

## AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("this Agreement") is made at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

### BETWEEN

**TEN X REALTY LIMITED**, a Company incorporated under the provisions of the Companies Act, 2013 having its registered office address C/o Raymond Limited, Pokharan Road, Jekegram, Thane-400606, Maharashtra, India and having CIN No. U70109MH2021PLC373916 and having PAN No. AAJCT0867E or any of its group companies or affiliates, hereinafter referred to as '**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 **FIRST PART**;

### AND

**CRD REALTORS PRIVATE LIMITED**, a private limited company incorporated under the Companies Act, 1956, having registration no. U70101MH2006PTC162473 and PAN No. AACCC8538J, with its registered office at 6<sup>th</sup> Floor, CRD Samarth, Swami Vivekanand Road, Khar (W), Mumbai-400 052, hereinafter referred to as the '**Co-Promoter**' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors) of the **SECOND PART**;

### AND

**(1) MR. RAJITHRAJ DAMODARAN NITTUKANDI** Adult/s, Indian Inhabitant/s / a partnership firm registered under the Indian Partnership Act, 1932 / a private limited / public company registered under the provisions of the Companies Act, 1956 / 2013, having his address for the purpose of these presents at **14/A, Sreerosh Seascap, Palissery, Behind District Court, Thalassery, Kunnur - 670101, Kerala** having PAN No- **AJXPN1100G**

**(2) MRS. JISHMA RAJITHRAJ NITTUKANDI** Adult/s, Indian Inhabitant/s / a partnership firm registered under the Indian Partnership Act, 1932 / a private limited / public company registered under the provisions of the Companies Act, 1956 / 2013, having her address for the purpose of these presents at **14/A, Sreerosh Seascap, Palissery, Behind District Court, Thalassery, Kunnur - 670101, Kerala** having PAN No- **AUJPJ5839P**

hereinafter referred to as "**Allottee/s**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of individual/s his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the HUF and in case of a coparcenary, the coparcenary and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and the heirs, executors and administrators of the last survivor of them and in case of a company/ body corporate its successors and permitted assigns) of the **THIRD PART**.

The Promoter and Co-Promoter shall collectively be referred as “**Promoters**”.

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

**WHEREAS:**

- A. The Maharashtra Housing and Area Development Authority ('**MHADA**') is the owner of, all that piece and parcel of land admeasuring about 41,306.20 sq. mtrs. situate at Village Bandra, Nirmal Nagar, Bandra (East), Mumbai-400051 in Registration Sub-District of Mumbai, hereinafter referred to as the “**MHADA Lay-out Land**”.
- B. In or about 1967, MHADA had constructed interalia ten buildings and two MHADA transit camps comprising of residential units as occupied by allottees on portion of MHADA Lay-out Land. The MHADA had also provided recreational ground and other infrastructures including roads for utilization by the members/allottees of MHADA Lay-out Land.
- C. The tenements in the ten buildings were allotted to individual allottees and thereafter the allottees of the Ten buildings formed themselves into a ten individual Co-operative Housing Societies in respect of each building under the provisions of the Maharashtra Co-operative Societies Act, 1960 ('**MCS Act**') and the Rules framed thereunder, which Societies are (i) Nirmal Nagar Nutan Co-operative Housing Society Limited, (ii) Nirmal Nagar Ratnadeep Co-operative Housing Society Limited, (iii) Nirmal Nagar Pancharatna Co-operative Housing Society Limited, (iv) Nirmal Nagar Sai Sadan Co-operative Housing Society Limited, (v) Nirmal Nagar Niwara Co-operative Housing Society Limited, (vi) Nirmal Nagar Aakanksha Co-operative Housing Society Limited, (vii) Nirmal Nagar Sri Krupa Co-operative Housing Society Limited, (viii) Nirmal Nagar Ekta Niwas Co-operative Housing Society Limited, (ix) Nirmal Nagar Disha Co-operative Housing Society Limited and (x) Nirmal Nagar Nirmal Co-operative Housing Society Limited (hereinafter individually referred to as the '**Society**' and collectively as the '**Ten Societies**').
- D. MHADA has executed and registered separate sale deeds in respect of the building along with registered lease deeds for the land underneath the building on the terms and conditions contained therein, in favour of Ten Societies. The List setting out details of the registration of the ten Sale Deeds and the ten Lease Deeds executed between the respective Societies and the MHADA are more particularly described in the First Schedule hereto.
- E. An association being the Nirmal Nagar 1 Co-Operative Housing Societies Association Ltd., bearing Registration No. MUM/MHADA/GEN/(O)/13474/2018-2019 dated 08/02/2019, has been formed and registered under the provisions of MCS Act and presently all Ten Societies and other structures are members of the Association (hereinafter referred to as the '**Association**').
- F. Over a period of time, the structures of the ten buildings and two MHADA transit camp buildings deteriorated, in view thereof, the Ten Societies initiated the relevant processes for the purposes of redevelopment of their respective buildings which culminated in the appointment of the Promoters.

- G. Upon completion of process by each Society as set out in Circular dated January 03, 2009, then issued under section 79A of MCS Act, the Ten Societies and the existing members of Societies with confirmation from Association have appointed the Co-promoter for the purpose of redevelopment of their respective buildings/societies.
- H. In view of the above, Vide separate registered development agreements executed and registered between each society, Existing MemFbers of Ten Societies, Association and Co-promoter, the Ten Societies and Association have appointed the Co-Promoter as the developer and granted the development rights with respect to their respective buildings and land alongwith all the legal title, rights, interest, present and future therein and on terms and conditions setout therein (collectively referred to as "**Development Agreements**"). The List setting out details of registration of the ten Development Agreements between the respective Societies, Association and the Co-Promoter are more particularly described in First Schedule hereto.
- I. The Society together with Association have also executed & registered power of attorneys in favour of the Co-Promoter, by which the Society has nominated, constituted and appointed Co-Promoter as their irrevocable attorneys inter-alia for carrying out all acts, deeds, matters and things in respect of redevelopment of the said respective buildings in the manner contained therein.
- J. By and under a Joint Development Agreement dated 6<sup>th</sup> July, 2022 entered into and executed between the Promoter referred to as Ten X therein and the Co-Promoter referred to as Developer therein and Dr. Chandrashekhar Raghunath Dound, referred to as Confirming Party therein, the Promoter and the Co-Promoter agreed to jointly redevelop the portion of land of MHADA Layout Land bearing survey no-426 (Part) and CTS No-418 (Part) admeasuring approximately 21,089 sq. mtrs. Comprising of ten buildings, two MHADA transit camp buildings and other authorised/unauthorised structures/encroachment therein, (hereinafter collectively referred to as the '**Larger Land**') in accordance with the proposal to be approved by MHADA and/or other concerned local authorities and on the terms and conditions more particularly set out therein. The said Joint Development Agreement was registered with the office of the Sub-Registrar of Assurances at Bandra - 18 under Sr. No.BDR-18/11857 of 2022 (hereinafter referred to as "**Joint Development Agreement**").
- K. The Co-Promoter simultaneously with the Joint Development Agreement executed and registered a Irrevocable Power of Attorney dated 6<sup>th</sup> July, 2022, the Co-Promoter has nominated, constituted and appointed, the Promoter as its constituted attorneys, to do all such acts, deeds, matters and things for the redevelopment of the said Larger Land including the power interalia to sell flats/offices/shops/Garages/stilt parkings/ etc. to third parties and for that purpose to sign and execute all necessary assurances, writings, letters, agreements etc. thereof. The said Power of Attorney was registered with the office of the Sub-Registrar of Assurances at Bandra - 18 under Sr. No.BDR-18/11860 of 2022;
- L. By and under a Letter of Offer bearing ref. no. CO/MB/REE/NOC/F-1060/1503/2023 dated 2<sup>nd</sup> June, 2023 ("**First MHADA Offer Letter**") to be read with Letter of Offer bearing ref. no. CO/MB/REE/NOC/F-1060/2841/2023

dated 6<sup>th</sup> November, 2023 (“**Second MHADA Offer Letter**”) (Colly “**MHADA Offer Letters**”) issued by MHADA for redevelopment of said Land, MHADA has allowed and sanctioned the development of the land admeasuring 13,698.14 sq. mtrs. (hereinafter referred to as “**Land**”) under the provisions of Regulation 33(5) of the Development Control and Promotion Regulations, 2034 (“DCPR 2034”) on the terms and conditions mentioned therein. The said Land includes the area under ten buildings, titbit area, two MHADA trasnsit camp building, area under authorised/unauthorized strcutures/encroachment area which includes temple, public toilet, shops, etc. Out of the said Land, area admeasuring 160 sq.mtr. is not in possession of the Promoter, therefore it will not be part of the Whole Project. The said Land is more particularly described in Second Schedule herein.

- M. In addition to the said Land, the First MHADA Offer Letter also includes layout public Recreation Garden (“RG”) admeasuring in the aggregate 1844.85 sq. mtrs. which the Promoter has the right to relocate in the Larger Land and use the FSI thereof. The Promoter is also entitled to relocate internal road area in the Larger Land and use the FSI thereof for the Whole Project.
- N. By an Indenture of Mortgage dated ----- executed by Promoter in favour of the ----- Bank (“----- **Bank**”) and registered in the Office of the Sub-Registrar of Assurances at ----- under Serial No. ----- (“**Mortgage**”), the Promoter mortgaged to ----- Bank a portion of the **Land** admeasuring ----- square meters in consideration of the Term Loan of Rs.-----/- (Rupees ----- Only).
- O. The Promoter intends to undertake to develop two separate residential/commercial projects on the said Land as follows:
- (i) separate and distinct residential/commercial project comprising of eight multi-storied free sale building/s having apartments for the new allottee/s alongwith amenities and facilities to be used by the allottee/s of the residential apartment and shops of Free Sale buildings to be constructed in phase wise manner upon portion of the said Land (“**The Address by GS,Bandra Project**”) and the land on which **The Address by GS,Bandra Project** is to be developed is herein after referred to as “**The Address by GS,Bandra Project Land**” admeasuring 10,924 square meters and which is more particularly delineated with hatched red coloured boundary line on the plan and;
  - (ii) another separate mix use project comprising of number of multi-storied residential building/s with separate amenities and services to be constructed upon a balance portion of the said Land having residential apartments and other units/premises for rehabilitation of the existing members and occupiers of Ten Societies, Transit Camp buildings and other structures (hereinafter referred to as the “**Occupiers Project**”) and the land on which the “Occupiers Project” is to be developed is hereinafter referred to as “**Occupiers Project Land**” which is more particularly marked with Blue colour boundary line on the plan.

The Address by GS, Bandra Project and Occupiers Project will be treated as two separate projects and the services, facilities and amenities that may be usable by the Allottee/s of The Address by GS, Bandra Project and Occupiers Project shall be separate.

The Address by GS, Bandra Project and Occupiers Projects are collectively hereinafter referred to as Whole Project and the said Whole Project shall be developed on the said Land.

- P. Subject to what is stated herein and as set out in the Title Certificate, MHADA is seized and possessed of the said Land and Transit Camp buildings. The Ten Societies have a clear and marketable title to their respective building/s, and by virtue of MHADA Offer Letters, Development Agreements and Joint Development Agreement and on obtainment of all due permissions / sanctions from the MHADA/MCGM/ competent authorities, the Promoter and Co-Promoter are entitled to develop the said Land and construct buildings thereon as may be duly permitted, by utilisation of the full and maximum development potential (both present and future) of the Larger Land and sell apartment therein in open market for consideration.
- Q. In pursuance of the MHADA Offer Letters, the MHADA has issued No-objection Certificate bearing No. CO/MB/REE/NOC/F-1060/3076/2023 dated 4.12.2023 ("**MHADA NOC**") for re-development on the said Land as mentioned therein.
- R. The MHADA/MCGM has sanctioned the plans and have issued Intimation of Approval (IOA) bearing No. MH/EE/BP Cell/GM/MHADA-97/1319/2023 dated 19.12.2023 for the construction of a The Address by GS, Bandra Project to be constructed on the portion of said Land. A copy of the said IOA is hereto annexed and marked as **Annexure "A"**;
- S. By IOA the total Floor Space Index ("FSI") of 82,867.51 sq. mts. was sanctioned for consumption in the construction and development of the Whole Project. The Promoter proposes to eventually consume FSI of 1,06,202.61 sq. mts or such further/higher FSI as may be permissible in law, in the construction and development of the Whole Project.
- T. Vide MHADA Commencement Certificate bearing No.MH/EE/(BP)/GM/MHADA-97/1319/2024/CC/1/New dated 9th May, 2024, the development approval has been presently granted interalia in respect of Tower No. 4(hereinafter referred to as Tower D) being part of The Address by GS, Bandra Project as mentioned therein to be developed on the The Address by GS, Bandra Project Land. A copy of the Commencement Certificate is annexed and marked hereto as **Annexures "B"**. The Promoter reserves the right to alter, amend and modify the layout or any part thereof in accordance with applicable laws.
- U. Pursuant to the approvals, the Promoter have commenced construction of The Address by GS, Bandra Tower D on the The Address by GS, Bandra Project Land, in accordance with the building rules and regulations and building bye-laws, and the provisions as per DCPR 2034 as applicable to MHAD, and such other laws, rules and regulations as may be in force at present and/or at any time hereinafter and also subject to such terms and conditions as may be imposed by the MHADA/MCGM/State Government/Competent Authority;
- V. As part of first phase development, the Promoter has already undertaken development of The Address by GS, Bandra Tower D(as per MHADA record Tower No: 4) in The Address by GS, Bandra Project (herein after referred to as "**Real Estate Project**"). The portion of the Land on which **the Real Estate Project**

is being developed, is identified and delineated with hatched RED coloured boundary line on the plan annexed hereto and marked as **Annexure "C"**.

