

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“**this Agreement**”) is made and entered into at _____ this _____ day of _____, in the Christian year Two _____ (20_____).

BETWEEN

TATTVA & MITTAL CORPORATION PRIVATE LIMITED, a company, incorporated under the provisions of the Companies Act, 1956 and deemed existing under the provisions of Companies Act, 2013, and having its registered office at Unit No.33, 3rd Floor, Todi Building, Mathuradas Mill Compound, Lower Parel (W), Mumbai - 400013, hereinafter referred to as **the “Promoter”** (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **ONE PART**

AND

THE VISHRANTI CO-OPERATIVE HOUSING SOCIETY LIMITED, a co-operative housing society registered under the provisions of The Maharashtra Co-operative Societies Act, 1960, and having its registered office at 2nd Road, Kandhari Colony, Chembur, Mumbai – 400 071, hereinafter referred to as the **“SOCIETY”** (which expression shall unless it be repugnant to the subject context or meaning thereof be deemed to mean and include its successors and assigns) of the **Second Part;**

AND

Seema Devendra Jain and Devendra Phoolchand Jain, an adult, Indian Inhabitant, having his/her/their address at Plot no 24, U/02, Road no.4, **Near Geeta Vikas School, Mumbai- 400043** hereinafter referred to as the **“Allottee”**, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their heirs, executors, administrators and permitted assigns and in case of a Partnership Firm or a Limited Liability Partnership, the partners or partner for the time being of the said firm, the survivor or survivors of them and the heirs, executors,

administrators and permitted assigns of the last survivor and in case of a Hindu Undivided Family (HUF), the Karta and all coparceners, the members of the HUF from time to time, their respective heirs, legal representatives, and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the co-parcener and in case of a Public Charitable Trust, all trustees constituting the Trust and the heirs, executors and administrators of the surviving trustee and permitted assigns, in case of a Private Trust/ Settlement, all trustees constituting the Trust, beneficiaries and the heirs, executors and administrators of the surviving trustee or beneficiary and permitted assigns) and in case of a body corporate/company its successors and permitted assigns) of the **OTHER PART**.

(The Promoter, the Society and the Allottee, are hereinafter collectively referred to as the "**Parties**", and individually as a "**Party**").

WHEREAS: -

- A.** The Promoter is entitled to develop Plot Nos.79 and 80 (part) bearing CTS No 853 now CTS No. 853 (part) and CTS Nos. 853/15 to 853/22 admeasuring in aggregate 1494.98 sq. yards equivalent to 1250 sq. mtrs. of Town Planning Scheme III, Chembur, Mumbai Suburban District ("**Land**") along with building No.7 constructed thereon admeasuring 512.20 sq. yards equivalent to 428.25 sq. mtrs. consisting of Ground plus 2 (two) upper floors situate at 2nd Road, Chembur East, Mumbai – 400 071, which Land and Building, unless individually referred to, shall hereinafter collectively be referred to as "**Amaltas Residency**" and is more particularly described in the **First Schedule** hereunder written. The Land is shown delineated by red colour boundary lines on the plan annexed hereto at **Annexure "1"**.
- B.** The Society has executed an irrevocable Power of Attorney in favour of Mr. Subbaraman Anand Vilayannur, one of the Promoter, to enable the Promoter to do all acts, deeds, matters and things with respect to Property and to obtain the sanctions, permissions, consents and approvals as may be required for development of the Property and to carry out the development work in respect of the Property.
- C.** The Promoter is well and sufficiently entitled to undertake the construction and re-development of the Land which is also confirmed by the Society whereby the Promoter shall in consideration of grant of development rights of the Property shall provide premises in the new building to be constructed on the Land to the Existing Members of the Society along with amenities, common amenities, common spaces/areas, open spaces, parking spaces and other entitlements as per the terms and conditions agreed between the Promoter and Society and its members. The premises and the parking spaces to be constructed and allotted for rehabilitation of the Existing Members are individually referred to as "**Members Flats**" and "**Members Parking Spaces**" and collectively "**Members Premises**". In addition to the Members Premises, the Promoter is entitled to construct free sale premises in the new building to be constructed on the Land comprising flats/units/premises ("**Promoters Flats**") and parking spaces for allotment ("**Promoters Parking Spaces**") to intending allottees on ownership basis. The "**Promoters Flats**" and "**Promoters Parking Spaces**" are collectively referred to as "**Promoters Premises**".

- D.** The Promoter is constructing a new building on the Land consisting of 2 level Basement and parking, Ground Floor and 14 Upper Floors, previously known as Amaltas 71 and presently known as ‘Amaltas Residency’ (hereinafter referred to as the “**Building**”) as per such sanctioned plans and approvals. The construction and development of the Land is being undertaken by the Promoter to construct a new building/s thereupon by using and utilising the entire available FSI emanating from the said property and loading TDR – FSI and fungible FSI, by utilizing the maximum potential of the plot as per the DCPR 2034.
- E.** The details pertaining to the title/rights/entitlement of the Promoter to the Land is as detailed in the Title Certificate dated 14th March 2016 issued by Mrs. Poonam Salaskar, Advocates of the Promoter. A copy of the said title certificate certifying the title of the Promoter to develop the Land is annexed hereto as **Annexure “2”**. A Copy of the Property Register Cards of the Land are also annexed hereto collectively as **Annexure “3”**.
- F.** The development/redevelopment of the Land more particularly mentioned in the **First Schedule** hereunder written and proposed as a “real estate project” by the Promoter and has been registered as a ‘real estate project’ as is more particularly mentioned in **Fourth Schedule** hereunder written and hereinafter referred to as “**the Real Estate Project**” 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 for the Real Estate Project, as per the details more particularly mentioned in the **Fourth Schedule** hereunder written and is hereinafter referred to as the “**RERA Certificate**” and a copy of the RERA Certificate is annexed and marked as **Annexure “4”** hereto.
- G.** The Allottee has, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his Advocates and Planning and Architectural consultants. The Allottee has agreed and consented to the development of the Land. The Allottee has also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.
- H.** The principal and material aspects of the development of the Real Estate Project as sanctioned under the RERA Certificate, are briefly stated below-
- (i) The Real Estate Project shall be known by such name as mentioned in **Fourth Schedule** hereunder;
 - (ii) The Real Estate Project shall consist and comprise of such number and type of floors as are more particularly mentioned in the **Fourth Schedule** hereunder written and hereinafter referred to as “**Floor Composition**”;
 - (iii) The total floor space index (“**FSI**”) consumed/proposed to be consumed in the Real Estate Project is more particularly set out in

the **Fourth Schedule** hereunder written;

- (iv) The common areas, facilities and amenities in the Real Estate Project which shall be usable by the Allottee are listed in the **Second Schedule** hereunder written (“**Real Estate Project Amenities**”) and shall be completed/delivered with the completion of the Real Estate Project;
- (v) The Promoter shall be entitled to put signage / boards to reflect the name of “Amaltas Residency” by Tattva Mittal (and/or any brand name as desired by the Promoter), in a form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Real Estate Project and on the façade, terrace, compound wall or other part of the Real Estate Project. The Promoter shall also be entitled to place, select, decide hoarding/board sites;
- (vi) The Promoter shall be entitled to designate any spaces/areas in the Real Estate Project (including on the terrace and basement levels of 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 Existing Members, Allottee and other allottees of apartments/flats 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 service areas located within the Real Estate Project shall be earmarked by the Promoter including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps, and equipment, etc. and other permitted uses as per zoning plans/building plans. The Allottee shall not be permitted to use the service areas, etc. in any manner whatsoever and the same shall be reserved by the Promoter and the Society for rendering maintenance services;
- (vii) The Municipal Corporation of Greater Mumbai (“**MCGM**”) has sanctioned plans for construction of the Real Estate Project and has issued the Intimation of Disapproval and Commencement Certificate with respect to the Real Estate Project as per details more particularly mentioned in the **Fourth Schedule** hereunder written and hereinafter referred to as “**IOD**”. Copy of the IOD included is annexed hereto and marked as **Annexure “5”** hereto; Due to planning and statutory requirements, the Promoter had to revise the building plans and have resubmitted them for approval. The Allottee(s) fully understands and acknowledge that the said Premises (as defined below) being allotted to the Allottee(s) hereunder is as per the building plans which are yet to be approved by the concerned authorities. The Allottee(s) acknowledge and agree that in case the building plans require further changes which may result in change of the size, layout, description of the said Premises, the Allottee(s) confirm that the same shall be acceptable to them and they shall not raise any dispute against the Promoter at any time in this regard.
- (viii) The sanctioned plans include the building plan, section, specifications and details of the Real Estate Project and is hereinafter referred to as “**Building Plan**” and is annexed hereto and marked as **Annexure “6”**.

