

W.E.F 28<sup>th</sup> November 2023

**AGREEMENT FOR SALE**

This **AGREEMENT FOR SALE** made at Mumbai, this \_\_\_\_\_ day of \_\_\_\_\_, in the year Two Thousand and \_\_\_\_\_.

**BETWEEN**

**ALDER RESIDENCY PRIVATE LIMITED** (incorporated, and originally known, as Arman Villas Pvt Ltd and now known as Alder Residency Private Limited as per the Fresh Certificate Of Incorporation Consequent Upon Change Of Name dated 13<sup>th</sup> July, 2021 issued by the office of the Registrar of Companies, Maharashtra, Mumbai, a company incorporated and registered under the provisions of the Companies Act, 1956 and now governed by the provisions of the Companies Act, 2013, having its registered office at 101, Kalpataru Synergy, Opposite Grand Hyatt, Santacruz (East), Mumbai – 400 055, hereinafter referred to as the “**Promoter**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **One Part**,

**AND**

Mr/Mrs/Miss/M/s \_\_\_\_\_ residing / having its address at \_\_\_\_\_ and assessed to income tax under permanent account number (PAN) \_\_\_\_\_, hereinafter referred to as the “Allottee(s)” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include (a) in case of an Individual, such individual’s heirs, executors, administrators and assigns; (b) in case of a partnership firm, its partners for the time being, the survivors or the last survivor of them and legal heirs, executors, administrators or the permitted assigns of such last survivor of them; (c) In case of a company or a body corporate or juristic entity, and (d) in case of trust, the trustees for the time being and from time to time of the trust; and the survivors or survivor of them and its/their successors and permitted assigns), of the Other Part.

The Promoter and the Allottee/s are hereinafter, wherever the context may so require, individually referred to as “**Party**” and collectively referred to as “**Parties**”.

**WHEREAS:**

- A. By diverse mesne assignments and acts in law, and ultimately by and under the deeds and writings as set out in the statement annexed hereto and marked **Annexure ‘A’**, the Promoter is the entitled to (including to develop) freehold land bearing CTS No.33/A, CTS No.62CTS No.76, totally admeasuring approximately 25060.70 square meters (as the Property Card extracts), situate, lying and being of Village Majas at Jogeshwari (East), Mumbai, hereinafter referred to as the “**said Larger**

**Land**". Photocopy of the Property Card in respect of the said Larger Land is annexed hereto and marked **Annexure 'B'**. A portion of the said Larger Land was Industrial later converted to adjoining pre-dominant zone which is residential. Now the entire said Larger Land is for residential user.

- B. The said Larger Land is affected by the following reservations that is (i) widening of 13.40 M wide road, (ii) proposed D.P.Road (12.2 M), (iii) proposed road widening of 18.30 M road, (iv) Reservation of RAM (amenity space) and (v) amenity space plots as per the provisions of DCPR 2034 (hereinafter collectively referred to as the **"Reservations"**, which includes any reservations from time to time as may affect the said Larger Land, and/or as may be shifted or altered from time to time). The Promoter has, in respect of the said Larger Land carved out the Reservations applicable thereto, that have been, or shall be, handed over to the Municipal Corporation of Greater Mumbai (hereinafter referred to as the **"MCGM"**).
- C. A portion of the said Larger Land admeasuring about 333.740 square meters is encroached, however the same is not affecting the use, occupation, possession and development of the said Larger Land. The aforesaid encroachment as and when released shall continue to be a part of the said Larger Land and the Promoter shall be entitled to all the benefits thereof including raising of additional floors / wings in the Whole Project (defined below) or develop the same as it deem fit and proper.
- D. A nalla is passing through the said Larger Land.
- E. The Promoter intends to develop a portion of the said Larger Land, admeasuring approximately 22661.728 square meters, more particularly described in the **First Schedule** hereunder written and shown in black boundary line on the proposed layout plan annexed hereto and marked **Annexure 'C'** (hereinafter referred to as the **"Whole Project Land"**), by constructing thereon, in phases, a residential complex to be known as **"Kalpataru Vivant"** (hereinafter referred to as the **"Whole Project"**) proposed to comprise, as per approvals, of two (2) buildings namely North Ridge i.e. Building No.1 having six (6) Wings viz Wing A to F and the South Ridge i.e. Building No.2 having five (5) Wings viz Wing A to E (Collectively hereinafter referred to as **"the Buildings"**). All the wings i.e. all the six (6) wings of the North Ridge i.e. Building No.1 shall each as currently proposed comprise of two (2) level basement + ground/stilt + one floor podium + 2<sup>nd</sup> to 3<sup>rd</sup> floor amenity/podium + level of podium + 4<sup>th</sup> to 22<sup>nd</sup> upper habitable floors and the South Ridge i.e. Building No.2's Wing A, B, C & E shall each as currently proposed comprise of three (3) level basements + ground/stilt + first floor/podium/amenity + 2<sup>nd</sup> to 22<sup>nd</sup> upper habitable floors. All the wings i.e. all the six (6) of the North Ridge i.e. Building No.1 and the South Ridge i.e. Building No.2's Wing A, B, C and E shall be for free sale by the Promoter as it deems fit and proper.
- F. Each of the Wing(s) in the Whole Project shall be registered under RERA (as defined hereunder) by the Promoter separately as a standalone Project. There shall be one common Entity & Organisation (as defined hereinafter) of both the Buildings in the Whole Project. The apartments and the vehicle parking spaces in the Whole Project are hereinafter collectively referred to as the **"Premises"**.
- G. The Wing D of South Ridge i.e. Building No.2 is proposed to comprise of three (3) level basement + ground/stilt + first floor, podium, amenity + 2<sup>nd</sup> to 21<sup>st</sup> upper habitable floors, shall be the building for Inclusive Housing, and shall be handed over by the Promoter to the concerned public authorities as per the provisions of DCPR 2034 as amended from time to time.
- H. The Promoter shall exclusively own, hold and enjoy, the entire current, enhanced, future and estimated/projected/envisaged FSI/FAR, premium/ paid FSI, fungible FSI, incentive/ additional/ compensatory FSI, floating FSI, DR, TDR, and other development potential, benefits, potential, yield, and/or advantages, and/or as may

be available on any account whatsoever, and/or any other rights and/or benefits of any nature whatsoever, and by whatever name called or may be, available, or acquired, under any Applicable Law (defined hereinafter), or otherwise howsoever, including by way of hand over and/or transfer, to any concerned authority/ies or other persons, of any or all of the Reservations, amenity spaces, set-back areas or any other part/s of the Whole Project Land (hereinafter collectively referred to as “**Development Potential**”). The areas that shall or may be available, with or without payment of any premium/charges, to be utilised in (a) open/ enclosed/ dry/ utility balconies and exclusive terraces, cupboard niches, (b) limited common areas & amenities, (c) common areas & amenities and (d) vehicle parking spaces, shall be in addition to Development Potential and are hereinafter referred to as “**Additional Areas**”.

- I. One of the aforesaid phases of the development of the Whole Project is the development and construction of Wing A of North Ridge i.e. Building No.1 named as “**Kalpataru Vivant North Wing A**”, currently proposed upto twenty (20) habitable floors and proposed to comprise of two (2) level basement + one (1) plinth + three (3) podium + one (1) stilt, together with the limited common areas and amenities attributable thereto as described in Part A of the Statement annexed hereto and marked **Annexure ‘D’** (hereinafter referred to as the “**Limited Common Areas & Amenities**”) The development and construction of Kalpataru Vivant North Wing A together with the Limited Common Areas & Amenities is hereinafter referred to as the “**Project**”. The development and construction of the wings other than the Project, as referred to in recital (E) and the limited common areas and amenities respectively attributable thereto are hereinafter collectively referred to as the “**Balance Projects**”. The term “**Project Land**” means a portion of the Larger Land bearing CTS No.33A admeasuring approximately 727 square meters i.e. the plinth area along with balcony area of structure of the Project, and is more particularly described in the **Second Schedule** hereunder written and shown in hatched lines on the proposed layout plan annexed hereto and marked **Annexure ‘C’**. The Allottee/s have been informed that the Promoter is proposing to amend the plans of the Project due to architectural and structural reasons, by way of addition of balcony/balconies in the few apartments, and have been shown and explained the revised/proposed plans/layout/floor plans uploaded on the MahaRERA Portal. Further the Allottee/s have been informed that there will be certain changes in the elevation of the Project and other consequential amendments as may be required including minor changes/variation in the final approved Carpet Area (RERA) of the Allottee/s Apartment, which will not be more than the variance as mentioned in clause 5.5 hereinbelow. The Parties hereby agrees and acknowledges that the Promoter shall, as required from time to time, obtain requisite consent from the Allottee/s and other allottees as envisaged in Section 14 of the RERA.
- J. As a part of the Whole Project the Promoter also intends to develop and construct various areas, amenities, utilities intended for the common use of, inter alia, the allottee/s, purchasers and occupants from time to time of Premises, more particularly described in Part B of the Statement annexed hereto and marked **Annexure ‘D’** (hereinafter referred to as the “**Common Areas & Amenities**”) The Common Areas & Amenities include basements, lower ground, upper ground, stilt and, podiums, and other relevant amenities, but excludes the limited common areas and amenities attributable, respectively, to the Project and Balance Projects and vehicle parking spaces other than open parking spaces, in the Whole Project.
- K. The subject matter of this Agreement is an agreement to allot and sell an apartment in the Project.
- L. The Promoter has registered the Project as a “real estate project” as defined under the Real Estate (Regulation & Development) Act, 2016 and the rules made thereunder, including the applicable Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate

Agents, Rate of Interest and Disclosures on Website) Rules, 2017 and such amendments, enactments, modification including orders, regulations, circulars and notifications issued from time to time (hereinafter referred to as “**RERA**”) with the Maharashtra Real Estate Regulatory Authority, Mumbai bearing MahaRERA Registration No. P51800051328. A photocopy of the Certificate evidencing such registration is annexed hereto and marked **Annexure ‘E’**.

- M. The Promoter intends to allot and sell any or all of the Premises on an “ownership basis” under the applicable provisions, from time to time, of RERA and the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as “**MOFA**”) (as applicable), and/or to grant leases, tenancies, licenses, and/or any other alienation or disposal of such Premises, as the Promoter deems fit, in its discretion.
- N. All projects/phases constructed as part of the Whole Project shall have proportionate undivided interest in the Common Areas & Amenities, which will be ultimately conveyed to and held by the Entity & Organisation (defined hereinafter), as determined by the Promoter in its discretion.
- O. The Promoter has obtained certain Approvals. Wherever the term (i) “*Approvals*” is used in this Agreement, the same shall mean and include all approvals, permissions, sanctions, licenses, and no objection certificates/letters, by whatever name called, obtained, or are in the process of being obtained, and to be obtained, under Applicable Law (defined hereinafter), as the Promoter may consider necessary and expedient, and/or as required by any concerned authority/ies, inter alia, in relation to the development of the Larger Land, Whole Project, including the Project, and/or, inter alia, in relation to the Whole Project Land, or any part thereof, and includes specifically: (1) IOD and (2) the Commencement Certificate issued by the MCGM in respect of the Whole Project, including the Project, photocopies whereof are annexed hereto and marked **Annexure ‘F-1’** and **‘F-2’**, together with all further Commencement Certificates and other approvals, permissions, sanctions, licenses, no objection letters/certificates, and together with renewals, extensions, revisions, amendments and modifications thereof, from time to time, as the Promoter may consider necessary and expedient, or for the betterment of the Whole Project including the Project, in its discretion, and/or as required by the MCGM, and/or any concerned authorities, from time to time and (ii) “*Plans*” is used in this Agreement, the same means and includes the plans, drawings and layout as currently approved and sanctioned by the MCGM and the concerned authorities in respect of the Whole Project, and includes plans, drawings and layouts as may, from time to time, be submitted by the Promoter in its discretion, in respect of the Whole Project including the Project and/or any part thereof, and/or as may be sanctioned and approved by the MCGM from time to time in respect of the Whole Project, including the Project together with any amendments, alterations, modifications, additions, extensions, renewals, etc. in respect thereof as the Promoter may consider necessary and expedient, in its discretion, and/or as may be required by any concerned authorities, from time to time.
- P. The Promoter has obtained a Certificate of Title, Encumbrance Certificate both dated 17<sup>th</sup> March, 2022, the Addendum I dated 14<sup>th</sup> September, 2022 and the MAHARERA Legal Title Report dated 31<sup>st</sup> October, 2022, all issued by India Law LLP, a Law Firm, in respect of the Promoter’s title to the Larger Land (hereinafter referred to as the “**Certificate of Title**”), photocopies of which are annexed hereto and marked **Annexure ‘G’**.
- Q. The Promoter has appointed architects, registered with the council of architects (hereinafter referred to as the “**Project Architect**”, which includes any architect/s or licensed surveyors registered with the local planning authority like MCGM, that have been appointed, from time to time, by the Promoter, in relation to the Project) and a project engineer (hereinafter referred to as the “**Project Engineer**”, which includes

any structural and/or civil engineers, that have been engaged, from time to time, by the Promoter, in relation to the Project) in respect of the design and execution of the Project and has accepted their professional supervision till the completion of the Project, that is, the completion of the entire construction of the Project and receipt of the occupation certificate/s in respect thereof (hereinafter referred to as the “**Project Completion**”).

- R. The Allottee/s has/have approached, and applied to, the Promoter, for allotment to the Allottee/s, of a proposed residential dwelling unit in the Project, shown on the typical floor plan thereof hereto annexed and marked **Annexure ‘H’** hereto, described in **Annexure ‘I’** hereto and more particularly described in the **Third Schedule** hereunder written (hereinafter referred to as the “**Apartment**”), with the right to use, as an amenity attached thereto, of the Single/ Stack /Tandem vehicle parking space/s described in **Annexure ‘I’** hereto, and more particularly described in the **Third Schedule** hereunder written, the location and designated number of which will be determined by the Promoter and notified to the Allottee as provided herein (hereinafter referred to as the “**Parking Space/s**”). In this regard, the Allottee/s has/have demanded from the Promoter, and the Promoter has given to the Allottee/s, inspection of the documents and records relating to the Larger Land, Whole Project Land, Whole Project including the Project, as well as all other documents specified under RERA and MOFA (as applicable), including the Plans and Approvals as required to be disclosed. The Promoter has provided to the Allottee/s, inspection of the Certificate of Title in respect of the Promoter’s title to the Larger Land. The Allottee/s has/have satisfied himself/herself/themselves/itself in respect the title of the Promoter to the Larger Land, Whole Project Land, including the Promoter’s right to develop the Whole Project, including the Project, and its status.
- S. Based upon the agreements, confirmations and undertakings of, and applicable to the Allottee/s herein, including to observe, perform and comply with all terms, conditions and provisions of this Agreement, the Promoter has agreed to allot and sell the Apartment in the Project to the Allottee/s, strictly upon and subject to the terms, conditions and provisions hereof.
- T. Under the provisions of RERA and MOFA (as applicable), the Parties are required to execute an agreement for sale, being this Agreement, and to register the same under the provisions of the Indian Registration Act, 1908.
- U. Relying upon the said application and the representations, declarations and assurances made by the Allottee/s to faithfully abide by all the terms, conditions and stipulations contained in this Agreement, the Promoter has agreed to sell to the Allottee/s and the Allottee/s has agreed to purchase from the Company the Apartment at the consideration and on the terms and conditions hereinafter appearing.

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

**ARTICLE 1 – AGREEMENT FOR ALLOTMENT & SALE**

- 1.1 Subject to and upon the terms, conditions and provisions hereof, the Allottee/s hereby agree/s to purchase and acquire from the Promoter, and the Promoter hereby agrees to sell to the Allottee/s, the Apartment, on ownership basis, described in **Annexure ‘I’** hereto, which is shown on the typical floor plan thereof annexed hereto and marked **Annexure ‘H’** and which is more particularly described in the **Third Schedule**, hereto at or for the agreed purchase price and consideration payable by the Allottee/s as set out in **Annexure ‘J’** hereto (hereinafter referred to as the “**Purchase Price**”). The Apartment plan is annexed hereto and marked **Annexure ‘K’**.