- W. The necessary approvals and permissions to commence the development of Real Estate Project are obtained. Further, all the other necessary approvals and permissions from the competent authorities, so as to obtain such certificate for use and occupation of the Real Estate Project, post completion of the construction, shall be obtained, from time to time by the Promoter.
- X. The Promoter is availing the services of Licensed Architect/ Surveyor, Mitie designers & planners Pvt. Ltd, having its office at D-2, Chitrapur Chs Ltd., 27th Road, Plot No. 225, Bandra (W), Mumbai 400050 for obtaining necessary permissions and/or approvals and to get done the other related works from MHADA/MCGM and other concerned authorities.
- Y. A Structural Engineer Engineering Creations Consultancy (I) Pvt. Ltd, having its office at Matru Chaya, Flat No. 301 & 302, Opposite Bedekar Hospital Maharshi Karve Road, Naupada, Thane West 400602 is also appointed for preparation of the structural design and drawings of the building in the said Real Estate Project.
- Z. The Real Estate Project shall be under the professional supervision of the licensed consultants, the Structural Engineer and such other professionals and consultants as may be required till the completion of the Real Estate Project.
- AA. The title in respect of the Land, is duly set out in the Title Certificate dated 29<sup>th</sup> January 2024 issued by their Advocates & Solicitors, ("**said Title Certificate**"). The said Title Certificate has been annexed and marked as **Annexure "E"** hereto.
- BB. The details with regard to pending proceedings on the title of the said Land and/or part thereof are set out in the list of the pending litigation with respect to the Real Estate Project/Said Land has been uploaded on the RERA website.
- CC. The development of the **Real Estate Project**, is a part of First phase of the The Address by GS, Bandra Project and same is registered with the Real Estate Regulatory Authority ("**Authority**"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("**RERA**") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 ("**RERA Rules**"). The Authority has duly issued the Certificate of Registration ("**RERA Certificate**") and a copy of the RERA Certificate is annexed and marked as **Annexure "G"** hereto.
- DD. The Allottee/s has/have, prior to the date hereof, examined the RERA Certificate. The Allottee/s has/have also examined all the documents and information uploaded by Promoter on the website of the Authority as required by RERA and the RERA Rules and the Allottee/s has understood the documents and information in all respects. The Allottee/s confirm/s that he/she/they is/are aware that The Address by GS, Bandra Project would be developed in phase wise manner, as and when permission would be obtained and the layout/construction of the The Address by GS, Bandra Project is subject to amendments, changes and final approval from the concerned authorities.

- EE. The Allottee/s is/are desirous of purchasing residential premises / unit / apartment as mentioned in the Third Schedule herein (“**said Apartment**”) in the Real Estate Project along with right of use of car parking space as mentioned in Third Schedule and has / have approached the Promoter and requested the Promoter to allot to him/her/it/them the said Apartment in the said Real Estate Project, on the terms and condition as set out in the Application Form, Letter of Allotment and herein below in this Agreement for Sale.
- FF. The principal and material aspects of the development of the Real Estate Project, are briefly stated below:
- a. The Real Estate Project will be known as The Address by GS, Bandra Tower D (As per MHADA record Tower No:4) and it will be a part of the The Address by GS, Bandra Project.
  - b. The building of the Real Estate Project is proposed to consist of 3rd Basement +2<sup>nd</sup> Basement + 1<sup>st</sup> Basement + Plinth Level and 23 Floors upper floors.
  - c. The said Real Estate Project shall comprise of residential units / premises/ apartment/shop and other units, as may be permitted.
  - d. The common areas, facilities and amenities, that are contemplated to be constructed, developed and provided in the Real Estate Project, that may be used by the Allottee/s of the Real Estate Project, is more particularly set out in **Annexure “H”** annexed herein (hereinafter referred to as the “**Real Estate Project Amenities**”).
  - e. The Promoter shall be entitled to put up hoardings / boards of its brand name, in the form of neon signs, MS letters, vinyl and sun boards on the Real Estate Project and part thereof including on the façade, terrace, compound wall and/or any other part of the Real Estate Project. The Promoter shall also be entitled to place, select and decide the hoarding / board sites.
  - f. The Promoter shall be entitled to designate any spaces/areas in the Real Estate Project (including on the terrace and ground/basement of the building in the Real Estate Project) for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the Allottee/s and other allottees of the apartments / flats / units in the Real Estate Project. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method. For this purpose, the Promoter may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, base sub-stations, towers etc.

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

- HH. The principal and material aspects of the development of the The Address by GS, Bandra Project as disclosed by the Promoter are briefly stated below:

- (i) The Project is known as 'The Address by GS, Bandra.
  - (ii) The area of the The Address by GS, Bandra Project Land is approximately 10,924 square meters which is to be developed in a phase-wise manner.
  - (iii) The The Address by GS, Bandra Project is consisting of a eight multi-storey residential building/s which will *inter alia* comprise of a mixed use of residential, shop and such other users as may be permitted from time to time and in the manner the Promoter deems fit and provision for club house, Gym, Garden and other ancillary Mechanical, Electrical and Plumbing (MEP) structures to cater the service requirements of the The Address by GS, Bandra Project.
  - (iv) The Car Parking for the The Address by GS, Bandra Project, shall be provided in the basement of the buildings details as mentioned in the Third Schedule herein
  - (v) The The Address by GS, Bandra Project shall *inter-alia* comprise of buildings for residential users, residential tenements, dwelling units and premises of all kinds, for residential and/or any other authorized use, Car Parking, Club House, Gym, Garden and such other users as may be permitted from time to time.
  - (vi) The Allottee/s has / have perused a copy of the entire layout ("**Disclosed Layout**"), which specifies the proposed tentative locations of the new / future / further buildings / towers to be constructed on the The Address by GS, Bandra Project Land, and Occupants Project Land together with the proposed total FSI proposed to be utilized on the Whole Project ("**Proposed Potential**") and also the tentative locations where the common areas, facilities and amenities, reservations and other open and built-upon spaces are proposed to be situate.
  - (vii) The Promoter shall be entitled to put up hoardings / boards of its Brand Name, in the form of neon signs, MS letters, vinyl and sun boards on the The Address by GS, Bandra Project and on the façade, terrace, compound wall or other part of the buildings / towers as may be developed on The Address by GS, Bandra Project Land from time to time. The Promoter shall also be entitled to place, select and decide the hoarding / board sites in its sole discretion.
  - (viii) The nature of the development of the The Address by GS, Bandra Project will be phase-wise and would constitute a mixture of users as may be permissible under applicable law from time to time.
- II. The common areas, facilities and amenities including the car parking, club house, gym, garden, that is contemplated to be constructed, developed and provided in the The Address by GS, Bandra Project, are listed in **Annexure "H-1"** hereto and is hereinafter referred to as the ("**The Address by GS, Bandra Project Amenities**"). The The Address by GS, Bandra Project Amenities that may be constructed will be usable by the Allottee/s of the Real Estate Project and of other buildings to the The Address by GS, Bandra Project. However, the allottees of the The Address by GS, Bandra Project shall not be entitled to use the Real Estate Project amenities, save and except as disclosed in Annexure H. The **Annexure H** and **H-1** also set out the tentative location where it may be constructed, if any, the



tentative stagewise and time schedule of its development, including their architectural and design standard. These common areas, facilities and amenities are to be constructed in phase-wise manner, therefore though possession of the said Apartment shall be handed over on receipt of Occupation Certificate in respect of said Real Estate Project, but such Amenities may be available for use and enjoyment, only at a later date, as tentatively, set out in **Annexure H and H-1 respectively**.

- JJ. The Promoter shall be entitled to aggregate any contiguous land parcel with the development of the The Address by GS, Bandra Project Land, Whole Project Land, Larger Land as provided under the Proviso to Rule 4(4) of the RERA Rules.
- KK. The Promoter is entitled to amend, modify and/or substitute the Proposed Future and Further Development of the The Address by GS, Bandra Project Land, Occupiers Project and Larger Land, in full or in part, as may be required under applicable law from time to time.
- LL. Prior to execution of this Agreement, the Allottee/s has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the Apartment, made enquiries thereon and is/are satisfied with respect to (i) the rights of the Promoter to develop the Real Estate Project and such rights being clear and marketable; (ii) the terms of the Deed of Development and Redevelopment; (iii) the approvals and permissions (including IOA, CC) obtained till date; and (iii) the Promoter's entitlement to develop the Land and to construct the Real Estate Project thereon as mentioned in this Agreement and applicable law;
- MM. The Promoter has the right to sell the Apartment/Units/Premises in the Real Estate Project and to enter into this Agreement with the Allottee/s of the said Apartment and to receive the Sale Consideration in respect thereof.
- NN. On demand from the Allottee/s, inspection has been given to the Allottee of all the documents of title relating to the Said Land/ The Address by GS, Bandra Project Land and the plans, designs and specifications prepared by Licensed Counsellants, and of such other documents as are specified under the RERA and the Rules and Regulations made thereunder, including *inter alia* the following:
- a. All the title deeds and documents in relation to the said Land.
  - b. All the approvals and sanctions of all the relevant authorities issued till date for the development of the Real Estate Project including the layout plan, building plan, floor plan, Offer Letter, NOC, IOA and the commencement certificate;
  - c. Title Certificate dated 29<sup>th</sup> January, 2024 issued by Advocates and Solicitors.
  - d. Copies of the deeds, documents and writings referred to in the said Title Certificate;
  - e. The present Sanctioned Plan of the The Address by GS, Bandra Project and all other permissions and approvals obtained including Environment Clearance, Fire NOC, High Rise if applicable, and others;
  - f. The floor plan with demarcating the said Apartment is annexed hereto as **Annexure D**.

- g. The authenticated copies of relevant property card of each of the lands forming part of the Land; showing the nature of title of MHADA, is annexed hereto and marked as **Annexure "F" (collectively)**;
- OO. The carpet area (as defined under RERA) of the said Apartment is mentioned in the Third Schedule herein.
- PP. While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Real Estate Project and only upon the due observance and performance of which the Occupation Certificate and Building Completion Certificate in respect of the Real Estate Project and other several buildings of the The Address by GS, Bandra Project, shall be granted by the competent authority.
- QQ. Further, (i) the requisite approvals and sanctions for the development of the Real Estate Project from the competent authorities are obtained / being obtained and (ii) the approvals and sanctions from other relevant statutory authorities, are applied for and/or in the process of being obtained and/or have been obtained by Promoter.
- RR. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- SS. The Promoter has agreed to sell to the Allottee/s and the Allottee/s has / have agreed to purchase and acquire from the Promoter, the said Apartment in the Real Estate Project for an aggregate price as mentioned in the Third Schedule herein ("**Sale Consideration**") and upon the terms and conditions mentioned in this Agreement, along with right to use and enjoy the Real Estate Project Amenities and The Address by GS, Bandra Project Amenities as set out in Annexures H and H-1 herein. Prior to the execution of these presents, the Allottee/s has / have paid to Promoter a sum as mentioned in the Third Schedule herein, being part payment of the Sale Consideration of the said Apartment agreed to be sold by the Promoter to the Allottee/s as advance payment (the payment and receipt whereof the Promoter doth hereby admit and acknowledge and of and from the same doth forever release and discharge the Allottee/s forever).
- TT. Under Section 13 of RERA, the Promoter is required to execute a written Agreement for Sale of the said Apartment with the Allottee/s, i.e., this Agreement and is also required to register this Agreement under the provisions of the Registration Act, 1908.
- UU. In accordance with and subject to the terms and conditions set out in this Agreement, the Promoter hereby agree to sell and the Allottee/s hereby agree/s to purchase and acquire the said Apartment.

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

1. The above Recitals, all Schedules and Annexures herein shall form an integral part of the operative portion of this Agreement, as if the same are set out herein

verbatim. The headings given in the operative section of this Agreement are only for convenience and are not intended in derogation of RERA.

