

AGREEMENT FOR SALE

THIS AGREEMENT is made at Mumbai this ____ day of _____, 2022

BETWEEN

KANAKIA FUTURE REALTY PRIVATE LIMITED (comprising of Real Estate Undertaking of Kanakia Spaces Realty Pvt Ltd demerged under Demerger Order dated 16th July, 2021) a company incorporated under the provisions of the Companies Act, 1956 and deemed existing under the Companies Act, 2013 having its registered office at Kanakia Future City, Residential Building No. 2, CTS No. 101, Village Tirandaz, Powai, Mumbai – 400 076, 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

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

WHEREAS:

- A. The Promoter is the developer of and has acquired valid binding and subsisting development rights with respect to all that piece and parcel of land admeasuring in the aggregate approximately 7,215 square meters bearing New C.T.S. No.101/1(part) and which is more particularly described in **Part A of the First Schedule** hereunder written and is hatched in **blue** colour boundary line on the plan annexed and marked as **Annexure "1A"** hereto ("**the Phase 1 Land**"). The Phase 1 Land is owned by Skyline Mansions Private Limited, an existing company under the Companies Act, 2013 having its registered office at Skyline 101, Near Ayyappa Temple, Behind Hiranandani Hospital, I.I.T., Powai, Mumbai 400 076 ("**SMPL**").
- B. The Promoter is the owner of and is seized and possessed of and is otherwise well and sufficiently entitled to all that piece and parcel of land admeasuring in the aggregate approximately 25,887 square meters bearing New C.T.S. No.101/1(part) and which is more particularly described in the **Part B of the First Schedule** hereunder written and is hatched in **yellow** colour on the plan annexed and marked as **Annexure "1A"** hereto ("**the Phase 2 Land**").
- C. The Phase 1 Land and Phase 2 Land collectively admeasure in the aggregate approximately 33,102 square metres and are hereinafter collectively referred to as "**the Larger Land**" and are collectively described in **Part C of the First Schedule** hereunder written.
- D. The Larger Land forms part of land collectively admeasuring approximately 58,516 square metres and shown delineated in a **red** colour boundary line on the plan annexed and marked as **Annexure "1A"** hereto and described more particularly in **Part D of the First Schedule** hereunder written and hereinafter referred to as "**the Residential Zone Land**". The Residential Zone Land forms part of a composite layout of land admeasuring approximately 1,03,292.036 square metres as per title deeds and 7/12 extracts and approximately 94,206.87 square metres as per P.R. Cards and shown delineated in a **green** colour boundary line on the plan annexed and marked as **Annexure "1A"** hereto and described more particularly in **Part E of the First Schedule** hereunder written
- E. The Promoter is presently undertaking the composite development of the Larger Land.

- F. The details pertaining to the title of the Promoter to the Larger Land, the pertinent approvals and permissions issued in respect of the Larger Land, litigation proceedings in respect of the Larger Land, covenants (if any) affecting the Larger Land, impediments (if any) attached to the Larger Land, encroachments (if any) on the Larger Land, permissions to be obtained which affects the Promoter's title to the Larger Land, and mortgages/charges on the Larger Land (if any), are elucidated in the Report on Title dated 22nd April, 2016 and the Report on Title dated 19th September, 2018, both issued by M/s. Wadia Ghandy & Co., Advocates, Solicitors & Notary, copies whereof are annexed and marked as **Annexure "2"** hereto ("**Title Certificates**").
- G. The balance portion of the Residential Zone Land (i.e. excluding the Larger Land) admeasures 25,414.11 square metres and is shown shaded in gray colour on the plan annexed and marked at **Annexure "1A"** hereto and is described in the **Second Schedule** hereunder written and is hereinafter referred to as "**the Phase 3 Land**". The Phase 3 Land is owned by SMPL and M/s. Skyline Great Hills, a partnership firm registered under the provisions of the Indian Partnership Act, 1932 and having its place of business at Skyline Sparkle, Opposite WMI Crane, Subhash Road, Near Nahur Railway Station, Bhandup, Mumbai 400078 ("**SGH**"). The Phase 3 Land is proposed to be developed by the Promoter in a composite fashion together with the Larger Land at some time in future. The Promoter has presently contemplated to develop the the Phase 3 Land and shall be entitled to / required to club / amalgamate the Larger Land (or part thereof) with the Phase 3 Land, in a phase wise manner as it may deem fit over time. The proposed schemes of development as attached in **Annexes "1B to 1EE"**, disclose the sanctioned / proposed designated uses of the buildings / structures / towers / wings and is based on the current Approved Layout for the Larger Land and the Conceptual Layout for the development of the Larger Land/the Phase 3 Land. It is clarified that upon acquisition of development/ownership rights by the Promoter with respect to the Phase 3 Land, the term "**Larger Land**" shall mean and include the Phase 3 Land. The Larger Land could be finally developed by the Promoter at its sole discretion in terms of any of the plans as proposed in **Annexes "1B to 1EE"**, (or any combination/s of such plans) or in such other manner as may be possible under the relevant DCR, 1991, DCPR, 2034 and/or applicable laws. The Promoter is entitled to develop the Larger Land and the Phase 3 Land by consuming maximum FSI as more particularly set out in this Agreement and by constructing buildings thereon, as mentioned in this Agreement. It is clarified that in the event the Promoter is not able to / does not develop the Phase 3 Land, for any reason whatsoever, then, SMPL

and SGH (collectively "**the Skyline Group**") shall be entitled to develop the Phase 3 Land by consuming maximum FSI available thereon and by constructing buildings thereon, as permissible.

H. The Promoter is undertaking the development of the Larger Land and the Phase 3 Land ("**the Whole Project**") in a phase-wise manner as mentioned at Recital I below.

I. The principal and material aspects of the development of the Whole Project as disclosed by the Promoter are briefly stated below-

- (i) The Whole Project shall be developed in a phase-wise manner.
- (ii) The Promoter proposes to utilize a total FSI of 1,62,963 square metres on gross plot area of the Larger Land and the Phase 3 Land plus compensatory fungible FSI aggregating up to 2,20,000 square meters plus the parking area/s and the amenities ("**Full Development Potential**") in the course of the phase wise development of the Whole Project. During the course of the Promoter's utilization of the Full Development Potential, the Promoter and Skyline Group may mutually agree that, the Promoter shall consume and utilize FSI and development potential as aforesaid on any parts/portions of the Larger Land / Phase 3 Land.
- (iii) The proposed development of the Larger Land as presently envisaged by the Promoter has been disclosed to the Allottee/s in the plans annexed at **Annexes "1B to 1EE"**, hereto which detail multiple options available to the Promoter. Each of the plans and models at **Annexes "1B to 1EE"**, clarify *inter-alia* (a) the location of the various buildings / structures / towers / wings on the Larger Land, (b) the proposed maximum upper floors of the various buildings / structures / towers / wings on the Larger Land, (c) the Real Estate Project (defined below), (e) the Other Project Component (defined below), (d) the Whole Project Amenities (defined below).
- (iv) The Allottee/s has/have also perused copies of the amended layout approval dated 14th February, 2019 bearing reference no. CE/165/BPES/LOS ("**Approved Layout**") issued by Municipal Corporation of Greater Mumbai ("**MCGM**"), which is annexed to this Agreement as **Annexure "3"**.

- (v) The conceptual layout models annexed as **Annexes “1B to 1EE”**, hereto disclose *inter-alia*:
 - (a) The Real Estate Project (defined below);
 - (b) Apart from the Real Estate Project, the Promoter proposes to develop in one or more phases, maximum 11 (eleven) other buildings / structures / towers / wings (of residential, non-residential and/or other mixed users) along with its/their common areas, facilities and amenities in the Whole Project and upon the Larger Land (“**Other Project Component**”) and the portion of the Larger Land upon which the Other Project Component shall be developed shall be as disclosed in the conceptual layout models annexed as **Annexes “1B to 1EE”**, hereto and/or such by way of combination of any such plans and/or in such other manner as the Promoter may deem fit.
 - (c) As mentioned above, the Promoter proposes to acquire rights with respect to the Phase 3 Land and to develop the same together with the Larger Land as a composite layout and shall be entitled to / required to club / amalgamate the Larger Land (or part thereof) with the Phase 3 Land as a common integrated layout with the Larger Land (or part thereof) or otherwise, in a phase wise manner.
- (vi) The Promoter may develop in one or more phases residential / non-residential buildings / structures / towers / wings or retail / commercial units / shops / offices in the Other Project Component on the Larger Land and the Phase 3 Land in such manner as the Promoter may in its sole discretion deem fit. Such buildings may be for exclusively non-residential users or may be mixed user buildings with residential and non-residential users. Further, such buildings may have non-residential users in the podium levels and have residential apartments in the upper floors.
- (vii) The Promoter shall be entitled to designate any spaces/areas in the Real Estate Project, the Other Project Component of the Whole Project (including on the terrace and basement levels thereof) 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 other allottees in the Whole 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. in the Whole Project.

- (viii) The proposed conceptual plans are marked as **Annexes “1B to 1EE”**, hereto, also detail the various internal roads within the layout. The Promoter shall be entitled to relocate, modify and/or substitute any of the internal roads within the layout to any other location, orientation and direction, as may be required by the Promoter from time to time and/or as may be necessitated by applicable law, including the DCR, 1991 / DCPR, 2034.
- (ix) The name of the Other Project Component and any branding / designation of the entire development of the Larger Land / Whole Project shall be as decided by the Promoter from time to time.
- (x) The nature of development of the Larger Land will be phase wise and would constitute a mixture of users as may be permissible under applicable law from time to time.
- (xi) The scheme and scale of development proposed to be carried out by the Promoter on the Larger Land shall be in accordance with applicable law as amended from time to time.
- (xii) The Promoter shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Promoter is permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoter may in its sole discretion deem fit on the Larger Land and on the façade, terrace, compound wall or other part of the buildings / towers / wings as may be developed from time to time. The Promoter shall also be entitled to place, select, decide hoarding/board sites.
- (xiii) The Promoter shall be entitled to confer title of particular tower/wing to such Other Societies, as mentioned at Clause 10.2 below.
- (xiv) The details of formation of the Apex Body, and, conferment of title

upon the Apex Body with respect to a portion of the Larger Land and the Whole Project Amenities (defined below) and, is more particularly mentioned at Clause 10.3 below.

- (xv) The statutory approvals may require the Promoter to hand over certain stipulated percentage of the Larger Land to the concerned authorities or develop the same as public amenity. The Promoter shall determine and identify the portion and location of the Larger Land to be handed over for complying with the terms and conditions of statutory approvals. The portion of the Larger Land left over after handing over the stipulated percentage if any, to the MCGM or statutory authority, set back land, reservations would be available for transfer to the Apex Body as mentioned at Clause 10.4 below.
- (xvi) The Promoter would be entitled to aggregate any contiguous land parcel including the Phase 3 Land with the development of the Larger Land, as provided under the Provision to Rule 4(4) of the RERA Rules (defined below).
- (xvii) The Promoter is entitled to amend, modify and/or substitute the proposed future and further development of the Larger Land ("**Proposed Future and Further Development of the Larger Land**"), in full or in part, as may be required by the applicable law from time to time.

J. The development of the Whole Project earlier known as '**KANAKIA FUTURE CITY**' shall now known as '**KANAKIA - SILICON VALLEY**' *inter alia*, shall comprise of maximum 12 (twelve) Towers, out of which Towers A, B,C,D and E are presently being developed by the Promoter and further Towers / buildings / structures / wings may be developed by the Promoter in a phase-wise manner in future as it may deem fit and as disclosed in this Agreement. The Promoter has proposed to register each Tower separately as a "real estate project" and accordingly Tower F has been registered as a 'real estate project' known as '**KANAKIA Silicon Valley F**' ("**the Real Estate Project**") with the Maharashtra 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**") at No.

..... The copy of the RERA Registration Certificate is annexed as **Annexure “7”** herein.

K. By and under a Scheme of Arrangement filed before the National Company Law Tribunal, Mumbai Bench, Kanakia Spaces Realty Pvt Ltd (“KSRPL”), provides that with effect from the appointed date being 1st January, 2020 (“Appointed Date”), all the assets and properties comprised in the real estate undertaking i.e. the whole project herein of KSRPL of whatever nature and wheresoever situated, shall, in accordance with Sections 230 to 232 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013 (collectively “the Act”) without any further act or deed, be and stand transferred to and vested in the transferee company i.e. Kanakia Future Realty Pvt Ltd (“KFRPL”) as a going concern so as to become the assets and properties of the KFRPL. Further, upon the coming into effect of this scheme and with effect from the Appointed Date, all liabilities relating to and comprised in the real estate undertaking i.e. the whole project including the present Real Estate Project of KSRPL, including all secured and unsecured debts (whether in Indian rupees or foreign currency), Sundry Creditors, liabilities, (including contingent liabilities), duties and obligations and undertakings related to KSRPL, along with any charge, encumbrance, lien or security thereon, shall be vested in and transferred to KFRPL.

L. With effect from the Appointed Date and upon the Scheme becoming effective, all the development rights, statutory licenses, permissions, approvals and/or consents to carry on the operations and business of KSRPL stood vested in and transferred to KFRPL without any further act, instrument or deed and was appropriately mutated by the statutory authorities concerned in favour of KFRPL. The benefit of all the statutory and regulatory permissions, registrations or other licenses and consents stood vested in and became available to KFRPL pursuant to the Scheme.