- 1.2 The carpet area of the Apartment is stated in the Statement annexed hereto as **Annexure ‘I’**, as presently determined on the basis of the net usable floor area thereof excluding the areas covered by external walls, areas under services shafts, exclusive balcony or verandah area (if any) and exclusive open terrace area (if any), but includes the area covered by internal partition walls of the Apartment (hereinafter referred to as “**Carpet Area (RERA)**”) and is as per RERA. Apart from the Carpet Area (RERA) of the Apartment, the Allottee/s shall have the right to use Exclusive Usable Area or EUA, which shall mean the floor area of the balcony (enclosed or open) and/or veranda and/or terrace and/or deck and/or elevation treatment and/or any other areas meant for the exclusive use of the Allottee/s. EUA is calculated prior to application of any finishes (i.e. on bare shell basis) and is subject to tolerance of (+/-) 3% (three per cent) on account of structural, design and construction variances. In case of any dispute on the measurement of EUA, the same shall be physically measured after removing all finishes that have been applied/fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of EUA. The aggregate of Carpet Area (RERA) and EUA shall be referred to as ‘Total Area’.
- 1.3 The Allottee/s shall also have a right to use, as an amenity attached to the Apartment, the Parking Space/s for the limited and restricted purpose of parking his/her/their/its two-wheeler or four-wheeler (light motor passenger vehicle/s), and for no other purpose whatsoever. The location and the designated number of the Parking Space/s will be determined by the Promoter and notified (in writing) to the Allottee/s on or before the Date of Offer of Possession (defined hereinafter).
- 1.4 The Promoter shall construct the Project in accordance with the Plans as approved by the concerned authorities from time to time.
- 1.5 **Apartment Amenities, Limited Common Areas & Amenities and Common Areas & Amenities**
- 1.5.1. The Promoter shall install and/or provide the amenities, fixtures and fittings proposed to be provided in the Apartment as listed in the Statement annexed hereto and marked **Annexure ‘L’** (hereinafter referred to as the “**Apartment Amenities**”).
- 1.5.2. The Limited Common Areas & Amenities shall be used and enjoyed by the allottees, purchasers and occupants from time to time of Premises in the Project and likewise the limited common areas & amenities attributable to the Balance Projects shall be respectively used and enjoyed by the allottees, purchasers and occupants of such Balance Projects. The Common Areas & Amenities, which are in respect of the Whole Project, shall be used and enjoyed by, inter alia, all allottees, purchasers and occupants, from time to time, of Premises in Whole Project as per the terms of the Promoter.
- 1.5.3. The Allottee/s has/have been informed and is/are aware that:
- 1.5.3.1. all natural materials that are to be installed in Whole Project and/or the Project and/or the Apartment, and/or Premises and/or that form a part of the Apartment Amenities, including, marble, granite, natural timber etc., contain veins and grains with tonality differences, and their non-conformity, natural discoloration, or tonal differences/variations at the time of installation will be unavoidable;
- 1.5.3.2. the warranties of equipment, machinery and various other amenities, infrastructure and facilities installed by the Promoter in Whole Project and/or Project and/or the Apartment and/or Premises would have standard warranties provided by the manufacturer only,

and accordingly any defect in any such amenities, infrastructure, facilities, equipment, appliances, electronic items, etc., and/or the installation thereof, shall be rectified solely in accordance with the warranties provided by the system/ equipment installer/ manufacturer, and it is agreed and acknowledged that, beyond manufacturer warranties, comprehensive/non-comprehensive annual maintenance contracts shall be obtained by the Allottee/s and the other allottees in the Whole Project, and/or Entity & Organisation (defined hereinafter), as the case may be; and,

1.5.3.3. the amenities, facilities, infrastructure, equipment, appliances, electronic items, etc., installed and forming a part of the Apartment Amenities or Common Areas & Amenities or Limited Common Areas & Amenities, shall be maintained, serviced and repaired by authorized third party manufacturers, suppliers, dealers or maintenance providers who alone shall be appointed and engaged for such maintenance, service and repair etc. and if the same are maintained, serviced and repaired, and/or tampered with, in any manner by any person other than the authorized third party manufacturers, suppliers, dealers or maintenance providers, then the warranties in respect thereof shall be rendered void.

1.6. The Allottee/s confirms that the Allottee/s has entered into this Agreement out of his own free will and without any coercion, and after reviewing and understanding the draft of this Agreement. The Allottee/s has obtained suitable advice prior to entering into this Agreement and the Agreement is being entered into with full knowledge of his/her/their obligations and rights under this Agreement and the Applicable Law governing the same.

## **ARTICLE 2 - PURCHASE PRICE**

2.1 (a) The Allottee/s agree/s and undertake/s to pay to the Promoter, the Purchase Price in installments, in accordance with the schedule of payment in the Statement annexed hereto and marked **Annexure 'J'**, and in terms of this Article (2), or within fifteen (15) Days from the date of a written demand being made by the Promoter, as directed by it. All payments shall be made by cheques, and/or pay orders, and/or demand drafts, drawn in favour of the Promoter, or if directed by the Promoter, in its discretion, by direct bank transfer/RTGS deposited by the Allottee/s in the Promoter's bank account, as provided by the Promoter, along with the applicable Taxes (defined hereinafter) thereon; subject to deduction of applicable tax deducted at source under the Income Tax Act, 1961 (hereinafter referred to as "**TDS**").

(b) The Allottee/s has/have prior to the execution of this Agreement paid to the Promoter the earnest money/deposit as set out in **Annexure 'J'** hereto (hereinafter referred to as the "**Booking Amount**"). The Allottee/s further confirm/s that he/she/they/it has/have voluntarily and willingly paid the Booking Amount and other installments of the Purchase Price to the Promoter on or prior to the execution of this Agreement, as recorded in the Receipt annexed hereto and marked Annexure '**J-1**'.

(c) The Allottee/s shall deliver to the Promoter, an original certificate evidencing payment of TDS, presently in Form 16B under the Income Tax Act, 1961 (hereinafter referred to as "**TDS Certificate**"), by the expiry of seven (7) Days from the date of each payment of TDS made by the Allottee/s. The Allottee/s shall be liable to deposit with the Promoter, an amount equivalent to the unpaid TDS (if any) along with Interest (defined hereinafter), on or before the Date Of Offer Of Possession (defined hereinafter). On the Allottee/s producing the TDS Certificate and the Promoter receiving the credit for the TDS the deposit amount shall be refunded after deducting

Interest (defined hereinafter) therefrom in respect of for the period of delay in payment of TDS by the Allottee/s to the concerned authorities.

2.2 The Purchase Price shall be free of escalation, other than escalation/increases on account of escalation/increase in development charges payable to the concerned authorities and/or any other increase in charges, which have or may be levied or imposed by any concerned authorities, from time to time. The Promoter shall consequently be entitled to an increase in the Purchase Price proportionate to the extent of such escalations/increases. Such additional Purchase Price shall be determined by the Promoter and shall be due and payable on or before the Date Of Offer Of Possession (defined hereinafter), apportioned equally between the (unpaid) balance installments of the Purchase Price and payable along with the same. While raising a demand on the Allottee/s for increase in the Purchase Price, the Promoter shall enclose the notification/order/rule/regulation published/issued providing for, or other evidence of, such escalation/increase in the Purchase Price.

2.3 **Other Charges & Deposits:**

2.3.1 The Allottee/s shall, in addition to the Purchase Price, be liable to bear, pay and discharge, no later than fifteen (15) Days from the Date Of Offer Of Possession (defined hereinafter), the following charges and deposits (hereinafter referred to as the “**Other Charges & Deposits**”), as under:

Sr.No.		Particulars
1.	(a)	Share Money in respect of the Entity & Organisation (defined hereinafter)
2.	(a)	Entity & Organisation (defined hereinafter) Formation charges
	(b)	Legal & Documentation charges
	(c)	Outgoings for one year in advance excluding property tax and fitness centre maintenance
	(d)	Infrastructure development charges
	(e)	Gas supply and meter charges
	(f)	Water supply connection charges
	(g)	Electric meter supply and connection charges
	(h)	Charges for EMP (as per MOEF requirement)
3.	(a)	Refundable deposits for interior works

2.3.2 The amounts of the Other Charges & Deposits have been separately agreed by the Parties and recorded in writing and signed by the Allottee/s and shall form part of this Agreement, and the same are non-refundable, save and except the deposit for interior works. The Other Charges & Deposits referred to in Article 2.3.1, and/or elsewhere in this Agreement, shall be determined by the Promoter, in its discretion, and/or calculated, and/or based on the Total Area of the Apartment, or fixed or lumpsum charge or on such other basis as the Promoter deems fit.

2.3.3 Within thirty (30) Days from the Date of Offer of Possession (whether the Allottee/s has/have taken possession of the Apartment or not), or from the date that the Allottee/s takes possession of the Apartment, whichever is earlier, the Allottee/s shall be liable to bear and pay in respect of the Apartment, his/her/their/its proportionate share (that is, based upon the Total Area of the Apartment, of the outgoings, maintenance charges, comprising of general maintenance, data communication charges, property taxes, non-agricultural taxes, rates, taxes, cesses, assessments, insurance premium, parking charges, costs for running generator, costs charges and expenses of cleaning and lighting the passages, landings, staircases, costs of maintenance,



management and upkeep of Common Areas & Amenities and Limited Common Areas & Amenities, and operation and maintenance and repairs of lifts, water pumps, utility charges, salaries of all staff including managers, security, sweepers, liftmen, gardeners and such other charges expenses necessary or incidental for maintenance and upkeep of the Whole Project, including the Project and other charges, fees and levies of like nature, payable in respect of the Whole Project, including the Project and the Apartment, to all concerned authorities and/or any private bodies, the Project Management Consultant approved and/or appointed by the Promoter in respect of the Project, or the Whole Project as the case may be (hereinafter referred to as the “PMC”) security agencies, house-keeping agencies, and other persons. For the purpose of payment of maintenance charges, in common with other allottees/purchasers of the Project, the same shall be in proportion to the Total Area of the Apartment to the total of such Total Area of all the apartments in the Project.

- 2.3.4 The Promoter shall raise periodic bills upon the Allottee/s in respect of his/her/their/its share of charges and outgoings mentioned in Article (2.3.3) hereinabove, in advance, for each month, or any part thereof, and the Allottee/s shall duly pay and discharge the same regularly within seven (7) Days of the date of the bill/invoice in respect thereof.
- 2.3.5 If at any time prior to the handover of the Whole Project in terms of this Agreement, the actual charges and expenses required to be made for the outgoings, maintenance and upkeep of the Common Areas & Amenities and other facilities/areas to be maintained by the Apex Body (defined hereinafter), the same will be adjusted from the amount collected as stated in Sr. No. 2 (c) of the table contained in clause 2.3.1 payable to the Promoter and for deficit/additional amounts, if any, or if the said amount is exhausted the Promoter shall raise bills periodically upon all the allottees/purchasers of the Premises (defined hereinafter) in Whole Project, and for this purpose, the Allottee/s shall, no later than seven (7) Days from the date of bill/invoice raised by the Promoter, pay the same to Promoter.
- 2.3.6 The Promoter shall be entitled, in its discretion, to appropriate and/or adjust monies held for one purpose and/or on one account, against any liabilities due and payable herein by the Allottee/s for any other purpose/s and/or on any other account.
- 2.3.7 The Promoter shall, in the interest of the Allottee/s, and the Whole Project, take decisions regarding management and allocation of funds/monies, and the type, mode, quality of services to be provided, in respect of the Whole Project, and the management and administration thereof.
- 2.3.8 The Allottee/s agree/s that until the formation and registration of the Entity & Organisation (defined hereinafter) and execution of the Deed/s of Transfer in its favour as provided in Article (10), the Promoter, and/or any persons engaged by it, including the PMC shall maintain, manage and secure any or all of the phases of Whole Project. During such time, the Allottee/s shall pay, and the Promoter and/or the PMC shall collect, all contributions towards maintenance charges, outgoings and other charges.

### **ARTICLE 3 - DEVELOPMENT: PROMOTER’S RIGHTS & ENTITLEMENTS**

In addition to rights, entitlements, powers, authorities and discretions of the Promoter, and the information and disclosures referred to, contained and made elsewhere in this Agreement, the Promoter has informed, and made the Allottee/s aware, of the following matters and the Allottee/s agree/s to and accept/s the same, inter alia, on the basis and strength of which the Promoter has entered into this Agreement:

### 3.1 The Project

- 3.1.1 The Promoter may make minor additions or alterations as may be required by the Allottee/s, or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended by the Project Architect and/or Project Engineer and/or if required by concerned authorities and will be intimated (in writing) to the Allottee/s.
- 3.1.2 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 concerned authorities at the time of sanctioning the plans or thereafter and shall, before the Date of Offer of Possession (defined hereinafter) obtain from the MCGM, the Occupation Certificate in respect of the Project, or any part/s thereof.
- 3.1.3 The Promoter has the right in the Promoter's discretion, to receive, collect to itself appropriate, apply and utilise the entire consideration/purchase price received from the allottees/purchasers of the Premises in the Project.

### 3.2 Whole Project

- 3.2.1 The Promoter shall be developing the said Whole Project subject to right of way granted by the successors and assigns of the adjacent land to Fahmida Futehally and Ors as stated in the Deed of Conveyance dated 7<sup>th</sup> August, 1965 mentioned in Annexure 'A' hereto, in and over a passage being a portion of CTS No. 33A being an access which is to the north of the said Larger Land, for all times and purposes in perpetuity for their entry and exit thereto.
- 3.2.2 The Promoter contemplates that: (i) an overall Development Potential of approximately including fungible compensatory area upto 77000 square meters shall, or may, arise out of, and/or be attributable to, and/or be utilisable upon the Whole Project Land, and (ii) the part/portion of the Development Potential to be utilised in the Project is approximately upto 9845.938 square meters. If any part/portion of the Development Potential that is not utilised upon the Project, as mentioned herein for any reason whatsoever, then the Promoter shall utilize such balance/unutilized Development Potential in other projects of the Whole Project and/or dispose off the same in any manner as the Promoter may deem fit.
- 3.2.3 The concerned authorities have set out, and may set out, any terms, conditions and restrictions, which may apply to, and have to be complied with, by the Promoter, and/or the purchasers and allottees of Premises in Whole Project.
- 3.2.4 The Promoter shall be entitled in its discretion as it deems fit to allocate and distribute all vehicle parking spaces in respect of Whole Project, which include two-wheeler and four-wheeler (light motor vehicles) parking spaces, excluding bicycle parking spaces.
- 3.2.5 The Common Areas & Amenities shall be completed and/or available on or before the date on which the full occupation certificate/s and all other Approvals in respect of the last building of the last of the Balance Projects is/are received by the Promoter (hereinafter referred to as the "**Whole Project Completion**").
- 3.2.6 The Promoter may in its absolute discretion, at any time, reduce the number of habitable floors/apartments in all or any of the wing/s/tower/s in Whole Project (including in the Project) and/or any of the wing/s/tower/s in Whole

Project depending on the Approvals obtained from MCGM and other concerned authorities by the Promoter.

- 3.2.7 Notwithstanding anything contained in this Agreement, amenities space provided by the Promoter does not include service offerings provided by third party vendors by utilising the said space and the Promoter shall not be in any manner whatsoever responsible for such service offerings utilizing the said amenity space. Further, the costs and expenses of service offerings provided by third party vendors shall be solely borne by the Allottee/s and Allottee/s may have right of claim/s as per their service offerings only against such third party vendors and in no case, it shall devolve unto the Promoter in any manner whatsoever.

### 3.3 General

- 3.3.1 The Promoter solely and absolutely, owns and is in the charge and control of the Whole Project Land, the entire Development Potential, and Additional Areas, and has, and shall always have, the entire, exclusive overriding, and irrevocable interest and power, entitlement and authority to develop, from time to time, in a phased manner, over such period of time upto the Whole Project Completion and in such sequence or order (the same being dynamic in nature) all projects and phases and building upon the Whole Project Land, including by submitting any part/s or portions thereof, under any Applicable Law (defined hereinafter) and by dealing with, distributing, apportioning, utilising and transferring, the Development Potential, in such manner, to such extent, and at such intervals, as the Promoter deems fit, in its discretion, upon any part/s or portion/s of the Whole Project Land.
- 3.3.2 The Promoter shall, for betterment thereof and/or for quality control purposes and/or due to non-availability or short supply, any of the Apartment Amenities and/or Common Areas & Amenities and/or Limited Common Areas & Amenities and/or materials or items used, or comprised therein, may be altered, amended, or substituted, and/or materials or items of a similar nature materials or items may be provided herein.
- 3.3.3 Without prejudice to the generality of the foregoing provisions, the Promoter shall in its discretion, inter alia, be entitled to:
- (a) make any variations, alterations, amendments, or deletions, in respect of the layout and planning of Whole Project or any of the projects/phases thereof;
  - (b) club, amalgamate, or sub-divide any parts or portion of the Whole Project Land, into one layout, and/or separate, or combined layout/s, and/or in respect of any Balance Projects, and to do, execute and perform all acts, deeds, matters and things in relation thereto;
  - (c) designate, allocate, reserve and/or relocate, realign, modify, and amend from time to time, any Common Areas & Amenities, and/or Limited Common Areas & Amenities, and any limited common areas and amenities in respect of the Balance Projects, vehicle parking spaces, in respect of Whole Project including the Project and/or any part thereof, including in pursuance of Applicable Law (defined hereinafter), and/or by virtue of any approvals, and/or as may be required by the concerned authorities;
  - (d) direct, designate, hold and control all infrastructure facilities, including public space advertising and all promotional signage, hoarding, and all other nature of signage whatsoever, and designate

and allocate any Premises, areas, and spaces, upon or in the Whole Project Land to any persons, including third party service providers, and/or Promoter Affiliates (defined hereinafter), for the purpose of facilitating the provision and proper maintenance of utility services including without limitation, electricity, water and telecommunication related services;

- (e) allot and/or grant on lease or otherwise howsoever any areas or spaces in the Whole Project Land, and/or Whole Project including the Project to utility service providers including electrical, telecommunication, gas etc. service provider/ supplier or any concerned authorities; and
- (f) hand over and/or transfer any part/s or portion/s of the Whole Project Land, to any persons, parties, government, or statutory authorities, or bodies, with or without any development or construction thereon, in accordance with Applicable Law (defined hereinafter), and/or any Approvals, and/or develop any and all areas affected by the Reservations and/or as the case may be, and/or develop such further or additional reservations as may be imposed or applied, in the Promoter's discretion.