2. The Promoter shall construct the said building known as The Address by GS, Bandra Tower D (As per MHADA Record Tower No-4) having 3<sup>rd</sup> Basement + 2nd Basement + 1<sup>st</sup> Basement + Plinth Level and 23 Floor upper floors as may be permissible, of the Real Estate Project, in accordance with the plans, designs and specifications as referred hereinabove and as approved by the MHADA/MCGM and/or the other competent authorities from time to time. The Real Estate Project shall have the common areas, facilities and amenities that may be usable by the Allottee/s, and to be shared with other allottee/s of Real Estate Project as are listed in Annexure H, with tentative completion dates.

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

3. **Purchase of the said Apartment and Sale Consideration:**

- (i) The Allottee/s hereby agree/s to purchase and acquire from the Promoter and the Promoter hereby agree to sell to the Allottee/s the Apartment **as mentioned in the Third Schedule** herein of in the Real Estate Project i.e., the said Apartment, as more particularly described in the **Third Schedule** and as shown on the floor plan annexed and marked "I" hereto, at and for the Sale Consideration/Agreement Value **as mentioned in the Third Schedule** herein. The said Apartment shall contain the internal fittings, fixtures and amenities within it as set out in the **Annexure H-2 herein**.
- (ii) The Allottee/s has paid before the execution of this Agreement a sum **as mentioned in the Third Schedule herein** [not exceeding 10% (Ten percent) of the Sale Consideration] as part consideration to the Promoter and hereby agrees to pay to Promoter the balance amount of Sale Consideration/Agreement Value **as mentioned in the Third Schedule herein** as per the payment schedule mentioned in **Annexure I** annexed herein. The Sale Consideration **as mentioned in the Third Schedule herein** to be paid by the Allottee/s in the manner as mentioned in Annexure I has been determined and agreed between the Parties on the basis that the Allottee/s are liable to make payment of installments of the Consideration at the time and manner mentioned in this Agreement. The Allottee/s shall make all payments of the Sale Consideration due and payable to the Promoter through an account payee cheque/demand draft/pay order (any other instrument drawn)/RTGS in favour of "The Address By GS Bandra Tower D" or such other account as may be notified by the Promoter. The Promoter has the discretion to raise invoices for the milestones which has been completed / achieved irrespective of sequences of milestones.

- (iii) The Promoter shall issue a notice to the Allottee/s intimating the Allottee/s about the stage-wise completion of the Real Estate Project as detailed in the Payment Schedule annexed herein (the payment at each stage is individually referred to as the “**Installment**” and collectively referred to as the “**Installments**”). The payment shall be made by the Allottee/s on or before the due date as mentioned in the demand letter of Promoter for making a demand for the payment of the Installments, time being the essence of the contract.
- (iv) If any of the payment cheques/banker’s cheque or any other payment instructions of/by the Allottee/s is/are not honored for any reason whatsoever, then the Promoter shall impose dishonor charge of Rs.1000/- (Rupees One Thousand only) for first instance and for second instance the same would be Rs.2500/- (Rupees Two Thousand Five Hundred only) and for third instance the same would be Rs.5000/- (Rupees Five Thousand only) in addition to the Interest for delayed payment. Thereafter no cheque will be accepted and payments shall be accepted through bank demand draft(s) and/or online transfer vide NEFT/RTGS only.
- (v) The payment by the Allottee/s in accordance with Clause 3(ii) & (iii) is the basis of the Sale Consideration and is one of the principal, material and fundamental terms of this Agreement (time being the essence of this Agreement). The Promoter has agreed to allot and sell the said Apartment to the Allottee/s at the Sale Consideration *inter alia* because of the Allottee/s having agreed to pay the Sale Consideration in the manner as more particularly detailed in Clause 3(ii) herein written. All the Installments payable in accordance with this Agreement with respect to the completion of the stage of construction on the date of signing of this Agreement shall be paid by the Allottee/s simultaneously on the execution of this Agreement.
- (vi) The Sale Consideration/Agreement Value excludes taxes (consisting of tax paid or payable by way of Goods and Service Tax (“**GST**”) and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the construction / development of the Real Estate Project and/or with respect to the said Apartment and/or amenities and common amenities. It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein by whatsoever name / nomenclature and/or in relation to the said Apartment, shall be borne and paid by the Allottee/s alone and Promoter shall not be liable to bear or pay the same or any part thereof.

- (vii) The Sale Consideration excludes all costs, charges and expenses including but not limited to stamp duty, registration charges, out-of-pocket expenses and/or incidental charges in connection with the documents to be executed for the sale of the said Apartment including on this Agreement and expenses on all documents for sale and/or transfer of the said Apartment, including applicable stamp duty and registration charges on this Agreement, which shall all be borne and paid by the Allottee/s alone and Promoter shall not be liable to bear or pay the same or any part thereof.
- (viii) The Sale Consideration/Agreement Value is escalation-free, save and except escalations / increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, Local Bodies / Government from time to time. The Promoter undertake and agree that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification / order / rule / regulation/demand, published / issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.
- (ix) The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the building is complete and after receipt of occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any in the carpet area, subject to a variation cap of 3% (three percent), the total Price/Sale Consideration/Agreement Value payable on the basis of the carpet area of the said Apartment, shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then, Promoter shall refund the excess money paid by Allottee/s within 45 (forty five) days with an annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the payment Plan. All these monetary adjustment shall be made at the same rate per square meter as agreed in Clause 3(i) of this agreement.
- (x) The Allottee/s authorises the Promoter to adjust/appropriate all payments made by him/her/it/them under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his/her/its/their payments in any manner.
- (xi) In addition to the carpet area of the said Apartment, there are certain common areas and facilities such as the refuge areas, staircases, corridors, passages, underground and overhead tanks, common entrances and exits of the building, terrace of the building, meter room, other service areas, and certain other portions of the Real Estate Project necessary or convenient for its maintenance,

safety, etc., in the Real Estate Project and the usage of the same shall be in common and a proportionate share of expenses of which can be attributed to the said Apartment of the wing/building.

- (xii) The common areas, facilities and amenities contemplated in the said building/Real Estate Project that may be usable by the Allottee/s alongwith the other allottees of the Real Estate Project are detailed in the **Annexure H** attached hereto. The said amenities cannot be used by the other allottees of the The Address by GS, Bandra Project, save and except as disclosed in Annexure H. The The Address by GS, Bandra Project Amenities that are contemplated and that may be available for use of the Allottee/s of said Apartment are to be shared with all the other allottee/s of the The Address by GS, Bandra Project, as tentatively listed in Annexure H-1 and same may be completed as per tentative dates mentioned in the Annexure H-1 in stage-wise manner. The internal fittings, fixtures and amenities in the said Apartment that shall be provided by the Promoter are listed in the Annexure H-2. Further though the Allottee/s will be handed over possession of the said Apartment, post receipt of the Occupation Certificate for Real Estate Project (part/full) and the estimated date of Possession is mentioned in Third Schedule herein, but as the The Address by GS, Bandra Project will be developed and completed in a phase-wise manner, the The Address by GS, Bandra Project Amenities as contemplated will be available for use and enjoyment of the allottee/s of The Address by GS, Bandra Project only subsequently, as mentioned in Annexure H-1.
- (xiii) The Promoters has agreed to sell to the Allottee/s and the Allottee/s has / have agreed to acquire from the Promoter the said Apartment on the basis of the RERA carpet area only and the Sale Consideration agreed to be paid by the Allottee/s to Promoter together with payable taxes and other charges as detailed in Annexures J and I (defined hereinbelow) is agreed on the basis of the RERA carpet area of the said Apartment including the right to use and enjoy the common areas and amenities which includes parking as set out in Annexure H-1, on the terms and condition appearing herein. This is to clarify that Allottee/s will be allotted mechanical car parking in the basement as mentioned in the Third Schedule herein, as per applicable law at the time of possession. This is to further clarify that the allottee has only right of user as prescribed under law for the said car parking. The Sale Consideration is only in respect of the said Apartment and as stated above and the Promoter have neither charged nor recovered from the Allottee/s any price or consideration for the car parking space and/or additional areas.
- (xiv) The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the MHADA/MCGM or other competent authority at the time of sanctioning of the said plans or thereafter and shall, before handing over possession of the said Apartment to the Allottee/s, the Promoters obtain from the MHADA/MCGM or other competent authority, the Occupation

Certificate of the Real Estate Project (part/full) in respect of the said Apartment.

- (xv) Time is of the essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the Apartment and handing over the said Apartment to the Allottee/s after receiving the Occupation Certificate in respect thereof and as stated above the common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee/s as listed in the Annexure H. It is clarified that The Address by GS, Bandra Project Amenities contemplated, to be shared by all allottee/s of The Address by GS, Bandra Project may be available for use on the tentative dates as mentioned in Annexure H-1.
- (xvi) Similarly, the Allottee/s shall make timely payments of all installments of the Sale Consideration and other dues payable by him/her/it and meeting, complying with and fulfilling all its other obligations under this Agreement.
- (xvii) If the Allottee/s enters into any loan / financing arrangement with any bank / financial institution, such bank / financial institution shall be required to disburse / pay all such amounts due and payable to the Promoter under this Agreement, in the same manner detailed in this Clause 3 above (which will not absolve Allottee of its responsibilities under this Agreement). Any payments made in favour of / to any other account other than as informed by the Promoter shall not be treated as payment towards the said Apartment. The Allottee/s shall satisfy the Promoter either through his/her/its/their banker's commitment or in such other manner as shall be determined by the Promoter with regard to the security for the payment of each installment of the Sale Consideration.
- (xviii) The Allottee/s are aware that in order to ensure safety of the workmen and the Allottee/s, the Allottee/s shall not be allowed to visit the site during the time that the building is under construction. The Promoter shall provide updates of the construction progress on periodic basis (whether photographic updates or otherwise). The Allottee shall be given the opportunity for inspecting the Apartment only after making payment of the total Sale Consideration and all other dues, as mentioned herein.
- (xix) The Promoter shall be entitled to securitise the Sale Consideration and other amounts payable by the Allottee/s under this Agreement (or any part thereof), in the manner permissible under RERA, in favour of any persons, including banks/financial institutions, and shall also be entitled to transfer and assign to any persons the right to directly receive the Sale Consideration and other amounts payable by the Allottee/s under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee/s shall be required to make payment of the Sale Consideration and other amounts payable in accordance with this Agreement, in the manner as intimated.

- (xx) The Allottee/s is / are aware that the Allottee/s is / are required to deduct tax at source (“TDS”) in accordance with the applicable rates as per the Income Tax Act, 1961 and the Allottee/s shall comply with the same.
- (xxi) The Allottee/s, as required under the provisions of section 194IA of the Income Tax Act, 1961, (or under any statutory modification or re-enactment of such provision) will deduct the TDS from the Sale Consideration, or any other charges of similar nature, which are incidental to transfer of the said Apartment and promptly deposit the TDS amount on each such installment as per the applicable provisions of Section 194-IA with the concerned authority. The Allottee/s shall without fail within 30 (thirty) days from the date of such deduction of TDS amount, furnish a signed original copy of the TDS Certificate (Form 16B) to the Promoter. In the event the Allottee/s fail to deposit the TDS amount with concerned authority within the stipulated period or fail to furnish to the Promoter the signed original copy of the TDS Certificate within the period specified herein, then in such events, the Allottee/s shall be liable to bear and pay Interest to the Promoter on account of delay and to compensate the Promoter for any loss caused to them due to non-payment or delayed payment of the TDS.
- (xxii) The Allottee/s agrees and confirms that in the event of delay / default in making payment of GST, TDS or any such taxes or amounts under this Agreement as called upon by the Promoter, then without prejudice to any other rights or remedies available with the Promoter under this Agreement, the Promoter shall be entitled to adjust the said unpaid tax amount (along with interest payable thereon from the due date till the date of adjustment) against any subsequent amounts received from the Allottee/s and the Allottee/s shall forthwith pay the balance amount due and payable by the Allottee/s to the Promoter.
- (xxiii) Notwithstanding anything contained herein, each payment made by the Allottee/s shall be allocated at the discretion of the Promoter, first to the discharge of any damages, interest and then to the payment of any other amount due in terms hereof. It will be the sole discretion of the Promoter to appropriate any amounts received from the Allottee/s towards the payment of any Installments of the Sale Consideration or any amount that may be owed by the Allottee/s to the Promoter.

#### **4. FSI, TDR and development potentiality with respect to the Real Estate Project:**

The Allottee/s hereby agrees, accepts and confirms that the Promoters proposes to develop the said Real Estate Project (including by utilization of the full development potential) in the manner as more particularly detailed at Recitals above and the Allottee/s has / have agreed to purchase the said Apartment based on the unfettered and vested rights of the Promoter in this regard.