- (ix) The Allottee has perused a copy of the layout plan (“**Layout Plan**”) which specifies the location of the New Building to be built on the Land, together with a proforma specifying the total FSI proposed to be utilized on the Land, and also, the locations where common areas, facilities and amenities, reservations and other open and built-upon spaces are proposed to be situated. A copy of the “**Layout Plan**” is annexed hereto and marked as **Annexure “7”** hereto;
 - (x) The common areas, facilities and amenities in the Land that may be usable by the Allottee along with Existing Members and other allottees are listed in the **Third Schedule** hereunder written (“**Amenities**”) and the same shall be completed/delivered with the completion of the construction on the Land and on receipt of Full Occupation Certificate;
 - (xi) The Promoter shall determine and identify the portion and the location on/of the Land to be handed over to any competent authorities for complying with the terms and conditions of statutory approvals and the remaining portion of the Land after handing over the stipulated percentage if any, to the MCGM or statutory authority and/or developing as a public amenity, would be available / available to the Society;
 - (xii) The nature of development of the Land would constitute a mixture of users as may be permissible under applicable law from time to time;
 - (xiii) The Promoter would be entitled to aggregate any contiguous land parcel with the development of the Land, as provided under the proviso to Rule 4(4) of the RERA Rules; 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>. MAHARERA Registration No.: P51800010534
- I.** The Allottee is/are desirous of purchasing on ownership basis, residential premises / flat more particularly described in **Fourth Schedule** hereunder written, hereinafter referred to as the “**Premises**” and shown in red hatched lines on the typical floor plan annexed hereto as **Annexure “8”** which shall be situated in the Real Estate Project.
- J.** The Promoter has entered into standard agreement/s with Ketan Vadiya Associates, an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.
- K.** The Promoter has appointed SHAH & SHAH, a Structural Engineer for the preparation of the structural design and drawings of the Real Estate Project.
- L.** The Real Estate Project shall be under the professional supervision of the Architect and the Structural Engineer and it is clarified that the Promoter is entitled to appoint any other licensed architects / surveyors and/or structural engineers in place of them, if so desired by the Promoter till the completion of the Real Estate Project;

- M.** The Promoter has the right to sell the Premises in the Real Estate Project being constructed / to be constructed by the Promoter, to enter into this Agreement with the Allottee of the Premises and to receive the Sale Consideration (as defined hereinbelow) in respect thereof;
- N.** The Allottee has/have demanded inspection/information from the Promoter and the Promoter has given inspection to the Allottee of all the documents of title by which the Promoter has acquired right, title and interest to develop, and all the approvals and sanctions issued by relevant authorities for the development of the Land/Real Estate Project and all the documents mentioned in the Recitals hereinabove and such other documents as are specified under RERA and the Rules and Regulations made thereunder;
- O.** 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 Company while developing the Real Estate Project and upon due observance and performance of which only, the Occupation Certificate or Building Completion Certificate (as may be applicable) in respect of the Real Estate Project shall be granted by the competent authority;
- P.** The Promoter has accordingly commenced construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove;
- Q.** Prior to execution of this Agreement, the Allottee has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the Premises, made enquiries thereon and is satisfied with respect to, (i) the title of the Promoter to develop the Land/Real Estate Project and such title being clear and marketable; (ii) the approvals and permissions (including IOD and CC) obtained till date and (iii) the Promoter's entitlement to develop the Land/Real Estate Project and to construct the Real Estate Project thereon as mentioned in this Agreement and applicable law and sell the premises therein. The Allottee hereby undertake(s) not to hereafter raise any objection and/or make any requisitions with respect to the title of the Promoter to the Land;
- R.** The Allottee undertakes that he has verified with his financial advisor and confirms that the Allottee has/have the financial capability to consummate the transaction;
- S.** 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;
- T.** The Promoter has agreed to sell to the Allottee and the Allottee has agreed to purchase and acquire from the Promoter, the Premises, at or for the price more particularly mentioned in the **Fourth Schedule** hereunder written and hereinafter referred as the "**Sale Consideration**" payable by the Allottee to the Promoter in the manner set out in the **Fifth Schedule**

hereunder written. Prior to the execution of these presents, the Allottee has paid to the Promoter part payment of the Sale Consideration of the Premises as more particularly mentioned in the **Fourth Schedule** hereunder written (the payment and receipt whereof the Promoter doth hereby admit and acknowledge);

- U. Under Section 13 of the RERA, the Promoter is required to execute a written agreement for sale of the Premises with the Allottee i.e. this Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908;
- V. This Agreement shall be subject to the provisions of RERA, RERA Rules and all other Rules, Regulations, Office Orders, Circulars and Rulings made thereunder and/or by the Authority/Appellate Tribunal or Court from time to time;
- W. The list of Annexures attached to this Agreement are stated hereinbelow

Annexure "1"	Copy of the plan identifying the Land
Annexure "2"	Copy of Title Certificate
Annexure "3"	Copy of Property Register Cards
Annexure "4"	Copy of the RERA certificate
Annexure "5"	Copy of the IOD
Annexure "6"	Copy of the Building Plan
Annexure "7"	Copy of the Proposed Layout Plan
Annexure "8"	Copy of typical floor plan

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

1. The above Recitals 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 Real Estate Project being the Building more particularly mentioned in the **Fourth Schedule** hereunder written comprising of the Floor Composition more particularly mentioned in the **Fourth Schedule** hereunder written in accordance with the plans, designs and specifications as referred hereinabove, and as approved by the MCGM from time to time. The Land/Real Estate Project shall have the common areas, facilities and amenities that may be usable by the Allottee along with Existing Members of Society and other allottees of premises and are listed in the **Second Schedule** hereunder written.

PROVIDED THAT the Promoter shall have to obtain prior consent in writing of the Allottee in respect of any variations or modifications which may adversely affect the Premises of the Allottee, 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.

3. Purchase of the Premises and Sale Consideration:

- 3.1. The Allottee hereby agrees to purchase and acquire from the Promoter, and the Promoter hereby agrees to sell to the Allottee, the Premises as more particularly described in the **Fourth Schedule** hereunder written and shown in red hatched lines on the typical floor plan (**Annexure “9”** hereto), at and for the Sale Consideration more particularly mentioned in **Fourth Schedule** hereunder written;
- 3.2. The Promoter shall allot to the Allottee/s at consideration, cost, charge and/or fee more particularly mentioned in **Fourth Schedule** hereunder written, parking space/s being constructed in the Real Estate Project and more particularly mentioned in the **Fourth Schedule** hereunder written and hereinafter referred to as the “**Parking Space**”. The parking space/s being constructed in the Real Estate Project is ‘Puzzle Parking’ and thus the Parking Space will not have exact location. The Parking Space shall be for the Allottee/s and Allottee/s’ visitors. The Allottee is aware that just as the Parking Space will be for his exclusive use, similar exclusive usage rights of the respective parking spaces to Existing Members of Society and other allottees of premises shall be granted by the Promoter and that the same shall be binding on the Allottee, his nominees and assigns. The details of the allotment of the parking spaces will be handed over to the Society. The Allottee shall cause the Society to ratify the parking allocation in favour of the Allottee;
- 3.3. The internal fitting and fixtures in the Premises that shall be provided by the Promoter are listed in the **Third Schedule** hereunder written and the Allottee is satisfied with the fittings and fixtures mentioned therein;
- 3.4. The Allottee has/have paid before execution of this Agreement, part payment of the Sale Consideration of the Premises as more particularly mentioned in the **Fourth Schedule** hereunder written and hereby agree/s to pay to the Promoter the balance amount of the Sale Consideration as and by way of instalments in the manner more particularly mentioned in the **Fifth Schedule** hereunder written. It is clarified that Sale Consideration shall be payable by the Allottee in the Bank Account more particularly mentioned in the **Fourth Schedule** hereunder written (“**Account**”);
- 3.5. The Sale Consideration includes taxes (consisting of tax paid or payable by way of Value Added Tax (“**VAT**”), Service Tax, Goods and Services 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 Real Estate Project and/or with respect to the Premises and/or Sale Consideration and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including Service Tax, VAT, 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 and/or in relation to the Premises and/or on the Sale

Consideration, shall be borne and paid by the Allottee alone and the Promoter shall not be liable to bear or pay the same or any part thereof;