3.3.4 The Allottee/s hereby provide his/her/their consent for the aforesaid rights & entitlements of the Promoter in the Project/Whole Project/Larger Land, and agrees and confirms that the Promoter in its discretion shall make any changes in the layout and planning of the development of the Project/Whole Project/Larger Land provided such changes shall not result in: change in location of the Apartment (with respect to its direction on a given floor), lowering of the Apartment (with respect to its height above ground) or reduction in the net area more than 3% (three per cent) of the Total Area. It is clarified that if the circumstances mentioned in this Article 3.3.3 above, adversely impacts the Project/Whole Project a separate written consent shall be obtained from the Allottee/s.

#### 3.4 Allottee/s Confirmations

3.4.1 The Promoter proposes to develop Whole Project, including the Project (by utilization of the Development Potential) in the manner more particularly provided in this Agreement and the Allottee/s has/have agreed to purchase the Apartment based on the unfettered and vested rights of the Promoter in this regard. Accordingly, the Allottee/s hereby confirm/s personally and as a prospective member/s of the Entity & Organisation (defined hereinafter), as follows, which are and shall always be the essence of this Agreement, that is:

- (a) the Allottee/s shall not object to, hinder, obstruct or interfere with the right of way, granted by the successors and assigns of the adjacent land to Fahmida Futehally and Ors as stated in the Deed of Conveyance dated 7<sup>th</sup> August, 1965 mentioned in Annexure 'A' hereto, in and over a passage, being a portion of CTS No. 33A, being an access road which is through the north side of the said Larger Land for all times and purposes in perpetuity for their entry and exit thereto, as the Promoter is developing the said Whole Project including the project subject to the said right of way;
- (b) the Allottee/s shall, not object, in any manner whatsoever, to induct the allottee/s of Balance Projects in the Whole Project as the member of the Entity and Organisation (defined hereinafter) as may be informed/instructed by the Promoter, from time to time, and, hereby agree and undertake to provide full support and co-operation to the Promoter for the same;

- (c) the Allottee/s is/are aware that the Promoter has in the like manner allocated/ shall be allocating other vehicle parking spaces to other allottees of the apartments in the Project/Whole Project and undertakes not to raise any objection in that regard and the rights of the Allottee/s to raise any such objection shall be deemed to have been waived;
- (d) the Allottee/s hereby further warrants and confirms that the Allottee/s shall, upon formation of the Entity & Organisation and/or execution of conveyance, as contemplated herein this Agreement, cause such Entity & Organisation to confirm and ratify and shall not permit the Entity & Organisation to alter or change the allocation of vehicle parking spaces in the manner allocated by the Promoter to the various allottees (including the Allottee/s herein) of the apartments in the Project/Whole Project;
- (e) the Allottee/s is/are aware and agrees and acknowledges that the right to use, as an amenity attached to the Apartment the Parking Space/s, the location and designated number whereof will be determined by the Promoter and notified (in writing) to the Allottee/s on or before the Date of Offer of Possession, may be in stack or tandem or in any other parking systems/forms/types as may be permissible under the Applicable Law. The Allottee/s hereby further agrees, acknowledges and confirms that the Allottee/s shall and will not raise any objections/ claims/ grievances/ objections in respect of any such parking systems/forms/types of vehicle parking spaces that may be earmarked for the Allottee/s pursuant to this Agreement.

3.4.2 All the allottees/purchasers of the Premises in Whole Project including the Project shall have ingress and egress unto the Project and to any of the Common Areas and Amenities through the access ways and pathways in Whole Project and/or through the limited common areas and amenities in Whole Project as determined by the Promoter, as shown on the Plan annexed at Annexure C hereto. Further, the Allottee/s shall not object to, hinder, obstruct or interfere with the right of way, granted by the successors and assigns of the adjacent land to Fahmida Futehally and Ors as stated in the Deed of Conveyance dated 7<sup>th</sup> August, 1965 mentioned in Annexure 'A' hereto, in and over a passage being a portion of CTS No. 33A to the north of the said Larger Land, for all times and purposes in perpetuity for their entry and exit thereto, as the Promoter is developing the said Whole Project including the project subject to the said right of way.

#### **ARTICLE 4 - TAXES**

- 4.1 All Taxes, shall be borne, paid and discharged by the Allottee/s, as and when the same are required to be paid and/or as and when demanded by the Promoter and the Promoter shall not have any liability or obligation in respect thereof.
- 4.2 The Allottee/s shall pay all Taxes (defined hereinafter) as and when they are levied, charged, become due and payable, upon the Purchase Price, Interest (defined hereinafter), Liquidated Damages (defined hereinafter), Other Reimbursements/Amounts Payable On Termination (defined hereinafter), Other Charges & Deposits, transfer charges, penalties together with all other amounts, charges, deposits, damages, liabilities, contributions including fund contributions , etc., as referred to herein, and agreed to be paid and/or required to be paid by the Allottee/s herein in relation to, and/or in pursuance of the Agreement for Allotment and Sale herein.
- 4.3 If any Taxes (defined hereinafter), whether retrospective, or prospective, in nature, arise hereafter, including after the Date Of Offer Of Possession (defined hereinafter), the Allottee/s shall be solely liable to pay or reimburse (as directed by the Promoter in its discretion) such Taxes including any interest and/or penalties and/or other

amounts, charges and costs, if any, in respect thereof within fifteen (15) Days from the date of written demand made on the Allottee/s by the Promoter.

- 4.4 Wherever the term “Taxes” appears in this Agreement, the same shall mean all present, future, and enhanced taxes, imposts, dues, duties, fees, impositions, fines, penalties, etc., by whatever name called, imposed/levied under any Applicable Law (defined hereinafter), and/or by concerned authorities, attributable to, and/or in relation to, and/or arising from, and/or imposed or levied upon, the agreement for allotment and sale herein, and/or the Apartment, and/or the Parking Space/s, and/or this Agreement, and/or upon the Purchase Price and/or any or all of the other Aggregate Payments (defined hereinafter), and/or upon the Entity & Organisation to be formed (defined hereinafter) and/or in respect of the documents and writings to be executed in its favour, as contemplated herein, and/or otherwise; and includes Goods And Services Tax (GST), education tax/cess/charges, value added tax (VAT), local body tax, property rates and taxes and cesses, stamp duty and registration charges, and any other taxes, imposts, interests, impositions, levies, or charges, in the nature of indirect tax, or in relation thereto, that is/are imposed or levied by any concerned authority.

#### **ARTICLE 5 – POSSESSION: DEFECT RECTIFICATION**

- 5.1 Subject to and upon the provisions of this Article (5), the Promoter shall endeavor to offer possession of the Apartment, to the Allottee/s, on, or by, the Date Of Offer Of Possession. Wherever the term “Date Of Offer Of Possession” appears in this Agreement the same shall mean the date of a written communication to be addressed by the Promoter to the Allottee/s along with the occupation certificate (whether full or partial ) under which the Promoter shall offer possession of the Apartment in terms of this article, being as more particularly mentioned in **Annexure ‘I’** hereto, and in no case, it shall be later than date of Project Completion (plus any extensions granted by the MahaRERA as per RERA), provided however that the agreed Date of Offer of Possession, as mentioned herein, shall be further extended due to non-compliance on the part of the Allottee/s including on account of any default on the part of the Allottee/s.
- 5.2 The Promoter shall, address a communication (in writing) to the Allottee/s offering an inspection of the Apartment, on a specific date and time fixed by the Promoter. The Allottee/s shall thereupon undertake such inspection along with the Project Architect and/or Project Engineer (or their authorized representatives), and satisfy himself/herself/themselves/itself that the Apartment has been constructed as per the Approvals and the Apartment Amenities have been provided as per this Agreement. If, during the course of such inspection, the Allottee/s point/s out to the Project Architect and/or Project Engineer any defects or deficiencies in respect of the Apartment, the Project Architect shall, if such objection/s raised by the Allottee/s is/are valid, enter the same, upon an inspection sheet which shall be signed by the Allottee/s and the Project Architect and/or Project Engineer. Thereupon the Promoter shall endeavor to rectify and remedy such defects or deficiencies, as are solely entered upon the inspection sheet. If the Allottee/s fail/s to attend at the inspection he/she/they/it shall be deemed to have fully accepted the construction, state and condition of the Apartment.
- 5.3 The Allottee/s explicitly agree/s and confirm/s that until the Allottee/s is/are put in possession of the Apartment in terms of this Agreement, the Promoter shall have the unconditional and unfettered right to utilise the Apartment and other apartments/units in the Project for any purpose whatsoever on a temporary basis, including, but not limited to, the use of the same as sample flat or show flat, administration office for its staff or vendors, or for storage of records, goods, materials, etc., and/or any other type of use that the Promoter may deem fit in their sole and unfettered discretion. The Allottee/s further agree/s not to object in any manner whatsoever to the same, or claim / demand any compensation, reimbursement, costs, damages, charges, etc. from the Promoter for the aforesaid use of the Apartment.

- 5.4 The Allottee/s shall, no later than fifteen (15) Days from the Date of Offer of Possession, make payment of all the then balance/remaining Aggregate Payments (defined hereinafter) and complete all formalities in respect thereof, including: (a) executing a declaration cum undertaking in terms of a draft prepared by the Promoter, and (b) paying a security deposit (as determined by the Promoter) to the Promoter, which shall be refundable upon completion of the interior works of the Allottee/s in the Apartment and after adjustment of the actual cost of electricity, water, utilities, debris removal and other direct expenses that may be incurred by the Promoter. Without prejudice to the above, the Allottee/s shall take possession of the Apartment no later than thirty (30) Days from the Date of Offer of Possession, failing which the Allottee/s shall be solely responsible/liable for all loss or damage that may be suffered by the Promoter on account thereof. It is hereby expressly agreed and clarified that the Promoter shall handover the possession of the Apartment to the Allottee/s only after the Allottee/s have made payment of the entire Aggregate Payments and the security deposit referred to hereinabove in this sub-clause as also the Taxes and only if the Allottee/s has/have observed, performed and complied with all the obligations of the Allottee/s under this Agreement. Subject to and upon the terms, conditions and provisions hereof, the Allottee/s specifically agrees and confirms that the ownership of the said Apartment shall be vested in, and take place in the name of, the Allottee/s, only upon the Allottee/s being handed over the possession of the Apartment as stated in this Agreement. Wherever the term “**Aggregate Payments**” appears in this Agreement, the same shall mean all the Purchase Price, Interest (defined hereinafter), Liquidated Damages (defined hereinafter), Other Reimbursements / Amounts Payable On Termination (defined hereinafter) Other Charges & Deposits, the Taxes, transfer charges, premiums, penalties together with all other amounts, charges, fees, deposits, damages, liabilities, contributions including fund contributions etc., as referred to herein, and agreed to be paid and/or required to be paid by the Allottee/s herein in relation to, and/or in pursuance of the Agreement for Allotment and Sale herein.
- 5.5 If the Date of Offer of Possession has occurred and the Allottee/s has/have not complied with any of his/her/their/its obligations under this Agreement, including this Article (5), and/or the Allottee/s refuse/s to take possession of the Apartment, then the same shall be an Event of Default (defined hereinafter). Without prejudice to its other rights under this Agreement, the Promoter may, in its discretion, condone the delay, and/or default, by the Allottee/s on the condition that the Allottee/s shall, in addition to all its other liabilities and obligations herein, including payment of all Aggregate Payments, bear and pay to the Promoter separate/independent pre-estimated fixed charges, in addition to (and not in substitution of) interest, calculated at the rate of Rupees One Hundred only per square meter per month multiplied by the Total Area of the Apartment (hereinafter referred to as the “**Holding Charges**”) after the expiry of two months from the Date of Offer of Possession or on such dates and at such intervals as the Promoter directs, till the Allottee/s is/are in full compliance of this Agreement, including this Article (5).
- 5.6 The Allottee/s agree/s and confirm/s that there could be variation in the Carpet Area (RERA) of the completed Apartment on physical measurement thereof, to the extent of three per-cent of the area of the Apartment as mentioned in Annexure ‘I’ hereto, as a result of construction/execution/finishing or measurement variances, etc. The Allottee/s accept/s the same and agrees that he/she/they/it shall not claim any adjustment, or reduction, in the Purchase Price on account of such variation (if any). However, if the Carpet Area (RERA) of the constructed Apartment increases or decreases over and above the variation/tolerance referred above, the Purchase Price shall vary accordingly, that is: (i) if there is a reduction, the amount reduced shall be adjusted by Promoter at the time of offering possession of the Apartment, and (ii) if there is an increase, then the increased amount shall be payable by Allottee/s to the Promoter prior to taking possession of the Apartment. It is clarified that the payments to be made by the Promoter/Allottee/s, as the case may be, under this Article (5), shall be made at the same rate per square meter on pro-rata/ proportionate basis. For the purposes of clarification, the Carpet Area (RERA) shall be physically measured

after removing all finishes that have been applied/fitted and the cost of removal and refitting of such finishes shall be borne by the Party which has raised the dispute in relation to the measurement of Carpet Area (RERA).

- 5.7 After the Allottee/s is/are permitted to enter upon the Apartment, after the Date of Offer of Possession, the Allottee/s shall have and/or be deemed to have taken full, complete and detailed inspection thereof and approved the same in all respects and it shall be deemed to have been completed in all respects in accordance with the terms and conditions of this Agreement.
- 5.8 The Allottee/s: (i) shall, on and after taking possession of the Apartment pay a security deposit as determined by the Promoter for and towards properly carrying out the interior works in the Apartment, (ii) ensure his/her/their/its interior works in the Apartment, and/or any debris, do not obstruct, and/or damage, the Common Areas & Amenities and/or Limited Common Areas & Amenities and/or prejudice, affect or hinder in any manner the efforts and actions of the Promoter to obtain the balance/remaining Approvals in respect of the Whole Project including the Project, and/or are not a nuisance or annoyance to any occupants of the Premises in the Project, and (iii) undertake/s not to cause any damage to the Apartment, the Project, and/or the Whole Project, or any part thereof, and in the event any damage is caused, the Allottee/s agree/s that the Promoter shall be entitled to deduct such amount at its discretion from the said security deposit as mentioned in this Article(5.4) towards any such hindrance/damages caused while carrying out the interior works in the Apartment and refund balance if any from security deposit on completion of work and the Allottee/s further agree/s and undertake/s to reimburse the Promoter all costs related to the remediation and rectification thereof if any over and above the security deposit.
- 5.9 The Allottee/s accept/s/ acknowledge/s that as on the Date of Offer of Possession, the construction works in the Apartment shall have been completed, but that there shall, or may, be project development and construction works ongoing at such time, including in respect of the Common Areas & Amenities and Balance Projects and the Allottee/s in acceptance of the aforesaid herein, agrees and undertakes not to raise any objection/s in any manner whatsoever, regards the same.
- 5.10 Notwithstanding anything to the contrary in this Agreement the Promoter shall always be entitled, in its discretion to complete any part/portion or floor of the Project and apply for and obtain part occupation certificate/s thereof, whereby, on the Date of Offer of Possession, the Allottee/s shall be obliged, and undertake/s, to take possession of the Apartment for occupation on the basis of such occupation/part occupation certificate which relates to the Apartment. Thereafter, the Promoter shall, without any hindrance or objection by the Allottee/s, be entitled to carry out by itself or through its contractors or otherwise all remaining development work in respect of the Project and/or Balance Projects.
- 5.11 If, on, or prior to, the Date of Offer of Possession, there are any Aggregate Payments and/or Taxes that are due and payable by the Allottee/s, and/or there are any other obligations herein of the Allottee/s to be performed, the Allottee/s shall be entitled to the possession of the Apartment and the use of the Parking Space/s as aforesaid, only upon he/she/they/it having made all payment thereof to the Promoter and/or complied with such obligation.
- 5.12 The Promoter has notified the Allottee/s and the Allottee/s is/are aware that the Common Areas & Amenities are to be shared by all allottees and purchasers of Premises in the Whole Project, and that the same will be completed on or before the Whole Project Completion subject to Force Majeure (defined hereinafter), whereby the amenities and facilities comprised therein shall or may not be available for use or enjoyment till such time.