5. **FSI, TDR and development potentiality with respect to the Proposed Future and Further Development of the The Address by GS, Bandra Project:**

The Allottee/s hereby agrees, accepts and confirms that the Promoters proposes to develop the The Address by GS, Bandra Project and also the said Land (by utilization of the full development potential of the Larger Land) and develop the same in phase-wise manner and undertake multiple real estate projects therein in the manner as more particularly detailed in the Recitals above constituting the Disclosed Layout and the Proposed Potential and Allottee/s has agreed to purchase the said Apartment based on the unfettered and vested rights of the Promoters in this regard.

6. **Completion Date, Delays and Termination:**

(i) The Promoter shall endeavour to complete the construction of the said Apartment and obtain the Occupation Certificate of Real Estate Project (part/full) from the MHADA/MCGM for the said Apartment as mentioned in the Third Schedule herein with further reasonable extension of time as provided under RERA ("**Completion Date**"). Provided however, that the Promoter shall be entitled to extension of time for giving delivery of the said Apartment on the Completion Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors:

(a) War, Civil commotion or act of God.,

(b) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;

(ii) If Promoter fails to abide by the time schedule for completing the Real Estate Project and for handing over the said Apartment to the Allottee/s on the Completion Date (save and except for the reasons as stated in Clause 6(i)), then the Allottee/s shall be entitled to either of the following:

(a) Call upon the Promoter by giving a written notice by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter ("**Interest Notice**"), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% (two percent) thereon or as may be applicable for every month of delay from the Completion Date ("**the Interest Rate**"), on the Sale Consideration paid by the Allottee/s. The interest shall be paid by the Promoter to the Allottee/s till the date of offering to hand over of the possession of the said Apartment by Promoter to the Allottee/s; **OR**

(b) The Allottee/s shall be entitled to terminate this Agreement by giving written notice to the Promoter by Courier / E-mail / Registered Post A.D. at the address provided by Promoter ("**Allottee/s Termination Notice**"). On the receipt of the Allottee/s Termination Notice by Promoter, this Agreement shall stand terminated and cancelled. Within a period of 30 (thirty) days from the date of receipt of the Termination Notice by the Promoter subject to Allottee/s executing and registering the Cancellation

Deed for cancellation of this Agreement, the Promoter shall refund to the Allottee/s the amounts already received by the Promoter under this Agreement with simple interest thereon at the Interest Rate as provided under RERA to be computed from the date the Promoter received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid. On such repayment of the amounts by the Promoter (as stated in this Clause), the Allottee/s shall have no claim of any nature whatsoever on the Promoters and/or the said Apartment or part under this Agreement and the Promoters shall be entitled to deal with and/or dispose off the said Apartment in the manner it deems fit and proper.

- (iii) In case, if the Allottee/s elects his/her/its/their remedy under Clause 6(ii)(a) above then in such a case the Allottee/s shall not subsequently be entitled to the remedy under Clause 6(ii)(b) above.
- (iv) If the Allottee/s fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then, the Allottee/s shall pay to the Promoter interest at the Interest Rate, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest and applicable taxes thereon at the Interest Rate. It is clarified that if Allottee/s desires to pay the due amount by cheque/Pay Order/Demand Draft, then he/she/they shall ensure that same is delivered to Promoter's having its registered office address atleast three days prior to the due date to avoid any delay payment charges.
- (v) Without prejudice to the right of the Promoter to charge interest at the Interest Rate mentioned at Clause 6(iv) above, and any other rights and remedies available to the Promoter, the Allottee/s committing defaults in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including but not limited to his/her/its/their proportionate share of taxes levied by concerned local authority and other outgoings), shall constitute an event of default of the Allottee/s ("**Event of Default**").
- (vi) Upon occurrence of default in three (3) installments, the Promoter shall be entitled to at their own option and discretion, terminate this Agreement, without any reference or recourse to the Allottee/s. Provided that, the Promoter shall give 3 notice of 15 (fifteen) days each (as Reminder I, Reminder II and Reminder III) in writing to the Allottee/s ("**Default Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/s; of its intention to terminate this Agreement with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate this Agreement.
- (vii) If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoter within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice,

the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee/s (“Promoter **Termination Notice**”), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/s. On the receipt of the Promoter Termination Notice by the Allottee/s, this Agreement shall stand terminated and cancelled.

- (viii) On the termination and cancellation of this Agreement in the manner as stated in Clause 6(vii) above:
- (a) The Promoter will be entitled to forfeit the following amounts (“**Forfeiture Amount**”) as cancellation charges which the Allottee/s agree, confirm and acknowledge, constitute a reasonable genuine and agreed pre-estimate of damages that will be caused to the Promoter, and that the same shall be in the nature of liquidated damages and not penalty:
- i. An amount equivalent to 10% of the Sale Consideration/Agreement Value together with applicable taxes thereon, paid and accrued interest thereon;
  - ii. In case of any brokerage being paid with respect to the booking or allotment of the said Apartment, an amount equivalent to the brokerage paid with applicable taxes to the channel partner shall also be deducted.
  - iii. The amount which will be payable and to be incurred towards execution and registration of the Cancellation Deed for cancellation of the Agreement For Sale.
  - iv. The deduction mentioned in above sub-clause (ii) and (iii) are over and above the forfeiture mentioned in sub-clause (i).
- (b) The Promoter will refund the balance, if any, without interest only after deducting and/or adjusting from the balance amounts, GST and/or any other amount due and payable by the Allottee/s. Further, the balance amount will be refunded only after the Allottee/s execute and register the Deed of Cancellation, for cancellation of the Agreement and Promoter subsequently allotting the said Apartment to new buyer and receipt of Sale Price thereon. Further in the event of such termination, the Promoter will refund the GST element to the Allottee/s subject to Promoter’s entitlement under GST law to get refund of such GST element from the concerned authorities based on the GST law prevailing at the time of generation of the refund note.
- (c) It is further clarified, if the Allottee/s is not coming forward for execution and registration of the Cancellation Deed within 45 days of such notice of termination, then it will be presumed as deemed execution and registration of Cancellation Deed. Further in the event of such deemed cancellation, after getting new buyer, the Promoter shall refund the amount as stated above and thereafter the Allottee/s will not have any rights, title, claim and/or interest over such cancelled Apartment and/or against the Promoters and the Promoter shall have all rights to deal with/sale/create third party right over the cancelled Apartment.

- (d) The Allottee/s shall have no right, title, interest, claim, lien or demand or dispute of any nature whatsoever either against the Promoters or in respect of the said Apartment and/or any part thereof or the common areas and facilities and limited common areas and every part thereof and the Promoter shall be entitled to deal with and dispose of same to any other person/s as the Promoter deem fit in its sole and absolute discretion without any further act or consent from the Allottee/s and/or any notice or reference to the Allottee/s.

7. **Procedure for taking possession:**

- (i) Upon obtainment of the Occupation Certificate from the MHADA/MCGM or other competent authority and upon payment by the Allottee/s of the requisite Installments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoter shall offer possession of the said Apartment to the Allottee/s in writing ("**Possession Notice**"). The Allottee/s agrees to pay the balance consideration, applicable taxes and other charges as detailed in Annexure I and J (defined hereinbelow) along with the accrued interest / and / or any other payable amount and the maintenance charges as determined by the Promoter or the Society, as the case may be within the due date as mentioned in Possession Notice.
- (ii) The Allottee/s shall take possession of the said Apartment within 15 (fifteen) days thereof or such date as mentioned in the Possession Notice, subject to payment of all the dues as mentioned in the Possession Notice.
- (iii) Further as stated above upon receiving the Possession Notice from the Promoter as per Clause 7(i) above, and after clearing all the dues, the Allottee/s shall take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter. Irrespective of whether the Allottee/s takes or fails to take possession of the Apartment within the time provided in above clause, such Allottee/s shall continue to be liable to pay advance maintenance charges and all other charges with respect to the Apartment, as applicable and which shall fall due for payment from the date the actual possession of the said Apartment is taken by the Allottee/s or within such date as mentioned in the Possession Notice, whichever is earlier. In addition to above, if the Allottee/s fails to take possession of the said Apartment on or before the date as mentioned in the Possession Notice, the Promoter shall be entitled to charge holding charges at the rate of Rs.110/- per square feet per month.
- (iv) Within such date as mentioned in the Possession Notice or from the date the actual possession of the said Apartment is taken by the Allottee/s, whichever is earlier, the Allottee/s shall be liable to bear and pay his/her/its/their proportionate share, i.e. in proportion to the carpet area of the said Apartment, of outgoings in respect of the

said building and the Real Estate Project/ The Address by GS Bandra Project and the amenities including *inter alia*, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the MHADA/MCGM or other competent authority or other concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, security staff, sweepers and all other expenses necessary and incidental to the management and advance maintenance of the said building and/or the Real Estate Project and/or the amenities. Until the Society is formed and the Society Transfer is duly executed and registered, the Allottee/s shall pay to the Promoter such proportionate share of advance outgoings as may be determined by the Promoter at their sole discretion.

- (v) The Allottees hereby agrees and confirms that in the event of non-availability of water or insufficient water supply from the concerned water department/local authority for any reason, if water supply/connection is required to be obtained from outside sources or through private vendor(s), such as water tankers or otherwise, the Allottees shall not raise any objection in this regard and further agrees and undertakes to bear all costs and expenses towards such procurement, treatment and distribution of water supply on pro-rata basis. The Allottees further agrees and undertakes to bear and pay all such charges towards his/her proportionate share from the date of possession in the manner as may be demanded by the Promoter/ Developer/society/association/apex body from time to time.
8. If within a period of 5 (five) years from the possession date mentioned in the Possession Notice, the Allottee/s brings to the notice of the Promoter any structural defect in the said Apartment or the Real Estate Project or any defects as prescribed under section 14(3) in Real Estate Regulatory Act 2016, then, wherever possible such defects shall be rectified by 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 Promoter, compensation for such defect (at actuals) in the manner as provided under the RERA. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of any act and/or default and/or negligence of the Allottee/s and/or any other allottees in the said building or acts of third party (ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Allottee/s and/or any other allottee/person in the said building and/or the Real Estate Project. It is clarified that if any wear and/or tear and/or has happened due to misuse on part of Allottee/s, then Promoters shall not be liable to rectify such defect. It is further clarified that if any structure defect is identified by the Promoter, then such structural defect can be verified and ascertained by the Promoter through architect/structural engineer to be appointed by the Promoter, cost of which shall be borne by the Allottee/s. If on verification it is ascertained that the defect was due to the default or misuse of the Allottee/s, then the Allottee/s shall be liable to rectify the same and the Promoter will not be liable for the same.
9. The Allottee/s shall use the said Apartment or any part thereof or permit the same to be used only for sanctioned purpose for which it is allotted. The Allottee/s shall use the car parking only for purpose of parking vehicle.

10. The Allottee/s is/are aware that if any natural Indian/Imported marble is used by the Promoter, there are going to be imperfections (cracked texture/ shade variations/ design variations) in them which someone may view as a 'defect' but those are a natural occurrence in this type of marble. These imperfections are inherent in natural marble should be regarded as their natural beauty. Italian Marble (If applicable) when sourced at the mines occurs in a cracked texture and is imported in the form of blocks. These blocks are sliced mechanically and the cracks are filled with resin fillers at the marble processing unit. These marble slabs are then reinforced with PVC mesh on one side to avoid development of cracks during long distance travel and handling. Though utmost care is taken, sometimes, these cracks open during cutting and fixing. Such cracks are filled again with the best imported resins as used internationally. The difference in shade/design depends on the natural occurrence in different types of marble. While the Promoter will try to limit use of one lot in one confined area/room, the same may not match with other area/room. In view of the above, allottee agrees that Promoter shall not be liable to repair/replace marble flooring in any of the areas of the project for whatsoever reason.

It is further to clarify that Vitrified tiles (if applicable) which are fixed by the Promoter, though it is produced in the factory, it differ in shade from lot to lot as colour of the clay, a naturally occurring material, differs between lots, also the best of tile manufacturing processes are not able to ensure perfectly flat tiles (without warpage). All tiles fixed by the Promoter shall strictly conform IS codes. While an effort shall be made to fix tiles from the same lot in a confined area, the Allottees agrees that he/she shall not insist on changing tiles with shade variation and those with warpage within the limits laid down by IS code. It is hereby mutually agreed that the Promoter shall not be liable to replace tiles with shade variation or unevenness due to warpage (which is inherent in every tile due to the manufacturing process) and the Allottee shall, without protest in any form, take peaceful possession of his Apartment.