M. The Hon’ble National Company Law Tribunal, Mumbai Bench vide its Order dated 16th July, 2021 approved the Scheme without any modification, with effect from the Appointed Date (“said Order”). KSRPL applied for the authenticated copy of the said Order on 16th July, 2021 and filed the same with the Registrar of Companies on 10th August, 2021

N. The Hon’ble Real Estate Regulatory Authority, further by and under Order dated 27th December, 2021, permitted KFRPL as a new promoter of the Real

Estate Project and name of the promoter of the Real Estate Project was permitted to be changed into KFRPL.

O. 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/her/their/its Advocates and Planning and Architectural Consultants. The Allottee has agreed and consented to the development of the Project. The Allottee has also examined all the 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.

P. The principal and material aspects of the Real Estate Project as registered with the Authority, are briefly stated below,-

(i) Tower F constitutes the Real Estate Project in accordance with the provisions of RERA and the RERA Rules. The Real Estate Project is being constructed and developed upon a portion of the Larger Land and more particularly described in the **Part C of the First Schedule** hereunder written.

(ii) The construction and development of the Real Estate Project is presently sanctioned in the manner stated *inter-alia* in the IOD and CC (both defined below), which shall be amended, modified, revised, varied, changed from time to time. Without prejudice to its right to amend, modify, revise, vary and change the aspects of the Real Estate Project, the Promoter may construct and develop the Real Estate Project in the manner disclosed in **Part A of the Third Schedule** hereunder written.

(iii) The Real Estate Project is proposed to *inter alia* comprise of apartments, flat/s, premises;

(iv) The details of FSI as sanctioned till date for consumption in the construction and development of the Real Estate Project and the further FSI that the Promoter proposes to eventually consume and the aggregate FSI to be utilized in the construction and development of the Real Estate Project are more particularly set out in **Part B of the Third Schedule** hereunder written.

- (v) The Promoter shall provide certain identified internal amenities in the said Premises a list whereof is more particularly set out in the **Fourth Schedule** hereunder written along with the specifications thereof ("**Internal Amenities**").

- (vi) The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee/s and other allottee/s within the Real Estate Project on a non-exclusive basis ("**Real Estate Project Amenities**") in the Real Estate Project are listed in the **Fifth Schedule** hereunder written.

- (vii) The common areas, facilities and amenities that may be provided by the Promoter in the Whole Project and in the Proposed Future and Further Development of the Larger Land and including the recreation ground area as per the DCR that may be usable by the Allottee/s in common with other allottees in the Whole Project (including other allottees in the Real Estate Project and the Proposed Future and Further Development of the Larger Land) on a non-exclusive basis are listed in **Part A of the Sixth Schedule** hereunder written ("**Whole Project Amenities**"). The Promoter shall be entitled to locate / relocate / shift / amend / modify / substitute any of the Whole Project Amenities as may be desired by the Promoter from time to time. The Promoter shall be entitled to locate, relocate or shift or amend or modify the size, design, configuration, specifications and/or number of club houses to be provided by the Promoter in the Whole Project. The amenities as listed in **Part A of the Sixth Schedule** hereunder written (being the Whole Project Amenities) are nomenclated as such by the Promoter for identification purposes only and no other meaning/interpretation/construction shall be construed thereof and/or applied thereto. Such nomenclature are suggested by the design architects of the Promoter to enable the Allottee/s to imagine the nature of such amenities which the Promoter intends to offer in the Whole Project. The words and nomenclature used for any of the Whole Project Amenities shall not be read / construed / interpreted in any manner whatsoever or howsoever as any representation/s or assurance/s accorded by the Promoter to the Allottee/s. The images / brochures as provided by the Promoter and/or its representatives to the Allottee/s of such Whole Project Amenities are only for the purpose of providing an imaginary view of such amenities to the

Allottee/s, and the same shall not in any circumstances be construed or interpreted in any manner as representation/s or assurance/s accorded by the Promoter to the Allottee/s.

(viii) From and out of the Whole Project Amenities, the amenities that may be ready for use by the Completion Date (defined hereinbelow), are listed in **Part B of the Sixth Schedule** hereunder written, subject to what is stated in this Agreement. It is clarified that all other Whole Project Amenities i.e. the Whole Project Amenities listed in **Part A of the Sixth Schedule** and not listed in **Part B of the Sixth Schedule**, shall be ready for use at a later date as may be decided by the Promoter having regard to various factors including the further development being undertaken in the Whole Project.

(ix) It is clarified that at the time of undertaking development of the Phase 3 Land, the Promoter shall be entitled to provide any common areas, facilities and amenities within the Phase 3 Land at such locations shown hatched in grey colour and marked as 'Proposed Amenities' in the conceptual layout models annexed as **Annexes "1B to 1EE"**, hereto in the manner the Promoter may deem fit and proper and such common areas, facilities and amenities may be utilizable only by the allottee/s of units on the Phase 3 Land and/or by other allottee/s in the Whole Project, as the Promoter may eventually decide and deem fit ("**Proposed Amenities on the Phase 3 Land**"). As and when such Proposed Amenities on the Phase 3 Land are provided and made available for utilization, the term "**Whole Project Amenities**" shall mean and include such Proposed Amenities on the Phase 3 Land.

(x) The Allottee/s has been explained and is aware that the location of any of the Whole Project Amenities (including the club house) and/or of any structures to be comprised in the Other Project Component may be changed, modified, amended and/or substituted from time to time by the Promoter as it may deem fit and proper including having regard to planning requirements, constraints and exigencies.

(xi) The Promoter shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Promoter is permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoter may in its sole discretion deem fit 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.

(xii) The Promoter shall be entitled to designate any spaces/areas, including on the terrace levels of the Real Estate Project and in the basement levels of the Whole Project, for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the Allottee/s and other allottees of apartments/flats in the Real Estate Project and/or other allottees in the Whole 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 at such location(s) as the Promoter deems fit and the Allottee/s shall not challenge the same in any manner whatsoever.

(xiii) The details of formation of the Society (defined below) and, conferment of title upon the Society (defined below) with respect the Real Estate Project are more particularly specified in Clause 10.1 and Clause 10.2 below.

(xiv) A copy of the Intimation of Disapproval (“**IOD**”) No. CE/1193/BPES/AS dated 1st December, 2008 as amended on 7th May, 2016, 23rd March, 2017, 30th November, 2017, 20th February, 2018, 26th February, 2019 and 18th September, 2019, 13th January, 2020, 23rd July, 2021 and 27th October, 2021 and last re-endorsed on 29th July, 2022 and Commencement Certificate (“**CC**”) issued by the MCGM on 1st February, 2011, 25th February, 2020, 28th December, 2020, 14th February, 2022 and last re-endorsed on 30th March, 2022, are hereto annexed and marked as **Annexure “4”**.

Q. The Allottee/s is/are desirous of purchasing a residential unit more particularly described in the **Seventh Schedule** hereunder written in the Real Estate Project (hereinafter referred to as the “**said Premises**”). The authenticated copy of the plan of the said Premises, is annexed and marked as **Annexure “5”** hereto.

R. The Promoter has entered into a prescribed agreement with an Architect, registered with the council of Architects and also appointed **Structural**

Engineers for preparing structural designs, drawings and specifications of the Real Estate Project and the Allottee/s accept(s) the professional supervision of the said Architect and the said Structural Engineers (or any replacements / substitutes thereof) till completion of the Real Estate Project.

S. The Promoter has the right to sell the said Premises in the Real Estate Project to be constructed by the Promoter, and, to enter into this Agreement with the Allottee/s of the said Premises to receive the sale price in respect thereof.

T. The Allottee/s has/have demanded inspection/information from the Promoter and the Promoter has granted inspection of the following documents and information to the Allottee/s and/or the Allottee/s's Advocates/consultants:

(i) All title documents by which the Promoter has acquired right, title and interest to develop the Larger Land;

(ii) All the approvals and sanctions of all relevant authorities for the development of the Larger Land, Real Estate Project and the Whole Project including layout plans, building plans, floor plan, change of user permissions, IODs, CCs, Traffic NOC, MOEF EC NOC etc. and such other documents as required under Section 11 of RERA;

(iii) All the documents mentioned in the Recitals hereinabove;

(iv) Title Certificates;

(v) Authenticated copies of the Property Register Cards for C.T.S. No. 101/1 of Village Tirandaz, Taluka Kurla, Mumbai Suburban District, which is annexed and marked as Annexure "6" hereto.

U. While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Real Estate Project and upon due observance and performance of which only, the Occupation Certificate and Building Completion Certificate in respect of the Real Estate Project shall be granted by the competent authority.

- V. 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.
- W. Prior to execution of this Agreement, the Allottee/s has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises, made enquiries thereon and is satisfied with respect to, (i) the title of the Promoter to develop the Real Estate Project, the Whole Project and the Larger Land, 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 Real Estate Project, the Whole Project and the Larger Land and construct the Real Estate Project under various provisions of the Development Control Regulations for Greater Mumbai, 1991 ("DCR, 1991"), the Development Control and Promotion Regulations for Greater Mumbai, 2034 ("DCPR, 2034") and applicable law and sell the premises therein. The Allottee/s hereby undertake(s) not to hereafter raise any objection and/or make any requisitions with respect to the title of the Promoter to the Larger Land. The Allottee/s undertake(s) that he/she/it/they has/have verified with his/her/its/their financial advisor and confirm that the Allottee/s has/have the financial capability to consummate the transaction.
- X. The carpet area of the said premises is defined under Seventh Schedule hereunder written and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.
- Y. 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.
- Z. The Promoter has agreed to sell to the Allottee/s and the Allottee/s has/have agreed to purchase and acquire from the Promoter, the said Premises, at or for the price more particularly described in the **Seventh Schedule** hereunder written and upon the terms and conditions mentioned in this Agreement. Prior to the execution of these presents, the Allottee/s has/have paid to the

Promoter part payment of the Sale Price (defined below) as more particularly described in the **Seventh Schedule** hereunder written and agreed for the said Premises to be sold by the Promoter to the Allottee/s as advance payment and part of the Earnest Money (defined below) (the payment and receipt whereof the Promoter both hereby admits and acknowledges).

AA. Under Section 13 of the RERA, the Promoter is required to execute a written agreement for sale of the said Premises with the Allottee/s i.e. this Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908.

BB. In accordance with and subject to the terms and conditions set out in this Agreement, the Promoter hereby agrees to sell and the Allottee/s hereby agree(s) to purchase and acquire, the said Premises.

CC. This Agreement shall be subject to the provisions of RERA, RERA Rules and all other Rules, Regulations, Office Orders, Circulars, Notifications and Rulings made thereunder and/or by the Authority/Appellate Tribunal from time to time.

DD. The list of Annexures attached to this Agreement are stated hereinbelow:

Annexure	Particulars
Annexure "1A"	Copy of the Plan of the Residential Zone Land
Annexes "1B" to "1EE"	Copies of the conceptual layout plans depicting proposed development that may be undertaken by the Promoter on the Larger Land and Phase 3 Land
Annexure "2"	Copy of the Title Certificates
Annexure "3"	Copy of the Approved Layout
Annexure "4"	Copies of the IOD and CC
Annexure "5"	Copy of the Plan of the said Premises
Annexure "6"	Copy of the Property Register Card for New C.T.S. No.101/1
Annexure "7"	Copy of RERA Registration Certificate
Annexure "8"	Copy of release of charge

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

1. INTERPRETATION

The aforesaid Recitals and the Schedules and Annexures hereto shall form an integral and operative part of this Agreement.

2. The Promoter shall construct the Real Estate Project in accordance with the plans, designs and specifications as referred hereinabove including at Recitals I and K, and as approved by the MCGM from time to time.

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

3. PURCHASE OF THE SAID PREMISES AND SALE PRICE

- 3.1 The Allottee/s hereby agree(s) to purchase and acquire from the Promoter, and the Promoter hereby agree(s) to sell to the Allottee/s, the said Premises with carpet area as per RERA as more particularly described in the **Seventh Schedule** hereunder written and as shown in the floor plan annexed and marked **Annexure "5"** hereto, at and for the Sale Price (as defined below) more particularly mentioned in the **Seventh Schedule** hereunder written.

- 3.2 The Promoter shall allot to the Allottee/s absolutely free of any consideration, cost, charge and/or fee, car parking space/s being constructed on the basement / podium / stilt in the Whole Project. The exact location and identification of such car parking space/s will be finalized by the Promoter only upon completion of the Real Estate Project in all respects. The car parking space/s shall be for the Allottee/s only.

- 3.3 The Sale Price for the said Premises is mentioned in the **Seventh Schedule** hereunder written ("**the Sale Price**"). It is expressly agreed between the Parties that for the purpose of this Agreement, 10% the Sale Price is Advance Payment.

- 3.4 The Allottee/s has/have paid before execution of this Agreement, part payment of the Sale Price of the said Premises as more particularly described in the **Seventh Schedule** hereunder written and hereby agree(s) to pay to the

Promoter the balance amount of the Sale Price in the manner and payment instalments as mutually agreed and more particularly mentioned in the ~~PART~~ **★/ PART B of Eighth Schedule** hereunder written.