- 5.13 The Promoter shall endeavor to take all such steps and precautions necessary to achieve construction completion as contemplated herein in relation to the development of the Larger Land, Whole Project, including the Project, and/or, inter alia, in relation to the Whole Project Land, or any part thereof. However, if on account of events) which are beyond the control of the Promoter, namely events like any obstructions, slow down, stop of construction work/delay in obtaining from any concerned authorities like MCGM and/or any governmental authority any further Approvals, including completion certificate/s, occupation certificate/s and/or any other approvals, permissions and sanctions/ shortages or disruptions in supply or availability of construction materials or labour, workmen or any other circumstances that may be deemed reasonable by any governmental authority/forum/court; resulting into delay in achieving achieve construction completion as contemplated herein and , there is any delay in the Date of Offer of Possession, then the Promoter shall not be responsible or liable in any manner and the Date of Offer of Possession shall automatically and forthwith stand extended for a period that is equivalent to the period that the aforesaid events continues and has continued and an additional period of thirty (30) Days thereafter; for remobilization and the revised Date of Offer of Possession shall be accordingly communicated by the Promoter. The Allottee/s shall not object, raise any disputes, and/or protest, and/or hold the Promoter liable for the aforesaid delay and extension of time, and shall not be entitled to, and shall not, make, or raise, any claim, for any damages, compensation, reimbursement of expenses or any other payments.
- 5.14 If there is a delay or extension of the Date of Offer of Possession (including the period on account of events as mentioned in Article 15.11.1(e) (like Force Majeure Events) and due to events as specified in Article 5.13 hereinabove, then, subject to the Allottee/s having paid all the amounts due and payable to the Promoter till such period under this Agreement, the sole remedy of the Allottee/s, , on being notified (in writing) by the Promoter of the same with the revised Date of Offer of Possession, shall be to either: (i) continue with this Agreement, and accept the revised/extended Date of Offer of Possession as estimated and decided by the Promoter at its discretion, or (ii) to terminate this Agreement by giving a written notice to the Promoter; provided that the aforesaid right of termination shall be exercised by the Allottee/s by addressing and delivering to the Promoter the aforesaid written notice no later than fifteen (15) Days from being notified in writing by the Promoter, as aforesaid, of such delay, failing which the Allottee/s shall have deemed to have irrevocably opted and elected to continue with this Agreement, and shall be deemed to have waived his/her/their/its aforesaid option to terminate this Agreement, and shall be deemed to have accepted, all future revisions/extensions of the Date of Offer of Possession, from time to time, without any liability or obligation whatsoever on the part of the Promoter.
- 5.15 The Allottee/s agree and accept the following:-
- 5.15.1 If the Allottee/s has/have opted to terminate this Agreement, and has terminated the same in strict accordance with Article (5.13) hereinabove, then the Promoter shall refund to the Allottee/s the Purchase Price installments, received and realised by the Promoter together with Interest (defined hereinafter) from the date such payments were received and realized by the Promoter after deducting (i) Taxes (as defined under this Agreement) paid / payable; and together with (ii) Interest (defined hereinafter) on delayed payments, if any and (iii) the stamp duty and registration charges paid on this Agreement. In a situation of termination other than by virtue of events as set out in Article 15.11.1(e) and due to Article 5.13 hereinafter, the Promoter shall additionally pay one-time fixed pre-estimated liquidated damages of Rupees One Hundred only per square meter of the Carpet Area (RERA) of the Apartment (which the Parties consider to be reasonable, and not as a penalty), but no other penalties, damages or liabilities.
- 5.15.2 Upon such termination, the Allottee/s shall be bound and liable to execute and register a Deed of Cancellation (in terms of a draft prepared by the

Promoter) recording such termination and cancellation of this Agreement, however the date of the Allottee/s aforesaid notice of termination shall be deemed to be the date on which this Agreement has stood terminated and cancelled. The aforesaid amounts of refund, if any, by the Promoter to the Allottee/s shall become due and payable at the end of twelve (12) weeks from the execution and registration of the Deed of Cancellation by the Allottee/s and shall be refunded/paid within thirty (30) Days therefrom.

5.15.3 The amount deducted as aforesaid towards the stamp duty and registration charges paid by the Promoter on this Agreement shall be refunded to the Allottee/s by the Promoter only on receipt of such refund from the concerned authority by the Promoter and the Allottee/s agree to the same.

5.15.4 The Allottee/s agree and confirm herein that if the Allottee/s desires to terminate this Agreement for no default on part of the Promoter, then the Promoter shall be entitled to deduct from the Purchase Price received and realized by the Promoter till then; (i) Taxes (as defined under this Agreement) paid / payable; and together with (ii) Interest (defined hereinafter) on delayed payments, if any; (iii) the stamp duty and registration charge paid on this Agreement and (iv) the Other Reimbursements / Amounts Payable including Liquidated Damages (as stated hereinafter in Article 11.3 hereinafter) and refund the balance if any after such deductions and the Promoter shall not be liable/obligated to pay any liquidated damages and/or any damages whatsoever to the Allottee/s, on such termination. Upon such termination, the Allottee/s shall be bound and liable to execute and register a Deed of Cancellation (in terms of a draft prepared by the Promoter) recording such termination and cancellation of this Agreement, however the date of the Allottee/s aforesaid notice of termination shall be deemed to be the date on which this Agreement has stood terminated and cancelled. The aforesaid amounts of refund as stated herein this Article by the Promoter to the Allottee/s shall become due and payable at the end of twenty-four (24) weeks from the execution and registration of the Deed of Cancellation by the Allottee/s and shall be refunded/paid within thirty (30) Days therefrom.

5.15.5 Without prejudice to the provisions of Article 11.6 hereinafter, in the event the Allottee/s fails to co-operate or provide the original copy of this Agreement, then the Promoter shall have a right to levy a non-co-operation charge of an amount equivalent to 2% percentage of the Purchase Price and recover from the Allottee/s or adjust the same from the amount of refund as enunciated in this Article 5.14.

5.16 If within a period of five (5) years from the date of handing over the Apartment to the Allottee/s, the Allottee/s brings to the notice of the Promoter any Construction Defects (defined hereinafter) in the Apartment, then, wherever possible, the same shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under RERA. Wherever the term "Construction Defects" appears in this Agreement the same shall mean defects in the materials used in the construction of the Project which would result in the failure of a component part thereof or result in damage thereto; and shall always exclude wear and tear, loss or damage due to Force Majeure Events (defined hereinafter), minor changes/cracks on account of any variation in temperature/weather, misuse, unauthorised or non-permitted alterations, renovations or repairs and loss or damage caused by any act, omission, negligence, and/or failure to undertake proper and effective care and maintenance as a prudent person would. Construction Defects shall also always exclude (i) any defect or damage caused by any act, omission, negligence, and/or failure to undertake proper and effective care and maintenance as a prudent person would, and/or (ii) any defect or damage caused due to the act, omission, negligence of the Allottee/s or any other purchaser/allottees/occupants or his/her/their agents and/or (iii) structural defects caused or attributable to the Allottee/s including by carrying out structural or

architectural changes from the original design attributes, demolition, dismantling, making openings, removing or re-sizing the original structural framework, putting excess or heavy load or using the Apartment other than for its intended purpose or such or any other reasons attributable to the Allottee/s.

- 5.17 In spite of all the necessary steps and precautions taken while designing and constructing the Project, structure may have minor deflections due to imposed load, creep and/or shrinkage phenomena (the inherent properties of concrete), for years after construction. Further, the Allottee/s may come across cracks in finishes, flooring, ceiling, slab gypsum etc. as a result of such slab/beam deflection and also caused due to any renovation and/or alterations etc. carried out by the Allottee/s and any other persons and occupants of the Premises in the Project. The Allottee/s agree/s and covenant/s not to hold the Promoter liable and/or responsible in respect thereof.

## **ARTICLE 6 - RECREATIONAL FACILITIES IN THE WHOLE PROJECT**

- 6.1 Subject to what is stated herein Article 3.2.5 herein above, the Common Areas & Amenities, as currently planned include, a proposed fitness centre and certain recreational facilities for the benefit of all allottees/purchasers and occupants of Premises in the Whole Project. Subject to the Allottee/s complying with, observing and performing all the terms, conditions and provisions of this Agreement, including making payment of the Aggregate Payments, the Allottee/s will be entitled to apply for and take up membership of the fitness centre, and after Whole Project Completion subject to Force Majeure Events (defined hereinafter), the Allottee/s may access, use, and enjoy the same, in respect of which the Allottee/s will be liable to comply with the terms and conditions, and make payment of the fees and charges as may be decided by the Promoter.
- 6.2 The Promoter has informed the Allottee/s of the following facts, matters and circumstances that shall pertain to the fitness centre and recreational facilities, which the Allottee/s has/have fully accepted, agreed and confirmed that is:
- 6.2.1 the fitness centre and recreational facilities shall be constructed and shall have the equipment, infrastructure, amenities and facilities as the Promoter deems fit, in its discretion;
- 6.2.2 the use, benefit and enjoyment of the fitness centre and recreational facilities shall be, inter alia, for various allottees, purchasers and occupants of Premises in the Whole Project (collectively, “Users”);
- 6.2.3 The management and operations of the fitness centre and recreational / facilities shall, until handed over by the Promoter to the Entity & Organisation (defined hereinafter) formed and constituted by the Promoter in respect of the Whole Project, shall be under the sole, exclusive and absolute control of the Promoter, and/or the PMC (if appointed by the Promoter), who shall be entitled to inter alia, frame, and implement, the aforesaid rules and regulations in respect thereof;
- 6.2.4 The entitlement to use the fitness centre and recreational facilities is and shall be personal to the Allottee/s, and is not transferable or assignable in any manner; provided that on the completion of any permitted sale and transfer of the Apartment by the Allottee/s, to any persons (“**Premises Transferees**”), the Premises Transferees shall solely be entitled to use and enjoy the fitness centre and recreational facilities in the place and instead of the Allottee/s (who shall automatically and forthwith cease to be entitled to access, and enjoy the same), subject to the Premises Transferees making the necessary applications for membership and completing all formalities and payment of any charges as may be required of them, at such time. Under no circumstances, shall the Allottee/s or any Premises Transferees be entitled to

use, enjoy or access the fitness center and recreational facilities after he/she/they/it have sold and transferred the Apartment;

- 6.2.5 There may be recreational, social and other related events, performances, activities, parties, gatherings, etc. held in the fitness center, and/or in the recreational facilities during the day or night, by the Promoter, and/or the PMC, and/or Users. The Allottee/s, for himself/herself/themselves/itself and as a member of the Entity & Organisation (defined hereinafter), shall not be entitled to raise any disputes, differences, or objections in and/or hinder, restrict, obstruct or interfere with the same;
- 6.2.6 If, prior to the operations, administration, management, charge and control of the Common Areas & Amenities is handed over to the Entity & Organisation (defined hereinafter), the actual charges and expenses required to be made for maintenance thereof, may exceed the amount so received collectively from all the aforesaid purchasers, allottees and occupants, then the Promoter, and/or the PMC, shall be entitled to call for and demand such additional amounts from all Users, and/or the Entity & Organisation (defined hereinafter);
- 6.2.7 In addition to the charges and expenses referred to in Article (6.2.6), there would be charges including one-time, or per day, or per use, charges, in respect of any of the amenities, or facilities, or services available, and/or provided in and from the Common Areas & Amenities, as determined by the Promoter from time to time, and the person/s who avail/s of such amenities, or facilities, or services shall be entitled to use the same only upon payment thereof.

## **ARTICLE 7 - OTHER RIGHTS & POWERS OF THE PROMOTER**

- 7.1 The Allottee/s hereby agrees and acknowledges that the Promoter shall, at all times, have the absolute, unconditional and unfettered right to sell, assign, transfer, securitize, utilise or deal with the Purchase Prices and other amounts payable under this Agreement, including, but not limited to, Other Charges & Deposits, or any part/ portion thereof (whether or not the Promoter is in full receipt of the same as of a particular date), in the manner that the Promoter may, in its sole and absolute discretion, deem fit. The Allottee/s hereby further agrees and acknowledges that the Promoter may, from time to time, raise finance through any instrument, modes, avenues, options or markets available to the Promoter, whether in India or worldwide, as permissible under Applicable Law, which may include but not be limited to, procuring such financing from; any private or public institution; issuance of a security, bond, or any instrument, of any nature whatsoever, debt or equity, including redeemable or convertible (fully or partially or optionally) or non-convertible, in the primary / secondary market (whether through private placement or by way of a public offer); from any financial institutions, banks, funds and, or, any other vehicle, instrumentality, entity, body corporate or person, onshore or offshore, as the case may be. Accordingly, the Allottee/s hereby grants his irrevocable consent to the Promoter to sell, assign, transfer, securitize, utilise or deal with, in a manner suitable to the Promoter (without requiring specific consent from the Allottee/s), the Purchase Prices and other amounts payable under this Agreement, including, but not limited to, Other Charges & Deposits, or any part/ portion thereof and any amounts received/ receivable by the Promoter hereunder, including without limitation, the right to directly receive from the Allottee/s such amounts pertaining to the Purchase Prices and other amounts payable under this Agreement, including, but not limited to, Other Charges & Deposits, or any part/ portion thereof and, or, any amounts payable by the Allottee/s herein.
- 7.2 The Promoter also has availed of and/or may also avail of financial assistance, including any construction/corporate loans, infrastructure loans, from bank/s,

financial institution/s, and/or person/s against security of any part/s of the Whole Project Land, including the Whole Project and/or the Project, or any parts thereof, or any receivables, which have been, or may be, mortgaged, or charged to such banks and/or financial institutions and/or other persons as security for repayment of the financial assistance taken from them. As part of any such arrangement by the Promoter, all or any of the responsibilities and/or obligations and rights of the Promoter under this Agreement may be transferred to any other person. The Promoter agrees that on or prior to the Date of Offer of Possession, the Promoter shall obtain a letter releasing mortgage or charge of such bank/s, and/or financial institution/s, and/or person/s, over the Apartment alone, enabling the Promoter to complete the allotment and sale thereof to the Allottee/s, free of the same. The Promoter agrees that post the execution of this Agreement, any mortgage or charge shall not affect the right and interest of the Allottee/s under this Agreement. Accordingly, the Promoter having mortgaged the Whole Project Land together with the Whole Project and premises being constructed thereon, in favour of Vistra ITCL (India) Ltd. (Mortgagee) vide an Indenture of Mortgage dated 17<sup>th</sup> November, 2023 registered under Serial No. BDR17-15663-2023, has applied for a no objection certificate from the Mortgagee for the allotment and sale of the Apartment together with Parking Spaces in the Project in favour of the Allottee. The Mortgagee has by its letter dated \_\_\_\_\_ granted a conditional no objection on the terms and conditions more particularly set out thereunder. A copy of such no objection dated \_\_\_\_\_ is annexed hereto as Annexure 'M'.

- 7.3 The person/s in whose favour the Promoter has granted or created, or agreed to grant or create, any mortgage, charge or security interest in respect of any unsold Premises in the Whole Project, may itself/himself/herself/themselves, or jointly with the Promoter, be admitted as and made members of the Entity & Organisation (defined hereinafter) to be formed in respect of the Whole Project in which such unsold Premises are situated, without it, him, her or them or the Promoter being made subject or liable to any separate, special, new or additional condition/s and required to pay any separate, special, additional or extra amount or consideration whatsoever for the same (whether by way of transfer fees, charges, premium, donation or otherwise) and the Allottee/s shall not raise any objection.
- 7.4 The Promoter shall not be liable to bear or pay any contributions, deposits, expenses, transfer fees, non-occupancy charges, donations, premiums or any other amounts, charges or liabilities whatsoever to the entities & organisations to be formed in respect of the various projects in Whole Project [including Entity & Organisation (defined hereinafter) to be formed in respect of the Project, in respect of any unsold/unallotted Premises.
- 7.5 The Promoter shall be entitled, but not obliged to, join as a member of the Entity & Organisation (defined hereinafter) in respect of unsold premises in the Project and the Whole Project, if any. Post execution of the Deed/s of Transfer in favour of the Entity & Organisation (defined hereinafter), the Promoter shall continue to be entitled to such unsold premises and to undertake the marketing, etc., in respect of such unsold Premises.
- 7.6 The Promoter and/or Promoter Affiliates (defined hereinafter) shall be fully and freely entitled to install and provide temporary and permanent signage and hoardings (including neon, backlit and illuminated signage and hoardings) of whatsoever nature upon the Whole Project Land and/or upon Whole Project including the Project and/or any part thereof till such time as the Deed/s of Transfer are executed and registered as provided in Article (10). The Promoter and/or Promoter Affiliates (defined hereinafter) shall have full access to such hoardings, and signage, and to install its/their name/s and any other Promoter Intellectual Property (defined hereinafter) at one or more places or in or upon Whole Project Land and/or upon Whole Project including the Project and/or at the entrances and exits thereof. The Promoter and Promoter Affiliates (defined hereinafter) shall always have full and free right of way

and means and access to such place or places for the purpose of installing, maintaining and replacing such hoardings and signage.