11. **Facility Manager**

- (i) The Promoter have the right to enter into contract with any third party / agency for the purpose of maintenance and upkeep of the said building, Real Estate Project and/ or the The Address by GS, Bandra Project, Real Estate Project Amenities and/or The Address by GS, Bandra Project Amenities and such decision shall be final and binding until the Transfer of the The Address by GS, Bandra Project is executed in favour of the Apex Body. Thereafter, subject to the provisions of Clauses herein, the Society and/or the Apex Body, as the case may be, shall be entitled to undertake the maintenance of all Real Estate Project and/ or the The Address by GS, Bandra Project, Real Estate Project Amenities and/or The Address by GS, Bandra Project Amenities or any part thereof in the manner it was handed over, save and except normal wear and tear thereof. The Society and/or the Apex Body, as the case may be, shall create and maintain a Sinking Fund for the purpose of maintenance of the said building / all the buildings. If the Society and / or the Apex Body, as the case may be, commit default, the Promoter shall have a right to rectify the default and recover the expenses from the Society and / or the Apex Body, as the case may be. The Promoter may also

formulate the rules, regulations and bye-laws for the maintenance and upkeep of Real Estate Project and/ or the The Address by GS, Bandra Project, Real Estate Project Amenities and/or The Address by GS, Bandra Project Amenities and the Allottee/s hereby agree and undertake to abide and follow and not to deviate from any of the provisions of such rules, regulations and bye-laws including bye-laws and or procedure formulated for creation of Sinking Fund.

- (ii) The Promoter shall have the right to designate any space on the The Address by GS, Bandra Project and/or the Real Estate Project or any part thereof to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the said building and/or Real Estate Project and/ or the The Address by GS, Bandra Project, Real Estate Project Amenities and/or The Address by GS, Bandra Project Amenities. The Promoter shall also be entitled to designate any space on the terrace/basement/ground floor of any buildings thereon to utility provider such as Telecom, FTTH, Cable TV rooms and facilities, either on leave and licence or leasehold basis for the purpose of installing power sub-stations with a view to service the electricity requirement in the The Address by GS, Bandra Project and/or the said building and/or Real Estate Project.
- (iii) Notwithstanding any other provision of this Agreement, the Promoter have right to and shall be entitled to nominate any person ("**Facility Manager**") to manage the operation and maintenance of the Real Estate Project and/ or the The Address by GS, Bandra Project, Real Estate Project Amenities and/or The Address by GS, Bandra Project Amenities after/during the development of the The Address by GS, Bandra Project and/or Land. The Promoter has the authority and discretion to negotiate with such Facility Manager and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/them. The cost incurred in appointing and operating the Facility Manager shall be borne and paid by the residents/ allottees / occupiers of the premises of the buildings to be constructed on the The Address by GS, Bandra Project in the manner as may be determined by the Facility Manager and/or the Promoter, as part of the development and common infrastructure charges referred to herein in accordance with the term of this Agreement. Such charges may vary from time to time and the Allottee/s agrees that he/she/it/they shall not raise any dispute regarding the appointment of any such Facility Manager by the Promoter or towards the maintenance charges determined by such agency and / or the Promoter. It is agreed and understood by the Allottee/s that the cost of maintenance of the said building shall be borne and paid by the Allottee/s of the units / premises in the said building alone.
- (iv) The Allottee/s agrees to abide by any and all the terms, conditions, rules and/or regulations that may be imposed by the Promoter and/or Facility Manager, including but not limited to payment of the Allottee/s' share of the service charges that may become payable with respect to the operation and maintenance of the Real Estate Project and/ or the The Address by GS, Bandra Project, Real Estate

Project Amenities and/or The Address by GS, Bandra Project Amenities and/or the Land.

12. **Formation of the Society and Other Societies:**

- (i) Within three months from the date on which 51% (fifty-one percent) of the total number of units/premises in the Real Estate Project being booked by allottees, the Promoter shall submit an application to the competent authorities to form a co-operative housing society to comprise solely of the Allottee/s and other allottees of units/premises in the Real Estate Project under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules.
- (ii) The Allottee/s shall, along with other allottees of premises/units in the Real Estate Project, join in forming and registering a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder and in accordance with the provisions of the RERA and RERA Rules, in respect of the Real Estate Project in which the allottees of the premises / units in the Real Estate Project alone shall be joined as members ("**the Society**").
- (iii) For this purpose, the Allottee/s shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society and for becoming a member thereof, including the bye-laws of the Society and Promoter within 7 (seven) days of such request made by the Promoter. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.
- (iv) The name of the Society shall be solely decided by the Promoter.
- (v) The Society shall admit all purchasers of flats and premises in the Real Estate Project as members, in accordance with its bye-laws.
- (vi) The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the Real Estate Project if any.
- (vii) Post execution of the Society Transfer, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Allottee/s shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.
- (viii) Post execution of the Society Lease, the Promoter shall continue to be entitled to such unsold premises and to undertake the marketing etc. in respect of such unsold premises. The Promoter shall not be liable or required to bear and/or pay any amount by way of contribution, outgoings, deposits, transfer fees/charges and/or



non-occupancy charges, donation, premium any amount, compensation whatsoever to the Society/Apex Body for the sale/allotment or transfer of the unsold premises in the Real Estate Project or in the The Address by GS, Bandra Project, save and except the municipal taxes at actuals (levied on the unsold premises) and a sum of Rs.1,000/- (Rupees One Thousand only) per month in respect of each unsold premises towards the outgoings. This is to clarify that at the time of handover of the society, the Promoter shall earmark certain parking spaces for allotment to the future allottees of such unsold premises and the Allottee /s hereby agrees not to raise any objection on the same.

- (ix) Within three months from the date on which 51% (fifty one percent) of the allottees of premises/units in the other real estate project of First Phase and further phases of The Address by GS, Bandra Project to be developed having booked their respective premises/units, the Promoter shall submit application/s to the competent authorities to form a co-operative housing society to comprise solely of the allottees of units/premises in those particular phases of the real estate project, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules ("**Other Societies**"). The Promoter shall similarly undertake the necessary steps for formation of the Other Societies in which the allottees of the premises/units comprised in the other phases of real estate projects to be developed as part of the The Address by GS, Bandra Project shall become members, in accordance with the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder and the RERA and RERA Rules.
- (x) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society and/or Other Societies, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates and Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, instruments, papers and writings shall be borne and paid by the respective Society/Other Societies and their respective members/intended members including the Allottee/s, as the case may be, and the Promoter shall not be liable toward the same in any manner whatsoever.
- (xi) The Promoter shall decide whether to form Separate Society for each Real Estate Project/Tower or one society for the The Address by GS, Bandra Project, the decision of Promoter shall be binding on the Allotees.

### 13. **Transfer to the Society and Other Societies:**

- (i) Within 3 (three) months from the date of issuance of the Full Occupation Certificate, only the structure of the building (and not land) constructed (save and except basement and ground floor in that building) in Real Estate Project shall be transferred to the Society vide a registered indenture ("**Society Transfer**"). The

Society shall be required to join in execution and registration of the Society Transfer. The costs, expenses, charges, levies and taxes on the Society Transfer and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Society alone. Post the Society Transfer, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, including any common areas facilities and amenities in the Real Estate Project Amenities and the Promoter shall not be responsible for the same, subject to the terms of this Agreement.

- (ii) The Promoter shall execute and register similar transfer deeds of structure of the buildings to the Other Societies with respect to their respective phases of real estate project or portions thereof i.e. The Address by GS, Bandra Project.
- (iii) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the Society Transfer and the respective transfers to Other Societies, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates and Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the respective Society/Other Societies and their respective members/intended members including the Allottee/s; as the case may be, and the Promoter shall not be liable toward the same.
- (iv) All the documents, writings, Deed of Transfer (if any) to be executed in the transfer of the Building (and not land), and the lease/s of the said Land to be granted by the MHADA in favour of the Apex Body and/or Association in accordance with clause no. 15(iv) and all other related documents and writings to be executed in relation thereto and/or in pursuance thereof, including bye-laws, rules and regulations of the Society, and all writings, forms, applications, etc. in relation to the proposed formation and registration thereof, 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, authorities and benefits of the Promoter, as the Promoter deem fit.

#### 14. **Formation of the Apex Body:**

- (i) Within a period of 3 (three) months from obtaining the Occupation Certificate of the last Real Estate Project of last phase of the The Address by GS, Bandra Project, the Promoter shall submit application/s to the competent authorities to form a federation of societies comprising the Society and Other Societies, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules ("**Apex Body**").

- (ii) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Apex Body, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the Apex Body and its members/intended members, and the Promoter shall not be liable toward the same.

15. **Title of the The Address by GS, Bandra Project Land or the said Land to the Association / Apex Body:**

- (i) Within a period of 3 months from obtaining occupation certificate of the last Real Estate Project of Last Phase of of the Address of by GS, Bandra Project and Immediately upon registration of the Apex Body, the MHADA and/or Promoter and the Apex Body shall execute and register an Indenture of lease whereby MHADA shall transfer and grant the leasehold right, title and interest in the The Address by GS, Bandra Project Land in favour of the Apex Body ("**Apex Body Transfer**") and/or in accordance with clause no. 15(iv) hereinbelow.
- (ii) The Apex Body shall be required to join in execution and registration of the Apex Body Transfer.
- (iii) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Apex Body, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving the Apex Body Transfer document and all such documents, as may be required in this regard, shall be borne and paid by the Apex Body and its members/intended members, and the Promoter shall not be liable toward the same.
- (iv) The Promoter at its sole discretion shall decide one of the following options in accordance with conformity from MHADA for transfer of Land in favour of Association and/or The Address by GS, Bandra Project Land in favour of Apex Body;
  - (a) In case, the Apex Body will be part of Association. The Promoter shall cause MHADA to execute single lease deed as to transfer the The Address by GS, Bandra Project Land and Occupiers Project Land jointly in favour of the Association OR
  - (b) In case, the Apex Body will not be part of the Association. The Promoter shall cause MHADA to execute separate lease deed of the The Address by GS, Bandra Project Land (with or without sub-division) in favour of Apex Body and another lease deed of the Occupiers Project Land (with or without sub-division) in favour of Association respectively.
- (v) The Promoter at its own discretion shall decide whether the Apex Body will be part of Association or not.

- (vi) As mentioned herein above, there are few encroachments and /or structures in the Whole Project which will be dealt by the Promoter as per the Offer Letter, however if any structure or encroachment remains on the land then the Lease will be without that structure and land underneath the same and the area mentioned as “Not in possession” in this agreement.

16. The Allottee/s shall, before delivery of possession of the said Premises, deposit and pay the other charges as detailed in Annexure J annexed herein. The Allottee/s has/have been informed that Sale Consideration is exclusive of the stamp duty, registration charges, applicable GST and/or any other taxes. The Allottee/s has/have been further informed that apart from Sale Consideration/Agreement Value and aforesaid charges, at the time of possession, the allottee/s will be required to pay such other charges as detailed in the Cost Sheet/Price Sheet annexed hereto as Annexure J which includes other charges inter-alia share money, Society Formation charges/Deed of Conveyance charges, legal Charges, water connection charge including deposit as applicable, Electricity connection charges including deposit as applicable, Pipe Gas connection charges, advance maintenance charges (Exclusive of applicable taxes) Common infra maintenance security deposit ( Interest free) if unused, then this security deposit to be refunded to the concerned society at the time of handover of the management/affairs of the Whole Project to the Apex Body and interest free fit out deposit (if applicable) as may be determined at the time of possession. In addition to charges as detailed in cost/sheet, at the time of Possession, the Allottee/s may have to pay Land Under Construction (LUC) Tax and/or any other statutory charges which may become payable at the relevant time. This is further to clarify that amount mentioned against each heads of the Annexure J have been arrived at considering the current rate, which amount may vary and/or change at the time of actual payment.

The other charges as detailed in Annexure J are not refundable, save and except what is specifically mentioned and in the manner therein and no accounts and/or statement will be required to be given by the Promoter to the Allottee/s in respect of the above amounts deposited by the Allottee/s with the Promoter save and except amounts collected towards share money, entrance fees towards membership of the Society and Apex Body, proportionate share of taxes and other charges, levies in respect of the Society and Apex Body.

It is further to clarify that advance maintenance charges are taken on approximate basis exclusive of applicable taxes. Apportioned per month cost will be charged to the Allottee, based on actual expenses incurred for Facilities Management /Common area maintenance of the Real Estate Project/ Whole Project.

17. The Promoter has informed the Allottee/s that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant of the Whole Project and other common amenities and conveniences in the layout of The Address by GS, Bandra Project Land. The Promoter has further informed the Allottee/s that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee/s alongwith other purchasers of flats/units/premises in the Real Estate Project, The Address by GS, Bandra Project, and the Allottee/s shall share such expenses and charges in respect thereof as also maintenance charges

proportionately. Such proportionate amounts shall be payable by each of the purchasers of flats/units/premises of the Real Estate Project, The Address by GS, Bandra Project including the Allottee/s herein and the proportion to be paid by the Allottee/s shall be determined by the Promoter and the Allottee/s agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee/s nor any of the purchasers of flats/units/premises in the Real Estate Project and/or the The Address by GS, Bandra Project shall object to the Promoter laying through or under or over the Land or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, other connections, etc., belonging to or meant for any of the other real estate projects / Towers / buildings / phases which are to be developed and constructed on any portion of the The Address by GS, Bandra Project Land.