- 3.5** In addition to the Sale Price and the charges and amounts as mentioned in the **Ninth Schedule** and **Tenth Schedule** hereunder written, the Allottee/s shall also bear and pay all the indirect taxes including consisting of tax paid or payable by way of GST, Service Tax, Value Added Tax 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 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 GST, Service Tax, Value Added Tax 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 said Premises, shall be borne and paid by the Allottee/s alone and the Promoter shall not be liable to bear or pay the same or any part thereof. In the event of any change in law or tax rate post signing of the contract/agreement to sale, including the introduction of new levy under any law for the time being in force or restriction of input tax credit of GST, resulting in cost escalation.
- 3.6** The Sale Price 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/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification / order / rule / regulation / demand, published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.
- 3.7** The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s 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 3% (three per cent). The total Sale Price payable on the basis of the carpet area of the said

Premises, shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit of 3%, then, the Promoter shall refund the excess money paid by the Allottee/s within 45 (forty-five) days with annual interest at the rate specified in the RERA Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to the Allottee/s, the Promoter shall demand additional amount from the Allottee/s towards the Sale Price, which shall be payable by the Allottee/s prior to taking possession of the said Premises. It is clarified that the payments to be made by the Promoter/Allottee, as the case may be, under this Clause 3.7, shall be made at the same rate per square meter as agreed in Clause 3.1 above.

- 3.8** The Allottee/s authorize(s) the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoter may in its sole discretion deem fit and the Allottee/s undertake(s) not to object/demand/direct the Promoter to adjust his/her/their payments in any manner.
- 3.9** The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ ____ % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 3.10** On a written demand being made by the Promoter upon the Allottee/s with respect to a payment amount (whether the Sale Price or any other amount payable in terms of this Agreement), the Allottee/s shall pay such amount to the Promoter, within 10 (Ten) days of the Promoter's said written demand, without any delay, demur or default.
- 3.11** The Sale Price is only in respect of the said Premises. The Promoter has neither charged nor recovered any price, fee, compensation and/or consideration for the said car parking space/s.
- 3.12** The Allottee shall deduct tax at source ("TDS") from each instalment of the Sale Price as required under the Income-tax Act, 1961. The Allottee shall cause the TDS Certificate to be issued in accordance with the Income Tax Act, 1961 at the earliest. In the event of any loss of tax credit to the Promoter

due to the Allottee/s's failure to furnish such TDS Certificates from time to time, then, such loss shall be recovered by the Promoter from the Allottee/s.

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

The Allottee/s agree(s), declare(s) and confirm(s) that,-

4.1 Approvals:

4.1.1 The Allottee/s has/have an opportunity to verify the approvals and permissions issued in respect of the development of the Real Estate Project, the Whole Project and the Larger Land.

4.1.2 The Allottee/s has/have an opportunity to verify the drawings, plans and specifications in respect of the Real Estate Project, the layout thereof, the layout of the Whole Project, IOD, CC, building plans, floor plans, designs and specifications, common areas, facilities and amenities (including as mentioned in the **Fourth and Fifth Schedule** hereunder written).

4.1.3 The Allottee/s has/have been informed with respect to the Internal Amenities to be provided in the said Premises, as listed in the **Fourth Schedule** hereunder written.

4.1.4 At present, the Promoter estimates that the full and maximal development potential of the Whole Project, Larger Land and the Phase 3 Land as mentioned at Recitals I and K above may permit utilisation of the Full Development Potential on the Larger Land. The aforesaid development potential may increase during the course of development of the Whole Project, and the Promoter shall be entitled to all such increments and accretions as mentioned in this Agreement.

4.1.5 The Promoter currently envisages that the Whole Project Amenities shall be provided in the layout of the Whole Project and the Larger Land (and the Phase 3 Land as mentioned at Recital K above). Whilst undertaking the development of the Whole Project and the Larger Land to its full and maximal potential as mentioned at Recitals I and K above, there may be certain minor additions/modifications to the Whole Project Amenities and/or relocations / realignments / re-

designations / changes and the Allottee hereby acknowledges and agrees to the same.

4.1.6 As mentioned at Recital R above, the Allottee/s has/have been allowed procure his/her/it's/their independent due diligence and search in respect of the development of the Real Estate Project and the Whole Project being undertaken by the Promoter and pursuant thereto, find no inconsistency in the development/construction of the Real Estate Project, the Whole Project and the Larger Land, and also in compliance of applicable laws including but not limited to the DCR.

4.1.7 The Allottee/s has been explained and is aware that view from the said Premises in terms of lake, cityscape, etc. may get affected in nature and from selected apartments only and is subject to change due to planning requirements, constraints, exigencies, approvals from concerned authorities and/ or future Development by the Promoters and / or any other Developers.

4.2 Construction & Finishing:

4.2.1 In spite of all the necessary steps and precautions taken while designing and constructing the Real Estate Project, the concrete slabs / beams may deflect due to self-weight, imposed load, creep and/or shrinkage phenomena (the inherent properties of concrete), for years after construction. Further, the Allottee/s may come across cracks in finishes, flooring, ceiling, slab gypsum etc. as a result of such slab/beam deflection and also caused due to any renovation and /or alterations etc. carried out by the Allottee/s and any other allottee/s/occupants of the other apartments/flats in the Real Estate Project. The Allottee/s agree(s) and covenant(s) not to hold the Promoter liable and/or responsible for any such defects arising out of inherent properties of concrete and/or caused due to any renovations and/or alterations etc. carried out by the Allottee/s and any other allottee/s/occupants of the Real Estate Project and the Allottee/s shall not raise any claim(s) against the Promoter in this regard.

4.2.2 All materials including marble, granite, timber etc., contain veins and grains with tonality differences and though the Promoter shall pre-select such natural materials for installation in the Real Estate Project, their non-conformity, natural discolouration or tonal differences at the time of installation is unavoidable.

4.3 Rights and Entitlements of the Promoter & Nature of Development of the Larger Land:

The Allottee/s agree(s), accept(s) and confirm(s) that the Promoter is entitled to the rights and entitlements in this Agreement including as stated in this Clause 4.1 in accordance with what is stated at Recitals I and K hereinabove:-

4.3.1 The Larger Land is being developed in a phase-wise manner by constructing and developing multiple buildings/ towers / wings / structures thereon including the Real Estate Project, Other Project Component and the common areas, facilities and amenities disclosed herein for residential and other mixed users as may be permissible, in the manner more particularly detailed at Recitals I and K hereinabove. The Promoter shall be entitled to develop the Larger Land as the Promoter deems fit in accordance with the approvals and permissions as may be issued from time to time and this Agreement and the Allottee/s has/have agreed to purchase the said Premises based on the unfettered rights of the Promoter in this regard.

4.3.2 The Promoter shall be exclusively entitled to utilise, exploit and consume the Full Development Potential (including by way of FSI and TDR nomenclatured in any manner including additional / incentive / special / premium / fungible / compensatory FSI), as well as any further / future development potential capable of being utilised on the Larger Land and/or the Phase 3 Land and/or any part thereof, as the case may be, (including FSI/TDR nomenclatured in any manner and purchased TDR), whether balance or increased, at present or in future, and as may arise due to any reason including change in applicable law or policy. Such development potential shall vest with the Promoter and has been reserved by the Promoter unto itself, and may be utilised by the Promoter as the Promoter deems fit. The Promoter shall always be the owner and will have all the rights, title, interest in respect of the unsold premises, unallotted / unassigned car parking spaces, common areas facilities and amenities, open spaces, lobbies, staircases, terrace, swimming pool, gymnasium, or any similar facility/ies and all other areas, etc. The Allottee/s will not have any right, title, interest, etc. in respect of the common areas and such other areas as may be designated as common areas by the Promoter and all other areas, save as specifically stated in this Agreement and the Allottee/s

has/have agreed to purchase the said Premises based on the unfettered rights of the Promoter in this regard. In the event the Promoter is not able to / does not develop the Phase 3 Land for any reason whatsoever, the Skyline Group shall be entitled to develop the same by consuming maximum FSI available thereon and by constructing buildings thereon, as may be permissible.

4.3.3 The construction and development of the Real Estate Project being a phase of the Whole Project is presently sanctioned in the manner stated *inter-alia* in the IOD and CC and the layout for the Real Estate Project/the Whole Project. As mentioned and as disclosed at Recitals I and K hereinabove and as disclosed in the conceptual layout plans at **Annexes "1B to 1EE"**, hereto and as part of the Proposed Future and Further Development of the Larger Land, the IOD, CC, layout for the Real Estate Project/the Whole Project and other plans and approvals shall be amended, modified, revised, varied, changed from time to time to utilize the Full Development Potential of the Whole Project, provided that such changes are not adversely affecting Apartment of the Allottee and expect such addition and alteration required by any Government Authorities or due to change in law. The Allottee/s agree(s), accept(s) and confirm(s) that the fundamental entitlement of the Promoter to utilise, exploit and consume the Full Development Potential of the Whole Project (both inherent and further/future) as stated at Recitals I and K above, would require the Promoter to amend, modify, vary, alter, change, substitute and rescind the plans in respect of the Whole Project or any part thereof except this project (including layout plans, building plans, floor plans) and undertake such modified / altered / new construction and development in accordance therewith provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee and expect such addition and alteration are required by any Government Authorities or due to change in law. Consequently and after negotiations and discussions between the Allottee/s and the Promoter, the Allottee/s agree(s), accept(s) and confirm(s) that in the course of development of the Whole Project as disclosed at Recitals I and K including in the **Annexes "1B to 1EE"**, hereto and until completion of the development thereof in the manner stated in this Agreement, the Promoter shall be entitled to do the following as it may in its sole discretion deem fit, subject however to the said Premises not being adversely affected-

- 4.3.3.1 Develop the Whole Project and the Larger Land and construct the building(s) thereon including the Real Estate Project, the Other Project Component and the common areas, facilities and amenities disclosed and indicated herein;
- 4.3.3.2 Apply for and obtain approvals and permissions in phases, including amendments to existing approvals and permissions and part occupation certificates;
- 4.3.3.3 Except for this project, amend, modify, vary, alter, change, substitute, rescind, re-design and re-locate the existing layout plans, building plans, floor plans (including increase/decrease of floor levels) (including the IOD and CC), design, elevation for the purpose of exploiting and consuming the full and maximal development potential of the Whole Project and the Larger Land (both inherent and further/future) at present and in future;
- 4.3.3.4 Amend, modify, vary, alter, change, substitute, rescind, re-design and re-locate the amenities, common areas, facilities in the Whole Project, the Proposed Future and Further Development of the Larger Land at present and in future;
- 4.3.3.5 Except for this project, to apply for and obtain amended / substituted / revised / modified layout plans, building plans and floor plans sanctioning construction of the Real Estate Project and the Whole Project upto such floors as may be permissible whilst exploiting the full and maximal development potential of the Whole Project and the Larger Land as stated in this Agreement;
- 4.3.3.6 Except for this project, make amendments, modifications, variations, alterations, changes, deletions and revisions with respect to the development of the Whole Project;
- 4.3.3.7 To construct, develop and raise buildings, structures, towers and wings on the Larger Land, except this project, with and without common podium levels and other common levels;

- 4.3.3.8 Except for this project, to construct, develop and raise additional levels, floors and storeys in buildings, structures, towers and wings on the Whole Project and the Larger Land and the Allottee/s shall not have any claim(s) against the Promoter in this regard;
- 4.3.3.9 Except for this project, to construct lesser number of upper floors (from what is disclosed in the Annexes “1B to 1EE”,” hereto) in respect of the Real Estate Project and/or the Other Project Component or any part thereof, and the Allottee/s shall not have any claim(s) against the Promoter in this regard;
- 4.3.3.10 Except for this project, to construct in, over or around or above the terrace of the Real Estate Project any additional area or facility, as may be permitted under applicable law, including the rules of the MCGM and/or any other authority;
- 4.3.3.11 Construct site offices/sales lounge on the Whole Project and the Larger Land (or part thereof) and to access the same at any time;
- 4.3.3.12 To (by itself or through its workmen, staff, employees, representatives and agents) enter into and upon the Whole Project and the Larger Land and any construction thereon including the the Real Estate Project and the Other Project Component, including to view and examine the condition and state thereof;
- 4.3.3.13 To use the common areas, facilities and amenities, internal access roads and all facilities, amenities and services in the layout of the Whole Project and the Larger Land;
- 4.3.3.14 To market, sell, transfer, mortgage, alienate and dispose of or grant rights with respect to the units / premises / spaces / areas in/on the Whole Project and the Larger Land and all its right title and interest therein;

4.3.3.15 To allot and grant car parking spaces in/on the Whole Project and the Larger Land to allottee/s of units/premises in/on the Whole Project and the Larger Land;

4.3.3.16 Except for this project, to grant or offer upon or in respect of the Whole Project and the Larger Land or any part thereof, to any third party including allottee/s therein, all such rights, benefits, privileges, easements including right of way, right to draw water, right to draw from or connect to all drains, sewers, installations and/or services in the Whole Project and the Larger Land.