- 7.7 The Promoter shall promote, manage and undertake all public events (including sales events etc.) held in or upon any Limited Common Areas & Amenities and/or Common Areas & Amenities and to apply the net revenues generated therefrom towards costs incurred by the Promoter in undertaking its diverse activities and/or obligations in relation to the Whole Project.

## **ARTICLE 8 - COVENANTS AND OBLIGATIONS OF ALLOTTEE/S**

- 8.1 On and after the Date of Offer of Possession, the Allottee/s shall: (a) use the Apartment, and permit the Apartment to be used only for residential purpose, and (b) use the Parking Space/s, and permit the same to be used, solely for parking the Allottee/s' own two wheeler/four-wheeler (light motor vehicle/s).
- 8.2 Subject to safety conditions, the Allottee/s shall be entitled to visit and view the Project, after taking a prior appointment with the Promoter.
- 8.3 The Allottee/s, with the intention to bind all persons in whosoever's hands the Apartment may come, hereby agree/s, confirm/s undertake/s and covenant/s with the Promoter as follows:
- 8.3.1 to maintain the Apartment at the Allottee/s' own costs and expenses in good and tenantable repair, order and condition and to carry out all internal maintenance and repairs to the Apartment such that the same is in the same state and condition, as it was on the Date of Offer of Possession, and not to do or suffer or permit to be done anything therein, including any changes or alterations thereto, and/or to any part of the Project, and/or any of the Common Areas & Amenities which are, or may be, contrary to the terms of this Agreement, and/or rules, regulations, or bye-laws, of the Promoter, and/or the PMC, and/or any concerned authorities, and/or the Entity & Organisation in respect of the Whole Project (as and when formed and registered by the Promoter);
- 8.3.2 to submit in writing to the Promoter the alteration if any to the Apartment desired by the Allottee/s seeking approval from the Promoter if technically feasible and only on being approved by the Promoter, to submit plans and specifications in respect of permissible alterations to the Apartment to the concerned authorities and on obtaining approvals therefrom to carry out such permissible alterations to the Apartment with prior written intimation to the Promoter;
- 8.3.3 to rectify and make good any unauthorised and/or unlawful alterations and/or damage thereto within seven (7) Days from the date of receipt of a written notice from the Promoter, and/or from any concerned authorities, in that regard;
- 8.3.4 to bear and pay all increases in the outgoings, Taxes, as well as all water charges, insurance premia and other levies, imposed on account of any change permitted (as provided herein) to be made in the user of the Apartment by the Allottee/s;
- 8.3.5 to observe, perform and comply with all other rules, regulations and bye-laws which the Promoter, and/or any concerned authorities may specify and those which the Entity & Organisation (defined hereinafter) may adopt or frame at its/their inception, and any modification thereof, from time to time, including to keep the Disaster Management Plan, if any, functional throughout the

occupation period, which plan shall have been developed by the Promoter, in compliance of the norms stipulated by the concerned authorities;

- 8.3.6 to contribute his/her/their/its share of expenses towards painting, repairs, waterproofing, refurbishment and structural audits and fire audits (including fire safety audits) of the Project and the Common Areas & Amenities, at such intervals as may be stipulated by the Promoter and/or Entity & Organisation (defined hereinafter);
- 8.3.7 not to let, sub-let, transfer, assign or part with any interest or benefit under this Agreement or part with the possession of the Apartment (if the Date of Offer of Possession has occurred and the Allottee/s has/have taken possession of the Apartment in terms and in accordance with this Agreement) until the Allottee/s has/have complied with all his/her/their/its obligations under this Agreement;
- 8.3.8 in case of non-availability and/or shortage of water and/or electricity supply from MCGM/power providers and/or any other concerned authorities/provider, the Promoter, or the Entity & Organisation (defined hereinafter), shall endeavor to arrange the same either through tankers and/or back-up power and/or any other source, then in such case the Allottee/s shall contribute his/her/their/its share of expenses, it being accepted and acknowledged that the availability of electricity and/or water to the Apartment are dependent upon the concerned supplier/provider thereof;
- 8.3.9 upon and after the Allottee/s is/are permitted by the Promoter to enter upon the Apartment as provided herein and until the Whole Project Completion, as contemplated herein, the Promoter, and its agents, representatives and employees, with or without workmen and others, have and shall be entitled, at reasonable times, the right to enter into and upon the Apartment, Parking Space/s, the Project and the Common Areas & Amenities, or any part thereof, to view and examine the state and condition thereof and/or for the purpose of undertaking any works as may be required therein and thereto in relation to the Whole Project;
- 8.3.10 not to store in the Apartment any goods, objects or materials which are or may be of hazardous, combustible or dangerous nature, or are or may be so heavy as to damage the construction or structure of the Project, or the storing of which goods, objects or materials is objected to or prohibited by the Promoter, and/or the PMC, and/or any concerned authorities;
- 8.3.11 the wet and dry garbage generated in and from the Apartment shall be separated by Allottee/s and the wet garbage generated shall be treated separately by the allottees/purchasers/occupants of Premises of the Project;
- 8.3.12 upon and after the Allottee/s is/are permitted by the Promoter to enter upon the Apartment as provided herein and until the Whole Project Completion subject to events as enunciated in Article 15.11.1(e) and Article 5.13, as contemplated herein, the Promoter, and/or Promoter Affiliates, and/or any Governmental Authorities and their respective officers, agents, or representatives, including the PMC, the Project Architect, Project Engineer and any engineers, surveyors, contractors, agents and employees, with or without workmen and others, have and shall have at all reasonable times, the right to enter into and upon the Apartment, Parking Space/s, Project and the Common Areas & Amenities, or any part thereof, to view and examine the state and condition thereof and/or for the purpose of undertaking any works as may be required therein and thereto in relation to the Whole Project;

8.3.13 to attain the concerned registration office for registering this Agreement in respect the said Apartment, as called upon by the Promoter within the stipulated time under the Registration Act.

8.3.14 not, without the prior written permission of the Promoter, and/or the PMC:

- (a) to affix/install any sign, name or display boards, or any hoardings or neon lights in or outside the Project and/or the Common Areas & Amenities;
- (b) to cover or enclose in any manner whatsoever, the Parking Space/s, and/or affix/install grills to the windows only as approved by the Promoter, to maintain uniformity or grill/s or safety door/s to the main door/s of the Apartment;
- (c) to hang clothes, garments or any other thing from the windows or balcony/ies of, or appurtenant to, the Apartment;

8.3.15 not, under any circumstances to:

- (a) do, or permit, or suffer, to be done any act, deed, matter or thing which may render void or voidable any insurance of the Project, and/or any of the Common Areas & Amenities, and to make payment of any additional or increased premiums in respect thereof, as may arise on account of any breach by the Allottee/s;
- (b) 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 Project and/or the Common Areas & Amenities;
- (c) do, or perform, or cause/permit to be done or performed, any act, deed, matter or thing which may or is likely to cause nuisance, disturbance or annoyance to the allottees/purchasers or occupiers of any other Premises in the Whole Project;
- (d) demand, or claim, any partition or division of the Allottee/s' ultimate interest as provided herein, in the Project and/or Whole Project Land and/or the Common Areas & Amenities, or any part thereof, it being expressly agreed, understood and confirmed by the Allottee/s that his/her/their/its interest therein will, if the allotment and sale herein is completed, be impartible, and will be held only through the Entity & Organisation (defined hereinafter), formed by the Promoter in respect of the Whole Project, of which he/she/they/it shall be admitted as a prospective member, in terms of Article (10).

8.4 Open terraces, open balcony / balconies, and/or other open areas, if any, forming part of and attached/appurtenant to any of the Premises in the Whole Project including the Project are intended for and shall be exclusively used and occupied by the respective purchasers/allottees of the concerned Premises who shall never be entitled to enclose the same without the prior permission in writing of the Promoter and concerned authorities, and in case such permissions are granted by the Promoter and the concerned authorities, the purchasers/allottees of such Premises in the Whole Project including the Project shall observe, perform and comply with all the terms and conditions as may be stipulated in respect thereof and also for the consequences arising from any breach or violation thereof. The Allottee/s agree/s not to put any claim in respect of the restricted amenities, including open spaces, any space available for hoardings, gardens attached to any of the Premises or terraces, and the same are retained by the Promoter as restricted amenities. The Allottee/s is/are aware that certain parts of the Project shall be allocated for exclusive use of certain allottees.



The price of such Premises has been determined taking this into consideration and the Allottee/s waives his/her/its right to raise any dispute in this regard.

- 8.5 If the Allottee/s enter/s into any loan/financing arrangement with any bank/financial institution, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement, in the same manner detailed herein, and the same will not absolve the Allottee/s of his/her/their/its responsibilities under this Agreement.
- 8.6 (a). All costs, expenses, fees, charges and taxes in connection with the Allottee/s procuring and availing of the said loan, the mortgage of the Apartment, servicing and repayment of the said loan, and any default with respect to the said loan and the mortgage of the Apartment, shall be solely and exclusively borne and incurred by the Allottee/s. The Promoter shall never have any liability or obligation (monetary or otherwise) with respect to such loan or mortgage.
- (b). The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter in any manner, and shall be subject to, and shall acknowledge, the right and entitlement of the Promoter to receive the balance Purchase Price and the other amounts payable by the Allottee/s under this Agreement.
- (c). In the event of any enforcement of security/mortgage by any bank/financial institution, the Promoter shall extend necessary assistance/support as may be required under applicable law, without prejudice to its rights, remedies and interests.
- (d). Notwithstanding anything to the contrary herein, the Allottee/s hereby agree/s and undertake/s that the Promoter shall always have first lien and charge over the Apartment in respect of, and to secure, the payments due and payable by the Allottee/s to the Promoter under this Agreement, and accordingly, without prejudice, the Allottee/s' irrevocable obligation and liability to make payment thereof, any mortgage, charge, security interest, etc., created over, and/or in respect of the Apartment shall always be subject to the Promoter's aforesaid first lien and charge, and subject to all the Promoter's rights, powers and entitlements under this Agreement.
- 8.7 If the Allottee/s is/are non-resident Indian citizen, or a foreign national/citizen (whether or not the Allottee/s is/are a Person of Indian Origin (POI) and/or an Overseas Citizen of India (OCI), then it shall be his/her/their sole obligation and liability to comply with the provisions of all applicable laws, including Foreign Exchange Management Act, 1999, Reserve Bank of India rules and regulations, exchange control regulations and all other applicable/necessary requirements, rules, regulations, guidelines etc. of the concerned authority, from time to time, including those pertaining to remittance of payment for acquisition of immovable properties in India. Refunds (if any) to Non-Resident Indians (NRI) and foreign citizens of Indian origin shall be made in Indian Rupees.
- 8.8 The Project and the Whole Project shall always be known by the name stated in **Annexure 'J'** hereto, which name shall not be changed without the prior written permission of the Promoter, and the same shall, at all times, be binding upon the Allottee/s and all allottees/purchasers of Premises in the Project and the Whole Project.
- 8.9 All terms, conditions, covenants, stipulations and provisions contained in any agreement/s, undertakings or writings given, or to be given, to concerned authorities, and in respect of Approvals, and/or special rights and privileges and building agreement/s made or executed, or to be made or executed in respect of any other

Premises in the Whole Project, shall be binding upon the Allottee/s and all allottees/purchasers/occupants of the Premises in the Whole Project.

- 8.10 The Allottee/s has/have gone through the representations made by the Promoter on the MAHA RERA website as required by RERA and shall keep himself/herself/themselves/itself updated with all the matters relating to the Whole Project, and Project, that the Promoter uploads from time to time.
- 8.11 The Allottee/s is/are aware and acknowledges that Project Land bearing CTS No.33A admeasuring about 727 square meters, has been defined and described therein solely in the course of registration of the Project as a “*real estate project*” under RERA, and the transfer and conveyance of the Whole Project shall always be in terms of Article (10).
- 8.12 The Allottee/s is/are aware, and agree/s and accept/s, that fire service fees and annual fees in respect of the Project are payable to the concerned Governmental Authority as per provisions of Maharashtra Fire Prevention & Life Safety Measures Act, 2006, and all such fees shall be payable by the Allottee/s, and all allottees, purchasers and occupants of the Premises in the Whole Project, including the Project and the Entity & Organisation, without any liability on the part of the Promoter.

#### **ARTICLE 9 - REPRESENTATIONS OF THE PROMOTER**

Subject to the disclosures made herein by the Promoter, and what is stated in the certificates of title recited hereinabove, the Promoter hereby represents and undertakes as follows:

- 9.1 the Promoter is seized and possessed of or otherwise well and sufficiently entitled (including to develop) the Whole Project Land;
- 9.2 the Promoter shall apply for necessary Approvals from time to time in respect of the Project and/or the Whole Project;
- 9.3 the Promoter has not entered into any agreement for sale or any other agreement/arrangement with any person or party with respect to the Apartment; and,
- 9.4 the Promoter is entitled to enter into this Agreement, for agreeing to allot and sell the Apartment in the manner contemplated herein.

#### **ARTICLE 10 – PROJECT COMPLETION; ENTITY & ORGANISATION: TRANSFER**

The Promoter, in its discretion), intends as follows:

- 10.1 The Promoter estimates the date of Project Completion to be as mentioned in Annexure ‘I’ hereto, subject to events as set out in Article 15.11.1 hereinafter.
- 10.2 after sale of more than fifty-one percent of the units/premises in the Project, the Promoter shall initiate the process of applying for the formation of a co-operative society under the Maharashtra Co-operative Societies Act 1960, and/or any other entity, organisation, association, or body, referred to in, or permitted under, RERA (hereinafter referred to as the “**Entity & Organisation**”), to comprise, inter alia, the Allottee/s and other allottees/purchasers/ occupants of Premises in the Whole Project. Presently it is contemplated that the Entity & Organisation to be formed and registered in respect of the Whole Project shall be a co-operative society.
- 10.3 the Promoter shall convey and transfer the structure of the habitable floors of the Project along with the Limited Common Areas & Amenities within the habitable floors by and under Deed/s of Transfer to the Entity & Organisation, and hand over

the charge and control of the same within three months from the receipt of the full occupation certificate of the Project.

However, if the Entity & Organisation decide to have the transfer and conveyance of the structure of the Project alongwith the habitable floors of the Project and the Limited Common Areas & Amenities within the habitable floors, alongwith the transfer and conveyance of the Whole Project, the Promoter shall convey and transfer the same accordingly. The structure of the habitable floors of the Balance Projects along with the limited common areas and amenities related thereto will be conveyed to such entities and organisations respectively, subject to such terms as may be determined by the Promoter.

- 10.4 The Promoter shall convey and transfer the structure of the habitable floors of the Project and other project/s along with the Limited Common Areas & Amenities within the habitable floors and the Common Areas & Amenities thereto as the case may be to the Entity & Organisation, subject to such terms as may be determined by the Promoter i.e. being the transfer of the Whole Project. It is clarified that the conveyance and transfer of the Whole Project to the Entity & Organisation by the Promoter shall be excluding (i) the structure of the South Ridge i.e. Building No. 2 Wing D developed/ to be developed for Inclusive Housing and to be handed over to the concerned public authorities as per the provisions of DCPR 2034 as amended from time to time; (ii) any portions thereof handed over to concerned authorities or utility providers pursuant to any reservations, amenity space requirements, leases / transfers of utilities, and/or otherwise, and (iii) any encroached areas which will be transferred on an “as is where is basis”, as may be determined by the Promoter in its discretion; by and under the Deed/s of Transfer to the Entity & Organisation, under Applicable Law within three months from the receipt of the full occupation certificate of the last building/structure of the last project/phase of the Whole Project, by the Promoter.
- 10.5 The nature, type and constitution, of the Entity & Organisation and its rights, powers, and authorities shall be determined by the Promoter. The Entity & Organisation shall hold title as aforesaid, subject to parking allocations/reservations in respect of the Whole Project, and the rights of the respective allottees/purchasers of Premises in the Whole Project to use and enjoy such vehicle parking spaces, as amenities attached to their respective Premises. Further, the Promoter will handover all the sanctions, Approvals, Plans, etc., as may be required to the Entity & Organisation.
- 10.6 The Entity & Organisation shall own and hold the Whole Project for the benefit of all its members. All costs, charges, expenses, liabilities, taxes and maintenance charges, and capital and revenue expenditure related to, and arising in respect thereof shall be proportionately borne, paid and discharged by the Entity & Organisation formed and constituted in respect of the Whole Project, based upon the aggregate of the Total Area of all the Premises of the Whole Project.
- 10.7 The Promoter shall on or prior to execution and registration of the Deed/s of Transfer in favour of the:
- 10.7.1 Entity & Organisation formed in respect of the Whole Project, make full, true and requisite disclosure of the nature of its title to the Whole Project and the Whole Project Land as well as encumbrances thereon, if any, including any right, title, interest or claim of any person/s in, to or upon the same, under the aforesaid Deed/s of Transfer.
- 10.7.2 Allottee/s agree/s and confirm/s, personally and as prospective member/s of the Entity & Organisation, that he/she/they/it, is/are not entitled to and shall never raise any objection or dispute and/or claim any compensation, if the area of the Whole Project Land and/or the remaining development of the Whole Project, that is proposed to be transferred as provided in this article,

shall be at variance with, or may be less than, the area contemplated, or referred to herein, including by virtue of any Reservations, encroachments, spaces for sub-station (by electricity supply company), if any, and/or the Reservations and building for Inclusive Housing being handed over and transferred to and/or acquisition of any portion of the Whole Project Land by the Governmental Authorities, during the course of developments of the Whole Project Land, or for any other reason whatsoever.