**18. Representations and Warranties of the Promoters:**

- (i) The Promoters hereby represents and warrants to the Allottee/s as follows, subject to what is stated in this Agreement and all its Schedules and Annexures, subject to what is stated in the said Title Certificate and subject to the RERA Certificate:
  - (a) MHADA has a clear and marketable title to the The Address by GS, Bandra Project Land and the Land, and the Promoter has the requisite rights to carry out the development on the The Address by GS, Bandra Project Land and also has actual, physical and legal possession of the The Address by GS, Bandra Project Land and for the implementation of the Real Estate Project and future and further development on the remaining portion of the Land save and except as mentioned in the Agreement.
  - (b) The Promoters have lawful rights and the requisite approvals from the competent authorities to carry out the development and shall obtain the requisite approvals from time to time to complete the development of the The Address by GS, Bandra Project;
  - (c) There are no encumbrances, except those disclosed to the Allottee/s;
  - (d) There are no litigations pending before any Court of Law, except those disclosed to the Allottee/s;
  - (e) All the approvals, licenses and permits issued by the competent authorities are valid and subsisting and have been obtained by following the due process of law. Further, all the approvals, licenses and permits to be issued by the competent authorities shall be obtained by following the due process of law and the Promoter have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project and the The Address by GS, Bandra Project;
  - (f) The Promoters have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein may prejudicially be affected;

- (g) The Promoter have not entered into any agreement for sale and/or development agreement and/or any other agreement / arrangement with any person or party with respect to the said Apartment which will, in any manner, adversely affect the rights of the Allottee/s under this Agreement;
  - (h) The Promoter confirm that the Promoter are not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s in the manner contemplated in this Agreement;
  - (i) The Promoter have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project and The Address by GS, Bandra Project to the competent authorities until the receipt of occupation certificate (part/full) of the Real Estate Project, as contemplated, and thereupon the same shall be proportionately borne by the Society; and
  - (j) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition) has been received or served upon the Promoter in respect of the said The Address by GS, Bandra Project / the Land and/or the Real Estate Project except those disclosed to the Allottee/s.
19. The Allottee/s, with the intention to bring all the persons into whosoever's hands the said Apartment and/or his/her/its/their rights, entitlements and obligations under this Agreement may come, hereby agree/s and covenant/s with the Promoters as follows:
- (i) To maintain the said Apartment at the Allottee/s' own cost in good and tenantable repair and condition from the date the possession of the said Apartment is taken and shall not do or suffer to be done anything in or to the Real Estate Project / The Address by GS, Bandra Project which may be against the rules, regulations or bye-laws or change / alter or make any additions in or to the said building in which the said Apartment is situated and the said Apartment itself or any part thereof without the consent of the local authorities and Promoter.
  - (ii) Not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction or structure of the said building in which the said Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or are likely to damage the staircases, common passages or any other structure of the said building in which the said Apartment is situated, including entrances of the said building in which the said Apartment is situated and in case any damage is caused to the said

building in which the said Apartment is situated or the said Apartment on account of the negligence or default of the Allottee/s in this regard, the Allottee/s shall be liable for the consequences of the breach.

- (iii) To carry out at his own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the said building in which the said Apartment is situated or the said Apartment, which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provisions, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (iv) Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the said building in which the said Apartment is situated and shall keep the portion, sewers, drains and pipes in the said Apartment and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support, shelter and protect the other parts of the said building in which the said Apartment is situated and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC, pardis or other structural members in the said Apartment without the prior written permission of the Promoter and/or the Society.
- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the The Address by GS, Bandra Project (if applicable) and/or Real Estate Project / the said building in which the said Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (vi) Pay to the Promoter, within 15 (fifteen) days of demand by the Promoter, his/her/its/their share of the security deposit demanded by the concerned local authority or Government or authority / body giving water, electricity or any other service connection to the said building/Real Estate Project / The Address by GS, Bandra Project in which the said Apartment is situated.
- (vii) Bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by any concerned local authority and/or government and/or other public authority on account of change of user of the premises by the Allottees for any purposes other than for purpose for which it is sold.

- (viii) Not to change the user of the said Apartment without the prior written permission of the Promoter, the Society and the concerned local authority.
- (ix) The Allottee/s shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with the interest or benefit factor of this Agreement or part with the possession of the said Apartment or dispose of or alienate otherwise howsoever, the said Apartment and/or his/her/its/their rights, entitlements and obligations under this Agreement until all the dues, taxes, deposits, cesses, Sale Consideration and all other amounts payable by the Allottee/s to the Promoter under this Agreement are fully and finally paid together with the applicable interest thereon, if any, at the Interest Rate and Possession of the Apartment is handed over to the Allottee/s.
- (x) The Allottee/s shall observe and perform all the rules and regulations which the Society and the Apex Body may adopt at their inception and the additions, alterations or amendments thereof that may be made, from time to time, for the protection and maintenance of the The Address by GS, Bandra Project, Real Estate Project, said building and the said Apartment therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of the Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society / the Apex Body regarding the occupancy and use of the said Apartment and common area and amenities and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement and terms and conditions thereafter stipulated in the agreements / arrangements to be drafted by the Society / Apex body.
- (xi) The Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Apartment and the said building, or any part thereof to view and examine the state and condition thereof.
- (xii) Till the execution of the Apex Body Transfer in favour of the Apex Body, the allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the The Address by GS, Bandra Project Land, the said buildings / towers / units thereon, or any part thereof, to view and examine the state and condition thereof.
- (xiii) The said building is currently known as mentioned in Third Schedule of this Agreement and the Promoter shall be entitled to formally re-name the said building at a later date and which name shall not be changed by the Allottee/s and / or the Society and / or the Apex Body, as the case may be.



- (xiv) The Project is currently known as The Address by GS, Bandra Project and the Promoter shall be entitled to formally re-name the project name at a later date and which name shall not be changed by the Allottee/s and / or the Society and / or the Apex Body, as the case may be.
- (xv) The Promoter shall be entitled to formally name / re-name the buildings in the Real Estate Project at a later date and which name shall not be changed by the Allottee/s and / or the Society and / or the Other Societies and / or the Apex Body, as the case may be.
- (xvi) It is agreed that the said Apartment shall be of RCC structure with normal brick / block wall / dry wall with gypsum / putty / cement plaster. The Allottee/s hereby agree/s that the Promoter may, if required due to any structural reasons, convert any brick / block wall / dry wall in the said Apartment into a load bearing RCC wall or vice versa and the Allottee/s hereby further agree/s and irrevocably consent/s not to dispute or object to the same. The Allottee/s, along with any and all allottees of the units / premises of the said building of Real Estate Project, are strictly prohibited to make any structural changes internally in the concrete structure, i.e., walls, columns, beams and slabs, which may result in temporary and/or permanent changes and defects in the monolithic structure and may also have severe damaging consequences on the stability of the Real Estate Project. The said Apartment shall contain the amenities, fittings and fixtures within it as set out separately in the Annexure H2. The Promoter shall not be liable, required and/or obligated to provide any other specifications, fixtures, fittings and/or amenities in the said Apartment or in the said building of Real Estate Project.
- (xvii) The Allottee/s agree/s and covenant/s that the Allottee/s and/or any other person shall not load in the said Apartment, either by way of fit-out or construction or in any other manner whatsoever, anything more than what is prescribed in the Fit-Out Guidelines as described hereinbelow. The Allottee/s shall be responsible to apply for and obtain the permission of the concerned statutory authorities for such refurbishment / fit-out at his/her/its/their costs and expenses. The Allottee/s confirm/s that no structural changes and/or structural alterations of any nature whatsoever shall be made by the Allottee/s.
- (xviii) Not to affix any fixtures or grills on the exterior of the buildings for the purposes of drying clothes or for any other purpose and undertake/s not to have any laundry drying outside the said Apartment and the Allottee/s shall not decorate or alter the exterior of the said Apartment either by painting and/or otherwise. The Allottee/s shall fix the grills on the inside of the windows only. The standard design for the same shall be obtained by the Allottee/s from Promoter and the Allottee/s undertake/s not to fix any grill having a design other than the standard design approved by the Promoter. If found that the Allottee/s has / have affixed fixtures or grills on the exterior of the said Apartment for drying clothes or for

any other purpose or that the Allottee/s has / have affixed a grill having a design other than the standard approved design, the Allottee/s shall immediately rectify / dismantle the same so as to be in compliance with his/her/its/their obligations as mentioned herein.

- (xix) Not to affix air conditioner/s at any other place other than those earmarked for fixing such air conditioner/s in the said Apartment so as not to affect the structure, façade and/or elevation of the Real Estate Project in any manner whatsoever. The Allottee/s shall not install a window air-conditioner within or outside the said Apartment. If found that the Allottee/s has / have affixed a window air conditioner or an outdoor condensing unit which projects outside the said Apartment, the Allottee/s shall immediately rectify / dismantle the same so as to be in compliance with his/her/its/their obligations as mentioned herein.
- (xx) To keep the sewers, drains and pipes in the said Apartment and appurtenances thereto in good tenable repair and condition and in particular support, shelter and protect the other parts of the said building and the Allottee/s shall not chisel or in any other manner damage the columns, beams, walls, slabs, RCC or parris or other structural members in the said Apartment without the prior written permission of the Promoter and/or of the Society and the Apex Body.
- (xxi) Not to make any alteration in the elevation and outside colour scheme of the paint and glass of the said building and not to cover / enclose the planters and service slabs or any of the projections from the said Apartment, within the said Apartment, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, parris or other structural members in the said Apartment, nor do / cause to be done any hammering for whatsoever use on the external / dead walls of the said building or do any act to affect the FSI potential of the Real Estate Project, The Address by GS, Bandra Project.
- (xxii) Not to do or permit to be done any renovation / repair within the said Apartment without the prior written permission of the Promoter. In the event of the Allottee/s carrying out any renovation / repair within the said Apartment, without the prior written permission and/or in contravention of the terms of such prior written permission, as the case may be, then in such event the Promoter shall not be responsible for the rectification of any defects noticed within the said Apartment or of any damage caused to the said Apartment or the said building or any part thereof on account of such renovation / repair.
- (xxiii) Not to enclose the passages, if any, forming part of the said Apartment without the previous written permission of the Promoter and/or the said Society and/or the Apex Body, as the case may be, and of the MHADA/MCGM and other concerned authorities.

- (xxiv) Not to shift or alter the position of the kitchen or the piped gas system or the toilets which would affect the drainage system of the said Apartment / said building in any manner whatsoever.
- (xxv) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said building and shall segregate their every day dry and wet garbage separately to facilitate the recycling/treatment/disposal of the same by the Society.
- (xxvi) To abide by, observe and perform all the rules and regulations which the Society and/or the Apex Body may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the Real Estate Project / The Address by GS, Bandra Project, and the said Apartment /said building therein and for the observance and performance of the building rules and regulations for the time being in force of the concerned local authority and of the Government and other public bodies and authorities. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the said Society and/or the Apex Body regarding the occupation and use of the said Apartment in the Real Estate Project and the Allottee/s shall pay and contribute regularly and punctually towards the taxes, expenses and outgoings.
- (xxvii) Not to violate and to abide by all the rules and regulations framed by the Promoter / their designated Facility Manager and/or by the said Society and/or the Apex Body, as the case may be, for the purpose of maintenance and up-keep of the Real Estate Project / The Address by GS, Bandra Project and/or any part thereof and in connection with any interior / civil works that the Allottee/s may carry out in the said Apartment (the “**Fit-Out Guidelines**”).
- (xxviii) The Allottee/s shall never, in any manner, enclose any flower beds / planters / ledges / pocket terrace/s / deck areas / ornamental projects / dry yards / service yards and other areas. These areas should be kept open and should not be partly or wholly enclosed, including installing any temporary or part shed or enclosure, and the Allottee/s shall not include the same in the said Apartment or any part thereof and keep the same unenclosed at all times. The Promoter shall have the right to inspect the said Apartment at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Allottee/s and also to recover the costs incurred for such demolition and reinstatement of the said Apartment to its original state.
- (xxix) Shall not do, either by himself/herself/itself/themselves or any person claiming through the Allottee/s, anything which may be or is likely to endanger or damage the said building and/or Real Estate Project and/or The Address by GS, Bandra Project and/or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities therein. No damage shall be caused to the electricity poles, cables, wiring, telephone cables,

sewage line, water line, compound gate or any other facility provided in the said building and/or Real Estate Project and/or The Address by GS, Bandra Project and/or part thereof.