4.3.3.17 The Promoter has informed the Allottee/s that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the Larger Land. The Promoter has further informed the Allottee/s that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee/s alongwith other allottee/s of flats / units / premises in the Real Estate Project and/or in the Whole Project, and the Allottee/s shall share such expenses and charges in respect thereof as also maintenance charges and deficit maintenance charges if any proportionately as per Invoice raised. Such proportionate amounts shall be payable by each of the allottee/s of flats/units/premises in the Real Estate Project including the Allottee/s herein and the proportion to be paid by the Allottee/s shall be determined by the Promoter and the Allottee/s agree(s) to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee/s nor any of the allottee/s of flats / units / premises in the Real Estate Project shall object to the Promoter laying through or under or over the Residential Zone Land and/or any part of the layout and/or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings / wings which are to

be developed and constructed on any portion of the Larger Land.

4.3.4 As disclosed in this Agreement, the Promoter has presently contemplated to develop the Phase 3 Land. The Promoter shall also be entitled to / required to club/ amalgamate the development of the Larger Land (or part thereof) with the Phase 3 Land, and in such a case the term 'Larger Land' shall mean and include the Phase 3 Land, in a phase wise manner. For this purpose, the Promoter shall be entitled to/required to undertake the following as it may in its sole discretion deem fit, -

4.3.4.1 Amalgamate schemes of development, land plates, lands, land composition and land mix,

4.3.4.2 Float FSI/TDR from the Larger Land onto the Phase 3 Land and from the Phase 3 Land onto the Larger Land and undertake consequent construction, development, sale, marketing and alienation,

4.3.4.3 Provide common access and entry and exit points to the Larger Land (or part thereof) and the Phase 3 Land, which may be used in common by the occupants of units/premises constructed on the Larger Land (or part thereof) and the Phase 3 Land.

4.3.5 The overall development of the Larger Land being dynamic in nature, may warrant changing or shifting the place/location on which any or all amenities are provided, including the Real Estate Project Amenities and the Whole Project Amenities. Except for this project, the Promoter shall complete the construction of common areas and facilities as well as the amenities over a period of time and in a phase wise manner. The Allottee/s agree(s) and accept(s) that apart from the Whole Project Amenities listed in **Part B of the Sixth Schedule** hereunder written, all other Whole Project Amenities may be provided after and subsequent to offering of possession of the said Premises at such time as the Promoter may deem fit and proper, as also stated above.

4.3.6 The Promoter may appoint a single and/or multiple third party/agency for the purpose of operating and maintaining the Real Estate Project,

the Other Project Component, the Whole Project, the Whole Project Amenities and/or the Larger Land or any part thereof, as the case may be, including any common areas facilities and amenities on such terms and conditions as it may in its sole discretion deem fit.

4.3.7 Until conveyance to the Society and Other Societies as stated at Clause 10.2 below and the Apex Body Conveyance as stated at Clause 10.4 below, the Promoter shall always be entitled to put a hoarding on any part of the Real Estate Project or the Other Project Component or the Larger Land including on the terrace and/or on the parapet wall and/or on the Larger Land, as the case may be, and the said hoardings may be illuminated or comprising of neon sign and for that purpose, the Promoter is fully authorised to allow temporary or permanent construction or erection for installation either on the exterior of the Real Estate Project or on the Other Project Component or on the Larger Land as the case may be. Until such conveyance to the Society and Other Societies as stated at Clause 10.2 below and the Apex Body Conveyance as stated at Clause 10.4 below, the Promoter shall be entitled to use and allow third parties to use any part of the Real Estate Project and/or the Larger Land respectively for installation of cables, satellite, communication equipment, cellular telephone equipment, radio turnkey equipment, wireless equipment and all other equipments etc. and the Promoter shall be entitled to receive, recover, retain and appropriate all the rents, profits and other compensation including any increase thereof which shall belong to the Promoter. AND WHEREAS Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

4.3.8 The Promoter shall be entitled to designate any spaces / areas on the Whole Project and the Larger Land, the Real Estate Project, the Other Project Component or any part thereof (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 (including power, water, drainage and radio and electronic communication) to be availed by the occupants of the units/premises to be constructed thereon/therein. Such designation may be

undertaken by the Promoter on lease, leave and license basis or such other method as the Promoter may in its sole discretion deem fit. Further, the infrastructure (including cables, pipes, wires, meters, antennae, base sub-stations, towers) in respect of the utility services may be laid/provided in the manner the Promoter may require, and may be utilised in common by occupants of units/premises in the Real Estate Project / on the Larger Land/ on the the Phase 3 Land, as the case may be. The Promoter and its workmen / agents / contractors / employees and any third party contracts shall be entitled to access and service such infrastructure and utilities over the Larger Land.

4.3.9 The Promoter shall be entitled to control advertising, marketing, signage, hoarding and all other forms of signage whatsoever within the Larger Land irrespective of the Apex Body Conveyance as stated at Clause 10.4 below. Such advertising and signage may comprise of hoardings, print media, electric signs, and may be constructed in a permanent or temporary manner and may be maintained, serviced, repaired and replaced and the Promoter and its nominees shall have access to such hoardings, print media and electric signage for this purpose. The Promoter shall also be entitled to put permanent electric Signages on any location and/or the Terrace of the Real Estate Project/Whole Project with respect to the name of the Project and / or the Promoter's Company irrespective of the Apex Body Conveyance as stated at Clause 10.4 below and the Society/ Apex body shall not raise any any objection in respect thereof and that such electric signages shall be maintained, serviced, repaired by the Society/Apex Body. The expenses towards power supply to such electric signanges shall be borne from the common area maintenance charges.

4.3.10 The name of the Real Estate Project shall always be as may be decided by the Promoter and shall not be changed without the prior permission of the Promoter.

4.3.11 In the event any flats / premises / spaces / areas in the Real Estate Project are unsold / unallotted / unassigned on execution and registration of the conveyance to Society and Other Societies as stated at Clause 10.2 below, the Promoter shall continue to be entitled to such unsold areas and to undertake sales, marketing etc. in respect of such unsold areas as stated hereinabove. It is clarified that the Promoter shall not be liable or required to pay any outgoings,

maintenance and other charges by whatever name called including any other amount by way of contribution, outgoings, deposits, transfer fees / charges and/or non-occupancy charges, donation, premium in respect of such unsold premises and/or as may be ascribable to such unsold premises and any amount, compensation whatsoever to the Society / Apex Body for the sale / allotment or transfer of the unsold areas in the Real Estate Project or elsewhere, save and except the municipal taxes at actuals (levied on the unsold premises).

4.3.12 The Promoter and their surveyors and agents and assigns with or without workmen and others, shall be permitted at reasonable times to enter into the said Premises or any part thereof for the purpose of making, laying down maintaining, repairing, rebuilding, cleaning, lighting and keeping in order and good condition (including repairing) all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the Real Estate Project. The Allottee/s is/are aware that the main water/drainage pipes of the Real Estate Project may pass through certain areas within the said Premises. The Allottee/s agree(s) that he / she / it / they shall not undertake any civil works / fit out works in such areas within the said Premises, and/or permanently cover / conceal such areas within the said Premises, nor shall in any manner restrict the access to the water / drainage pipes and/or damage the water / drainage pipes.

4.3.13 The Promoter shall be entitled to call upon the Allottee/s to satisfy the Promoter either through the Allottee/s banker's commitment or in such other manner as may be determined by the Promoter, with regard to the Allottee's financial and other capabilities to pay the entire Sale Price and all other amounts to the Promoter and to complete the sale and transfer of the said Premises.

4.4 Rights & Entitlements of the Promoter being Essence of the Contract

The Allottee/s agree(s) that since the scheme of development of the Whole Project and the Larger Land placed before the Allottee/s as disclosed and indicated at Recitals I and K above and in the conceptual layout plans at Annexes "1B to 1EE", hereto envisages the development of the Whole

Project and the Larger Land in a phased manner to the Full Development Potential, the Allottee has/have, after understanding the nature of the scheme, agreed to the rights and entitlements of the Promoter as listed in this Agreement and this Clause 4 and in Recitals I and K hereinabove and in the **Annexes “1B to 1EE”** hereto and the Proposed Future and Further Development of the Larger Land, and the retention of these rights by the Promoter unto itself until completion of development of the Whole Project and the Larger Land as stated herein and as may be permissible under applicable law and these rights and entitlements shall be the essence of this Agreement. The Allottee/s agree(s), undertake(s) and confirm(s) that he / she / it / they will not obstruct, hinder or interfere with the development of the Whole Project and the Larger Land and/or the Phase 3 Land and all infrastructure thereon including common areas facilities and amenities provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee and expect such addition and alteration are required by any Government Authorities or due to change in law.

5. PAYMENTS

5.1 With respect to any payments to be made by the Allottee/s to the Promoter in accordance with this Agreement, the Allottee/s agree(s), declare(s) and confirm(s) that:-

5.1.1 On a written demand being made by the Promoter upon the Allottee/s with respect to a payment amount, the Allottee/s shall pay such amount to the Promoter, within 10 (Ten) days of the Promoter’s said written demand, without any delay, demur or default.

5.1.2 The Allottee/s shall make all payments as mentioned in this Agreement to the Promoter together with relevant taxes through an account payee cheque / demand draft / pay order / wire transfer / RTGS / NEFT drawn in favour of / to the account of the Promoter, which account is detailed in the **Seventh Schedule** hereunder written.

5.1.3 In case the Allottee/s enter(s) into any loan/financing arrangement with any bank/financial institution as envisaged at Clause 5.2 (*Loan & Mortgage*) below, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement, in the same manner detailed herein.

- 5.1.4 The timely payment of all the amounts payable by the Allottee/s under this Agreement (including Sale Price), is the essence of the contract. An intimation forwarded by the Promoter to the Allottee/s that a particular milestone of construction has been achieved shall be sufficient proof thereof. The Promoter demonstrating despatch of such intimation to the address of the Allottee/s as stated at Clause 16 (*Notice*) including by e-mail, shall be conclusive proof of service of such intimation by the Promoter upon the Allottee/s, and non-receipt thereof by the Allottee/s shall not be a plea or an excuse for non-payment of any amount or amounts.
- 5.1.5 In the event of delay and/or default on the part of the Allottee/s in making payment of any GST, Service Tax, VAT, TDS or any other tax, levies, cess etc., then without prejudice to any other rights or remedies available to the Promoter under this Agreement or under applicable law, the Promoter shall be entitled to adjust against any subsequent amounts received from the Allottee/s, the said unpaid tax, levy, cess etc. along with interest, penalty etc. payable thereon, from the due date till the date of adjustment.
- 5.1.6 The Promoter shall have a first and prior charge on the said Premises with respect to any amounts due and payable by the Allottee/s to the Promoter under this Agreement.
- 5.1.7 If the Allottee/s fail(s) to make any payments on the stipulated date/s and time/s as required under this Agreement, then, the Allottee/s shall pay to the Promoter interest at the Interest Rate (i.e. State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon or as may be stipulated under RERA) in terms of this Agreement, 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 in terms of this Agreement.
- 5.1.8 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/her/its 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 Price, the Promoter shall be entitled to at his own option and discretion, terminate this Agreement, without any reference or recourse to the Allottee/s. Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee/s ("**Default Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/s, of its intention to terminate this Agreement with detail(s) of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate 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 the Interest Rate thereon, then at the end of the **Default Notice**, the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee/s ("**Promoter Termination Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/s. On the receipt of the **Promoter Termination Notice** by the Allottee/s, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this Clause and without prejudice to the other rights, remedies and contentions of the Promoter, the Promoter shall be entitled to deduct cancellation charges at the rate of 10% of Agreement Value and promoter will pay the balance amount, if any, in 10 equal installments after cancellation accepted by the Allottee.

5.1.9 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/s 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 under 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 in its sole discretion deem fit.

5.1.10 The details of the respective Permanent Account Numbers of the Promoter and the Allottee/s is/are as more particularly mentioned in the **Seventh Schedule** hereunder written.

5.2 Loan & Mortgage:

5.2.1 Prior to execution of this agreement, the promoter has obtained NOC/Release of charge from Piramal Capital & Housing Finance Limited / IDBI Trusteeship Services Ltd. with respect to already subsisting mortgage/ charge created over the said premises, the copy whereof is annexed hereto as **Annexure “8”**.

5.2.2 The Allottee/s shall be entitled to avail loan from a bank / financial institution and to mortgage the said 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 be entitled to refuse permission to the Allottee/s for availing any such loan and for creation of any such mortgage/charge, in the event the Allottee/s has/have defaulted in making payment of the Sale Price and/or other amounts payable by the Allottee/s under this Agreement.

5.2.3 All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said Premises, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the said Premises, shall be solely and exclusively borne and incurred by the Allottee/s. The Promoter shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage.

5.2.4 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 Price and balance other amounts payable by the Allottee under this Agreement, and shall also observe and be compliant with the terms of Clause 5.1.3 of this Agreement.

6. CAR PARKING SPACE/S

6.1 The Promoter agrees to grant and allot to the Allottee/s, without charging or levying any price or compensation or consideration or fee of any nature, permission to park the Allottee/s' own vehicle and for no other purpose

whatsoever, in the car parking space/s as a common area and more particularly mentioned in the **Seventh Schedule** hereunder written. The said car parking space/s shall be located in the car parking area in the basements / podium / pit parking / stilt levels on the Whole Project / Larger Land and such car parking area shall be common for the Real Estate Project and the Whole Project .

6.2 The Promoter has allocated / shall be allocating other car parking spaces to other allottee/s of premises in the Real Estate Project, the Other Project Component and the Whole Project and the Allottee/s shall not raise any objection in that regard.

