartments, the Building and other premises and the persons acquiring the other flats and other premises and for effectively carrying out the provisions of this Agreement.

- w. Notwithstanding anything contained in this Agreement, the Allottee/s hereby agrees to contribute/to pay his proportionate share towards the costs, charges, expenses, municipal taxes and outgoings in respect of the said and such share shall be determined by the Promoter herein having regard to the area of the Apartment.
- x. In the event the Allottee/s are desirous of transferring the Apartment to any Third Party then in addition to compliance with the terms of this Agreement the Allottee/s shall
- i. has/have provided in writing all the details of the third person to whom the Purchaser/s intends to sell the Apartment (hereinafter referred to as “**Prospective Purchaser**”) and the same has been verified to the satisfaction of the Promoter.
  - ii. The Prospective Purchaser/s has paid to the Promoter the entire consideration as mentioned in this Agreement.
  - iii. The Prospective Purchaser/s is ready and willing to pay to the Promoter the Transfer Charges as may be levied by the Promoter.
  - iv. The Prospective Purchaser is ready and willing to execute a Tri- Partite Agreement with the Purchaser/s and the Promoter (the draft of which shall be provided by the Promoter) inter-alia confirming that the Prospective Purchaser shall replace the Purchaser in this Agreement and be bound by all terms and conditions written hereunder.

11. **BRAND NAME & PROJECT NAME:**

It is specifically agreed that the Building shall always be known as ‘**INTEGRATED RAMICON**’ and the name of the co-operative society shall always be known as ‘**INTEGRATED RAMICON CO-OPERATIVE HOUSING SOCIETY LTD.**’ and the same shall not be changed without the written permission of Promoter.

It is agreed by the Allottee/s that the name of the Entire Project “**INTEGRATED RAMICON**” may be changed at the sole discretion of the Promoter through the Development Manager in accordance to the Applicable Laws. It is further agreed by the Allottee/s that the association of the brand name “**Ground Holding**” (including its registered logo form) or a combination of words with prefix of (“**Brand Name**”) shall at all times be subject to the sole

control of the Development Manager of this Entire Project till the time of Project Completion (*as defined in the Development Management Agreement*) and/or till the Development Management Agreement between the Promoter and the Development Manager continues to remain subsisting and in force. It is agreed and accepted by the Allottee/s that the Brand Name shall always be used in the form in which it is registered with the concerned authorities and the colour combination, the design, the appearance shall not be changed under any circumstances, unless the Promoter through the Development Manager has itself informed in writing about any change in the logo/Brand Name. It is further agreed that the association of the Brand Name shall not, under any circumstances, be construed as a license or any other interest granted to any person in the Brand Name and all intellectual property rights in and arising out of or connected with the Brand Name and ownership of the Brand Name shall at all times vest in and be held exclusively by the Brand Owner. The Allottee/s further agree/s to not use the Brand Name and/ or any intellectual property in the Brand Name in any manner and for any purpose whatsoever except as otherwise permitted by the Promoter through the Development Manager. The Allottee/s and the Society of the Allottee/s shall not be entitled to change the name of the Entire Project / said Building/s without written consent of the Promoter and/or Development Manager.

12. This Agreement shall always be subject to the provisions of RERA and the rules made thereunder.

13. **WAIVER**

Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee/s by the Promoter shall not be construed as a waiver on the part of Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee/s nor shall the same in any manner prejudice the rights of the Promoter.

14. **SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the 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 Act or the Rules and Regulations made thereunder or the

applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

15. **RIGHTS TO AMEND**

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

16. **AUTHORISATION:**

By a Resolution passed in the Board of Directors meeting held on **23<sup>rd</sup> Aug. 2022**, Shri Nainesh Satra and Shri Nishit K. Savla being the Directors of the Company has been authorized to sign either jointly or severally this Agreement, letters and other necessary papers and documents for and on behalf of the company. The copy of the resolution passed in the Board of Directors Meeting held on **23<sup>rd</sup> Aug. 2022** is annexed hereto and marked as “**Annexure J**”.