- (xxx) Shall not display at any place in the Whole Project/ Real Estate Project and/or the The Address by GS, Bandra Project and/or any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Allottee/s shall not stick or affix pamphlets, posters or any paper on the walls of the Real Estate Project and/or the common areas therein or in any other place or on the window, doors and corridors of the The Address by GS, Bandra Project.
- (xxxi) Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the Real Estate Project or the exterior wall of the said Apartment or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever, save and except the name of the Allottee/s in such places only as shall have been previously approved in writing by the Promoter in accordance with such manner, position and standard design laid down by Promoter.
- (xxxii) Shall not park at any other place and shall park all vehicles only at the place allotted by the Promoter in the parking wing as may be permissible by the Promoter.
- (xxxiii) To make suitable arrangements for the removal of debris arising out of any interior decoration, renovation, furniture making or any other allied work in the said Apartment.
- (xxxiv) The Allottee/s shall permit the Promoter and their surveyors, agents and assigns, with or without workmen and others, at reasonable times to enter into the said Apartment or any part thereof for the purpose of making, laying down, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition (including repairing) all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the The Address by GS, Bandra Project. The Allottee/s is/are aware that the main water / drainage pipes of the said building may pass through certain areas within the said Apartment. The Allottee/s agree/s that he/she/it/they shall not undertake any civil works / fit out works in such areas within the said Apartment and/or permanently cover / conceal such areas within the said Apartment, nor shall they, in any manner, restrict the access to the water / drainage pipes and/or damage the water / drainage pipes, in any manner howsoever. The Promoter / the Facility Manager and/or their respective workmen, staff, employees, representatives and agents shall, at all times, be entitled to access such areas within the said Apartment Premises for the purpose of the maintenance, repair and upkeep of the water pipes and the Allottee/s hereby give/s his/her/its/their express consent for the same. It is clarified that for the purpose of avoiding any

damage/deterioration to the building or any other structure in the The Address by GS, Bandra Project during the process of shifting to the Apartment by the Allottee and/or Allottee/s intends to carry out any fit out activity he/she will be liable to pay such interest free refundable security deposit as may be decided by Promoter at the relevant time. If any damage is caused and/or done by the allottee/s while carrying out such fit-outs/ during shifting then such amount to the extent of the damaged caused will be forfeited and balance will be refunded to the Allottee/s. It is further clarified if amount to rectify the damage caused by the allottee/s exceeds the amount deposited by the allottee/s, then such excess amounts shall be recovered from the allottee/s. In case the allottee/s fails to pay the aforesaid excess amount, the same shall be adjusted from any other advances paid by the allottee/s.

- (xxxv) The Allottee/s is/are aware and acknowledge/s that the Promoter are entitled to sell, lease, sub-lease, give on leave and license basis or otherwise dispose of and transfer the units / premises, garages or other premises as herein stated comprised in the Real Estate Project and The Address by GS, Bandra Project and the Land and the Allottee/s undertake/s that he/she/it/they shall not be entitled to raise any objection with respect to the same.
- (xxxvi) The Allottee/s is/are aware that the Promoter or its agents or contractors etc., shall carry on the work / balance of the other buildings with the Allottee/s occupying the said Apartment. The Allottee/s shall not object to, protest or obstruct the execution of such work, on account of pollution or nuisance or on any other account, even though the same may cause any nuisance or disturbance to him/her/it/them. The Promoter shall endeavour to minimise the cause of the nuisance or disturbance. This is one of the principal, material and fundamental terms of this Agreement.
- (xxxvii) The Promoter shall have the exclusive right to control the advertising and signage, hoarding and all other forms of signage whatsoever within the The Address by GS, Bandra Project.
- (xxxviii) The Promoter shall be entitled to construct site offices / sales lounges in the Real Estate Project and/or The Address by GS, Bandra Project or any part thereof and shall have the right to access the same at any time, without any restriction whatsoever, irrespective of whether any building in the Real Estate Project or any portion thereof is transferred to the Society, until the entire development on the The Address by GS, Bandra Project Land is fully completed.
- (xxxix) The Allottee is aware that one of the IOA Condition is "the building is proposed with deficient open space and the allottee shall not object to the development on the adjacent plots in future with deficient open spaces".

20. It is agreed that as and when the Promoter enters into agreements / arrangements with any person, or otherwise the Promoter are in a position to provide all the Utilities (as defined hereinafter) or any of them, then in that

event the Allottee/s herein shall procure such Utilities only from the Promoter or any person as may be nominated by the Promoter in that behalf, as the case may be, and pay such amount as may be fixed by the Promoter or their nominee, to the Promoter or their nominee, as the case may be. This term is the essence of this Agreement. For the purposes of this Clause, "**Utilities**" refers to gas, water, electricity, telephone, cable television, internet services and such other service of mass consumption as may be utilized by the Allottee/s on a day-to-day basis. It is further clarified that this Clause shall not be interpreted / construed to mean that the Promoter are obligated / liable to provide all or any of the Utilities, whether or not the Promoter have entered into agreements / arrangements with any person, or otherwise the Promoter are in a position to provide all the Utilities or any of them.

21. The Promoter and/or any professional agency appointed by them shall formulate the rules, regulations and bye-laws for the maintenance and upkeep of the Real Estate Project, The Address by GS, Bandra Project and the costs and expenses together with the applicable taxes thereon for the same shall be borne and paid by the Allottee/s as may be determined by the Promoter and/or such professional agency.
22. It is agreed that the Allottee/s shall be entitled to avail a loan from a Bank and to mortgage the said Apartment by way of security for the repayment of the said loan to such Bank only with the prior written consent of the Promoter. The Promoter will grant its no objection, whereby the Promoter will express their no objection to the Allottee/s availing of such loan from the Bank and mortgaging the said Apartment with such Bank ("**said No Objection Letter**"), provided however, that the Promoter shall not incur any liability / obligation for the repayment of the monies so borrowed by the Allottee/s and/or any monies in respect of such borrowings, including the interest and costs, and provided that the mortgage created in favour of such Bank in respect of the said Apartment of the Allottee/s shall not in any manner jeopardise the Promoter' right to receive the full Sale Consideration and other charges and to develop the balance of the Land and such mortgage in favour of such Bank shall be subject to the Promoter' first lien and charge on the said Apartment in respect of the unpaid amounts payable by the Allottee/s to the Promoter under the terms and conditions of this Agreement and subject to the other terms and conditions contained herein. The Promoter will issue the said No Objection Letter addressed to the Bank and the Allottee/s undertaking to make the payment of the balance Sale Consideration of the said Apartment directly to the Promoter as per the schedule of the payment of the Sale Consideration as set out hereinabove and such confirmation letter shall be mutually acceptable to the Parties hereto and to the said Bank.

The Allottees further agrees that in the event the Allottees avails any loan/ loan facilitation services from any bank or financial institutions in that case the Allottee shall do so at its his/her own cost and expenses and they shall not hold the Promoter liable/responsible for any loss/defective and delayed services/claims/demand that the Allottees may have incurred due to the Services availed from the bank, financial institutions and/or any external third party.

23. The Allottee/s hereby represent/s and warrant/s to the Promoter that:

- (i) he/she/it/they is / are not prohibited from acquiring the said Apartment under any applicable law or otherwise;
- (ii) he/she/it/they has / have not been declared and/or adjudged to be an insolvent, bankrupt, etc., and/or ordered to be wound up or dissolved, as the case may be;
- (iii) no receiver and/or liquidator and/or official assignee or any person is appointed in the case of the Allottee/s or all or any of his/her/its/their assets and/or properties;
- (iv) none of his/her/its/their assets / properties is/are attached and/or no notice of attachment has been received under any rule, law, regulation, statute, etc.;
- (v) no notice is received from the Government of India (either Central, State or Local) and/or from any other Government abroad for his/her/its/their involvement in any money laundering or any illegal activity and/or is / are declared to be a proclaimed offender and/or a warrant is issued against him/her/it/them;
- (vi) no execution or other similar process is issued and/or levied against him/her/it/them and/or against any of his/her/its/their assets and properties;
- (vii) he/she/it/they has / have not compounded payment with his/her/its/their creditors;
- (viii) he/she/it/they is / are not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months;
- (ix) he/she/it/they is / are not an undesirable element and will not cause nuisance and/or cause hindrances in the completion of the Real Estate Project and/or The Address by GS, Bandra Project and/or the Land and Whole Project and/or at any time thereafter and will not default in making the payment of the amounts mentioned in this Agreement; and
- (x) The Allottee/s is/are in a good financial position to pay the Sale Consideration and the Installments in the manner as stated in this Agreement, without any delay or default and shall, as and when called upon by the Promoter, provide such security as may be required by the Promoter towards the payment of the Sale Consideration and the Installments.
- (xi) The Allottee/s confirm/s that all the information and documents provided by her/him/them are correct and genuine. If it is observed that information and/or documents provided by the Allottee/s are false and/or incorrect and/or fake, then this will be considered as an "Event of Default" and in that event the Promoter shall be

entitled to terminate the Agreement/Allotment and on such termination, the process as mentioned in Clause 6(viii) shall follow.

- (xii) to observe, perform and comply with the terms, conditions and covenants of the Proposed Lease (as and when executed), the rules and bye-laws imposed by MHADA, and all other rules, regulations and bye-laws which the Promoter, and/or any Governmental Authorities may specify and those which the Entity & Organisation (as and when formed and registered by the Promoter in respect of the Real Estate Project) and/or the Apex Body (as and when formed and registered by the Promoter in respect of the The Address by GS, Bandra Project), Association as the case may be, may adopt or frame at its/their inception, and any modification thereof, from time to time.
  - (xiii) The Allottees are aware that the basement of the Project is extended upto the internal road of the Whole Project, in case the road or any services underneath the roads needs to be repaired or maintained, in that event the allottees/ association of allottee shall allow to enter the basement for repair and maintenance of the same.
  - (xiv) The Allottee/s are aware that the Project will be developed in phase-wise manner and The Allottee/s confirms that they shall not create any obstruction/hindrance/impediment for construction of other buildings of this Phase & buildings of other phases. Allottees also aware and undertakes that they will not object for any temporary internal access roads/ramps to be used during this construction activity before the final internal access road and ramp is ready.
24. It is abundantly made clear to the Allottee/s who is/are or may become a non-resident / foreign national of Indian Origin during the subsistence of this Agreement that, in respect of all remittances, acquisitions / transfer of the said Apartment, it shall be his/her/its/their sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable laws from time to time. The Allottee/s understand/s and agree/s that in the event of any failure on his/her/its/their part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/it/they alone shall be liable for any action under the Foreign Exchange Management Act, 1999 or any other statutory modifications or re-enactments thereto. The Promoter accepts no responsibility in this regard and the Allottee/s agree/s to indemnify and keep the Promoter indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.
25. The Promoter shall maintain a separate account in respect of the sums received from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Society or towards the outgoings and legal charges and shall utilize the amounts only for the purposes for which they have been received.



26. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Apartment or the Real Estate Project or the The Address by GS, Bandra Project or Whole Project or the Land and/or any buildings / towers as may be constructed thereon, or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and lands will remain the property of the Promoter as hereinbefore mentioned until the execution of the Society Transfer and the Apex Body Transfer, as the case may be.

27. **WATER, ELECTRICITY AND OTHER UTILITIES**

a. Water Supply

Water supply to the allottees of the Real Estate Project will be made available as may be permitted by the authorities concerned. Allottees are prohibited from installing pumps to boost water supply. Cost of supply of additional water by tankers or otherwise, if required, shall be borne by the allottee/s of the residential apartments in the Real Estate Project.

28. **Mortgage or Creation of Charge:**

- (i) Notwithstanding anything contrary to the clauses contained herein or in any other letter, no objection, permission, deeds, documents and writings (whether executed now or in the future by the Promoter) and notwithstanding the Promoter giving any no objection / permission for mortgaging the said Apartment or creating any charge or lien on the said Apartment and notwithstanding the mortgages / charges / liens of or on the said Apartment, the Promoter shall have the first and exclusive charge on the said Apartment and all the right, title and interest of the Allottee/s under this Agreement for the recovery of any amount due and payable by the Allottee/s to the Promoter under this Agreement or otherwise.
- (ii) The Allottee/s agree/s, acknowledge/s, confirms and undertake/s that the Promoter are entitled to and have obtained / are in the process of obtaining loans from various banks and/or financial institutions and create such securities with respect to any and all of its right, title, benefits and interest in the Real Estate Project, The Address by GS, Bandra Project, or any part thereof, as may be solely decided by the Promoter, and the Allottee/s take/s notice that a no objection certificate may be required from such banks and financial institutions for the creation of any encumbrances on the said Apartment. The Allottee/s agree/s and undertake/s to the same and further agree/s that the Allottee/s shall accord necessary no objection/consent to enable the Promoter to obtain such loans as may be required.
- (iii) After the Promoter execute this Agreement, they shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such

mortgage or charge shall not affect the right and interest of the Allottee/s who has / have taken or agreed to take the said Apartment.