7. ALLOTTEE' RIGHTS AND ENTITLEMENTS

7.1 Possession of the Premises:

7.1.1 The Promoter shall endeavour to complete the construction of the said Premises and obtain the Occupation Certificate from the MCGM for the said Premises by the date as more particularly mentioned in the **Seventh Schedule** hereunder written ("Completion Date Provided however, that the Promoter shall be entitled to extension of time for giving delivery of the said Premises on the Completion Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors:-

- (a) War, Civil commotion or act of God;
- (b) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;

If the Promoter fails to abide by the time schedule for completing the Real Estate Project and for handing over the said Premises to the Allottee/s, the Promoter agrees to pay to the allottee, who does not intent to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee /s to the Promoter .

7.1.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 7.1.2 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

7.1.3 The Internal Amenities provided in the said Premises that shall be provided by the Promoter are listed in the **Fourth Schedule** hereunder written. The Real Estate Project Amenities that may be usable by the Allottee/s are listed in the **Fifth Schedule** hereunder written. The Whole Project Amenities that may be usable by the Allottee/s are listed in **Part A of the Sixth Schedule** hereunder written.

7.1.4 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body

and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

- 7.1.5 **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the said Premises, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the said Premises to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.
- 7.1.6 The Allottee/s shall take possession of the said Premises within 15 (fifteen) days of the written notice from the promoter to the allottee intimating that the said Premises are ready for use and occupancy. **Property Taxes and maintenance charges to be borne by the Allottee from the date of Occupation Certificate.**
- 7.1.7 **Post receipt of the Possession, the Allottee/s may undertake any fit out activities in the said Premises at his / her / its / their sole cost, expense and risk, after obtaining all the requisite approvals and permissions from the competent authorities and in accordance with the Fit-Out Guidelines (which shall be prepared by the Promoter which will be provided to the Allottee/s at the time of handing over possession of the said Premises) and after depositing such amount as may be specified by the Promoter as an interest-free deposit to secure compliance with the Fit Out Guidelines and, which will be refunded without interest upon completion of the fit outs in accordance with the Fit-Out Guidelines. The Allottee/s is/are aware that the said refund shall be subject to deduction of amounts towards damages, if any, to the Real Estate Project and its common areas etc., and/or any neighbouring flats/premises in the Real Estate Project and/or the equipment's installed therein and subject to the debris being completely removed**

from the Real Estate Project, the Whole Project and/or the Larger Land.

7.1.8 Upon receiving the Possession Notice from the Promoter as per Clause 7.1.6 above, the Allottee/s shall take possession of the said Premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the said Premises to the Allottee/s. Irrespective of whether the Allottee/s takes or fails to take possession of the Premises within the time provided in Clause 7.1.6 above, such Allottee/s 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.

7.1.9 From the date of receipt of the Occupation Certificate from the MCGM and the Possession Notice, the Allottee/s shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the carpet area of the said Premises, of outgoings in respect of the Real Estate Project, the Whole Project and the Larger Land including *inter-alia*, development charges, electricity, gas connection, water meter charges, legal charges, society formation charges, share application charges, corpus fund, 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, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project and/or the Whole Project and/or the Larger Land. Until the Society is formed and the Society Conveyance is duly executed and registered, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter at its sole discretion. The Allottee further agrees that till the Allottee/s's share is so determined by the Promoter at its sole discretion, the Allottee/s shall pay to the Promoter provisional monthly contribution as mentioned in the **Tenth Schedule** hereunder written. It is further clarified and agreed that the Allottee/s shall be liable to bear and pay such monthly contribution/maintenance charges from the date(s) specified in this Agreement irrespective of whether or not the Allottee/s has/have taken possession of the said Premises. For the purposes of this clause, the expression "Promoter" includes its nominee/s.

- 7.1.10 The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- 7.1.11 The Allottee/s shall, before delivery of possession of the said Premises in accordance with this Clause 7, deposit such amounts as mentioned in the **Ninth Schedule and Tenth Schedule** hereunder written with the Promoter. **The amounts as more particularly mentioned in the Ninth Schedule hereunder written are not refundable and can be appropriated by the Promoter and no accounts or statement will be required to be given by the Promoter to the Allottee/s in respect of the above amounts deposited by the Allottee/s with the Promoter. The Allottee/s shall make payments of such amounts as more particularly mentioned in the Ninth Schedule and Tenth Schedule hereunder to the bank account of the Promoter, as detailed in the Seventh Schedule hereunder written. The unspent balance, if any, of the amounts mentioned in the Tenth Schedule hereunder written, shall be delivered by the Promoter to the Society, without interest. For the purposes of this clause, the expression "Promoter" includes its nominee/s.**
- 7.1.12 If within a period of 5 (five) years from the possession date mentioned in the Possession Notice, the Allottee/s brings to the notice of the Promoter any structural defect in the said 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/s shall be entitled to receive from the Promoter, compensation for such defect (at actuals) in the manner as provided under the RERA. **It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee/s and/or any other allottees in the Real Estate Project or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Allottee/s and/or any other allottee/person in the Real Estate Project and/or the**

Whole Project and/or the Larger Land. The Allottee/s is/are aware that the Real Estate Project is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Real Estate Project at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's obligation to rectify any defect(s) or compensate for the same as mentioned in this Clause and the Allottee/s / the Society / the Other Societies' / the Apex Body shall have no claim(s) of whatsoever nature against the Promoter in this regard.

7.1.13 The Allottee/s shall use the said Premises or any part thereof or permit the same to be used only for residential purpose. The Allottee/s shall use the car parking space/s only for purpose of parking vehicle and shall not park his/her/their vehicles at any other location on the Larger Land.

7.1.14 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 handing over possession of the said Premises to the Allottee/s, obtain from the MCGM, the Occupation Certificate or Completion Certificate in respect of the said Premises.

7.1.15 Time is of the essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the said Premises and handing over the said Premises to the Allottee/s after receiving the Occupation Certificate in respect thereof and the Real Estate Project Amenities. Similarly, the Allottee/s shall make timely payments of all instalments of the Sale Price and other dues payable by him/her/them/it and meeting, complying with and fulfilling all its other obligations under this Agreement.

7.2 Common Areas Facilities & Amenities:

7.2.1 The Allottee/s shall not have any right, title, interest, etc. in respect of the common areas and such other areas as may be designated as common areas by the Promoter, and the Allottee/s is/are aware that he/she/it/they shall only be permitted to use the Real Estate Project

Amenities and the Whole Project Amenities in common with other allottee/s and users in the Real Estate Project, the Whole Project, the Phase 3 Land and the Promoter and its contractors, workmen, agents, employees, personnel and consultants, including the car parking space/s mentioned in the **Seventh Schedule** hereunder written.

7.2.2 The Whole Project Amenities and any other areas as may be designated by the Promoter including common open areas, common landscapes and driveways etc. in/on the Whole Project / Larger Land / the Phase 3 Land shall be an integral part of the layout of the development of the Whole Project and the Larger Land including the neighboring buildings/towers on the Larger Land / the Phase 3 Land and neither the Allottee/s nor any person or entity on the Allottee/s's behalf shall, at any time claim any exclusive rights with respect to the same.

7.2.3 The Allottee/s undertake(s) to not raise any objection to or interfere with the use of the aforesaid areas by the aforesaid persons, notwithstanding that there may be any perceived or actual risks, nuisance, annoyance or inconvenience that could arise by virtue of such common use, access and entry.

7.2.4 It is also clarified that certain facilities shall have usage charges and the same shall be paid by the Allottee/s as and when demanded by the Promoter along with applicable taxes thereon.

7.2.5 The rights and entitlements of the Allottee/s under this Agreement are restricted to the right and entitlement to receive the said Premises, subject to the terms and conditions of this Agreement.

7.2.6 The Allottee/s shall at no time demand partition of the said Premises and/or the Real Estate Project and/or the Other Residential Component and/or the Whole Project and/or the Larger Land.

7.3 Transfer of the said Premises:

The Allottee/s shall not 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 said Premises or dispose of or alienate otherwise

howsoever, the said Premises and/or its rights, entitlements and obligations under this Agreement until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid and without the prior written permission of the Promoter.

8. COVENANTS OF THE ALLOTTEE

The Allottee/s by himself / herself / itself / themselves with intention to bind all persons into whose hands the said 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, the Whole Project, and the Larger Land, for maintaining the value of the Real Estate Project, the Whole Project and the Larger Land, and for ensuring that any easement in respect of any of the aforesaid remains unaffected:

8.1 Not to do or suffer to be done anything in or to the Real Estate Project, the said 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 said Premises itself or any part thereof and to maintain the said Premises (including sewers, drains, pipes) and appurtenances thereto at the Allottees/s' own cost in good repair and condition from the date on which the Allottee/s is/are permitted to use the said Premises and in particular so as to support, shelter and protect other parts of and the Real Estate Project.

8.2 Not to raise any objection to the Promoter completing the construction of the Real Estate Project and the Whole Project (including additional floors on the Larger Land) in accordance with applicable law and this Agreement, without any interference or objection, whether prior to or subsequent to the Allottee/s taking possession of the said Premises.

8.3 Not to raise any objection to the Promoter marketing the Real Estate Project and the Whole Project including by way of inviting prospective allottees to the Larger Land and/or the Phase 3 Land, as the case may be, and showcasing to such prospective allottees the buildings, structures and towers being constructed in and on the Whole Project along with the common areas, facilities and amenities therein/thereon, without any interference or objection, whether prior to or subsequent to the Allottee/s taking possession of the said Premises.

8.4 The Promoter is undertaking the development of the Whole Project in a phased manner and the Promoter shall be required to modify / change / amend the location of the other Towers in the Whole Project, except for this project common areas, facilities and amenities to be provided in the Whole Project and the Allottee/s shall not raise any objection to the Promoter modifying / changing / amending the location of the common areas, facilities and amenities and also in any consequential change in the view of the common areas, facilities and amenities from the said Premises, provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee and except such addition and alteration are required by any Government Authorities or due to change in law.

8.5 Not to store anything in the refuge floor nor store any goods in the said Premises which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the Real Estate Project or storing of which goods is objected to by the concerned authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other, part of the Real Estate Project.

8.6 Not to change the user of the said 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 said Premises.

8.7 Not to demolish or cause to be demolished the said Premises or any part thereof and in particular so as to support, shelter and protect other parts of and the Real Estate Project, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

- 8.8 Not to make or cause to make any addition or alteration of whatsoever nature in the said Premises to ensure in particular support, shelter and protection of other parts of and the Real Estate Project.
- 8.9 Not to make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent.
- 8.10 To keep the sewers, drains, pipes in the said Premises and appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect other parts of the Real Estate Project.
- 8.11 Not to cover or construct any thing on the open spaces, garden, recreation area and/or parking spaces and/or refuge areas.
- 8.12 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 said Premises, within the said 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 said Premises, nor do/cause to be done any hammering for whatsoever use on the external / dead walls of the Real Estate Project or do any act to affect the FSI / development potential of the Larger Land.
- 8.13 Not to do or permit to be done any renovation / repair within the said Premises. In the event of the Allottee/s carrying out any renovation/repair within the said Premises then in such event the Promoter shall not be responsible for rectification of any defects noticed within the said Premises or of any damage caused to the said Premises or the Real Estate Project on account of such renovation/repair and the Promoter's obligation to rectify any defect(s) or compensate for the same as more particularly described in Clause 7.1.11 of this Agreement shall immediately cease and the Allottee/s/the Society/the Other Societies' / the Apex Body shall have no claim(s) of whatsoever nature against the Promoter in this regard.
- 8.14 To maintain the aesthetics of the Real Estate Project and the Whole Project and to ensure the quiet and peaceful enjoyment by all the allottee/s/occupants therein and for the common benefit of all, and to preserve and maintain the safety, security and value of the said Premises, the Real Estate Project, the Whole Project and the Larger Land, the Allottee/s agree and covenant as follows:

- 8.14.1 Not to affix any fixtures or grills on the exterior of the Real Estate Project for the purposes of drying clothes or for any other purpose and not to have any laundry drying outside the said Premises. The Allottee/s may fix grills on the inside of the windows. The standard design for the same shall be obtained by the Allottee/s from the Promoter and the Allottee/s undertake(s) not to fix any grill having a design other than the standard design approved by the Promoter.
- 8.14.2 Not to install a window air-conditioner within or outside the said Premises.
- 8.14.3 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises into the compound or the refuge floor or any portion of the Larger Land and the Real Estate Project.
- 8.14.4 Not to at any time cause or permit any public or private nuisance or to use the loud speaker etc. in or upon the said Premises, the Real Estate Project or the Larger Land or any part thereof or do anything which shall cause an annoyance, inconvenience, suffering, hardship or disturbance to the occupants or to the Promoter. The Allottee/s shall ensure that the Allottee/s's pets and/or domesticated animals, if any, in or upon the said Premises, the Real Estate Project or the Larger Land or any part thereof shall not enter the restricted areas/no entry zones as may be designated by the Promoter in the Real Estate Project / Larger Land and/or pose a health or safety hazard and/or cause nuisance to the other occupiers of the Real Estate Project / Larger Land and or the lifts installed in the Real Estate Project.
- 8.14.5 Not to discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the said Premises and/ or the Real Estate Project and/or open spaces nor litter or permit any littering in the common areas in or around the said Premises and/or the Real Estate Project and at the Allottee/s own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated at the said Premises and/or the Real Estate Project and/or open spaces to the

requirement and satisfaction of the Promoter and/or relevant government and statutory authorities.