10.8 Without prejudice to the generality of the foregoing provisions, the Promoter has put the Allottee/s to notice of the following matters, facts and disclosures which the Allottee/s has/have agreed and accepted:

- (a) that the Project Land, shall never be sub-divided from the Whole Project Land;
- (b) that the development of the Whole Project in phases upon the Whole Project Land contemplates the utilization of part/portion of the Development Potential, which may not be proportionate to the FSI and development potential attributable to and arising out of the Whole Project Land and also the Additional Areas are and shall be over and above the Development Potential. The Allottee/s, for himself/ herself/ themselves/ itself, and as a prospective member of the Entity & Organisation, shall not be entitled to raise any claim or dispute in respect thereof; and
- (c) that the Allottee/s shall not object to, hinder, obstruct, close or interfere with the right of way, granted by the successors and assigns of the adjacent land to Fahmida Futehally and Ors as stated in the Deed of Conveyance dated 7<sup>th</sup> August, 1965 mentioned in Annexure 'A' hereto, in and over a passage being a portion of CTS No. 33A to the north of the said Larger Land, for all times and purposes in perpetuity for their entry and exit thereto, as the Promoter is developing the said Whole Project including the project subject to the said right of way. The Allottee/s, for himself/ herself/ themselves/ itself, and as a prospective member of the Entity & Organisation, shall not be entitled to raise any claim or dispute in respect thereof.

10.9 All the documents, writings, Deed/s of Transfer etc., to be executed in the conveyance/s and transfer/s, as referred in this Article (10), and all other documents and writings to be executed in relation thereto and/or in pursuance thereof, including bye-laws, rules and regulations of the Entity & Organisation formed in respect of the Whole Project, shall all be prepared and approved by the Advocates and Solicitors appointed by the Promoter, and the same shall contain such terms, conditions, covenants, stipulations and provisions, including those contained in this Agreement including reserving the rights, powers, privileges, authorities and benefits of the Promoter, as the Promoter deems fit.

10.10 The Entity & Organisation, of the Whole Project shall be known by such name as the Promoter may decide, which name shall not be changed by the Allottee/s, and/or any other allottees and/or the Entity & Organisation without the prior written consent of the Promoter.

10.11 The Allottee/s shall co-operate with the Promoter and shall sign and execute application forms, papers, declarations, documents and other writings for registration of the Entity & Organisation to be formed and constituted in respect of the Whole Project and do all necessary acts and deeds, so as to enable the Promoter to respectively register the same.

10.12 Unless and until the Allottee/s is/are in full compliance of the terms and conditions of this Agreement including the payment of the Aggregate Payments to the Promoter,

the Entity & Organisation shall not issue and deliver a share certificate to the Allottee/s.

- 10.13 All, without limitation costs, charges and expenses in respect of the formation and registration of the Entity & Organisation, in respect of the Whole Project, shall be borne and paid by all the allottees, purchasers, transferees and occupants of all the Premises in the Whole Project, and the Promoter shall not be liable to bear or pay the same or contribute towards the same, at all. If any delay or default is made in the payment or reimbursement of such costs, charges, or expenses, for any reason whatsoever, the Promoter shall never be held responsible or liable for any delay in the formation and registration of the Entity & Organisation.
- 10.14 For the purpose of clarification, all the clauses as mentioned in Article 10.1 to Article 10.13 hereinabove are subject to Article 15.11.1(e) and Article 5.13.

## **ARTICLE 11 – TERMINATION**

- 11.1 The Allottee/s agree/s and confirm/s that, without prejudice to all the rights, powers, authorities, discretions, entitlements and remedies of the Promoter under this Agreement, and Applicable Law (defined hereinafter), the Promoter shall be entitled, in its discretion, to terminate and cancel this Agreement in the circumstances set out in Article (11.2) and/or Article (11.3) hereinbelow.
- 11.2 If due to Applicable Law (defined hereinafter), and/or any action of concerned authorities, and/or any legal action, circumstances, or reasons, and/or any events as set out in Article 15.11.1, the Promoter, in its discretion, is of the opinion that Whole Project or any part thereof, including construction of the Project, shall or may be suspended, or stopped, for twelve (12) consecutive months, or more, or any part of Whole Project has, in fact, been stopped or suspended for the aforesaid period of twelve (12) consecutive months, then the Promoter shall be entitled, in the Promoter's discretion, to terminate and cancel this Agreement by delivering a written notice of termination to the Allottee/s. On the delivery of such notice to the Allottee/s, this Agreement and any writings as may have been executed in pursuance hereof, shall ipso facto automatically and forthwith stand cancelled and terminated, without any further act, deed, matter or thing having to be done, executed, or performed, by the Parties. Within the time specified hereinafter, after such termination, the Promoter shall refund the Purchase Price installments received and realised by the Promoter, together with Interest (defined hereinafter) thereon from the date such payments were received and realized by the Promoter, up to the date of termination of this Agreement or the date of refund as referred to in the Deed of Cancellation mentioned herein below or in any related and incidental documents and writings, together with an agreed one-time fixed pre-estimated liquidated damages amount of Rupees One Hundred only per square meter Carpet Area (RERA) of the Apartment (which Parties consider to be reasonable, and not as a penalty) after deducting (i) all costs, charges and expenses incurred by the Promoter for provision / installation in the Apartment of any extra or premium fixtures, fittings, etc., in place of or in addition to the standard fixtures, fittings, etc. to be provided therein, as may have been required by the Allottee/s; together with, (ii) all costs, charges and expenses incurred by the Promoter for the white good/s, commodity/ies, gift/s, service/s or facility/ies, if provided free of cost, or at a concessional rate/price, as and by way of promotional activity or otherwise, to the Allottee/s; together with, (iii) Taxes (as defined under this Agreement) paid/payable and together with, (iv) all charges / fees (by whatsoever name called), if any paid/required to be paid by the Promoter to banks or financial institutions or any other financiers, including any charges that may be paid/required to be paid by the Promoter under subvention scheme and/or any other scheme. The aforesaid refundable amount with Interest thereon, and pre-estimated liquidated damages, shall become due and payable at the end of twelve (12) weeks from the date of appropriate execution/registration of Deed of Cancellation (in terms of a draft prepared by the Promoter) recording the

termination and cancellation of this Agreement and any related and incidental documents and writings, if called upon by the Promoter to do so and shall be refunded / paid by the Promoter to the Allottee/s (or at the sole option of the Promoter to the bank / financial institution / financier from whom the Allottee/s has/have availed of a housing loan) within thirty (30) Days therefrom . It is agreed and clarified that other than the aforesaid refund amount with Interest thereon and pre-estimated liquidated damages as mentioned in this Article, to be paid, the Promoter shall not be liable to make payment of any further or other amount, damages, compensation amounts, or liabilities to the Allottee/s. It is further agreed and clarified that in the event the Promoter does not call upon the Allottee/s to execute and register the aforesaid Deed of Cancellation, then the aforesaid refundable amount with Interest thereon, and pre-estimated liquidated damages, as mentioned in this Article, shall become due and payable at the end of twelve (12) weeks from the date of appropriate execution/registration of any related documents and writings, if called upon by the Promoter to do so for recording the termination of this Agreement and shall be refunded / paid by the Promoter within thirty (30) Days therefrom. The amount deducted as aforesaid towards the stamp duty and registration charges paid by the Promoter on this Agreement shall be refunded to the Allottee/s by the Promoter only on receipt of such refund from the concerned authority by the Promoter and the Allottee/s agree to the same.

- 11.3 The Allottee/s agree and confirm herein that if the Allottee/s desires to terminate this Agreement for no default on part of the Promoter, then the Promoter shall be entitled to deduct from the Purchase Price received and realized by the Promoter till then; (i) Taxes (as defined under this Agreement) paid / payable; and together with (ii) Interest (defined hereinafter) on delayed payments, if any; (iii) the stamp duty and registration charge paid on this Agreement and (iv) the Other Reimbursements / Amounts Payable including Liquidated Damages (as stated hereinafter in Article 11.3 hereinafter) and refund the balance if any after such deductions and the Promoter shall not be liable/obligated to pay any liquidated damages and/or any damages whatsoever to the Allottee/s, on such termination. Upon such termination, the Allottee/s shall be bound and liable to execute and register a Deed of Cancellation (in terms of a draft prepared by the Promoter) recording such termination and cancellation of this Agreement, however the date of the Allottee/s aforesaid notice of termination shall be deemed to be the date on which this Agreement has stood terminated and cancelled. The aforesaid amounts of refund as stated herein this Article by the Promoter to the Allottee/s shall become due and payable at the end of twenty-four (24) weeks from the execution and registration of the Deed of Cancellation by the Allottee/s and shall be refunded/paid within thirty (30) Days therefrom.
- 11.4 If the Allottee/s commits an Event of Default (defined hereinafter), the Promoter shall be fully and freely entitled, in its discretion, and without prejudice to all its rights and remedies herein, and under Applicable Law (defined hereinafter), to deliver to the Allottee/s a fifteen (15) Day prior notice in writing of its intention to terminate and cancel this Agreement, and if the Allottee/s fail/s, refuse/s and/or neglect/s for any reason whatsoever to remedy or rectify such Event of Default, to the satisfaction of the Promoter, by the expiry of the aforesaid notice period of fifteen (15) Days, then this Agreement and any writings that may have been executed in pursuance hereof shall forthwith ipso facto and automatically and stand cancelled and terminated without any further act, deed, matter or thing being required to be done, executed and performed, by the Parties. On and after such termination, pre-estimated liquidated damages equivalent to ten per-cent of the Purchase Price (which the Parties have considered, and mutually agreed, to be reasonable and not being a penalty) shall be payable by the Allottee/s to the Promoter, and accordingly shall be deducted and appropriated by the Promoter from and out of the Purchase Price paid by the Allottee/s (hereinafter referred to as the “**Liquidated Damages**”), which shall be deducted and appropriated by the Promoter from and out of the Purchase Price received and realised by the Promoter, and (i) Interest on delayed payments, if any;

together with, (ii) the brokerage / commission paid to estate agent/s in relation to the allotment of the Apartment; together with, (iii) all costs, charges and expenses incurred by the Promoter for provision / installation in the Apartment of any extra or premium fixtures, fittings, etc., in place of or in addition to the standard fixtures, fittings, etc. to be provided therein, as may have been required by the Allottee/s; together with, (iv) all costs, charges and expenses incurred by the Promoter for the white good/s, commodity/ies, gift/s, service/s or facility/ies, if provided free of cost, or at a concessional rate/price, as and by way of promotional activity or otherwise, to the Allottee/s; together with, (v) Taxes (as defined under this Agreement) paid / payable; together with, (vi) all charges / fees/ Pre EMIs / interest (by whatsoever name called), if any paid/required to be paid by the Promoter to banks or financial institutions or any other financiers, including any charges that may be paid/required to be paid by the Promoter under subvention scheme and/or any other scheme, and together with (vii) the stamp duty and the registration fees paid by the Promoter in respect of this Agreement (hereinafter collectively referred to as the **“Other Reimbursements / Amounts Payable”**), shall also be deducted and appropriated by the Promoter from and out of the Purchase Price received and realised by the Promoter, and the net balance thereof, shall be paid to the Allottee/s (or at the sole option of the Promoter to the bank / financial institution / financiers from whom the Allottee/s has/have availed of a housing loan), by the Promoter. The aforesaid amounts, if any payable by the Promoter, shall become due and payable at the end of twenty-four (24) weeks from the execution and registration of a Deed of Cancellation (in terms of a draft prepared by the Promoter) recording the termination and cancellation of this Agreement, and any related and incidental documents and writings, if so required by the Promoter in its sole discretion and shall be refunded/paid within thirty (30) Days therefrom. It is agreed and clarified that if any part of the Liquidated Damages and the Other Reimbursements/Amounts Payable is not recoverable from the Purchase Price paid by the Allottee/s, the same shall be paid by Allottee/s to the Promoter within fifteen (15) Days from the aforesaid cancellation and termination along with Interest thereon till receipt of the aforesaid amount (including the accrued Interest) by the Promoter. It is agreed and clarified that other than the aforesaid amount to be refunded, the Promoter shall not be liable to bear, refund, pay and discharge to the Allottee/s any other amounts, charges, liabilities, compensation or damages.

For the purpose of clarification, it is clarified that the provisions mentioned in Article 5.15.5 shall *mutatis mutandis* applicable to Article 11.2 and 11.3 hereinabove for effecting termination/cancellation of this Agreement.

- 11.5 Wherever the term “Event of Default” appears in this Agreement, the same includes the occurrence of all or any of the following events:
- (a) the Allottee/s delaying, or committing default in making, and/or failing, refusing, or neglecting, to make payment of three installments of any of the Aggregate Payments, or any part/s or installment/s thereof, as the case may be, on or before respective due dates; and/or
  - (b) Allottee/s not attending the concerned sub-registrar’s office for registration of this Agreement, as and when called upon by the Promoter.
  - (c) the Allottee/s committing any breach or default of, or not being in observance, performance, or compliance with any of the terms, conditions, covenants, undertakings, representations and/or warranties contained in this Agreement, and/or as given by him/her/them/it under this Agreement, and/or of any Approvals and/or Applicable Law (defined hereinafter), etc; and/or
  - (d) the Allottee/s has/have been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up or dissolved, as the case may be; and/or

- (e) the Allottee/s receiving any notice from any concerned authorities, and/or any foreign state or government, and/or any authorities of any foreign state or government, under any laws, rules, or regulations, and/or the Allottee/s' involvement in any money laundering and/or illegal activity/ies, and/or the Allottee/s being declared to be proclaimed offender/s and/or a warrant being issued against him/her/them/it under any laws, rules, or regulations; and/or
  - (f) the Allottee/s failing, neglecting, or refusing, to attend at the Office of the Sub-Registrar/Joint Sub-Registrar of Assurances concerned, for registration of this Agreement, and/or admitting execution thereof within the timeframe stipulated by the Promoter as stated herein this Agreement;
  - (g) the Allottee/s does or cause to be done by any party known to him any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the building / Project / Whole Project or the Promoter or its representatives.
- 11.6 It is agreed and confirmed by the Allottee/s that upon the termination and cancellation of this Agreement, under any of the terms, conditions and provisions of the Agreement, including under Article (5) or Article (11), the following shall forthwith apply and bind the Allottee/s, that is:
- 11.6.1 the Allottee/s shall cease to have any right, title, interest, claim, or demand in or to the Apartment and the Parking Space/s, under this Agreement, and any related and incidental documents and writings and the Promoter shall be fully and freely entitled to allot and sell, deal with and/or otherwise alienate the same, as the Promoter deems fit, in its discretion;
  - 11.6.2 any mortgage, charge, lien or security interest created by the Allottee/s over the Apartment, and/or the Allottee/s interest under this Agreement, shall automatically stand terminated, cancelled, released and discharged, without any act, deed, matter or thing required to be done, executed or performed.
- 11.7 It is irrevocably agreed and confirmed by the Allottee/s that in the event the Allottee/s fails, refuses and/or neglects to come forward to sign/execute the Deed of Cancellation as referred to in Articles (5.14), (11.2) or (11.3) of this Agreement, and admit execution thereof before the concerned Sub-Registrar of Assurances, within a period of fifteen (15) days from the date the Promoter has called upon the Allottee/s to do so, then in such an event the Promoter shall be entitled to, and shall have the absolute and irrevocable right and authority, to sign and execute the Deed of Cancellation and all related and/or incidental deeds, documents and writings in respect thereof (hereinafter collectively referred to as the “**Cancellation Documents**”) for and on behalf of the Allottee/s, and get the same, or such of them as may be required, registered with the concerned Sub-Registrar of Assurances, and to do, execute and perform all acts, deeds, things and matters related and/or incidental thereto, for and on behalf of the Allottee/s, and for the said purposes, the Allottee/s hereby irrevocably nominates, constitutes, appoints and authorises the Promoter, acting through any of its directors or authorised representatives, from time to time, to be the constituted attorney of the Allottee/s, and in the name, and for and on behalf, of the Allottee/s, to do, execute and perform the following acts, deeds, things and matters, that is to say:-
- 11.7.1 to sign and execute the Cancellation Documents for and in respect of the cancellation and termination of this Agreement and any related and incidental documents and writings;
  - 11.7.2 to present and lodge the Cancellation Documents, or such of them as may be required, before / with the concerned Sub-Registrar of Assurances, and admit



execution thereof, and to do, execute and perform all necessary acts, deeds, things and matters for getting the same effectively registered, and to collect the originals thereof after the same have been duly registered;

11.7.3 to apply for and obtain from the concerned authorities, including those under the Maharashtra Stamp Act, 1958, refund of the stamp duty paid in respect of this Agreement;

11.7.4 to give and provide proper receipts and discharges for such refund to the concerned authorities;

11.7.5 for the purposes aforesaid, to do, execute and perform all necessary acts, deeds, things and matters, including to sign, execute, affirm, submit and file all necessary correspondence, applications, forms, affidavits, declarations, undertakings, indemnities, authorizations, and other documents and writings.