- 3.6. The Sale Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies / Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee 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;
- 3.7. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Real Estate Project is complete and the Occupation Certificate is granted by the MCGM, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 5% (Five per cent). The total Sale Consideration payable based on the carpet area of the Premises, shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area of more than the defined limit of 7% (Seven percent), then, the Promoter shall refund the excess money paid by Allottee within 60 (sixty) days only in respect of carpet area of more than the defined limit of 7% (Seven percent). The purchaser will be liable to pay the excess amount as per Rs. 30,956/- PSF agreed the time of booking. If there is any increase in the carpet area allotted to Allottee, of more than the defined limit of 3% (three per cent), then, the Promoter shall demand additional amount from the Allottee towards Sale Consideration only in respect of carpet area of more than the defined limit of 5% (Five per cent), which shall be payable by the Allottee prior to taking possession of the Premises. It is clarified that the payments to be made by the Promoter/Allottee, as the case may be, under this clause, shall be made at the same rate per square meter as agreed in Clause 3.1 above;
- 3.8. On a written demand being made by the Promoter to the Allottee with respect to any amount (whether Sale Consideration or any other amount payable in terms of this Agreement), the Allottee shall pay such amount to the Promoter, within 15 (fifteen) days of the Promoter's said written demand, without any delay, demur or default;
- 3.9. The Allottee is aware that that in the event any cheque issued by the Allottee to the Promoter with respect to any amounts payable by the Allottee in connection with the Premises is dishonoured/is returned unpaid for whatsoever reason, cheque return charges of Rs.5000/- (Rupees Five Thousand only) and an amount equivalent to 1% of the cheque amount towards administrative expenses per event will be additionally payable by the Allottee by way of reasonable pre-estimate of damages in the nature of liquidated damages to the Promoter, and not penalty including Service Tax, GST, if any applicable on such charges;

- 3.10. Notwithstanding anything to the contrary, the Allottee hereby unconditionally and irrevocably authorizes the Promoter to adjust/ appropriate all payments made by the Allottee, firstly against any cheque return charges and administrative expenses as mentioned herein, secondly against any interest on delayed payments, thirdly against any government dues / taxes payable with respect to the Premises, and lastly against any outstanding dues/amounts (including the Sale Consideration) in pursuance of this transaction. The Allottee agrees and undertakes not to raise any objection or claims with regard to such adjustments and waives his right to do so in this regard. The rights of the Promoter under this Clause are without prejudice to the rights and remedies of the Promoter under this Agreement and at law including the right to terminate this Agreement;
- 3.11. If the Allottee 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, as per the instalment payment schedule mentioned in the **Fifth Schedule** hereunder written (which will not absolve Allottee of its responsibilities under this Agreement);
- 3.12. The Promoter shall be entitled to securitise the Sale Consideration and other amounts payable by the Allottee 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 under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee shall be required to make payment of the Sale Consideration and other amounts payable in accordance with this Agreement, in the manner as intimated;
- 3.13. The Sale Consideration is only in respect of the Premises. The Promoter has separately charged the price for the Parking Space/s as mentioned in the **Fourth Schedule** hereunder written. The Promoter has neither charged nor recovered any price for the limited common areas and the common areas facilities and amenities (except as specified in this Agreement) nor shall in future charge any amount for the same and is provided free of cost to the Allottee.
4. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the MCGM at the time of sanctioning the said plans or thereafter and shall, before offering possession of the Premises to the Allottee, obtain from the MCGM, the Occupation Certificate or Building Completion Certificate in respect of the Premises (as may be applicable).
5. Time is of the essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Premises and offering possession of the Premises to the Allottee after receiving the Occupation Certificate in respect thereof and the common areas,

facilities and amenities in the Real Estate Project that may be usable by the Allottee and are listed in the **Second Schedule** hereunder written. Similarly, the Allottee shall make timely payments of all instalments of the Sale Consideration and other amounts / dues payable by him and meeting, complying with and fulfilling all his other obligations under this Agreement.

6. DISCLOSURES TO THE ALLOTTEE & RIGHTS AND ENTITLEMENTS OF THE PROMOTER

The Allottee is aware and agree(s), and confirm(s) that -

6.1 Title:

- 6.1.1 The Promoter is re-developing/ developing by constructing a new building/s thereupon using and utilizing the entire available FSI emanating from the said property and loading TDR – FSI and fungible FSI, by utilizing the maximum potential of the plot as per the DCPR 2034 and the development of the Real Estate Project is the development of the Land, which presently is a residential user and may at any time include commercial and retail premises and such other user, development as may be permitted under applicable law;
- 6.1.2 The Allottee has/ have satisfied himself about the title of the Promoter to the Land and the entitlement of the Promoter to develop the Land. The Allottee shall not be entitled to further investigate the title of the Promoter and no requisition or objection shall be raised on any matter relating thereto;
- 6.1.3. The Promoter proposes to develop the Real Estate Project (including by utilization of the full development potential) in the manner more particularly detailed in the Recitals above and Allottee has agreed to purchase the Premises based on the unfettered and vested rights of the Promoter in this regard;
- 6.1.4. The Promoter proposes to develop the Land (by utilization of the full development potential) in the manner more particularly detailed in the Recitals above and as depicted in the Proposed Layout Plan at **Annexure “8”** hereto and the Allottee has agreed to purchase the Premises based on the unfettered and vested rights of the Promoter in this regard;
- 6.1.3 The right of the Allottee under this Agreement is only restricted to the Premises agreed to be sold by the Promoter to the Allottee subject to payment of all the amounts stipulated herein and compliance by the Allottee of all the terms and conditions specified herein and with respect to this transaction. All other premises/units/flats shall be the sole property of the Promoter and the Promoter shall be entitled to sell, transfer and/or deal with and dispose of the same without any reference or recourse

or consent or concurrence from the Allottee or any member of the Society as the case may be, in any manner whatsoever.

6.2 **Approvals:**

- 6.2.1 The Allottee has satisfied himself with respect to the approvals and permissions issued in respect of the development of the Real Estate Project/the Land;
- 6.2.2 The Allottee has satisfied himself with respect to the drawings, plans and specifications in respect of the Real Estate Project, the layout thereof and of the Land including IOD, CC, layout plans, building plans, floor plans, designs and specifications, common areas, facilities and amenities (including as mentioned in the **Second Schedule** hereunder written), and the entitlement of the Promoter to provide and designate Amenities;
- 6.2.3 At present, the Promoter estimates that the full and maximal development potential of the Land as mentioned in the Recitals above may permit utilisation of up to 2500 FSI plus Compensatory Fungible FSI plus free of FSI areas on the Land. The aforesaid development potential may increase during the course of development of the Land and the Promoter shall be entitled to all such increments and accretions;
- 6.2.4 The Promoter currently envisages that the Amenities as stated in the **Second Schedule** hereunder written shall be provided in the layout of the Land. Whilst undertaking the development of the Land to its full and maximal potential as mentioned in the Recitals above, there may be certain additions/modifications to the common areas facilities and amenities detailed in the **Second Schedule** hereunder written and/or relocations/realignments/re-designations/changes in the common areas facilities and amenities, and the Allottee hereby consents and agrees to the same;
- 6.2.5 As mentioned in the Recitals above, the Allottee has carried out his independent due diligence and search in respect of the development of the Real Estate Project/the Land being undertaken by the Promoter and pursuant thereto, find no inconsistency in the development/construction of the Real Estate Project/the Land, and also in compliance of applicable laws including but not limited to the DCR.

6.3 **Construction & Finishing:**

- 6.3.1 The Promoter has appointed/will appoint third party contractors(s) for construction and execution of the Real Estate Project. In case of defect(s) in construction or workmanship, the Promoter on intimation by the Allottee or the Allottee himself if so directed by the Promoter shall approach the third-party contractor(s) for the rectification of the defect(s) and the Allottee shall provide such

assistance as may be required based on the facts of the issue;

- 6.3.2 If within a period of 5 (five) years from the date of handing over the Premises to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Premises or the Real Estate Project or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA (“**Defect Liability**”). It is further clarified that the Promoter shall not be liable for any defects caused by reason of the default and/or negligence of the Allottee and/or any act or omission of the Allottee or any person under the Allottees directions and/or any other allottees or Existing Members of Society in the Real Estate Project. It is clarified that the works relating to maintenance shall be undertaken by the Facility Management Agency (described below) and would not be within the ambit of this Clause. It further clarified that the Defect Liability shall not cover such damages as are caused due to any Force Majeure Event or such items for which the manufacturer itself provides any warranty/guarantee including on account of any repairs/redecoration/any other work undertaken by the Allottee and/or any other allottee /person or Existing Members of Society in the Real Estate Project;
- 6.3.3 The Promoter shall compile and preserve the documents / drawings / certificates as specified in the IOD and handover the same to the Society in the manner stated therein or as may be mutually agreed between the Society and the Promoter on completion of the entire development of the Land. Thereafter, the Allottee shall cause the Society to preserve and maintain the documents / drawings / certificates received from the Promoter. The Allottee shall also cause the Society to carry out the necessary repairs, structural audit, fire safety audit at regular intervals as required by the Chief Fire Officer;
- 6.3.4 The utility meters such as electric and gas meter will initially be in the Promoter’s name and it shall be the Allottee’s obligation to get the same changed to his name in the records of the utility companies. Notwithstanding the meters standing in the name of the Promoter, it will be the responsibility of the Allottee to make payment of all utility charges from the date the possession of the Premises is offered to the Allottee. This Clause shall operate as no-objection (NOC) of the Promoter for transfer of the names (i.e. from the Promoter to the Allottee) in the records of the utility companies. However, in case the Allottee requires any specific letter/NOC from the Promoter then the Promoter agrees to provide the same only at the request of the Allottee;