8.14.6 Not to do either by himself / herself / itself / themselves 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 the installations for providing facilities in the Real Estate Project. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the Real Estate Project.

8.14.7 Not to display / permit to be displayed at any place in/upon the the Real Estate Project or the Larger Land or any part thereof including on any construction thereon, any bills, posters, hoardings, advertisement, name boards, signboards including neon and illuminated, placards, posters, notice, advertisement, name plate, sign, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever. The Allottee/s shall not stick or affix pamphlets, posters or any paper on the walls of the Real Estate Project or common area therein or in any other place or on the window, doors and corridors of the Real Estate Project.

8.14.8 To make suitable arrangement for removal of debris arising out of any interior decoration, renovation, furniture making or any other allied work in the said Premises. The Allottee/s's labourers/contractors shall be responsible for the removal of debris such as marble pieces or any such wastage material etc. from the said Premises on a daily basis. The Allottee/s / labourers / contractors shall at their own cost remove such wastage materials/debris. Such wastage materials shall not be accumulated or placed in the common passages, corridors and basement or in any area within the Real Estate Project / the Larger Land.

8.14.9 In the event the Allottee/s fail(s) to rectify any such defaults within 15 (fifteen) days from committing such default/s at the Allottee/s own cost, then the Promoter shall be entitled to send a notice to the Allottee/s intimating the Allottee/s that the Promoter shall, within a period of 48 (forty-eight) hours from the date thereof, enter the said Premises to rectify such defect. After such 48 (forty-eight) hour period, the

Promoter through its agents, shall have a right to enter upon the said Premises and dismantle at the Allottees/s' cost, such fixtures or grills or air conditioner or the outdoor condensing unit or such other fixture which is/are in contravention of this sub-clause or any other provision of this Agreement.

8.15 Not to violate and to abide by all rules and regulations framed by the Promoter / its designated Project Manager or by the Society or the Apex Body, for the purpose of maintenance and up-keep of the Real Estate Project and in connection with any interior / civil works that the Allottee/s may carry out in the said Premises and to generally comply with building rules, regulations and bye-laws for the time being of the concerned authority and of government and other public bodies.

8.16 Not to violate and to observe and perform all the rules and regulations which the Promoter/ its designated Project Manager or the Society or the Apex Body may have at its inception and the additions or amendments thereof that may be made from time to time for protection and maintenance of the 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 authority and of government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Promoter/its designated Project Manager or the Society regarding the occupation and use of the said Premises in the Real Estate Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

8.17 Not to object or cause any impediment to the right and authority of the Promoter and its workmen, staff, employees, representatives and agents and all other users/allottee/s of premises on the Larger Land to the access, ingress and egress into and upon the Larger Land including the Real Estate Project, the Whole Project, the Other Project Component, the Real Estate Project Amenities, and, the Whole Project Amenities without any restriction or interference whatsoever including for the purpose of maintenance repair and upkeep of the electricity, communication and utility lines, cables and meters etc or any other reason, notwithstanding that there shall or may be any perceived or actual risks, nuisance, annoyance or inconvenience that could arise by virtue of such common access and entry.

8.18 The Allottee/s is aware that the entire Larger Land and Whole Project, is a single integrated common layout. The Allottee/s is further aware that the buildings / towers / structures / areas / spaces comprised in the Larger Land and the Whole Project, would require to be renovated, repaired, redeveloped, restored and/or reconstructed at some point in the future, especially having regard to the life of buildings / structures / areas and/or events (including force majeure circumstances) that may necessitate any or all of the aforesaid.

8.19 Not do or permit or suffer to be done anything in or upon the said Premises or any part of the Real Estate Project which is or may, or which in the opinion of the Promoter is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining premises or the neighbourhood provided always that the Promoter shall not be responsible to the Allottee/s for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining premises of the Real Estate Project and the Allottee/s shall not hold the Promoter so liable.

8.20 Not to obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, in or on the common stairways, refuge areas, corridors and passageways in and of the Real Estate Project.

8.21 Not to, in any manner, enclose any flower beds/planters/ledges/pocket terrace/s/deck areas and other areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the said Premises and shall keep the same unenclosed at all time.

8.22 Not to affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the Real Estate Project or the exterior wall of the said Premises or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever save and except the name of the Allottee/s in such places only as shall have been previously approved in writing by the Promoter in accordance with such manner, position and standard design laid down by the Promoter.

- 8.23 Not park at any other place and shall park all cars in the car parking space/s only as may be permitted/allotted by the Promoter.
- 8.24 Not to object to the permission granted/to be granted by the Promoter to other flat allottee/s for the use of their respective appurtenant spaces and the car parking spaces.
- 8.25 Not to raise any objection and or claims about the unavailability of supply of water from MCGM, inspite of the best efforts by Promoter and shall not raise any objection and/or claims regarding liability to bear and pay for alternate arrangements for water supply through tankers made for his/her/their convenience. The Allottee/s acknowledge(s) that the water connection from the MCGM shall be subject to availability and the rules, regulations and bye laws of the MCGM and agree not hold the Promoter responsible for the same. The Allottee/s is/are aware that alternate arrangements for water supply through tankers will be made for the Allottee/s' convenience. Expenses incurred for the same will be charged in the maintenance bill till the MCGM water connection is received.
- 8.26 Shall accept, follow abide by the Fit-Out Guidelines framed by the Promoter from time to time for maintenance and management of the said Premises and other rules and regulations, the Larger Land, the Whole Project, the Real Estate Project and/or the security thereof or of the aesthetics and ambience of the Real Estate Project, it being clearly agreed that in the event the Allottee/s violate(s) the Fit-Out Guidelines and such other rules/regulations made from time to time, the Allottee/s shall be liable to make good and/or compensate for any loss and/or damage whatsoever, caused by the Allottee/s and/or by his employees or agents. Further, the Allottee/s shall ensure that the labourer, contractors appointed by the Allottee/s shall also strictly follow the same.
- 8.27 Not to do any act, deed, matter or thing during the course of fit-out/furnishing the said Premises resulting in leakage/damage to the said Premises or other flats/premises in the Real Estate Project or its common passages, staircases etc. and shall be responsible to make good such leakages, damages (if any caused) entirely at his/her/their costs and expenses.
- 8.28 Not to, make any structural / internal masonry / dummy flooring / plumbing changes in any manner whatsoever.

- 8.29 Not to obstruct/close the drain out points of the aluminum window tracks while laying the flooring materials, in order to avoid any water seepage and retention in the slab.
- 8.30 Shall on completion of the fit-outs of the said Premises, submit to the Promoter without delay a completion letter stating therein that the fit-outs of the said Premises have been carried out in accordance with the approved plans.
- 8.31 Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Larger Land, the Whole Project, and the Real Estate Project or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.
- 8.32 If any allottee/s/occupants in the Real Estate Project including the Allottee/s make any internal structural/non-structural changes to any premises in the Real Estate Project including the said Premises, the Promoter shall stand discharged of all its expressed and implied warranties under this Agreement.
- 8.33 To rectify and make good any breach or default of any of the covenants contained in this Clause 8, without prejudice to any rights and remedies available to the Promoter, at its sole cost expense and risk. It is expressly clarified, agreed and understood that strict observance, performance and compliance of the terms, conditions, covenants, stipulations and provisions of this Clause 8 by the Allottee/s shall be of the essence of this Agreement.
- 8.34 The Allottee/s agree(s) and covenant(s) that the entry and exit points and access to the Whole Project and the Larger Land/Phase 3 Land shall be common to all allottee/s, users and occupants in the Whole Project including all buildings, towers and structures thereon. The Allottee/s agree(s) and covenant(s) to not demand any separate independent access and/or entry / exit point exclusively for himself / herself / themselves and/or any other allottee/s, users and/or occupants in the Real Estate Project, the Whole Project and/or any part thereof.
- 8.35 The Allottee/s agree(s) and covenant(s) that the Whole Project Amenities shall be common to all the allottee/s, users and occupants in the Whole Project including all buildings, towers and structures thereon and the Allottee/s shall not and/or cause the Society to claim any sole right(s), title, interest with respect to the same. The Allottee/s further agree(s) and covenant(s) that the

Allottee/s shall not through him/her/themselves/itself and or through the Society prevent access of the designated recreation ground areas to the allottee/s / occupants of the Whole Project.

8.36 The Allottee/s agree(s), confirm(s) and covenant(s) that the issuance of the Occupation Certificate with respect to the Real Estate Project by the competent authority(ies) shall mean and shall be construed that the Promoter has carried out the development and construction of the Real Estate Project in conformity with the sanctioned plans, approvals and permissions issued by the competent authority(ies).

8.37 The Allottee/s agree(s) and confirm(s) that the Promoter shall at all times have the right to propose joint open space for fire tender movement between the Real Estate Project and the remaining portions of the Whole Project and/or the Larger Land, provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee and expect any addition and alteration are required by any Government Authorities or due to change in law.

8.38 Compound wall not to be constructed around the Real Estate Project.

9. EVENTS OF DEFAULT

9.1 If one or more of the events or circumstances set out in Clause 9.2 (“**Event of Default**”) shall have happened, then the Promoter shall call upon the Allottee by way of a written notice (“**Rectification Notice**”) to rectify the same within a period of 15 (fifteen) days from the date thereof (“**Cure Period**”). If the Allottee/s fails to rectify such Event of Default within the Cure Period, then the same shall be construed as a default (“**Default**”).

9.2 Subject to Clause 9.1 above, the following events shall be construed as a Default,-

9.2.1 If the Allottee/s delay(s) or commit(s) default in making payment of any installment or any other amount payable under this Agreement, including taxes, etc. or otherwise, including as set out in this Agreement;

9.2.2 If the Allottee/s fails to take possession of the said Premises in terms of Clause 7.1 above;

9.2.3 If the Allottee/s commit(s) breach of any terms, conditions, covenants, undertakings and/or representations and/or warranties as given by him/her/it in this Agreement (including in Clause 8 (*Covenants of the Allottee/s*) above and/or any other writings and/or the terms and conditions of layout, IOD, U.L.C. Permissions, N.O.C. and other sanctions, permissions, undertakings and affidavits etc.;

9.2.4 If the Allottee/s has/have been declared and/or adjudged to be insolvent, bankrupt etc. and/or ordered to be wound up or dissolved;

9.2.5 If a Receiver and/or a Liquidator and/or Official Assignee or any person is appointed for the Allottee/s or in respect of all or any of the assets and/or properties of the Allottee/s;

9.2.6 If any of the assets and/or properties of the Allottee/s is/are attached for any reason whatsoever under any law, rule, regulation, statute etc.;

9.2.7 If any execution or other similar process is issued and/or levied against the Allottee/s and/or any of the Allottee/s' assets and properties;

9.2.8 If the Allottee/s has/have received any notice from the Government of India (either Central, State or Local) or any foreign Government for the Allottee's 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/her/them; and/or

9.2.9 If any of the aforesaid have been suppressed by the Allottee.

9.3 Consequences of Default:

9.3.1 On the occurrence of a Default, then and in that event, the Promoter shall, without prejudice to any and all other rights and remedies available to it under law, be entitled (but not obliged) to exercise its rights as mentioned at Clauses 5.1.8 hereinabove

9.3.2 It is agreed that all the rights and remedies of the Promoter, including aforesaid rights and remedies of the Promoter, are cumulative and without prejudice to one another.

10. FORMATION OF THE SOCIETY & APEX BODY

10.1 Formation of the Society and Other Societies:

10.1.1 The Promoter shall submit an application to the competent authorities to form a co-operative housing society to comprise solely of the Allottee/s and other allottees of units/premises in the Real Estate Project in accordance with and under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules.

10.1.2 The Allottee/s shall, along with other allottees of premises/units in the Real Estate Project, join in forming and registering a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder and in accordance with the provisions of the RERA and RERA Rules, in respect of the Real Estate Project in which the allottees of the premises of the Real Estate Project alone shall be joined as members (“the Society”).

10.1.3 For this purpose, the Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

10.1.4 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

10.1.5 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

10.1.6 The name of the Society shall be solely decided by the Promoter.

10.1.7 The Society shall admit all allottee/s of flats and premises in the Real Estate Project as members, in accordance with its bye-laws, provided all dues has to be paid by the Allottee to the Developer.

10.1.8 The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the real Estate Project, if any, only if Promoter decides to join as a member of the Society, the Promoter will be liable to pay maintenance charges for unsold area.

10.1.9 The Promoter shall similarly submit application/s to the competent authorities to form a co-operative housing society to comprise solely of the allottees of units/premises of the respective Towers of the Other Project Component, in accordance with and under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules ("**Other Societies**").

10.1.10 The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society / Other Societies', including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the respective Society and their respective members/intended members including the Allottee/s, as the case may be, and the Promoter shall not be liable towards the same.