17. **PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the Allottee and the Promoter/s through its authorised signatory at the Site Office. This Agreement shall be deemed to have been executed at Mumbai.

18. **ORIGINAL AGREEMENT**

The Original agreement hereof shall remain with the Allottee/s. The Allottee/s shall present this Agreement with concern Sub Registrar of Assurance for registration within time limit prescribed under the Registration Act, 1908 and intimate the Promoter and the Promoter shall attend such Sub Registrar of Assurance’s office and admit execution hereof upon receipt of an intimation of being lodged for registration from the Allottee/s.

19. **STAMP DUTY AND REGISTRATION**

All costs, charges and expenses including registration charges of this Agreement shall be borne and paid by the Allottee/s alone. The Allottee/s is fully aware of the provisions of Maharashtra Stamp Act, 1958 and the amendments since the Maharashtra Stamp Act, 1958 was enacted. Stamp duty with respect to this Agreement shall be borne and paid by the Promoter.

20. **NOTICES**

20.1. All notices to be served on the Allottee/s as contemplated by this Agreement, shall be deemed to have been duly served, if sent to the Allottee/s by registered post acknowledgement due, and/or under certificate of posting and/or speed post and/or email at his/her/their/its address/es as specified in Third Schedule herein, and shall duly and effectually discharge the Promoter, and shall be deemed to have been received by the Apartment Allottee/s. The Allottee/s agrees to inform the Promoter in writing of any change in the mailing addresses as mentioned herein. In case of joint allottee/s all the communications shall be addressed by the Promoter to the first named Allottee under this Agreement. All communications addressed by the Promoter 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 Allottee/s;

20.2. Any correspondence from or on behalf of the Allottee/s addressed to the Promoter shall be considered as duly served and acceptable only if such correspondence or communication has been done through or by registered post acknowledgement due, and/or under certificate of posting and/or speed post sent to the address of the Promoter as specified under this Agreement. It is further informed that save and accept correspondence or communication done in the manner as stated hereinabove, no other mode of communication or correspondence like electronic mail shall be considered as legally binding between the parties, unless it is addressed to [crm\\_ramicon@groupintegrated.in](mailto:crm_ramicon@groupintegrated.in) and not any other email ID.

21. **NOMINEE:**

The Allottee/s hereby has nominated \_\_\_\_\_ being the Husband of the Allottee/s as his/her/their nominee who will be entitle to take physical possession of the Premises and or to comply with the obligation of this agreement in the event of death of the Allottee/s prior to taking over physical possession of the Premises and/or prior to formation of the Society of Allottee/s who has been allotted premises. However, during this period it is specifically agreed between the parties hereto that the Allottee/s shall be entitle to change the nomination at any time by giving notice to the Promoter in writing to that effect and or his/her/their nominee or legal heirs shall be further entitle to nominate their nominee/s in the event of death of Allottee/s and/or such nominee/s nominated by the Allottee/s.

22. **GOVERNING LAW:**

- a. All disputes or differences whatsoever which may at any time hereafter (whether during the continuance of this Agreement or upon or after its discharge or determination) arise between the parties hereto or their respective successors-in-title and permitted assigns touching or concerning this Agreement or its construction or effect or as to the rights, duties, obligations and liabilities of the parties hereto or either of them under it by virtue of this Agreement or otherwise or as to any other matter in any way connected with or arising out of in relation to the subject matter of this Agreement shall as far as possible be settled amicably by the parties. In case of failure of the parties to settle the dispute amicably, then the same shall be referred to a sole arbitrator as appointed by the Lender in writing. The sole arbitrator so appointed by the Lender shall be entitled to hear, entertain, adjudicate and give necessary direction or pass necessary injunction/ award and the same shall be binding on the parties. The venue/place of sitting of arbitration proceedings shall be Mumbai only and the language of arbitration proceeding shall be English language only.
- b. Subject to what is mentioned clause 23 (a) above, this Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in Mumbai City, and the Courts of Competent Jurisdiction in Mumbai will have exclusive jurisdiction with respect to all the matters pertaining to this Agreement.