6.3.5 Notwithstanding the other provisions of this Agreement, the Promoter shall be entitled to nominate any one or more persons including itself or any of its subsidiaries (“**Facility Management Agency**”) to manage the operation and maintenance of the Real Estate Project to be constructed on the Land, common amenities, common areas, facilities and infrastructure on the Land after the completion of the development of the Land. The Promoter shall have the authority and discretion to negotiate with such Facility Management Agency and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/them. The cost incurred / to be incurred in appointing and operating the Facility Management Agency shall be borne and paid by Existing Members of the Society, the allottees and/or occupants of the Promoters Premises including the Allottee on a pro rata basis. Such charges may vary and the Allottee agrees that it shall not raise any dispute regarding the appointment of any Facility Management Agency by the Promoter for the Real Estate Project/the Land or towards the maintenance charges determined by such agency. The Allottee agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter and/or the Facility Management Agency including for the smooth working and proper use of the amenities and facilities, including without limitation, payment of the Allottee’s share of the service charges that may become payable, from time to time. The Allottee is aware that the Promoter is not in the business of providing services proposed to be provided by the Facility Management Agency. The Parties hereto agree that the Promoter is not and shall not be responsible or liable in connection with any defect or the performance or non-performance or otherwise of the services provided by the Facility Management Agency.

7. POSSESSION DATE, DELAYS AND TERMINATION

7.1 The Promoter shall give possession of the Premises to the Allottee on or before the date more particularly mentioned in the **Fourth Schedule** hereunder written and hereinafter referred to as the **Possession Date**. Provided however, that the Promoter shall be entitled to extension of time for giving delivery of the Premises on the Possession Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors: -

- (a) Any Force Majeure Event;
- (b) War, Civil Commotion;
- (c) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;
- (d) Any stay order / injunction order issued by any Court of Law, competent authority, MCGM, statutory authority;
- (e) Any other circumstances that may be deemed reasonable by the Authority.

Force Majeure Event” shall mean any event or circumstance or combination of events or circumstances set out below that

materially affects any Party in the performance of its obligations in accordance with the terms of this Agreement, but only if and to the extent that such events and circumstances pertain to the Real Estate Project/the Land as applicable, or have a direct effect on the execution of the Real Estate Project/the Land and are not occasioned by any default or breach on the part of such Party and include the following:

- (a) Earthquake, flood, inundation and landslide.
- (b) Storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances.
- (c) Fire caused by reasons not attributable to a Party.
- (d) Acts of terrorism.
- (e) War, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionising radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions.
- (f) Change in Applicable Law.
- (g) Acts of expropriation, compulsory acquisition or takeover by any government agency of the Project or any part thereof or of a Party's rights in relation to the Project.
- (h) Acts beyond the reasonable control of the Parties.

7.2 If the Promoter fails to abide by the time schedule for completing the Real Estate Project and for handing over the Premises to the Allottee on the Possession Date (save and except for the reasons as stated in sub-clause 7.1 above), then the Allottee shall be entitled to either of the following: -

- (a) call upon the Promoter by giving a written notice by Courier/Registered Post A.D. at the address provided by the Promoter ("**Interest Notice**"), in the title clause to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon (or such revisions as may be prescribed by RERA from time to time) for every month of delay from the Possession Date ("**the Interest Rate**"), on the Sale Consideration paid by the Allottee. The interest shall be paid by the Promoter to the Allottee till the date of offering to hand over of the possession of the Premises by the Promoter to the Allottee;

OR

- (b) The Allottee/s shall be entitled to terminate this Agreement by giving written notice to the Promoter by Courier/Registered Post A.D. at the address provided by the Promoter ("**Allottee Termination Notice**"), in the title clause. On receipt of the Allottee Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. Within a period of 30 (thirty) days from the date of receipt of the Allottee Termination Notice by the Promoter, the Promoter shall simultaneously against the Allottee executing and registering Deed of Cancellation of the Premises refund to the Allottee/s the amounts already received by the Promoter under this

Agreement with interest thereon at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon (or such revisions as may be prescribed by RERA from time to time) (“**Interest Rate**”) 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 Promoter and/or the Premises and/or Parking Space and the Promoter shall be entitled to deal with and/or dispose off the Premises and/or the Parking Space in the manner it deems fit and proper;

- 7.3 In the event, the Allottee elects his remedy under sub-clause 7.2(a) above, the Allottee shall not subsequently be entitled to the remedy under sub-clause 7.2(b) above;
- 7.4 The Allottee agrees that the remedies mentioned in clause 7.2(a) read with clause 7.2(b) above constitute the Allottee’s sole remedy in such circumstances and the Allottee foregoes any and all his rights to claim against the Promoter for any specific performance and/or any losses, damages, costs, expenses or liability whatsoever;
- 7.5 The Allottee agrees and confirms that the Parking Space allotted to him shall stand automatically cancelled in the event of cancellation, termination (including voluntary termination), surrender, relinquishment, resumption, re-possession etc. of the Premises;
- 7.6 If the Allottee fails to make payment of any of the amounts under this Agreement on the stipulated date/s and time/s as required under this Agreement, then, the Allottee 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 thereon at the Interest Rate;
- 7.7 Without prejudice to the right of the Promoter to charge interest at the Interest Rate in terms of this Agreement, and any other rights and remedies available to the Promoter, either (a) on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his proportionate share of taxes levied by concerned local authority and other outgoings) and/or (b) the Allottee/s committing 3 (three) defaults of payment of instalments of the Sale Consideration, the Promoter shall be entitled at his own option and discretion, to terminate this Agreement, without any reference or recourse to the Allottee. Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee/s (“**Default Notice**”), by Courier/Registered Post A.D. at the address provided by the Allottee, 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 the

Agreement. If the Allottee/s fail(s) 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 interest at the Interest Rate thereon, then on the expiration 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/Registered Post A.D. at the address provided by the Allottee/s. On receipt of the Promoter Termination Notice by the Allottee/s, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this sub-clause and without prejudice to the other rights and contentions of the Promoter, the rights of the Allottee under this Agreement and in respect of the Premises shall automatically and immediately stand extinguished and terminated and the Promoter shall be entitled to sell and transfer the Premises to another allottee (“**New Allottee**”) for such consideration and in such manner as it deems fit and proper. In such a case, the Promoter shall be entitled to forfeit and appropriate unto itself an amount equivalent to (a) 10% of the Sale Consideration and (b) the actual loss (that is the difference in the sale price of the Premises to the Allottee and the New Allottee) to occur on the resale of the Premises to the New Allottee as and by way of agreed genuine pre-estimate of liquidated damages and not by way of penalty (“**Liquidated Damages**”). Upon resale of the Premises i.e. upon the Promoter subsequently selling and transferring the Premises to New Allottee and provided the Allottee/s has/have executed and/or registered the necessary deeds, documents and writings as may be required by the Promoter including with respect to the termination of this Agreement, the Promoter shall after deduction of Liquidated Damages, simultaneously against the Allottee executing and registering Deed of Cancellation of the Premises refund the balance amount of the Sale Consideration to the Allottee/s exclusive of any indirect taxes, stamp duty, brokerage, registration charges, other payments/outgoings, etc. In the event the Promoter receives a credit/refund of the Service Tax amount paid on this transaction, from the statutory authorities then in such a case the same shall be refunded by the Promoter to the Allottee without any interest thereon. In such an event the Allottee shall execute and register Deed of Cancellation of the Premises;

- 7.8 In the event the Allottee is desirous of voluntarily terminating the transaction of sale / purchase of the Premises/this Agreement, the Allottee shall give a prior written notice of at least 30 (thirty) days to the Promoter stating the Allottee’s intention for termination of the transaction of sale / purchase of the Premises/Agreement. The voluntary termination by the Allottee shall be governed by the relevant provisions of clause 7.7 hereinabove including but not limited to the right of the Promoter in such circumstances to forfeit and appropriate unto itself an amount equivalent to (a) 10% of the Sale Consideration and (b) the actual loss (that is the difference in the sale price of the Premises to the Allottee and the New Allottee) to occur on the resale of the Premises to the New Allottee as and by way of agreed genuine pre-estimate of Liquidated Damages and not by way of penalty. Upon resale of

the Premises i.e. upon the Promoter subsequently selling and transferring the Premises to New Allottee and provided the Allottee/s has/have executed and/or registered the necessary deeds, documents and writings as may be required by the Promoter including with respect to the termination of this Agreement, the Promoter shall after deduction of Liquidated Damages, refund the balance amount of the Sale Consideration to the Allottee/s exclusive of any indirect taxes, stamp duty, brokerage, registration charges, other payments/outgoings, etc. In such an event the Allottee shall execute and register Deed of Cancellation of the Premises;

7.9 Notwithstanding anything to the contrary contained herein, it is agreed that the Promoter shall have the irrevocable and unconditional right and entitlement to apply and/or appropriate and/or adjust any and all the amounts paid by the Allottee to the Promoter either under or pursuant to this Agreement or otherwise, in such manner and in such order and against such amounts payable by the Allottee to the Promoter as specified in this Agreement including any amount that may be outstanding on account of non-payment of TDS or non-submission of TDS certificate, as the Promoter may deem fit;

7.10 **Procedure for taking possession:**

(a) Upon obtainment of the Occupation Certificate from the MCGM and upon payment by the Allottee of all the instalments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoter shall offer possession of the Premises to the Allottee in writing ("**Possession Notice**") within 30 (thirty) days of receiving the Occupation Certificate of the Real Estate Project.