10.2 Conveyance to the Society and Other Societies:

10.2.1 Within 4 (Four) months from the date on which the Full Occupation Certificate with respect to the Real Estate Project is issued, the Real Estate Project inclusive of the Real Estate Project Amenities in the

Real Estate Project shall initiate process of conveyance and, the Whole Project Amenities, and the Larger Land shall be retained by the Promoter and shall not be conveyed to the Society. The Promoter shall also retain and reserve unto itself the right, title and interest to continue with and carry on the development of the Whole Project as disclosed to the Allottee/s and in the manner it may deem fit and proper. The Society shall be required to join in execution and registration of the Society Conveyance. Post the Society Conveyance, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project including the Real Estate Project Amenities and the Promoter shall not be responsible for the same and the Allottee/s shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.

10.2.2 The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges on the Society Conveyance/Other Societies' Conveyance (defined below) and the transaction contemplated thereby including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents shall be borne and paid by the Society alone and the Promoter shall not be liable towards the same.

10.2.3 The Promoter shall execute and register similar conveyances to the Other Societies in the Whole Project with respect to the Other Project Component ("**Other Societies' Conveyance**").

10.3 BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if

not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

10.4 Formation of the Apex Body:

10.4.1 The Promoter shall submit application/s to the competent authorities to form a federation of societies comprising the Society and Other Societies, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules, after obtainment of the Full Occupation Certificate of the last building / tower / wing in the layout of the Whole Project ("**Apex Body**").

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

10.5 Conveyance to the Apex Body:

10.5.1 Within a period of 4 (Four) months of registration of the Apex Body, the Promoter and the Apex Body shall start process to execute and register an Indenture of Conveyance whereby the Promoter shall subject to what is mentioned at Clause 10.4.2 below, convey all its right, title and interest in the remaining portion of the Larger Land left after handing over the stipulated percentage if any, to the MCGM or statutory authority and/or developing as a public amenity, set back land and reservations, in favour of the Apex Body along with the Whole Project Amenities ("**Apex Body Conveyance**").

10.5.2 It is clarified that the Whole Project Amenities shall be conveyed only to the Apex Body and the Allottee/s shall not and/or cause the Society to claim any sole right(s), title, interest with respect to the same.

10.5.3 The Apex Body shall be required to join in execution and registration of the Apex Body Conveyance. Post the Apex Body Conveyance, the Apex Body shall be responsible for the operation and management and/or supervision of the Larger Land including the Whole Project Amenities and the Promoter shall not be responsible for the same.

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

10.5.5 At the time of registration of conveyance of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

10.5.6 Neither the Apex Body nor the Society/Other Societies shall ever claim and/or demand for partition of the Larger Land or any part thereof.

11. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE

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

11.1 He / she / it / they is / are not prohibited from entering into this Agreement and/or to undertake the obligations, covenants etc. contained herein or enter into this Agreement and/or to undertake the obligations, covenants etc. contained herein;

11.2 He / she / it / they has / have not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up or dissolved, as the case may be;

11.3 No receiver and/or liquidator and/or official assignee or any person is appointed in the case of the Allottee/s or all or any of his/her/its assets and/or properties;

11.4 None of his/her/their assets/properties is attached and/or no notice of attachment has been received under any rule, law, regulation, statute etc.;

11.5 No notice is received from the Government of India (either Central, State or Local) and/or from any other Government abroad for his/her/their 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/her/them;

11.6 No execution or other similar process is issued and/or levied against him/her/them and/or against any of his/her/their assets and properties;

11.7 He / she / it / they has / have not compounded payment with his/her/their creditors;

11.8 He / she / it / they is / are not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months;

11.9 He / she / it / they is / are not an undesirable element and/or will not cause nuisance and/or cause hindrances in the completion of the development of the Larger Land and/or anytime thereafter and will not default in compliance with the terms of this Agreement including making any payments;

11.10 He / she / it has not indulged into any activity or offence relating money laundering; and

11.11 No notice has been received by or proceedings initiated against the Allottee under the provisions of the Prevention of Money Laundering Act.

The representations and warranties stated in this Clause 11 are of a continuing nature and the Allottee/s shall be obliged to maintain and perform such representations and warranties.

12. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- 12.1 The Promoter has clear and marketable title and has the requisite rights to carry out development upon the Larger Land and also has possession of the Larger Land for the implementation of the Real Estate Project;
- 12.2 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;
- 12.3 There are no encumbrances upon the Real Estate Project except those disclosed to the Allottee/s;
- 12.4 There are no litigations pending before any Court of law with respect to the Real Estate Project except those disclosed to the Allottee/s;
- 12.5 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;
- 12.6 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/s created herein, may prejudicially be affected;
- 12.7 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 Larger Land and the said Premises, which will, in any manner, affect the rights of Allottee/s under this Agreement;
- 12.8 The Promoter confirms that the Promoter is not restricted in any manner

whatsoever from selling the said Premises to the Allottee/s in the manner contemplated in this Agreement;

- 12.9 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 from the date of Occupation Certificate;
- 12.10 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 Project except those disclosed to the Allottee.
- 12.11 At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees.

13. NOMINEE

- 13.1 The Allottee/s hereby nominate/s the person identified in the Seventh Schedule hereunder written ("said Nominee") as his/her/their nominee in respect of the said Premises. On the death of the Allottee/s, the Nominee shall assume all the obligations of the Allottee/s under this Agreement and in respect of the said Premises, and shall be liable and responsible to perform the same, so far as permissible in law. The Allottee/s shall at any time hereafter be entitled to substitute the name of the Nominee. The Promoter shall only recognize the Nominee or the nominee substituted by the Allottee/s (if such substitution has been intimated to the Promoter in writing) and deal with him/her/them in all matters pertaining to the said Premises, till the time the necessary order of the Court of law has been obtained by any legal heirs and/or representatives of the Allottee/s.
- 13.2 The heirs and legal representatives of the Allottee/s shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc. of and/or by the Nominee.

14. INDEMNITY

The Allottee shall indemnify and keep indemnified, saved, defended and harmless the Promoter against any or all demands, notices, claims, actions, proceedings, losses, damages, expenses, costs or other liabilities incurred or suffered by the Promoter from or due to any breach by the Allottee of any of its covenants, representations and warranties under this Agreement or due to any act, omission, default on the part of the Allottee in complying/performing his/her/their obligations under this Agreement.

15. CONSTRUCTION OF THIS AGREEMENT

In this Agreement where the context admits:

15.1 Any reference to any statute or statutory provision shall include:

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

15.1.2 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.

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

15.3 Any references to the masculine, the feminine and/or the neuter shall include each other;

15.4 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 all Schedules and Annexes to it;

15.5 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;

15.6 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;

15.7 References to a person (or to a word importing a person) shall be construed so as to include:

15.7.1 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

15.7.2 that person's successors in title and assigns or transferees permitted in accordance with the terms of this Agreement.

16. NOTICE

16.1 The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

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

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

17. COSTS & EXPENSES

The Allottee/s shall bear and pay all the amounts, taxes, charges, levies, duties including stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all documents for sale and/or transfer of the Premises and on this Agreement and on the transaction contemplated herein.

18. ENTIRE AGREEMENT

18.1 This Agreement constitutes the entire agreement between the parties hereto and supercedes other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Promoter, any agent, employee or representative of the Promoter or any other person. The show flat constructed by the Promoter and all furniture, items, electronic goods, amenities etc. displayed therein, and any marketing material including sales brochures, models, photographs, videos, illustrations, walk through, etc. provided to the Allottee/s or made available for the Allottees/s' viewing were merely an artists impression and creative imagination and shall not constitute a representation or warranty or declaration by the Promoter or any of its agents/employees/representatives and the Allottee/s shall not be entitled to make any claim upon the Promoter with respect to any item/component/facet that is not specifically agreed to be provided by the Promoter to the Allottee/s under this Agreement. This Agreement shall form the only binding agreement between the parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces and substitutes and annuls any previous agreements concerning the said Premises and said car parking space/s between the parties hereto.

18.2 The Allottee/s is/are aware and agree(s) that this Agreement contains all the terms and conditions for allotment of the said Premises in favour of the Allottee/s.

18.3 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the Real Estate Project, the Whole Project or the Larger Land or any part thereof.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said 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/s who has taken or agreed to take such said Premises, except Construction Finance.

20. WAIVER

No forbearance, indulgence or relaxation or inaction by the Promoter at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice its rights to require performance of that provision and any waiver or acquiescence by it of any breach of any of the provisions of these presents 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.

21. 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.

22. METHOD OF CALCULATION OF PROPORTIONATE SHARE

Wherever in this Agreement it is stipulated that the Allottee/s has/have to make any payment, in common with other Allottee/s in the Real Estate Project, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the other premises/units/areas/spaces in the Real Estate Project.

23. 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.

24. PLACE OF EXECUTION

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

24.1.1 The Allottee/s 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 will attend such office and admit execution thereof.

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. 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.

27. 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.

28. RIGHT TO AMEND

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

29. PROVISIONS OF THIS AGREEMENT APPLICABLE TO THE ALLOTTEE/S / SUBSEQUENT ALLOTTEE/S

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

IN WITNESS WHEREOF the parties have set and subscribed their respective hand and seal to these presents the day and year first hereinabove stated.

THE FIRST SCHEDULE REFERRED HEREINABOVE

Part A

[Description of the Phase 1 Land]

All that piece and parcel of land admeasuring 7,215 square metres or thereabouts bearing Survey No.38 Hissa No.2(part) and New C.T.S. No.101/1(part) lying, being and situate at Village Tirandaz in Taluka Kurla within the Registration District of Mumbai Suburban and within the limit of 'S' Ward of the Municipal Corporation of Greater Mumbai and shown delineated by blue colour boundary line on the plan annexed at **Annexure "1A"** hereto.

Part B

[Description of the Phase 2 Land]

All that piece and parcel of land admeasuring 25,887 square meters bearing Survey No. 38 Hissa No.2(part) and New C.T.S. No.101/1(part) lying, being and situate at Village Tirandaz in Taluka Kurla within the Registration District of Mumbai Suburban

and within the limit of 'S' Ward of the Municipal Corporation of Greater Mumbai and shown delineated by a yellow colour boundary line on the Plan annexed at **Annexure "1A"** hereto.

Part C

[Description of the Larger Land]

All that piece and parcel of land admeasuring 33,102 square metres or thereabouts bearing Survey No.38 Hissa No.2(part) and New C.T.S. No.101/1(part) lying, being and situate at Village Tirandaz in Taluka Kurla within the Registration District of Mumbai Suburban and within the limit of 'S' Ward of the Municipal Corporation of Greater Mumbai.

Part D

[Description of the Residential Zone Land]

All that piece and parcel of land or ground admeasuring 58,516.11 square meters bearing Survey No.38 Hissa No.2(part) and New C.T.S. No.101/1 and New C.T.S. Nos.101/3 to 101/7 lying, being and situate at Village Tirandaz in Taluka Kurla within the Registration District of Mumbai Suburban and within the limit of 'S' Ward of the Municipal Corporation of Greater Mumbai and shown delineated by an red colour boundary line on the plan annexed at **Annexure "1A"** hereto.

Part E

All those pieces or parcel of land or ground admeasuring about 1,03,292.036 square meters as per the title deeds and 7/12 Extract and 94,206.87 square meters as per Property Register Card bearing Survey No.38 Hissa No.2 and bearing New C.T.S. Nos.101/1 to 101/8 lying, being and situate at Village Tirandaz in Taluka Kurla within the Registration District of Mumbai Suburban and within the limit of 'S' Ward of the Municipal Corporation of Greater Mumbai and shown delineated in a green colour boundary line on the Plan annexed at **Annexure "1A"** hereto.

THE SECOND SCHEDULE REFERRED HEREINABOVE

[Description of the Phase 3 Land]

All that piece and parcel of land admeasuring 25,414.11 square meters bearing Survey No. 38 Hissa No.2(part) and New C.T.S. No.101/1(part) and New C.T.S. Nos.101/3 to 101/7 lying, being and situate at Village Tirandaz in Taluka Kurla within the Registration District of Mumbai Suburban and within the limit of 'S' Ward of the Municipal Corporation of Greater Mumbai and shown shaded in gray colour on the plan annexed hereto and marked as **Annexure "1A"**.

THE THIRD SCHEDULE REFERRED HEREINABOVE

Part A

[Real Estate Project Specifications]

The construction and development of the Real Estate Project is presently sanctioned in the manner stated *inter-alia* in the IOD and CC (both defined above), which shall be amended, modified, revised, varied, changed from time to time. Without prejudice to its right to amend, modify, revise, vary and change the aspects, including the height of the floors and the podium, of the Real Estate Project, the Promoter may

(i) construct the said Real Estate Project comprising of Basement, 3 level podium having residential units, residential units at the stilt level, 29th (Twenty Nine) upper habitable floors and Duplex residential Unit/s partly constructed on the 29th upper habitable floor and partly on 30th (Part) upper habitable floor and Terrace on the 30th (Part) upper floor, subject to height approval of 179 meters Above Mean Sea Level (AMSL) from the concerned Government authorities;

OR

(ii) construct the said Real Estate Project comprising of Basement, 3 level podium having residential units, residential units at the stilt level, 29th (Twenty Nine) upper habitable floors and Terrace, subject to height approval of 179 meters AMSL from the concerned Government authorities;

OR

(iii) construct the said Real Estate Project comprising of Basement, 3 level podium having residential units, residential units at the stilt level, 26th (Twenty Six) upper habitable floors and Duplex residential Unit/s partly constructed on the 26th Upper habitable floor and partly on 27th (Part) Upper habitable floor and Terrace on the 27th (Part) upper floor, subject to height approval of 167 meters AMSL from the concerned Government authorities;

OR

(iv) construct the said Real Estate Project comprising of Basement, 3 level podium having residential units, residential units at the stilt level, 26th (Twenty Six) upper habitable floors and Terrace, subject to height approval of 167 meters AMSL from the concerned Government authorities;

OR

(v) construct the said Real Estate Project comprising of Basement, 3 level podium having residential units, residential units at the stilt level, 24 (Twenty Four) upper habitable floors and Duplex residential Unit/s partly constructed on the 24th Upper habitable floor and partly on 25th (Part) Upper habitable floor and Terrace on the 24th upper floor, subject to height approval of 160 meters AMSL from the concerned Government authorities;

OR

(vi) construct the said Real Estate Project comprising of Basement, 3 level podium having residential units, residential units at the stilt level, 24 (Twenty Four) upper habitable floors and Terrace, subject to height approval of 160 meters AMSL from the concerned Government authorities;

OR

(vii) construct the said Real Estate Project comprising of Basement, 3 level podium having residential units, residential units at the stilt level, up to 30 - 33 (Thirty to Thirty Three) upper habitable floors and Terrace, subject to height approval of 191 meters AMSL from the concerned Government authorities.