The Allottee/s hereby irrevocably agrees and undertakes to ratify and confirm all and whatsoever that shall be done, executed and performed by the Promoter in exercise of the aforesaid powers and authorities. The aforesaid rights, entitlements, powers and authorities in favour of the Promoter are without prejudice to, and in addition to, all the other rights, remedies and entitlements available to the Promoter under this Agreement and/or under Applicable Law.

11.8 (a) It is agreed and confirmed by the Allottee/s that since the Promoter has made payment of the stamp duty in respect of this Agreement, the Promoter shall be fully entitled and at liberty to apply for and obtain refund of such stamp duty from the concerned Governmental Authority, including those under the Maharashtra Stamp Act, 1958 and further that till the receipt of such refund of the stamp duty from the concerned Governmental Authority, the Promoter shall be fully entitled and at liberty to deduct the amount of stamp duty paid on this Agreement by the Promoter, alongwith the amounts to be deducted on termination opted by the Allottee/s irrespective of whether due to default or no default on part of the Promoter, and the Promoter shall be liable to refund the same to the Allottee/s only after receipt of the same from the concerned Governmental Authority.

(b) The Allottee/s agree/s to sign, execute and affirm all applications, forms, correspondence, affidavits, declarations, indemnities, undertakings, authorizations and other documents and writings, and do and perform all other acts and deeds, as may be required by the Promoter and/or the concerned Governmental Authority, to enable the Promoter to apply for and obtain refund of the stamp duty as herein mentioned.

(c) In the event this Agreement is terminated in the circumstances mentioned in Article (11.3) of this Agreement, and pursuant thereto, the Promoter is in receipt of the entire Liquidated Damages and Other Reimbursements/Amounts Payable On Termination, and if the Promoter has received the refund of the stamp duty amount paid in respect of this Agreement, or any part thereof, from the appropriate Governmental Authority, then the Allottee/s shall be entitled to claim from the Promoter such stamp duty paid on this Agreement, or such part thereof as is refunded to the Promoter, without any interest, and after the deduction therefrom of all costs, charges and expenses incurred by the Promoter for obtaining such refund. It is hereby expressly agreed and clarified by and between the Parties that if pursuant to such termination the Promoter is not in receipt of the entire Liquidated Damages and the Other Reimbursements / Amounts Payable On Termination, then the Promoter shall be absolutely entitled and have the right to appropriate to itself the stamp duty amount so refunded, or such part thereof as may be required, to make good the shortfall in the Liquidated Damages and the Other Reimbursements / Amounts Payable On Termination as may be due to it.

## **ARTICLE 12 - INSURANCE**

Upon Project Completion and Balance Projects occurring and subsequently upon completion of construction of the Common Areas & Amenities, the same shall be respectively insured by the Promoter, to such extent, as it deems fit, in its discretion, against risks including third-party liability, acts of God, etc., but not in respect of any articles, chattels, goods, or personal effects therein; all of which shall be suitably insured by the allottees and purchasers at his/her/their/its own cost and liability. The cost of the insurances to be obtained by the Promoter shall be recovered from the Allottee/s as a part of the Other Charges & Deposits and the Allottee/s shall bear and pay the same.

## **ARTICLE 13 – INDEMNITY**

- 13.1 The Allottee/s hereby agree/s and undertake/s to indemnify and keep indemnified and saved harmless, at all times, the Indemnified Parties (defined hereinafter), and their estates and effects, against all loss or damage, and/or any suits, actions, proceedings or notices that they, or any of them, may sustain and suffer, and all costs, charges and expenses, that they, or any of them, may incur by reason, or as a result of: (a) any failure, breach, default, non-observance, non-performance, or non-compliance, by the Allottee/s of any of the terms, conditions and provisions of this Agreement, and/or (b) any accident or injury caused to, or suffered by, the Allottee/s, or his/her/their/its family members, guests, servants, agents, representative/s, and any person/s residing in, or occupying, or entering upon the Whole Project, including any persons visiting the Allottee/s or his/her/their/its family, guests or visitors or staff, and all persons claiming through or under them or any of them.
- 13.2 Wherever the term “*Indemnified Parties*” appears in this Agreement, the same shall mean the Promoter, Promoter Affiliates (defined hereinafter) and the PMC, and their respective directors, partners, shareholders, constituents, representatives, officers, employees, servants, agents, and all persons claiming under them, and their respective successors and assigns.

## **ARTICLE 14 - NO LIABILITY**

- 14.1 Neither the Promoter, nor any Promoter Affiliates (defined hereinafter), nor the PMC, nor any of their respective directors, officers, employees, agents, or contractors, shall be liable to the Allottee/s, and/or any persons claiming through or under the Allottee/s, or otherwise, for and/or in respect of:
- 14.1.1 any harm, injury, loss or damage to any person/s, or property caused by, or through, or in any way associated with, a failure, malfunction, explosion or suspension of electricity, telephone, gas, water, drainage, or sewerage, supply or connections to the Whole Project or any part thereof, and whether or not the same is caused by any events as set out in Article 15.11.1(e) and Article 5.13 or otherwise howsoever;
  - 14.1.2 any harm, injury, loss, damage, or inconvenience suffered by, and/or caused to, any person/s, or property, due to, or related to, or caused by, or in the course of the use, or entry into the Apartment, and/or the access to any part of the Whole Project; and
  - 14.1.3 for the security, safekeeping and insurance, of the Whole Project, or any part thereof, and of any person/s therein, and/or of the contents and possessions thereof.

## **ARTICLE 15 - GENERAL PROVISIONS**

### **15.1 Interest**

15.1.1 Without prejudice to all the Promoter's rights and remedies herein, and under Applicable Law (defined hereinafter), the Allottee/s shall be liable to pay, to the Promoter, Interest on all outstanding, overdue, and/or unpaid, Aggregate Payments calculated from the due date for payment thereof till payment in full (with accrued Interest). In addition to the Allottee/s's liability to pay Interest as aforesaid, the Allottee/s shall also be liable to pay and reimburse to the Promoter, all costs, charges, expenses and damages whatsoever, which may be incurred, borne, suffered, or paid, by the Promoter, including in relation to any suits, actions, proceedings, or notices filed, instituted or issued by or against it, for the purpose of enforcing any of its claims, rights and/or benefits under this Agreement and/or for enforcing obligations, payments of and recovering from the Allottee/s such outstanding amounts, charges and liabilities, including Interest as aforesaid under this Agreement.

15.1.2 Wherever the term "*Interest*" appears in this Agreement, the same shall mean interest payable by Allottee/s to the Promoter or by the Promoter to the Allottee/s, as the case may be, at the rate of two percent above the highest State Bank of India Marginal Cost of Lending Rate as prevalent at the time of payout; provided in case the State Bank of India Marginal Cost of Lending Rate is not in use then interest shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.

## 15.2 Allottee/s Obligation of Confidentiality

15.2.1 The Allottee/s shall during the subsistence of this Agreement and at all times thereafter, keep strictly confidential all Confidential Information (defined hereinafter), and shall not, without the prior written permission of the Promoter, which may be granted, or refused, in the Promoter's discretion, disclose, or divulge, directly, or indirectly to any third party, except to the Allottee/s' advisors and officers (subject always to similar duties of confidentiality), any Confidential Information, except where any Confidential Information:

15.2.1.1 is required by Applicable Law (defined hereinafter) to be disclosed;

15.2.1.2 is required to be disclosed by any governmental Authority/ies with relevant powers to which the Allottee/s is subject or submits;

15.2.1.3 is or shall (otherwise than by breach or default of this Agreement) be in the public domain;

15.2.1.4 is required in connection with any financing which the Allottee/s may require or has already obtained in terms and in accordance with this Agreement.

15.2.2 Without prejudice to the generality of the foregoing provisions, the Allottee/s agree/s and undertake/s that no press releases, statements, interviews, publicity, advertisement, notices, disclosures, and/or any other publicity, whether in print or digital media (including social media), of, or concerning, or related to, the agreement for allotment and sale herein, and/or any Confidential Information, shall be directly or indirectly issued, given, made, motivated, distributed, generated, or disseminated, in any manner, by the Allottee/s, without the prior written permission of the Promoter, which permission may be refused by the Promoter, in its discretion.

15.2.3 Wherever the term "*Confidential Information*" is used in this Agreement, the same shall include all information imparted by the Promoter to the Allottee/s,

and obtained by the Allottee/s under, and/or in connection with this Agreement on, before, or after, the date of execution of this Agreement, relating to the Whole Project Land, and/or Whole Project and/or the Project, and/or current or projected plans or affairs of the Promoter, or Promoter Affiliates (defined hereinafter), including: (i) this Agreement and the terms hereof, (ii) all documents, records, writings, Plans, Approvals, the Informative Materials, etc., product information and unpublished information related thereto, and any other commercial, financial or technical information relating to the Whole Project Land, and/or the Whole Project, or any part/s thereof, and (iii) the existence of any discussions, or negotiations, any proposal of business terms, and any due diligence materials, and other transaction documents, in each case to the extent relating to the transaction contemplated under this Agreement.

### 15.3 Intellectual Property

- 15.3.1 The Allottee/s acknowledge/s that all Intellectual Property (defined hereinafter) is and shall always be exclusively owned and held by the Promoter alone and that the Allottee/s shall never have any right, title, interest or license in respect thereof;
- 15.3.2 The Allottee/s shall not reproduce/replicate/publish or use in any manner howsoever, whether for commercial purposes, personal reasons, or otherwise, any Intellectual Property (defined hereinafter), and/or any Plans, Approvals, Informative Materials and/or any such materials which may be created or intended/proposed to be created or marketed by the Promoter, and disclosed to the Allottee/s, prior to, or during the subsistence of, the Agreement;
- 15.3.3 The Allottee/s shall immediately bring to the notice of the Promoter any improper or wrongful use or any unauthorised replication/reproduction of Intellectual Property (defined hereinafter), by any persons or parties, which has come to its/their knowledge;
- 15.3.4 Wherever the term “*Intellectual Property*” is used in this Agreement, the same means the wordmark “*Kalpataru*” and/or “*Vivant*” and any combination of words in which such name and wordmark is used and any word, name, device, symbol, logos, corporate names, insignia, emblems, workmarks, slogan, design, brand, service mark, service names, trade name, trade dress, patents, circuit layouts, business and domain names, copyrights, other distinctive feature or any combination of the aforesaid, whether registered or unregistered, and used in connection with the businesses and activities of the Promoter and/or in respect of the Whole Project Land and/or the developments and projects to be undertaken thereon from time to time (with all amendments, upgrades, additions or improvements thereto), and product configuration, industrial design, or trade secret law or any other laws with respect to designs, formulas, algorithms, procedures, methods, techniques, ideas, know-how, programs, subroutines, tools, inventions, creations, improvements, works of authorship, other similar materials and all recordings, graphs, designs, drawings, reports, analyses, other writings and any other embodiment of the foregoing, in any form whether or not specifically listed herein, which may subsist in any part of the world, for the full term of such rights, including any extension to the terms of such right.

### 15.4 Notices

- 15.4.1 All notices, intimations, demands, correspondence and other communications to be served on the Allottee/s or the Promoter, as the case may be, under, and/or in pursuance of this Agreement, shall be deemed to

have been duly, effectively and sufficiently delivered, if dispatched to the Allottee/s or the Promoter by Registered Post A.D., or by hand delivery, to the postal address, and/or by e-mail, at the e-mail address of the Allottee/s and the Promoter, respectively, as recorded in the Statement annexed hereto and marked **Annexure 'I'**.

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

15.4.3 That in case there are Joint Allottee/s all communications shall be sent 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 be considered as properly served on all the Allottee/s.

#### 15.5 **Amendment**

15.5.1 Neither this Agreement, nor any term or provision hereof, shall be changed, waived, discharged, or amended, orally, except that any term of this Agreement may be amended and the observance of any such term may be waived (either generally or in a particular instance and either retroactively or prospectively) by the parties; provided however that no such waiver shall extend to or affect any obligation of a Party not expressly waived by the other Party, or impair any right consequent therein.

15.5.2 Neither the failure to exercise, nor any delay in exercising, any right, power, privilege or remedy, by a Party, under this Agreement, shall in any way impair or affect the exercise thereof by such Party, or operate as a waiver thereof by the Promoter in whole or in part.

#### 15.6 **Promoter's Rights Cumulative**

The rights, powers, privileges and remedies of the Promoter under this Agreement, are and shall always be cumulative, and are not exclusive of any rights, powers, privileges or remedies of the Promoter, as may be available under Applicable Law (defined hereinafter), or otherwise.

#### 15.7 **Severability**

If any provision of this Agreement shall be determined to be void or unenforceable under RERA, or under other Applicable Law, such provisions of this Agreement, shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to RERA or Applicable Law (defined hereinafter), 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.

#### 15.8 **Entire Agreement**

Unless otherwise specifically stated to the contrary herein, this Agreement constitutes and contains the entire, composite and complete agreement between the Parties with respect to the agreement herein for allotment and sale of the Apartment, and supersedes all prior letters of intent, term sheets, writings, correspondence, e-mails, communications, negotiations, Informative Materials etc. (whether oral or written), issued, and/or executed and/or exchanged between the Parties, and/or their respective agents, representatives and officers; none of which shall be referred to and/or relied upon by the Allottee/s. All terms & conditions as contained hereunder shall be subject to the provisions of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as the "**RERA**").

## 15.9 Registration

- 15.9.1 The Promoter and the Allottee/s shall, as required under RERA, immediately after the execution of this Agreement but in any event, not later than four (4) months from the date hereof, at the Promoter's costs, expenses and initiation, present and lodge this Agreement for registration with the Office of the Sub-Registrar/Joint Sub-Registrar of Assurances concerned, and admit execution of the same.
- 15.9.2 The Allottee/s has been informed, and is aware, that this Agreement is to be executed and registered with the Office of the Sub-Registrar/Joint Sub-Registrar of Assurances concerned, upon making payment of 10% of the Purchase Price and failure of the same may result in action by the concerned Authorities. In view thereof, the Allottee/s agrees and accepts that he/she/it/they shall be solely liable and responsible for all the costs, charges and consequences that the Promoter may incur or suffer on account of the failure of the Allottee/s to attend the concerned office of the Sub-Registrar/Joint Sub-Registrar of Assurances as called upon by the Promoter and admit execution of this Agreement, and register the same with the Office of the Sub-Registrar/Joint Sub-Registrar of Assurances concerned, , for any reason whatsoever, and the Promoter shall not be liable or responsible for the non-registration of this Agreement and for the consequences arising therefrom, nor shall the Promoter be liable to pay any penalty for their late attendance to complete the registration formalities. The Allottee/s agrees and confirms that if the Allottee/s fail and/or delay in registering this Agreement as called upon by the Promoter, then the Promoter shall be entitled to recover any penalty for Allottee's late attendance to complete the registration formalities and the same shall deemed to be an Event of Default of the Allottee/s under this Agreement and the Allottee/s shall be laible for consequences arising therefrom.