(b) The Allottee shall take possession of the Premises within 60 (sixty) days of the Possession Notice ("**Possession Period**");

7.11 Upon receiving the Possession Notice from the Promoter, the Allottee shall take possession of the Premises from the Promoter by executing such other documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the Premises to the Allottee. Irrespective of whether the Allottee takes or fails to take possession of the Premises within the Possession Period, such Allottee shall continue to be liable to pay maintenance charges and all other charges with respect to the Premises, as applicable and as shall be decided by the Promoter;

7.12 In the further event of the Allottee failing to take possession of the Premises, by the Possession Date, the Promoter shall be entitled to levy and the Allottee shall bear and pay to the Promoter, holding charges at the rate of Rs.40/- (Rupees Forty Only) per square feet per month calculated on the carpet area of the Premises (hereinafter referred to as "**Holding Charges**") for the entire period of such delay in taking possession. The Allottee agrees and confirms that the said sum of Rs.40/- (Rupees Forty only) per

square feet per month (or part thereof) shall be considered as holding charges as stipulated under this Clause and shall be a distinct charge not related to and shall be in addition to all other amounts/deposits payable by the Allottee to the Promoter under this Agreement/transaction in addition to other charges/amounts in terms of the provisions of this Agreement/transaction;

- 7.13 Further, on demand made by the Promoter, the Allottee shall on or before taking possession of the Premises deposit the property taxes, maintenance charges and other onetime charges as more particularly mentioned in Part A and Part B of the **Sixth Schedule** hereunder written (“**Other Charges**”). It is hereby clarified that with respect to the amounts listed in **Part A of the Sixth Schedule** hereunder written, the Promoter has made the Allottee aware that the amounts mentioned therein are with respect to costs incurred/to be incurred with respect to the Premises (as and by way of costs of Premises) and as such the Promoter shall not be liable, responsible and/or required to render the account in respect of the amounts mentioned therein and received by the Promoter and shall be entitled to retain and appropriate the same to its own account and with respect to the amounts listed in **Part B of the Sixth Schedule** hereunder written, the Promoter shall render the account in respect of the amounts mentioned therein and received by the Promoter, and the unspent balance, if any, shall be transferred to the Society’s Account, without any interest on the amounts received from the Allottee, at the time of admitting the Allottee as a member of the Society;
- 7.14 The Allottee shall from the expiration of the Possession Period be liable to bear and pay his proportionate share i.e. in proportion to the carpet area of the Premises, of outgoings in respect of the Real Estate Project and the Land including *inter-alia*, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the MCGM or other concerned local authority and/or Government water charges, insurance charges, common electricity, sinking fund, expenses relating to street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the Land including repair and maintenance of common staircase, lifts, sanitation, fire-fighting equipment’s, close circuit TV, repairs and salaries of clerks, bill collectors, chowkidars, securities, gardeners, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project and/or the Land including the outgoings in respect of the common services, internal roads, lights and other conveniences and utilities available in the Real Estate Project. It is clarified that with respect to the Corpus Fund to be paid / deposited by the Allottee as per Sr. No. 2 of Part B of **Sixth Schedule** hereunder written, the interest accrued thereon shall be initially utilized towards the maintenance of common amenities of the Real Estate Project including towards the expenses mentioned above. It is further clarified that notwithstanding payment of Corpus Fund, the Allottee shall be liable to bear and pay to the Society, the property tax, sinking funds, repair funds, insurance, as per

the carpet area of the Premises and the water charges as per the inlet, as and when demanded by the Society;

- 7.15 The Allottee hereby agrees that, in the event of any amount becoming payable to MHADA, the MCGM or the State Government, by way of betterment charges, development taxes or any other payment of a similar nature in respect of the Land and/or the Real Estate Project thereon, the same shall be paid/reimbursed by the Allottee to the Promoter, in the proportion in which the area of the Premises shall bear to the ultimate total area of all the flats/units/premises in the Real Estate Project. The Allottee is aware that as per the terms of the Deed of Assignment, the Promoters have given certain undertakings to the Society/MHADA/MCGM with regard to the Real Estate Project/the Land. The Promoter shall be liable to fulfil all the terms and conditions under the said undertakings, so far as the Premises is concerned, up to the Possession Date. Thereafter the Society (along with the Allottee, if applicable) shall be liable to fulfil all the terms and conditions of the said undertakings so far as the Premises is concerned at his own cost and expense;

8. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE

The Allottee represent(s) and warrant(s) to the Promoter that: -

- 8.1 He is competent to enter into contract and is/are not prohibited from entering into this Agreement and/or to undertake the obligations, covenants, etc. contained herein;
- 8.2 He has 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;
- 8.3 No receiver and/or liquidator and/or official assignee or any person is appointed in the case of the Allottee or all or any of his assets and/or properties;
- 8.4 None of his assets/properties is attached and/or no notice of attachment has been received under any rule, law, regulation, statute, etc.
- 8.5 No notice is or has been received from the Government of India (either Central, State or Local) and/or from any other Government abroad and/or any proceedings initiated against the Allottee for his involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him;
- 8.6 No execution or other similar process is issued and/or levied against him and/or against any of his assets and properties;
- 8.7 He has not compounded payment with his creditors;
- 8.8 He is not an undesirable element and/or will not cause nuisance and/or cause hindrances in the completion of the development of the Land and/or anytime thereafter and will not default in

compliance with the terms of this Agreement including making any payments;

- 8.9 The representations and warranties stated in this Clause are of a continuing nature and the Allottee shall be obliged to maintain and perform such representations and warranties.

9. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- 9.1 The Promoter has clear and marketable title and has the requisite rights to carry out development upon the Land, and also has actual, physical and legal possession of the Land for the implementation of the Real Estate Project;
- 9.2 The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project;
- 9.3 There are no encumbrances upon the Real Estate Project except those disclosed to the Allottee;
- 9.4 There are no litigations pending before any Court of law with respect to the Real Estate Project except those disclosed to the Allottee;
- 9.5 All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Real Estate Project, shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project and common areas;
- 9.6 The Promoter has 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 created herein, may prejudicially be affected;
- 9.7 The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Land and the Premises, which will, in any manner, affect the rights of Allottee under this Agreement;
- 9.8 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Premises to the Allottee in the manner contemplated in this Agreement;

- 9.9 The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the competent Authorities till possession is offered to the Allottee in accordance with Clause 7.10 above and thereupon shall be proportionately borne by the Society;
- 9.10 No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Land) has been received or served upon the Promoter in respect of the Land and/or the Real Estate Project except those disclosed to the Allottee.