29. **Binding Effect:**

- (i) Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s sign/s and deliver/s this Agreement with all the Schedules and Annexures thereto along with the payments due as stipulated herein, within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for the registration of this Agreement before the concerned Office of the Sub-Registrar of Assurances as and when intimated by the Promoter. If the Allottee/s fail/s to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar of Assurances for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, the application of the Allottee/s shall be treated as cancelled and all the sums deposited by the Allottee/s in connection therewith, including the booking amount, shall be forfeited.

30. **Entire Agreement:**

This Agreement, along with its Recitals, Schedules and Annexures, constitutes the entire Agreement among the Parties hereto with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, booking form, letter of acceptance, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment.

31. **Right to Amend:**

This Agreement may only be amended through the written consent of the Parties and will be executed through applicable documents.

32. **Provisions of this Agreement Applicable to the Allottee/s Subsequent allottee/s:**

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

33. **Severability:**

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

thereunder or under other applicable laws, such provisions of this Agreement shall be deemed to be amended or deleted in so far as they are reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to RERA or the Rules and Regulations made thereunder or the applicable laws, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of the execution of this Agreement.

**34. Method of Calculation of Proportionate Share:**

Wherever in this Agreement it is stipulated that the Allottee/s has / have to make any payment in common with the other allottees in the said building and/or said Real Estate Project and/or The Address by GS, Bandra Project, the same shall be in proportion to the carpet area of the said Apartment to the total carpet area of all the other premises/units/areas/spaces in the Real Estate Project.

**35. Further Assurances:**

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

**36. Place of Execution:**

The execution of this Agreement shall be complete only upon its execution by the Promoter, through their authorized signatories, at Mumbai. After this Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution hereof, the said Agreement shall be registered at the office of the concerned Sub-Registrar of Assurances.

**37. Notices:**

- (i) All notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by courier or registered post A.D or notified email ID / under certificate of posting at their respective addresses as mentioned in Third Schedule herein respectively:
- (ii) It shall be the duty of the Allottee/s and the Promoter 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.

38. **Joint Allottee/s:**

In case there are Joint Allottees, all communications shall be sent by the Promoter to the Allottee/s whose name appears first and at the address given by him/her/it/them which shall, for all intents and purposes, be considered as properly served on all the Joint Allottees.

39. **Stamp Duty and Registration:**

- (i) The Allottee/s shall bear and pay all the amounts payable towards stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all the documents for the sale and/or transfer of the said Apartment including applicable stamp duty and registration charges on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Allottee/s' account.
- (ii) The Allottee/s and/or the Promoter shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act, 1908 and the Promoter will attend such office and admit execution thereof.

40. **Dispute Resolution:**

Any dispute or difference between the Parties in relation to or arising out of or with regards 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 may be referred to the Authority as per the provisions of RERA and the Rules and Regulations thereunder and/or any other court and/or authority having jurisdiction to adjudicate the dispute and/or difference between the Parties.

41. **Governing Law:**

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

42. **Interpretation:**

- (i) In this Agreement where the context admits:
  - (a) any reference to any statute or statutory provision shall include all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated) and such provision as from time to time amended, modified, re-enacted or consolidated (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement

- as applicable and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;
- (b) any reference to the singular shall include the plural and vice-versa;
  - (c) any references to the masculine, the feminine and the neuter shall include each other;
  - (d) any references to a “company” shall include a body corporate; the word “Business Day” would be construed as a day which is not a Sunday, or a public holiday or a bank holiday under the Negotiable Instruments Act, 1881.
  - (e) the Schedules form part and Annexures of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any Schedules thereto. Any references to clauses, sections and schedules are to the clauses, sections and schedules of this Agreement. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of the clauses, sections and schedules in which the reference appears;
  - (f) references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
  - (g) the expression “the Clause” or “this Clause” shall, unless followed by reference to a specific provision, be deemed to refer to the whole clause (not merely the sub-clause, paragraph or other provision) in which the expression occurs;
  - (h) each of the representations and warranties provided in this Agreement is independent of the other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;
  - (i) in the determination of any period of days for the occurrence of an event or the performance of any act or thing, it shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a Business Day, then the period shall include the next following Business Day;
  - (j) the words “include”, “including” and “in particular” shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
  - (k) references to a person (or to a word importing a person) shall be construed so as to include:

- i. an individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal personality / separate legal entity);
  - ii. that person's successors in title and permitted assigns or transferees in accordance with the terms of this Agreement; and
  - iii. references to a person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;
- (l) where a wider construction is possible, the words "other" and "otherwise" shall not be construed *ejusdem generis* with any foregoing words.

**THE FIRST SCHEDULE HEREINABOVE REFERRED TO:**

The List setting out details of the 10 Sale Deeds and Lease Deeds executed between the Societies and MHADA and the list of 10 Development Agreements and the Power of Attorneys executed between the respective Societies and the Co-Promoter as follows:

<b>Sr No</b>	<b>Society Name</b>	<b>Details of Sale Deeds</b>	<b>Details of Lease Deeds</b>	<b>Details of Development Agreements</b>	<b>Details of Power of Attorney</b>
1	Nirmal Nagar Nutan CHSL, Building No. 1	BDR-15/03459/2012	BDR-15/03458/2012	BDR 9-15508-2021 dated 29/12/2021	BDR 9-15511-2021 dated 29/12/2021
2	Nirmal Nagar Nirmal CHSL, Building No. 2	BDR-15/7739/2022	BDR-15/7738/2012	BDR 15-7499-2022 dated 7/06/2022	BDR 15-2022 dated /06/2022
3	Nirmal Nagar Disha CHSL, Building No. 3	BDR-15/7428/2022	BDR-15/7427/2012	BDR 15-7689-2022 dated 02/06/2022	BDR 15-7690-2022 dated 02/06/2022
4	Nirmal Nagar Ratnadeep CHSL, Building No. 4	BDR-15/2760/2019	BDR-15/2759/2019	BDR 9-1217-2022 dated 31/01/2022	BDR 9-1218-2022 dated 31/01/2022
5	Nirmal Nagar Pancharatna CHSL, Building No. 5	BDR-15/11995/2011	BDR-15/11994/2011	BDR 9-15173-2021 dated 22/12/2021	BDR 9-15178-2021 dated 22/12/2021
6	Nirmal Nagar Sai Sadan CHSL, Building No. 6	BDR-15/2762/2019	BDR-15/2761/2019	BDR 9-927-2021 dated 25/01/2022	BDR 9-930-2022 dated 25/01/2022
7	Nirmal Nagar Niwara CHSL, Building No. 7	BDR-15/05252/2011	BDR-15/05251/2011	BDR 9-944-2022 dated 25/01/2022	BDR 9-945-2022 dated 25/01/2022
8	Nirmal Nagar Aakanksha CHSL, Building No. 8	BDR-1/6620/2012	BDR-1/6619/2012	BDR 9-1208-2022 dated 31/01/2022	BDR 9-1209-2022 dated 31/01/2022
9	Nirmal Nagar Shri Krupa CHSL, Building No. 11	BDR-9/05161/2011	BDR-9/05160/2011	BDR 9-34-2022 dated 03/01/2022	BDR 9-35-2022 dated 03/01/2022
10	Nirmal Nagar Ekta Niwas CHSL, Building No. 16	BDR-9/5246/2011	BDR-9/5245/2011	BDR 9-1921-2022 dated 15/02/2022	BDR 9-1922-2022 dated 15/02/2022

**THE SECOND SCHEDULE HEREINABOVE REFERRED TO:**

All that pieces and parcels of lands collectively admeasuring 13,698.14 square meters, bearing CTS Nos. 418/A (Part), 418/24 to 38(Pt), 418/45 to 62, 418/76 to 79, 418/93 to 117, 418/136 to 167, 418/223 to 225, 418/230 to 293, 418/322 to 365, 418/445 to 465, , 418/500 to 536, 418/549 to 550, 418/552 to 553, 418/556 to 564, 418/573 to 589, 418/594, 418/608, 418/615 to 628 of Village Bandra (East), Nirmal Nagar, Mumbai-400051 in Registration Sub-District of Mumbai.

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**THE THIRD SCHEDULE ABOVE REFERRED TO:**

Sr.		Particulars									
1	Project Name	The Address by GS, Bandra									
2	MAHARERA Registration No										
3	Real Estate Project/ Tower	The Address by GS, Bandra Tower D (As per MHADA Record Tower 4)									
4	Apartment	No. <b>401</b> on <b>4th</b> floor of type <b>2 BHK GLITZ</b> admeasuring about; <table border="1" data-bbox="574 747 1242 1163"> <thead> <tr> <th></th> <th>Square Meters</th> <th>Square Feet</th> </tr> </thead> <tbody> <tr> <td>RERA Carpet Area of Flat</td> <td>66.89</td> <td>720</td> </tr> <tr> <td>Balcony Area (If applicable)</td> <td>3.25</td> <td>35</td> </tr> </tbody> </table>		Square Meters	Square Feet	RERA Carpet Area of Flat	66.89	720	Balcony Area (If applicable)	3.25	35
	Square Meters	Square Feet									
RERA Carpet Area of Flat	66.89	720									
Balcony Area (If applicable)	3.25	35									
5	Parking Space	Mechanical Car parking bearing No: <b>B3 - 113</b> (U/L) in basement.									
6	Agreement Value	Rs.25817441/- (Rupees Two Crores Fifty Eight Lakhs Seventeen Thousand Four Hundred Forty One Only)									
7	Amount Paid by Allottee	Rs.1277963/- (Rupees Twelve Lakhs Seventy Seven Thousand Nine Hundred Sixty Three Only)									
8	Balance Amount to be paid by Allottee	Rs.24539478/- (Rupees Twelve Lakhs Seventy Seven Thousand Nine Hundred Sixty Three Only)									
9	Project Completion Date	31/01/2030									
10	Communication Address of Allottee	14/ A, Sreerosh Seascape, Palissery, Behind District Court, Thalassery, Kunnur - 670101, Kerala									
11	Email ID of Allottee	rajithraj9@yahoo.com									
12	Communication Address of Promoter	The Address By GS Bandra. Nirmal Nagar, Bandra East, Mumbai - 400051 Maharashtra									
13	Email ID of Promoter	agsbandra.d@raymond.in									

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

**SIGNED AND DELIVERED** )  
by the within named Promoter )  
**TEN X REALTY LIMITED** )  
by the hand of its Authorised Signatory )

--	--

**MR. SAMEER SHELAR** )

in the presence of... )

1.

2.

\_\_\_\_\_  
Photograph/ Thumb Impression

**SIGNED AND DELIVERED** )  
by the within named Co-Promoter )  
**CRD REALTORS PVT LIMITED** )  
through its constituted attorney )  
the Promoter i.e.TEN X Realty Limited )  
vide registered power )  
of attorney dated 6<sup>th</sup> July, 2022 )

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**MR. SAMEER SHELAR** )

in the presence of... )

1.

2.

\_\_\_\_\_  
Photograph/ Thumb Impression

**SIGNED AND DELIVERED** )  
by the within named Allottee )

**MR. RAJITHRAJ DAMODARAN NITTUKANDI )**

in the presence of )

--	--

1.

2.

\_\_\_\_\_  
**[MR. RAJITHRAJ DAMODARAN NITTUKANDI]**

Photograph / Thumb Impression

**SIGNED AND DELIVERED** )  
by the within named Allottee )

**MRS. JISHMA RAJITHRAJ NITTUKANDI )**

in the presence of )

--	--

1.

2.

\_\_\_\_\_  
**[MRS. JISHMA RAJITHRAJ NITTUKANDI]**

Photograph / Thumb Impression

**RECEIPT**

Received of and from the Allottee/s abovenamed the sum of **Rs. 1277963/- (Rupees Twelve Lakhs Seventy Seven Thousand Nine Hundred Sixty Three Only)** on the execution of this Agreement For Sale towards Part Sale Consideration.

WE SAY RECEIVED

Promoter / Authorised Signatory

DRAFT

**List of Annexure**

<b>Sr. No.</b>	<b>Annexure</b>	<b>Details of the Document</b>
1	<b>Annexure A</b>	IOA
3	<b>Annexure B</b>	Commencement Certificate
4	<b>Annexure C</b>	Layout Plan
5	<b>Annexure D</b>	Floor Plan of the Apartment
6	<b>Annexure E</b>	Title certificate
7	<b>Annexure F</b>	PR Card
8	<b>Annexure G</b>	RERA Certificate
9	<b>Annexure H</b>	Details of the common areas and amenities in the buildings of the Real Estate Project,
10	<b>Annexure H-1</b>	common areas and amenities of the The Address by GS, Bandra Project
11	<b>Annexure H-2</b>	Specifications of internal fittings, fixtures and amenities in the Apartment.
11	<b>Annexure I</b>	Payment Schedule
12	<b>Annexure J</b>	Other Charges