Part B

[Real Estate Project FSI details]

Total FSI of 20365.74 square metres is proposed to be utilized for the Real Estate Project out of which 16320.04 square metres has been sanctioned for consumption in the construction and development of the Real Estate Project as per approved amended plan dated 29.07.2022. The FSI proposed to utilized for the Real Estate Project is as under, -

Number of floors	Proposed FSI (in square metres)
FSI considering 24 Upper Floors	16320.04
FSI considering 30 Upper Floors	20365.74

THE FOURTH SCHEDULE ABOVE REFERRED TO
[Description of the Internal Amenities in the Premises]

Sr. No.	Item	Location	Specifications
1	Flooring	Living Room / Dining & Passage	Imported Marble
		Master Bedroom	Vitrified Flooring
		Other Bed Room	Vitrified Flooring
		ALL Toilets (Floor & Dado)	Vitrified Flooring
		Kitchen	Vitrified Flooring
2	Wood Work	Main Door	Wooden Door frame with Veneer Finish shutter
		Other Door	Granite Door Frame with Pre-laminated Door Shutter
3	Windows	All Windows	Aluminium windows
4	CP / Sanitary	All Toilets	Standard CP Sanitary
5	Internal Paint	walls & ceiling	Internal wall & ceiling with acrylic distemper paint
6	Switches	Internal Switches	Modular switches
7	Kitchen Platform	Kitchen	Granite Platform with standard single sink
8	INTERCOM WITH VIDEO DOOR PHONE	Living Room	Standard Video Door Phone
9	AIR CONDITIONERS	All Bedrooms & Living Room	AC Unit / Split AC

THE FIFTH SCHEDULE ABOVE REFERRED TO

[Description of the common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee/s on a non-exclusive basis along with allottee/s / occupants in the Real Estate Project]

Sr. No.	Real Estate Project Amenities
1.	Tower Entrance Lobby
2.	High Speed Passenger Elevator
3.	Service Elevator
4.	Fire Lift
5.	Corridors
6.	Staircase and Staircase Landing
7.	Refuge Area

THE SIXTH SCHEDULE ABOVE REFERRED TO

Part A

[Description of the Whole Project Amenities]

Sr. No.	Whole Project Amenities
1.	Kids Pool
2.	Rock Climbing Wall
3.	Cricket Net
4.	Tennis Court
5.	Club House 1
6.	Lap Pool
7.	Artwork Island of the Future
8.	Club House 2
9.	Jacuzzi
10.	Half Basketball Court
11.	Tree Nest
12.	Pool Deck
13.	Event Lawn
14.	Amphitheatre Seat
15.	DJ Island
16.	Kids Splash Island
17.	Jogging Area
18.	Garden
19.	Aqua Gym
20.	Yoga Area
21.	Drop Off (Arrival Experience)
22.	Skylight

23.	Galaxy Adventure (Children Playground)
24.	Fantasy Land (Toddler Playground)
25.	Meditation Deck
26.	Outdoor Fitness Corner
27.	Outdoor Lounge Deck
28.	Leisure Pod
29.	SPA Reception
30.	Treatment Pods
31.	Sunken Lounge
32.	Lounge Pool
33.	Reflexology Trail
34.	Plunge Pool
35.	Waterfall
36.	Reflective Pool
37.	Butterfly Garden
38.	Chess Garden
39.	Fun Pool

Part B

Description of the Whole Project Amenities that may be ready for use by the Completion Date subject to what is stated herein]

Sr. No.	Whole Project Amenities
1.	Jogging Area
2.	Garden
3.	Aqua Gym
4.	Yoga Area
5.	Drop Off (Arrival Experience)
6.	Skylight
7.	Galaxy Adventure (Children Playground)
8.	Fantasy Land (Toddler Playground)
9.	Meditation Deck
10.	Outdoor Fitness Corner
11.	Outdoor Lounge Deck
12.	Leisure Pod
13.	SPA Reception
14.	Treatment Pods
15.	Sunken Lounge
16.	Lounge Pool
17.	Reflexology Trail
18.	Plunge Pool
19.	Waterfall
20.	Reflective Pool
21.	Butterfly Garden
22.	Chess Garden

THE SEVENTH SCHEDULE ABOVE REFERRED TO
[Meaning of certain terms and expressions]

Sr. No.	Terms and Expressions	Meaning
1.	Said Premises	Flat No. ____ on the ____ th floor of the Real Estate Project being KANAKIA SILICON VALLEY F.
2.	Carpet area of the said Premises as per RERA	____ sq.mtrs with excluding balcony area admeasuring ____ sq.mtrs
3.	Sale Price	Rs. _____ /- (Rupees _____ Only)
4.	Part Payment towards the Sale Price paid prior hereto	Rs. _____ /- (Rupees _____ Only)
5.	Bank Account of the Promoter	
6.	Car parking space/s	Right to park in ____ (____) car parking space/s in mechanical stack arrangement.
7.	Completion Date	31 st December 2026
8.	Said Nominee	Name: _____ - Relationship with Allottee/s: _____ Address of Nominee: _____
9.	Contact Details	Promoter's email address: _____ Promoter's phone number: _____ Allottee/s email address: _____ Allottee/s phone number: _____ -
10.	PAN	Promoter's PAN: _____ - Allottee/s PAN: _____ -

THE EIGHTH SCHEDULE ABOVE REFERRED TO**PART A***[Schedule of Payment of the Sale Consideration as payable by the Allottee/s]*

Sr. No.	Milestone	Percentage	Cumulative Percentage	Amount (In Rs.)
1	At the time of Booking (Earnest Money)	9.80%	9.80%	
2	On completion of laying Plain Cement Concrete (PCC) for foundation and after Execution & registration of Agreement for Sale.	15.20%	25.00%	
3	On initiation of basement	2%	27.00%	
4	On initiation of Podium 1	2%	29.00%	
5	On initiation of Podium 2	2%	31.00%	
6	On initiation of Podium 3	2%	33.00%	
7	On Completion of Plinth	2%	35.00%	
8	On initiation of 1st residential slab	2%	37.00%	
9	On initiation of 2nd residential slab	2%	39.00%	
10	On initiation of 3rd residential slab	2%	41.00%	
11	On initiation of 4th residential slab	2.50%	43.50%	
12	On initiation of 5th residential slab	1.50%	45.00%	
13	On initiation of 6th residential slab	1.50%	46.50%	
14	On initiation of 7th residential slab	1.50%	48.00%	
15	On initiation of 8th residential slab	1.50%	49.50%	
16	On initiation of 9th residential slab	1.50%	51.00%	
17	On initiation of 10th residential slab	1.50%	52.50%	
18	On initiation of 11th residential slab	1.50%	54.00%	
19	On initiation of 12th residential slab	1.50%	55.50%	
20	On initiation of 13th residential slab	1.50%	57.00%	
21	On initiation of 14th residential slab	1.50%	58.50%	
22	On initiation of 15th residential slab	1.50%	60.00%	
23	On initiation of 16th residential slab	1.50%	61.50%	
24	On initiation of 17th residential slab	1.50%	63.00%	
25	On initiation of 18th residential slab	1.50%	64.50%	
26	On initiation of 19th residential slab	1.50%	66.00%	
27	On initiation of 20th residential slab	1%	67.00%	
28	On initiation of 22nd residential slab	1%	68.00%	
29	On initiation of 23rd residential slab	1%	69.00%	
30	On completion of terrace slab	1%	70.00%	
31	Completion of the walls, internal plaster, Internal waterproofing and Tiling work of the said Premises	10%	80.00%	
32	Completion of Internal Plumbing, Electrical Work of the said Premises	10%	90.00%	
33	At the time of offer for handing over of the possession of the said Premises to the Allottee/s on/after receipt of the Occupation Certificate or Completion Certificate with respect to the said Real Estate Project.	10%	100.00%	
	Total	100%	100%	-/-

Or
PART B

[Special Schedule of payment of the Sale Consideration as payable by the Allottee/s
on mutually agreed terms]

Sr. No	Event	Percentage	Amount
1	Booking+ (S)		
2	Installment		
3	60 Days		
4	On Completion of Plinth (F)		
5	On completion of 6th residential slab (F)		
6	On completion of 12th residential slab (F)		
7	On completion of 18th residential slab (F)		
8	On completion of Top slab (F)		
9	On completion of staircase, liftwell, lobby (F)		
10	On completion of external painting, window framing & external plumbing (F)		
11	on OC (E)		
	Total	100%	_____/-

THE NINTH SCHEDULE ABOVE REFERRED TO

[Amounts to be paid by the Allottee/s in accordance with this Agreement]

Sr. No	Particulars	Amount
1	Charges towards formation and registration of the Society and the Apex Body, along with applicable taxes	_____/-
2	Deposit towards water, electricity, and other utility and services connection charges	_____/-
3	All legal costs, charges and expenses (taxes to be paid separately by the Allottee/s at applicable rates)	_____/-

THE TENTH SCHEDULE ABOVE REFERRED TO

[Amounts to be paid by the Allottee/s in accordance with this Agreement]

Sr. No	Particulars	Amount
1	Share application money and entrance fee of the Society and Apex Body	_____/-
2	Proportionate share of municipal taxes and other charges/levies in respect of the Society and the Apex Body (taxes to be paid separately by the Allottee/s at applicable rates)	On pro-rata basis in proportion to all other allottees in the Whole Project
3	Ad hoc maintenance charges for 24 (Twenty Four) months towards provisional monthly contribution towards outgoings of the Society and the Apex Body (taxes to be paid separately by the Allottee/s at applicable rates)	On pro-rata basis in proportion to all other allottees in the Whole Project
4	Maintenance charges shall be applied as an administrative charges by Developer	5 %

SIGNED SEALED AND DELIVERED)

by the within named "Promoter" i.e.)

KANAKIA FUTURE REALTY PRIVATE LIMITED)

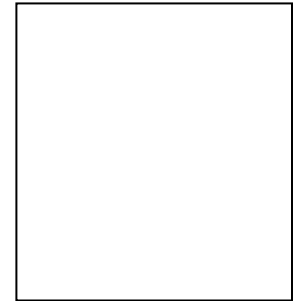
by the hands of its Authorised Signatory)

_____)

in the presence of)

1

2



Photograph/ Thumb Impression

SIGNED AND DELIVERED)

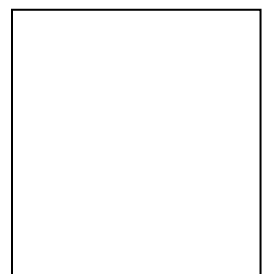
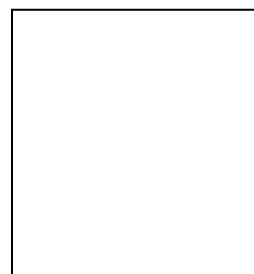
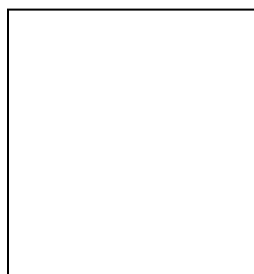
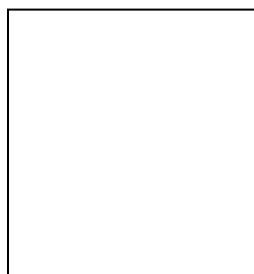
by the within named Allottee/s)

_____)

in the presence of

1

2



Photograph/ Thumb Impression

Photograph/ Thumb Impression

RECEIPT

RECEIVED of and from the Allottee/s above named the sum of **Rs.**
_____ /- (**Rupees** _____ **Only**) as part payment
towards the Sale Price under this Agreement.

WE SAY RECEIVED

For KANAKIA FUTURE REALTY PRIVATE LIMITED

(_____)

Authorized Signatory

Witnesses:

1.

2.

=====

DATED THIS DAY OF , 2022

=====

BETWEEN

KANAKIA FUTURE REALTY PRIVATE LIMITED

...Promoter

AND

...Allottee

=====

MODEL FORM OF AGREEMENT

=====

Wadia Ghandy & Co.

Advocates, Solicitors and Notary

N.M. Wadia Building

123, M. G. Road

Fort

Mumbai 400 001