10. COVENANTS OF THE ALLOTTEE

The Allottee by himself with intention to bind all persons into whose hands the Premises and other premises may hereinafter come, hereby covenants with the Promoter as follows, for the purpose of *inter-alia* ensuring the soundness and safety of the Real Estate Project, for maintaining the value of the Real Estate Project, and for ensuring that any easement in respect of any of the aforesaid remains unaffected:

- 10.1 Not to do or suffer to be done anything in or to the Real Estate Project, Premises, staircase, common areas or any passages which may be against the rules, regulations or bye-laws of the concerned authorities or change/alter or make addition in or to the Real Estate Project or to the Premises itself or any part thereof and to maintain the Premises (including sewers, drains, pipes) and appurtenances thereto at the Allottees' own cost in good repair and condition from the expiration of the Possession Period and not to demolish or cause to be demolished the Premises or any part thereof and/or make/cause to make any addition or alteration of whatsoever nature in the Premises and in particular so as to support, shelter and protect other parts of the Real Estate Project;
- 10.2 Not to raise any objection to the Promoter completing the construction of the Real Estate Project (including additional floors on the thereon) in accordance with applicable law and this Agreement, without any interference or objection, whether prior to or subsequent to the Allottee taking possession of the Premises;
- 10.3 Not to 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, etc.,
- 10.4 Not to change the user of the Premises and to comply with stipulations and conditions laid down by the Promoter/its designated Project Manager or the Society with respect to the use and occupation of the Premises;
- 10.5 Not to make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent;

- 10.6 Not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces;
- 10.7 Not to make any alteration in the elevation and outside colour scheme of paint and glass of the Real Estate Project and not cover/enclose the planters and service slabs or any of the projections from the Premises, within the Premises, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the Premises, nor do/cause to be done any hammering for whatsoever use on the external/dead walls of the Real Estate Projector do any act to affect the FSI/development potential of the Land;
- 10.8 To maintain the Premises at the Allottee's own cost in good and tenable repair and condition from the expiration of the Possession Period (irrespective of whether the Allottee takes possession or not) and shall not do or suffer to be done anything in or to the Real Estate Project which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the Real Estate Project and the Premises itself or any part thereof without the consent of the local authorities and Promoter;
- 10.9 Not to store anything on the refuge floor nor store any goods in the Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Real Estate Project in which the Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Premises is situated, including entrances of the Real Estate Project in which the Premises is situated and in case any damage is caused to the Real Estate Project in which the Premises is situated or the Premises on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach;
- 10.10 To carry out at his own cost all internal repairs to the Premises and maintain the Premises in the same condition, state and order in which it was offered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the Real Estate Project in which the Premises is situated or the Premises 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 committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
- 10.11 Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Land and/or the Real Estate Project in which the Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;

- 10.12 Not to affix air conditioner/s at any other place other than at the location earmarked for fixing such units so as not to affect the structure, façade and/or elevation of the Real Estate Project or any part thereof in any manner whatsoever;
- 10.13 Not to shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the Real Estate Project / or any part thereof in any manner whatsoever;
- 10.14 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Premises in the compound or any portion of the Land and/or the Real Estate Project;
- 10.15 Not to display at any place in the Premises or the Real Estate Project or any part thereof any bills, posters advertisement, name boards, neon signboards or illuminated signboards. The Allottee shall not stick or affix pamphlets, posters or any paper on the walls of the Real Estate Project or any part thereof or common areas therein or in any other place or on the window, doors and corridors of the Real Estate Project or any part thereof or anywhere else whatsoever on the Land or any structures thereon;
- 10.16 Not to do or permit to be done any renovation/repair within the Premises. In the event of the Allottee carrying out any renovation/repair within the Premises then in such event the Promoter shall not be responsible for rectification of any defects noticed within the Premises or of any damage caused to the Premises or the Real Estate Project on account of such renovation/repair;
- 10.17 To maintain the aesthetics of the Real Estate Project and to ensure the quiet and peaceful enjoyment by all the allottees and occupants therein and for the common benefit of all, and to preserve and maintain the safety, security and value of the Premises, the Real Estate Project and the Land;
- 10.18 To use the Premises or any part thereof or permit the same to be used only for personal residential purpose and the Parking Space only for purpose of parking vehicle/s;
- 10.19 To bear and pay in a timely manner as stated herein all amounts, dues, taxes, instalments of Sale Consideration, as required to be paid under this Agreement;
- 10.20 Not to change the user of the Premises without the prior written permission of the Promoter/Society and concerned statutory authority/ies;
- 10.21 Until the Allottee is admitted as the member of the Society; not to let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the Premises or dispose of or alienate otherwise howsoever, the Premises and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, Sale Consideration and all other amounts payable by the Allottee to the Promoter under this Agreement, are fully and finally paid together with applicable

interest thereon at the Interest Rate if any. In the event the Allottee is desirous of transferring the Premises and/or its rights under this Agreement prior to making such full and final payment, then, the Allottee shall be entitled to effectuate such transfer only with the prior written permission of the Promoter;

- 10.22 To observe and perform all the rules and regulations which the Society may adopt/have in place and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Building/Real Estate Project and the Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies and regarding the occupancy and use of the Premises in the Real Estate Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement;
- 10.23 To permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Premises and the Real Estate Project or any part thereof to view and examine the state and condition thereof;
- 10.24 Not to create any hardship, nuisance or annoyance to any other allottees in the Real Estate Project;
- 10.25 Not to do himself or through any other person anything which may or is likely to endanger or damage the Real Estate Project or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and/or the installations for providing facilities in the Real Estate Project including any electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, etc. or any common areas, facilities and amenities. If the Allottee or members of the Allottee family or any servant or guest of the Allottee commits default of this sub-clause then the Allottee shall immediately take remedial action and shall also become liable to pay such sum as may be levied by the Promoter/Society, as the case may be, on each such occasion;
- 10.26 Not to change the name of the Real Estate Project/Building either by himself or through the Society, at any point of time without the prior written permission of the Promoter;
- 10.27 The representations and warranties stated in this clause are of a continuing nature and the Allottee shall be obliged to maintain and perform such representations and warranties.

11. NOMINEE

The Allottee hereby nominates the person more particularly mentioned in the **Fourth Schedule** hereunder written (hereinafter referred to as the “**Nominee**”) as his nominee in respect of the Premises. On the death of Allottee, the Nominee shall assume all the obligations of the Allottee under this Agreement or otherwise, and shall be liable and responsible to perform the same. If the Nominee fails to perform the obligations under this Agreement and/or fails to comply with the terms and conditions of this Agreement (including but not limited to making payments of all

amounts / taxes as stated hereunder and/or as intimated separately), then the Promoter shall be entitled to terminate this Agreement in the manner stated herein. The Allottee shall at any time hereafter be entitled to substitute the name of the Nominee for the purposes herein mentioned. The Promoter shall only recognize the Nominee or the nominee substituted by the Allottee (if such substitution has been intimated to the Promoter in writing) and deal with him in all matters pertaining to the Premises. The heirs and legal representatives of the Allottee shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions, etc. of and/or by the Nominee. The Promoter shall at its discretion be entitled to insist on Probate/Succession Certificate/Letters of Administration and/or such other documents as the Promoter may deem fit, from the Nominee. The Nominee would be required to give an indemnity bond indemnifying the Promoter as may be necessary and required by the Promoter.

12. LOAN AND MORTGAGE

- 13.1. The Allottee shall be entitled to avail loan from a bank/financial institution and to mortgage the Premises by way of security for repayment of the said loan to such bank/financial institution, with the prior written consent of the Promoter. The Promoter shall permit and issue their respective no objection letter to the Allottee to enable him at his sole risk, costs and expenses to obtain loans from the Banks and/or the Financial Institutions by mortgaging the Premises. The Promoter shall however be entitled to refuse permission to the Allottee for availing any such loan and for creation of any such mortgage/charge, in the event the Allottee has/have defaulted in making payment of the Sale Consideration and/or other amounts payable by the Allottee under this Agreement;
- 13.2. All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the Premises, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the Premises, shall be solely and exclusively borne and incurred by the Allottee. The Promoter shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage. Notwithstanding any of the provisions hereof, the Allottee hereby agrees that the Promoter shall have first lien/charge until all the amounts including the Sale Consideration, taxes and other charges and amounts payable in respect of the Premises have not been paid and the Allottee has no objection and hereby waives to raise any objection in that regard;
- 13.3. The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter in any manner, and shall be subject to and shall ratify the right and entitlement of the Promoter to receive the balance Sale Consideration and other balance amounts payable by the Allottee under this Agreement;
- 13.4. The Allottee hereby indemnifies and shall keep indemnified the Promoter from and against all claims, costs, charges, expenses, damages and losses which the Promoter may suffer due to any action that may be initiated by the Bank/Financial institution on

account of such loan or for recovery of loan on account of any breach by the Allottee of the terms and conditions governing the said loan. Notwithstanding any of the provisions hereof, the Allottee hereby agrees that the Promoter shall have first lien/charge on the Premises towards all the claims, cost, charges, expenses, losses incurred by the Promoter and the Allottee undertakes to reimburse the same to the Promoter without any delay or demur or default. The Allottee hereby further indemnifies and shall keep indemnified the Promoter, its directors, agents, executives, and officers by and against any action, damages or loss due to breach of any terms and conditions and/or the covenants given by the Allottee under this Agreement for which the Allottee shall be solely liable and responsible;

- 13.5. In the event of any enforcement of security/mortgage by any bank/financial institution, the Promoter shall be entitled to extend the necessary assistance/support as may be required under applicable law.