## 15.10 Informative Materials; Show Apartment

- 15.10.1 The Allottee/s is/are fully and completely informed and is/are aware that all advertisements, publicity, or promotions, of whatsoever nature in respect of the Whole Project, including the Project, in any media, including print, and/or electronic, and/or digital media, and includes writings, brochures, leaflets, pamphlets, plans/plan booklet, handouts, presentations, advertisements, oral or written representations, made and/or published, and/or generated by, or on behalf of, the Promoter, and any other such information or materials as may be made, or published by, or on behalf of the Promoter; and includes publicity reports and includes the show/sample apartment/units with fixtures, fittings, finishes and amenities etc. provided therein, and/or all matters related or incidental thereto (hereinafter collectively referred to as the “**Informative Materials**”), have been, and always will be, merely for the sake of convenience, whereby the terms, conditions, and provisions of this Agreement shall solely and exclusively apply and control.
- 15.10.2 The show/sample apartment including all finishes, furniture, items, electronic goods, amenities etc. therein, if any, are only for representational purposes for depicting lifestyle and illustrating a possible option of the design and layout of the apartment/unit. All internal dimensions in the apartment/unit as depicted in the Informative Materials are computed on the basis of unfinished wall/column surfaces. The Promoter is not liable or obligated to provide the Apartment as per show/sample apartment/unit with finishes, furniture, items, electronic goods, amenities etc. therein.

## 15.11 Definitions & Interpretation

15.11.1 Wherever the following terms are used in this Agreement, the same shall have the meanings respectively assigned to them below:

- (a) “*Agreement*” means this Agreement and includes all recitals and schedules herein and all annexures hereto, and also includes any modification hereof reduced to writing and executed by the duly authorised representative/s of the Promoter and by the Allottee/s; which writing shall be expressed to be supplemental to, or as a modification or amendment of, this Agreement.
- (b) “*Applicable Law*” includes all laws, rules, regulations, development control rules and regulations including the orders, judgments, decrees, ordinances, guidelines, notices, notifications, schemes, Government Resolutions (GRs) and directions, the Approvals, and the terms and conditions thereof, as may be issued, or imposed, or required, or mandated, in any manner by any concerned authority, or courts of law, or judicial or quasi-judicial bodies or authorities, and as are, or may be, in force from time to time, and/or applicable to the Whole Project, and/or Whole Project Land, or any part/s thereof; all being of the Republic of India.
- (c) “*Day*” means a working day, in the State of Maharashtra, as notified by the State Government of Maharashtra from time to time.
- (d) “*Promoter Affiliates*” means any company/ies, entity/ies, concern/s or person/s who/which is/are nominee/s of, and/or group, holding, or affiliate, or subsidiary company/ies, entity/ies, or concern/s, of the Promoter, and/or associated, or affiliated, with the Promoter by contract, or otherwise.
- (e) "Force Majeure Events" includes:
  - (i) Any war, civil commotion or act of God,
  - (ii) Any notice, order, rule, regulation, circular, notification or directive of the government and/or other public or other competent authority/court.

15.11.2 In this Agreement:

- (a). unless the subject or context otherwise requires, reference to the word “*include*”, “*includes*” or “*including*” shall be construed as without limitation;
- (b). reference to the terms “*herein*”, “*hereto*”, “*hereof*”, or “*thereof*”, and any other similar terms refer to this Agreement and not to the particular provision in which the term is used, unless the subject or context otherwise requires;
- (c). bold typeface, headings and titles are used for convenience of reference only and shall not affect the construction of this Agreement, and/or limit, extend, or define any of the terms, conditions and provisions hereof;
- (d). wherever the Allottee/s has/have confirmed, and/or accepted, and/or acknowledged, and/or agreed to, and/or given any undertaking in respect of, any act, deed, matter, thing, item, action, or term or provision

of this Agreement, the same means, and shall be deemed to mean, the irrevocable and unconditional confirmation, acceptance, acknowledgement, agreement, undertaking, declaration, representation and warranty on the part of the Allottee/s, in respect of, and/or in relation, to such act, deed, matter, thing, item, action, or provision;

- (e). wherever reference is made to the “*discretion of the Promoter*”, or “*Promoter’s discretion*”, and any grammatical variations thereof, the same means, and shall be deemed to mean, the sole, absolute and unfettered discretion of the Promoter, which irrevocably binds the Allottee/s and all other concerned persons, and which shall not be called into question, and/or challenged, and/or disputed in any manner, on any grounds whatsoever, by the Allottee/s and all concerned persons;
- (f). wherever reference is made to the “*entitlement*” of the Promoter, and/or the Promoter being “*entitled*”, and any grammatical variations thereof, the same means, and shall be deemed to mean, the full complete, absolute, exclusive and unfettered entitlement and liberty of the Promoter in its sole discretion, over, and/or in relation, to the act, deed, matter, or thing in question;
- (g). time is of the essence in respect of the performance by the Allottee/s of all his/her/their/its obligations, including financial obligations. If any time period specified herein is extended in writing by the Promoter in its discretion, such extended time period shall also be of the essence;
- (h). references to recitals, articles, clauses, schedules and annexures shall be reference to the recitals, articles, clauses, schedules and annexures contained in, or annexed to, this Agreement, as the case may be;
- (i). references to laws, rules or regulations, or to any provision/s thereof, shall include references to any such law, rules and regulations as they may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation, including rules or regulations, made from time to time under that provision;

## 15.12 Costs

- 15.12.1 The Promoter shall bear and pay the stamp duty and registration fees payable in respect of this Agreement. Other than stamp duty and registration fees as referred to in this Article 15.12.1, all costs, charges and expenses, including all out-of-pocket charges / expenses, payable upon and in respect of this Agreement and all documents and writings related and/or incidental to this Agreement, shall be borne and paid solely by the Allottee/s;
- 15.12.2 All costs, charges and expenses, stamp duty, registration charges, Taxes, professional fees or charges payable to the Promoter’s Advocates & Solicitors, etc., arising, and/or payable, in respect of all deeds, documents, instruments and writings incidental or related to this Agreement, and/or to be executed in pursuance hereof, in respect of the Deed/s of transfer in favour of the Entity & Organisation relating to the transfer and conveyance of structure and the limited common areas and amenities including the common areas and amenities as the case may be to the Entity & Organisation shall be proportionately borne and paid by the allottees and purchasers of all Premises in Whole Project and/or the Entity & Organisation formed in respect of the Whole Project.

## 15.13 Successors and Assigns



- 15.13.1 No rights, liabilities or obligations under this Agreement shall be assigned by the Allottee/s without the prior written consent of the Promoter;
- 15.13.2 The Promoter shall always be entitled, in its discretion, to assign this Agreement, and/or all, or any of, its rights and obligations under this Agreement, to any Promoter's Affiliates, including any entity in pursuance of an amalgamation, merger, demerger, or other corporate restructuring of the Promoter.
- 15.14 **Laws**  
This Agreement and the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with Applicable Law.
- 15.15 **Dispute Resolution**  
Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the Real Estate Regulatory Authority as per the provisions of the RERA.
- 15.16 **Jurisdiction**  
This Agreement shall be governed in all respects by Applicable Law and subject to the provisions of Article (15.15) (Dispute Resolution), courts at Mumbai shall have exclusive jurisdiction.
- 15.17 **Survival**  
This Article (15.17), Article 5.14, Article (11) (Consequences of Termination), Article (15.4) (Notices), Article (15.16) (Jurisdiction), Article (15.15) (Dispute Resolution), Article (15.2) (Allottee/s Obligation of Confidentiality), and all other rights and obligations of the Parties that are held after, and/or are required to be observed and performed upon and/or after the termination of this Agreement, shall survive the termination of this Agreement, and the Parties shall continue to respectively hold such rights, and be bound, liable and obliged to comply with their obligations in respect thereof.
- 15.18 The Promoter and Allottee/s respectively state/s that they are respectively assessed to Income Tax and hold valid Permanent Account Numbers respectively.

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

All that pieces and parcel of freehold land bearing CTS Nos. 33A(Pt) and 76 (Pt) collectively admeasuring approximately 22661.728 square meters situate, lying and being of Village Majas at Jogeshwari (East), Mumbai and bounded as follows:

North : Partly by CTS No.33B/1, Partly by CTS No.33B/3 and Partly by CTS No.33C of Village Majas at Jogeshwari (E), Mumbai

South : Partly by CTS No.61, Partly by CTS No.58, Partly by CTS No.59, Partly by CTS No.60 and Partly by D.P. Road of Village Majas at Jogeshwari (E), Mumbai

East : Partly by CTS No.74, Partly by CTS No.71, Partly by CTS No.72, Partly by CTS No.70, Partly by CTS No.66, Partly by CTS No.64 Partly by CTS No.63, and Partly by D.P. Road of Village Majas at Jogeshwari (E), Mumbai

West : Partly by CTS No.43, Partly by CTS No.51, Partly by CTS No.52, Partly by CTS No.54, Partly by CTS No.58, Partly by CTS No.59, Partly by CTS No.60 and Partly by D.P. Road of Village Majas at Jogeshwari (E), Mumbai.

**THE SECOND SCHEDULE ABOVE REFERED TO:**  
**(Description of the Project Land)**

All that pieces and parcel of freehold land bearing CTS No.33A admeasuring approximately 727 square meters situate, lying and being of Village Majas at Jogeshwari (East), Mumbai and bounded as follows:

North : C.T.S. NOS. 33A(pt) of village Majas.

South : C.T.S. NOS. 33A(pt) & wing B of village Majas.

East : C.T.S. NOS. 33A(pt) of village Majas.

West : C.T.S. NOS. 33A(pt) of village Majas.

**THE THIRD SCHEDULE ABOVE REFERED TO:**  
**(Description of the Apartment and Parking Space/s)**

All that the proposed Apartment bearing no. \_\_\_\_\_, admeasuring approximately \_\_\_\_\_ square meters Carpet Area (RERA), on \_\_\_\_\_ habitable floor, of the Project, together with \_\_\_\_\_ vehicle Parking Space/s as an amenity attached to the Apartment, in Project known as “Kalpataru Vivant North Wing A”.

Balcony (Open) area attached to the Apartment is approximately \_\_\_\_\_ square meters

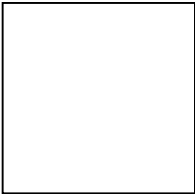
**IN WITNESS WHEREOF**, the Parties have hereunto, and to the counterpart hereof, set and subscribed their respective hands, the day and the year first hereinabove written.

SIGNED by the within named Promoter Alder Residency Private Limited in the presence of .....

)  
)  
)  
)  
)  
)

For Alder Residency Private Limited

Director/Authorised Signatory/Constituted Attorney

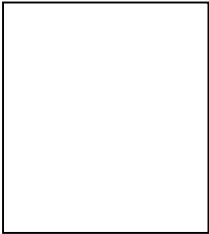


Mr. \_\_\_\_\_  
Photograph/Left Thumb Impression

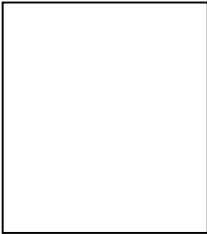
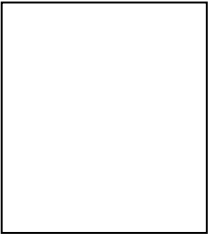
SIGNED by the within named Allottee/s,

1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_  
4. \_\_\_\_\_  
in the presence of .....

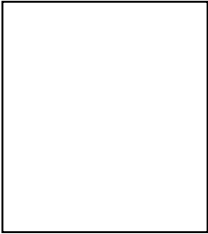
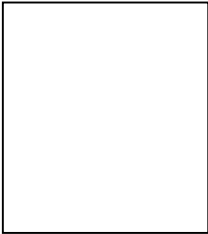
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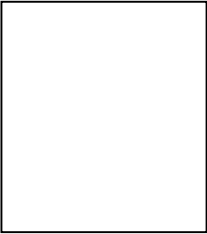
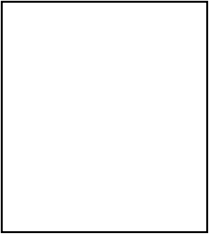
Mr. \_\_\_\_\_  
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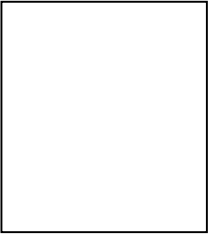
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Mr. \_\_\_\_\_  
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Mr. \_\_\_\_\_  
Photograph/Left Thumb Impression



Annexure ‘A’  
List of Deeds and Documents in respect of the Larger Land

Annexure ‘B’  
Property Card of the Larger Land

Annexure ‘C’  
Proposed Layout Plan of the Whole Project Land with the Project Land

Annexure ‘D’  
Limited Common Areas & Amenities  
And  
Common Areas & Amenities

Annexure ‘E’  
RERA Registration Certificate

Annexure ‘F-1’  
IOD

Annexure ‘F-2’  
Commencement Certificate

Annexure ‘G’  
Certificate of Title

Annexure ‘H’  
Typical Floor Plan

Annexure ‘I’  
Apartment and Allottee/s details

Sr.		Particular									
1)	Whole Project	“KALPATARU VIVANT”									
2)	Project	“KALPATARU VIVANT NORTH WING A” ([ ]) as per Maharashtra RERA Registration No. P51800051328.									
3)	Apartment	Apartment bearing No. [ ], on [ ] habitable Floor of the Project, admeasuring about; <table><tr><td></td><td>Square Meters</td><td>Square Feet</td></tr><tr><td>Carpet Area (RERA) of Apartment</td><td></td><td></td></tr><tr><td>Balcony (open) area attached to the Apartment</td><td></td><td></td></tr></table>		Square Meters	Square Feet	Carpet Area (RERA) of Apartment			Balcony (open) area attached to the Apartment		
	Square Meters	Square Feet									
Carpet Area (RERA) of Apartment											
Balcony (open) area attached to the Apartment											
4)	Parking Space/s	[ ] ( ) vehicle parking spaces as an amenity to the Apartment in the Project									
5)	Purchase Price	Rs. _____/- (Rupees _____Only)									

6)	Date of Offer of Possession of the Apartment	On or before _____.
7)	Date of Project Completion	On or before _____.
8)	Postal address of the Allottee/s	
9)	Postal address of the Promoter	101, Kalpataru Synergy, Opp. Grand Hyatt, Santacruz (East), Mumbai – 400 055.
10)	E-mail address of the Allottee/s.	
11)	E-mail address of the Promoter.	
12)	Permanent Account Numbers of the Promoter	
13)	Permanent Account Numbers of the Allottee/s	

\* The dates mentioned herein above table is subject to additional period of \_\_\_\_\_ months (as grace period) and any extended time period due to the events as set out in Article 15.11.1(e) and Article 5.13.

**Annexure ‘J’**

**Payment Schedule**

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

Sr.	Time for Payment		Amount
1	Part Booking Amount	: Rs.	/-
2	Balance Booking Amount	: Rs.	/-
3	On	: Rs.	/-
4	On	: Rs.	/-
5	On	: Rs.	/-
6	On	: Rs.	/-
7	On	: Rs.	/-
8	On	: Rs.	/-
9	On	: Rs.	/-
10	On	: Rs.	/-
11	On	: Rs.	/-
12	On	: Rs.	/-
13	On	: Rs.	/-
14	On	: Rs.	/-
15	On	: Rs.	/-

16	On	:	Rs.	/-
17	On	:	Rs.	/-
18	On	:	Rs.	/-
19	On	:	Rs.	/-
20	On	:	Rs.	/-
21	On	:	Rs.	/-
22	On Date of Offer of Possession	:	Rs.	/-
	<b>Total :</b>	:	<b>Rs.</b>	<b>/-</b>

*Note:*

- 1. The above payment schedule may not be same for all the Purchaser/s, the same will change or vary from purchaser/allottee to purchaser/allottee.*
- 2. The above payment schedule and/or installments are not in chronological order and payment for any of the aforesaid milestones may become due before or after the other milestones, depending on the date of initiation of the relevant milestone.*

**Annexure ‘J-1’**  
**RECEIPT**

**Annexure ‘K’**  
**Apartment Plan**

**Annexure ‘L’**  
**Apartment Amenities**

**Annexure ‘M’**  
**NOC from Vistra**

DATED THIS            DAY OF            202\_\_

BETWEEN

ALDER RESIDENCY PRIATE LIMITED  
...PROMOTER

AND

Mr./Miss. \_\_\_\_\_  
Mrs./M/s. \_\_\_\_\_  
Mrs./M/s. \_\_\_\_\_  
Mrs./M/s. \_\_\_\_\_

...ALLOTTEE/S

=====

**AGREEMENT FOR SALE  
KALPATARU VIVANT NORTH  
WING A**

=====

In respect of Apartment No. \_\_\_\_ on the \_\_\_\_  
habitable floor along with earmarking of \_\_\_\_  
(\_\_\_\_) vehicle Parking Space/s as an amenity  
attached to the Apartment, in the Project  
“Kalpataru Vivant North Wing A”.