23. **BINDING AGREEMENT:**

- a. The Allottee/s hereby declares that the Allottee/s has gone through this Agreement and all the documents related to the Entire Project and the Premises. The Allottee/s has/have expressly understood the contents, terms and conditions mentioned in the documents relation to Entire Project as well as this Agreement and have also taken legal advice from their Advocate and Solicitor in relation thereto. The Allottee/s after being fully satisfied with all of the above has entered into this Agreement;
- b. The Parties hereto confirm that this Agreement constitutes the full agreement between the Parties and supersedes all previous agreements, arrangements, understanding, writings, allotment letters, brochures and/ or other documents entered into, executed and/or provided which are contrary to and/or inconsistent with the provisions, terms and conditions of this Agreement.

**IN WITNESS WHEREOF** the Promoter and the Allottee/s has hereto have hereunto set and subscribed his/her/their hands on the day and year first hereinabove written.

**THE FIRST SCHEDULE HEREINABOVE REFERRED TO:**  
**(AS THE 'LARGER LAND')**

ALL THAT pieces and parcels of land bearing City Survey No.57 forming part of Survey No. 2, Hissa No. 1 in all admeasuring 7599.00 Square Meter as per Property Register Card situated, laying and being at Off: Ram Mandir Road, Oshiwara District Center, Oshiwara (West) in the revenue Village of : Goregaon, Taluka : Borivali, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban within the limits of Municipal Corporation of Greater Mumbai and bounded as follows :-

On or towards East	:	Western Railway Boundary
On or towards West	:	Property bearing C.T.S.No46 & 58
On or towards North	:	Property bearing C.T.S.No. 46
On or towards South	:	Property bearing C.T.S.No73, 76, 77 & 86

**THE SECOND SCHEDULE HEREINABOVE REFERRED TO**  
**AS THE SAID LARGER LAND:**

**FIRSTLY**

**Description of Plot C**

All that piece and parcel of land bearing CTS No. 57C forming part of Survey No. 2(Part), Hissa No. 1(Part), admeasuring 3,285.82 square meters or thereabout acquired by MMRDA for implementation of 25 meters wide DP Road passing through CTS No. 46 to CTS Nos. 73, 76, 77 and 86, and 35 meters wide DP Road passing from Western Rail Boundary to CTS No. 46 and 58 situate, lying and being at Off Ram Mandir Road, Oshiwara District Centre, Oshiwara (West) in the revenue village of Goregaon, Taluka Borivali in the Registration District and Sub-District of Mumbai City and Mumbai Suburban within the limits of the Municipal Corporation of Greater Mumbai and bounded as follows:

On or towards East	:	Western Railway Boundary
On or towards West	:	Property bearing CTS No. 57 A and 77
On or towards North	:	Property bearing CTS No. 46 and 58
On or towards South	:	Property bearing CTS No. 79, 86 and 57B

**SECONDLY**

(Description of “Plot A”)

All that piece and parcel of land bearing CTS No. 57A forming part of Survey No. 2(Part), Hissa No. 1(Part), admeasuring 3,983.37 square meters or thereabout with any structures standing thereon situate, lying and being at Off Ram Mandir Road, Oshiwara District Center, Oshiwara (West) in the revenue village of Goregaon, Taluka Borivali in the Registration District and Sub-District of Mumbai City and Mumbai Suburban within the limits of the Municipal Corporation of Greater Mumbai and shown in black thick border on the Plan annexed hereto as “Annexure A” and bounded as follows:

On or towards East	:	Junction of proposed 25 meters and 35 meters wide DP Road
On or towards West	:	Property bearing CTS No. 46 and 58
On or towards North	:	Property bearing CTS No. 46
On or towards South	:	Property bearing CTS Nos. 73, 76 and 77

**THIRDLY**

**Description of Plot B .**

ALL THAT piece or parcel of land bearing CTS No. 57B forming part of Survey No. 2, Hissa No. 1 admeasuring 329.81 sq. mtrs. or thereabout with the structures standing thereon, situated, lying and being at Ram Mandir Road, Oshiwara District Centre, Oshiwara (West) in the revenue village of Goregaon, Taluka Borivali, in the registration district and Sub-District of Mumbai Suburban within the limits of the Municipal Corporation of Greater Mumbai and bounded as follows:

On or towards East	:	Western Railway Boundary
On or towards West	:	CTS No. 86
On or towards North	:	CTS No. 57C
On or towards South	:	CTS No. 86



**THE THIRD SCHEDULE HEREINABOVE REFERRED TO**  
(Meaning of the Term and Expression as defined in this Agreement)

Sr. No.	Terms and Expressions	Meaning and Description
1	Date of Agreement	
2	Name, Address and Email ID of Allottee/s	Name: <b>Mr. /Mrs.</b> _____ Address: _____ Email: _____
3	Apartment	A Residential unit being apartment bearing No. _____ on _____ floor in Wing 'B' admeasuring _____ square feet RERA Carpet Area in building known as <b>INTEGRATED RAMICON</b> to be constructed on a portion of Larger Land mentioned hereinabove.
4	Use of the Premise	Residence
5	Parking Space	Right to use 0 ( <b>Zero</b> ) <b>Car Parking Space</b> in puzzle car park (being incidental to the Apartment free of cost) located in building known as <b>INTEGRATED RAMICON</b>
6	Sale Consideration/ Sale Price for the Premises	₹. _____ /- ( <b>Rupees</b> _____ <b>Only</b> )
7	Earnest Money	₹. _____ /- ( <b>Rupees</b> _____ <b>Only</b> )
8	RERA Account Details	Integrated Affordable Home Private Limited Collection Account - Escrow Account No. 2714064392
9	Lender	BANK
10	PAN Nos.	(a) Promoter: <b>AAGCI4242P</b> (b) Allottee/s: (i) <b>Mr.</b> _____ – _____ (ii) <b>Ms.</b> _____ – _____

**THE FOURTH SCHEDULE HEREINABOVE REFERRED TO :**

**Payment Schedule of Sale Price**

The Sale Price of ₹. /- (**Rupees** \_\_\_\_\_ **Only**) payable by the Allottee/s in instalments against the following milestones:

Sr.	Time for Payment		Amount
1	On Booking Amount	10%	₹. _____/-
2	Balance Within 7 days of booking	10%	₹. _____/-
3	On completion of 1 <sup>st</sup> slab	30%	₹. _____/-
4	On completion of 20 <sup>th</sup> slab	20%	₹. _____/-
5	On Fit out of Lift	25%	₹. _____/-
6	On OC	5%	₹. _____/-
	<b>TOTAL</b>	<b>100%</b>	₹. _____/-

**THE FIFTH SCHEDULE HEREINABOVE REFERRED TO :**

**CONSTRUCTION SPECIFICATION AND AMENITIES**

- (1) Vitrified Tile flooring in living, dining, passage, Kitchen & all bedrooms
- (2) Vitrified / Ceramic tile dado in Kitchen.
- (3) Vitrified / Ceramic tile flooring & Dado in all Toilets
- (4) Granite kitchen platform & additional service platform
- (5) Aluminium glass window
- (6) Laminated finished Main, Bedroom & Toilet doors.
- (7) Gypsum Finished internal walls with paint.
- (8) Video door phone and intercom facility in all units
- (9) Branded Stainless steel single bowl with sink spout.
- (10) Premium sanitary and CP fittings in all Toilets
- (11) Light points with branded switches, sockets & wiring.
- (12) Provision for 15A points for Air-conditioning in Living & Bedrooms.
- (13) Sprinkler system in all Apartments
- (14) Kitchen equipped with pipe gas.
- (15) Provision for Exhaust fan in Kitchen & All Toilets