13. MISCELLANEOUS

- 14.1 The Allottee undertakes that in the event the Allottee is a Non Resident Indian / Person of Indian Origin (i.e. foreign national of Indian origin) / foreign national / foreign company (as may be applicable) at the time of execution of this Agreement and/or anytime thereafter or if at any time there is a change in applicable laws governing sale / purchase of immovable property by resident / non-resident Indian Citizens, then the Allottee shall solely be responsible to intimate the same in writing to the Promoter immediately and comply with the applicable laws including but not limited to the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and Rules made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permissions, approvals which would enable the Promoter to fulfil the Promoter's obligations under this Agreement. Any refund, transfer of security, if at all, that may be payable by the Promoter to the Allottee as per the terms of this Agreement shall be made in accordance with the provisions of 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. The Allottee understands and agrees that in the event of any failure on Allottee's part to comply with the applicable guidelines issued by the Reserve Bank of India, the Allottee alone shall be liable for any action under the Foreign Exchange Management Act, 1999 Reserve Bank of India Act, 1934 and Rules made thereunder or any other applicable laws as amended from time to time. The Promoter shall not be liable in any manner whatsoever in this regard. The Allottee shall keep the Promoter, its directors, executives, agents and officers fully indemnified and harmless in this regard. The Promoter shall also not be responsible towards any third party making payment/ remittances on behalf of the Allottee and such third party shall not have any right in the

Premises in any way and the Promoter shall issue the payment receipts in favour of the Allottee only;

- 14.2. The roof top recreational zone and club house/fitness centre to be constructed on the top floor of the Building shall be for the exclusive use of all the residents/ purchasers / occupiers/ allottees/Existing Members of the Society of the flats/ units/ premises of the Real Estate Project and the same shall not be commercially exploited and shall not be used for any other purpose. The Allottee undertakes to comply with all the terms/conditions/ stipulations framed by the Promoter/Society with respect to the use of the roof top recreational zone and club house/fitness centre. The Allottee confirm/s and acknowledge/s that the Amenities shall be utilized by all the members of the Society;
- 14.3 The Allottee will not claim compensation from any competent authority or from the Promoter in respect of inadequate open space all around the Real Estate Project. The Allottee is aware and hereby confirms that he shall not object to the concessions availed by the Promoter for deficiency in open space nor will he object for any deficiency in neighbourhood development;
- 14.4 The Allottee is aware that the development of the Land is a layout development and that the layout RG shall be available to all the residents of the Land;
- 14.6 The Promoter shall be entitled to construct site offices/sales lounge on the Land and shall have the right to access the same at any time without any restriction whatsoever until the development of the Land and / or amalgamated lands has been completed in all respects and the full development potential has been utilised by the Promoter;
- 14.7 It is agreed between the parties that, if the Allottee intends to visit the under-construction project then it shall make a written request to the Promoter for a site visit and the Promoter if it so deems fit, shall within 7 (seven) working days from receipt of the request intimate the Allottee the date and time for such visit. The Allottee shall accordingly be entitled to site visit on the date and the time as intimated by the Promoter accompanied by site staff of the Promoter and the Allottee agrees to follow all the safety precautions during the site visit. It is further clarified that, no children below the age of 15 years shall be allowed to enter the site. The Allottee hereby undertakes not to hold the Promoter responsible for any loss or damage or harm incurred or suffered by the Allottee or any person accompanying the Allottee, due to negligence or wrongful acts or otherwise, during the site visit;
- 14.8 The Allottee is aware that the sample/show flat if any, constructed by the Promoter and all furniture, items, electronic goods, amenities, etc. provided therein are only for the purposes of show casing the premises, and the Promoter is not liable, required and / or obligated to provide any furniture, items, electronic goods, amenities etc. as displayed in the said sample/show flat, other than as expressly agreed by the Promoter under this Agreement;

- 14.9 The Allottee is aware that all natural materials including marble, granite, natural timber, etc. and the factory produced materials like tiles, paint etc., contain veins and grains with tonality differences and are also susceptible to inherent shade and colour variations. The Promoter represents that though it shall pre-select such natural and factory produced materials for installation/application in the Real Estate Project and the same is on a best endeavour basis, the Allottee shall not hold the Promoter liable for their non-conformity, natural dis-colouration, tonal differences or inconsistency at the time of installation/application;
- 14.10 The Allottee has satisfied himself with respect to the designs and materials for construction on the Land as intimated in the brochure / allotment letter;
- 14.11 The Allottee shall be permitted/ allowed to commence interior works in the Premises only upon obtaining the Occupation Certificate and after making all payments in pursuance of this transaction / as per this Agreement and after complying with the terms and conditions of this Agreement;
- 14.12 The Allottee hereby agrees and declares that he shall submit full-fledged drawings with all specifications before starting interior work of the Premises and approval/NOC shall be obtained from the Promoter/Society. The Allottee shall prior to commencing the interior works keep deposited as a security deposit, such amounts as may be intimated by the Promoter/Society at the relevant time for carrying out interior work in the Premises and to ensure that there is no damage to the exterior of the Premises or any damage to any part of the Real Estate Project, Amenities, etc. whatsoever ("**Fit Out Deposit**"). The Fit Out Deposit shall be forfeited in the event of non-compliance by the Allottee with any of the terms and conditions as stated herein and / or in the Promoter's NOC and / or any other documents and / or writings executed by and between the Parties hereto with respect thereto. The Promoter/Society shall be entitled to inspect all interior works carried out by the Allottee. In the event the Promoter/Society finds that the nature of interior work being executed by the Allottee is harmful to the Premises or to the structure, façade and/or elevation of the Building or any part thereof, the Promoter/Society can require the Allottee to stop such interior work and the Allottee shall stop such interior work at once, without raising any dispute and restore the Premises to its original condition at the Allottee's costs and expenses;
- 14.13 The Allottee agrees and confirms that the Sale Consideration is derived on the basis of the Allottee having agreed to pay the Sale Consideration as per the payment schedule more particularly specified in the **Sixth Schedule** hereunder written and having agreed to comply with the terms and conditions of this transaction (including as mentioned herein).
- 14.** Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Premises or the Real Estate Project or the Land and/or Building as may be constructed thereon, or any part thereof. The Allottee shall have no claim save and except in respect of the Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation

spaces, swimming pool, club house/fitness centre, internal access roads and all other areas and spaces and lands will remain the property of the Society save and except Promoter Premises of the Promoter as hereinbefore mentioned.

15. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement, it shall not mortgage or create a charge on the Premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Premises. Provided however, that nothing shall affect the already subsisting mortgage/charge created over the Premises in favour of the bank / financial institution more particularly mentioned in the **Fourth Schedule** hereunder written and hereinafter referred to as “**Mortgagee Bank/Financial Institution**”.

16. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, booking form, letter of acceptance, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Premises/Real Estate Project, as the case may be.

17. RIGHT TO AMEND

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

18. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALLOTTEES

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

19. SEVERABILITY

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

20. FURTHER ASSURANCES

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

21. WAIVER

No forbearance, indulgence or relaxation or inaction by either Party at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice the rights of such Party to require performance of that provision and any waiver or acquiescence by such Party of any breach of any of the provisions of these presents by the other Party shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

22. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter and Society through their authorized signatory at a place, which may be mutually agreed between the Promoter, Society and the Allottee, in Mumbai City, after the Agreement is duly executed by the Allottee, Society and the Promoter or simultaneously with the execution this Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai.

23. The Allottee and/or Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoter and Society through their duly Authorised Representative will attend such office and admit execution thereof. The Promoter and Society shall not be liable or responsible in any manner for delay or default in registration.

24. All notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Courier or Registered Post A.D /Under Certificate of Posting at their respective addresses / mentioned in the **Fourth Schedule** hereunder written.

It shall be the duty of the Allottee 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, as the case may be. The Allottee agrees and confirms that notices and other communications sent by an email to the Allottee shall be valid mode of service.

25. JOINT ALLOTTEES

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

26. STAMP DUTY AND REGISTRATION CHARGES

The charges towards stamp duty fees and registration charges of this Agreement and all out of pocket costs, charges and expenses on all documents for sale and/or transfer of the Premises shall be borne by the Promoter alone.

27. DISPUTE RESOLUTION

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

28. 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 in Mumbai City, and the Courts of Law in Mumbai will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

29. PERMANENT ACCOUNT NUMBERS

Details of the Permanent Account Numbers of the Promoter and Allottee are more particularly mentioned in the **Fourth Schedule** hereunder written.

30. CONSTRUCTION OF THIS AGREEMENT

31.1 Any reference to any statute or statutory provision shall include-

31.1.1 all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and

31.1.2 any amendment, modification, re-enactment, substitution or consolidation thereof (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment, substitution 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, substituted or consolidated) which the provision referred to has directly or indirectly replaced;

31.2 Any reference to the singular shall include the plural and vice-versa;

- 31.3 Any references to the masculine gender shall include the feminine gender and/or the neutral gender and vice-versa;
- 31.4 The Schedules and Annexes form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it;
- 31.5 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;
- 31.6 Each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;
- 31.7 References to a person (or to a word importing a person) shall be construed so as to include:
- 31.7.1 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); and
- 31.7.2 That person's successors in title and assigns or transferees permitted in accordance with the terms of this Agreement.

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

FIRST SCHEDULE HEREINABOVE REFERRED TO:
("Land")

Plot Nos.79 and 80 (part) bearing CTS No.853 now CTS No.853 (part) and CTS Nos. 853/15 to 853/22 admeasuring in aggregate 1494.98 sq. yards equivalent to 1250 sq. mtrs. of Town Planning Scheme III, Chembur, Mumbai Suburban District along with building No.7 constructed thereon admeasuring 512.20 sq. yards equivalent to 428.25 sq. mtrs situate at 2nd Road, Chembur East, Mumbai – 400 071.

THE SECOND SCHEDULE ABOVE REFERRED TO:
("Real Estate Project Amenities")

1. Elevators
2. Staircases and Lift Lobbies
3. Public Address system
4. Access control system
5. Common area lighting
6. Fire Chute
7. Common area fire sprinklers
8. Terrace – roof top recreational zone
9. Gymnasium

THE THIRD SCHEDULE ABOVE REFERRED TO:
("Fixtures, fittings and amenities within the Premises")

1. door– security system
2. Intercom facility
3. Electrical provision for air conditioning/air conditioning system
4. Flooring: Living, kitchen, dining, passage – vitrified tile flooring
5. Bedrooms: Vitrified tiles/ / laminated wooden flooring
6. Toilets Flooring: tiles flooring
7. Toilet Dado: /premium tiles
8. Doors: Front door veneered flush doors and other doors painted /laminated flush doors
9. Windows: Aluminium windows with performance glass
10. Bathroom fixtures and fittings: Branded sanitary ware of Villeroy & Boch / Kohler / Jaquar /American standard/Toto or equivalent makes and CP fittings of Grohe/ Kohler/ Jaquar or any equivalent make.
11. Walls: Gypsum finish with luster paints
12. Ceiling: Putty finish with acrylic emulsion paint.
13. Switches: Modular Switches

THE FOURTH SCHEDULE ABOVE REFERRED TO:
("Meaning of the Terms and Expressions defined in this Agreement")

<u>Sr. No.</u>	<u>Terms and Expressions</u>	<u>Meaning and Description</u>
1.	Name, address and email id of the Promoter	Name: Tattva & Mittal Corporation Pvt. Ltd. Address: Unit No.33, 3 rd Floor, Todi Building, Mathuradas Compound, Lower Parel (W), Mumbai – 400013. Email id: crm@tmglgroup.com
2.	Name, address and email id of the Allottee	Name: Seema Devendra Jain and Devendra Phoolchand Jain Address: Plot no 24, U/02, Road no.4, Near Geeta Vikas School, Mumbai-400043 Email id: devjain1981@gmail.com
3.	Wing	NA
4.	Real Estate Project	"[Amaltas Residency]"
	(a) RERA Certificate	Certificate bearing no. [P51800010534]
	(b) Floor Composition	(i) The Real Estate Project shall comprise of 2 Basement and Parking + Ground + 14 upper / habitable floors. (ii) Presently MCGM has approved construction of 14 Part upper habitable floors.
	(c) FSI Consumption	(i) FSI sanctioned till date is 2564.61 square meters (ii) Balance FSI proposed (not sanctioned) is 640.97 square meters (iii) Aggregate FSI (sanctioned + proposed) is 3205.58 square meters
5.	IOD	IOD dated 20.08.2021 bearing ref. no. CHE/ES/0547/M/337(NEW)337 amended from time to time.
6.	CC	CC dated 26.05.2016 and re-endorsed from time to time
7.	Premises	Flat bearing No. 503 on 5th floor of the Wing /Real Estate Project and admeasuring 94.20 square meters (carpet area) equivalent to 1014 square feet (carpet area) of the Real Estate Project known as " Amaltas Residency ".
8.	Sale Consideration for Premises	2,18,01,000/-
9.	Parking Space	1
10.	Price for Parking Space	NA
11.	Possession Date	30th September 2024
12.	Account	Tattva & Mittal Corporation Pvt. Ltd. Project A/c. No. [032305007061]

		Bank: [ICICI Bank] Account Type: [Escrow] IFSC Code: [ICIC0000323]
13.	Mortgagee Bank / Financial Institution	NA
14.	Nominee	
15.	PAN	(A) Promoter: AAFCT1136J (B) Allottee: (1)

THE FIFTH SCHEDULE ABOVE REFERRED TO
("Schedule / manner of payment of Sale Consideration by the Allottee to the Promoter")

Particulars	Payment Due (% of AV)
On or Before Registration	95%
On Possession	5%
Total	100%

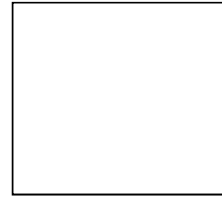
THE SIXTH SCHEDULE ABOVE REFERRED TO:
("Being the list of the "Other Charges" to be paid by the Allottee in accordance with clause 7.13 of this Agreement")

PART A		
<u>Sr. No.</u>	<u>Particulars</u>	<u>Amounts</u>
1.	Legal Charges	Rs. 0/-
2.	Charges towards installation of Electric Meter, Water Meter, charges	Rs. 0/-
3.	Maintenance Outgoings / Charges (excluding all and any Taxes.)	Rs. 0/-
	Total	Rs. 0/-
PART B		
<u>Sr. No.</u>	<u>Particulars</u>	<u>Amounts</u>
1.	Share Application and Entrance Fees of the said Society	Rs. 0/-
2.	Corpus Fund	NA
3.	Proportionate Share of Municipal Taxes and Outgoings	As determined at the time of possession
4.	Advance Deposit of Municipal Taxes and Outgoings	As determined at the time of possession

Photo

Left Hand
Thumb Impression

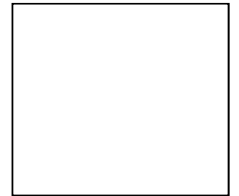
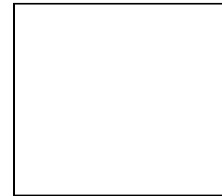
SIGNED AND DELIVERED BY)
the within named Promoter)
Tattva & Mittal Corporation)
Private Limited)
By the hands of its Director /)
Authorized Signatory)
_____)
in the presence of)



Signature:
Name:

Signature:
Name:

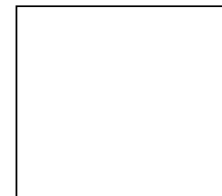
SIGNED SEALED AND DELIVERED)
by the within named **Society**)
The Vishranti Co-operative Housing)
Society Limited)
by its Constituted Attorney)
Tattva & Mittal Corporation)
Private Limited)
By the hands of its Director /)
Authorized Signatory)
in the presence of...)



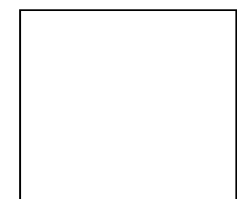
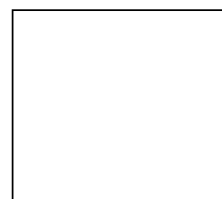
Signature:
Name:

Signature:
Name:

SIGNED AND DELIVERED BY)
the within named Allottee)
)



in the presence of)
)



Signature:
Name:

Name:
Signature:

R E C E I P T

RECEIVED from Seema Devendra Jain and Devendra Phoolchand Jain
The Allottee herein an aggregate sum 31,00,000/- of being the amount to be paid
by the Allottee to the Promoter towards the Sale Consideration in accordance with
the Fifth Schedule as per the details mentioned below:

Witness:

Signature:

Name:

For Tattva & Mittal Corporation Pvt. Ltd.

Signature:

Name:

(Promoter)

ANNEXURE 1

PLAN OF THE SAID LAND BEARING CTS NOS. OF VILLAGE
ANNEXURE 2

(TITLE CERTIFICATE)
ANNEXURE 3

(Property Register Cards)
ANNEXURE 4

(RERA Certificate)
ANNEXURE 5

(INTIMATION OF DISAPPROVAL)
ANNEXURE 6

(COMMENCEMENT CERTIFICATE)
ANNEXURE 7

(BUILDING PLAN OF THE REAL ESTATE PROJECT ON PLOT BEARING
CTS NOS _____ OF VILLAGE _____
ANNEXURE 8

(LAYOUT PLAN OF PLOT BEARING CTS NOS OF VILLAGE)
ANNEXURE 9

(FLOOR PLAN ON WHICH PREMISES ARE SITUATED)

DATED THIS ____ DAY OF _____ 201__

BETWEEN

TATTVA & MITTAL CORPORATION PRIVATE LIMITED

... Promoter

AND

VISHRANTI CO-OPERATIVE HOUSING SOCIETY LIMITED

... Society

... Allottee

AGREEMENT FOR SALE