**THE SIXTH SCHEDULE HEREINABOVE REFERRED TO :**

**COMMON AREAS AND FACILITIES OF THE WING B**

Proportionate equal right to the immediate area abutting the main door after the landing on the said floor of the Apartment (save and except parking space/garage).

Pro-rata right along with all allottee/s /purchasers of the Apartment in common areas and facilities i.e. to say :-

- (1) Staircase
- (2) Staircase Landing
- (3) Entrance Lobby
- (4) Drop offs Elevators, and lift lobby

- (5) Refuge area
- (6) Meter room
- (7) Space for letter box

**THE SEVENTH SCHEDULE ABOVE REFERRED TO:**

**MONTHLY OUTGOING AND MAINTENANCE CHARGES**

- 1) The expenses of maintaining, repairing, redecorating etc. of the building, the main entrance, passages, landings, staircase of the building, the boundary walls of the building, compound, terrace etc. as enjoyed by the Allottee/s used by him in common with the other Allottees.
- 2) The expenses of maintaining, repairing the terrace, gutters, rain water pipes of the buildings, water pumps water pipes, lift and electric wires in, under or upon the said building and as enjoyed by the Allottee/s used by him in common with the other Allottee/s.
- 3) The cost of cleaning and lighting the passages, water pump, landings, staircase, lift, common lights and other parts of the said building used by the Allottee/s in common as aforesaid.
- 4) The cost of the salaries of clerks, bill collectors, liftman, chowkidars, pump man, sweepers etc.
- 5) The cost of working and maintenance of common light, water pump, lift and other service charges.
- 6) Deposits for the said building's water meter, electric meter, sewer line, etc.
- 7) Municipal and other taxes such as house tax, water charges, common electricity charges, bills, cess, levy, land revenue N.A. Taxes etc.
- 8) Insurance of the said building.
- 9) The maintenance charges, cost, expenses and amounts required for maintenance of street light, sewer line, storm water drain, water lines, internal roads.
- 10) Such other expense as are necessary or incidental for the maintenance and up keep of the said building and the said Common Area.

**THE EIGHTH SCHEDULE ABOVE REFERRED TO:**

**PROJECT COMMON AREAS & AMENITIES**

- (1) Family Pool and Kid's Pool
- (2) Landscaped areas and children's play area
- (3) Gymnasium
- (4) Yoga/Meditation area
- (5) Activity area
- (6) Banquet Hall
- (7) Rain water harvesting system, water tanks and sewage treatment plant (STP)
- (8) OWC (Organic waste converter)
- (9) Piped Gas connection
- (10) Multi-tier safety and security system.
- (11) Firefighting systems
- (12) Building's designed for earthquake loads as per applicable IS. Code
- (13) CCTV for monitoring designated common areas
- (14) Sprinkler system
- (15) Public address system
- (16) Society office
- (17) Joggers Track
- (18) Cricket Net Practice
- (19) Outdoor Gym
- (20) Viewing Deck
- (21) Senior Citizen Area



## R E C E I P T

<b>RECEIVED</b> of and from the within named Allottee/s on or before execution hereof being the part/full consideration to be paid to us as within mentioned:					
Sr. No.	Cheque/RTGS/NEFT No.	Date	Bank Name	Branch	Amount in ₹
1					₹. _____/-
2					₹. _____/-
<b>(Total: ₹. _____/- (Rupees Only))</b>					

Witnesses:

1.

2.

WE SAY RECEIVED

For **Integrated Affordable Home Private  
Limited**

**Director**