

This **Agreement For Sale** made at Mumbai, this _____ day of _____, in the year Two Thousand and _____,

Between

Kalpataru Limited, a company incorporated under the provisions of the Companies Act, 1956 and existing under the Companies Act, 2013 and having its registered office at 91, Kalpataru Synergy, Opposite Grand Hyatt, Santacruz (East), Mumbai – 400 055, hereinafter referred to as the “**Promoter**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-title and assigns) of the **One Part**,

And

Mr. _____ / **Ms.** _____ / **Mrs.** _____,

_____ Indian Inhabitant/s having his / her / their address at _____

_____, **[or]** _____, **LLP**, a limited liability partnership, constituted under the Limited Liability Partnership Act, 2008, having its registered _____ office at _____

_____, represented herein by its duly authorised partner _____, **[or]** **Messrs.** _____, a partnership firm, registered under the Indian Partnership Act, 1932, having its principal place of business at _____

_____, represented herein by its duly authorised partner _____, **[or]** _____ **Private Limited/Limited**, a company incorporated under the Companies Act, 1956, and existing under the Companies Act, 2013, having its registered office at _____, **[or]** _____ HUF, a Hindu Undivided Family, having its address at _____

_____, represented herein by its karta and manager _____, **[or]** _____ trustees of

the private trust constituted under the Deed of Trust/Settlement dated _____, having their/its address at _____,

[or] _____ **Trust**, a public trust registered under the _____ Act, 19_____, having its registered office at _____, represented herein by its duly authorised trustees, 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 the case of a/an: (i) individual or individuals, his, her or their respective heirs, legal representatives, executors, administrators, successors and permitted assigns, (ii) limited company, or limited liability partnership, its successors and permitted assigns, (iii) partnership firm, the partners from time to time of the firm and the heirs, legal representatives, executors and administrators, of its last surviving partner its or their successors and permitted assigns, (iv) hindu undivided family, the karta and manager and the coparceners from time to time thereof and the survivors or survivor of them and the heirs, legal representatives, executors and administrators, of the last survivor of them, their successors and permitted assigns and (v) trust, the trustees for the time being and from time to time of the trust and the survivors or survivor of them and the heirs, legal representatives, executors and administrators of the last surviving trustee, and its/their successors and permitted assigns) of the **Other Part**.

All capitalized terms in this Agreement shall have the meanings as respectively assigned to them in Article (1.1). Any word or phrase defined in the body, or schedules, or annexures, of this Agreement, as opposed to being defined in Article (1.1), shall have the meaning assigned to such word or phrase in this Agreement.

Whereas:

- A. By and under diverse deeds and writings as set out in the statement annexed hereto and marked as **Annexure ‘A’**, the Owner (i.e. Schrader Duncan Limited) is seized and possessed, and is exclusively entitled to the Entire Land more particularly described in First Schedule hereunder written and is shown as Sub Plot A, Sub Plot B, Sub Plot C and Sub Plot D on the plan annexed hereto and marked as **Annexure ‘B’**. Photocopy of the Property Register Card in respect of the Entire Land is annexed hereto and marked as **Annexure ‘C’**.

- B. The Promoter is seized and possessed, and is exclusively entitled (including to develop), to the Entire Land by virtue of the following agreements and writings executed by and between the Owner and the Promoter, that is,
- (a) Agreement for Development dated 22nd December, 2006/1st January 2007, registered before the Sub-Registrar of Assurances at Kurla-4 under Serial No. BDR14-2069/2007, made by and between the Owner of the One Part and the Promoter of the Other Part, whereby the Owner has granted to the Promoter (then, Kalpataru Homes Limited) the development rights, with a covenant for ultimate transfer, of the rear portion admeasuring approximately 12,335 square meters (equivalent to 1,32,774 square feet), for the consideration and other terms and conditions mentioned therein. The aforesaid rear portion is inclusive of the strip of land having a minimum width of 12 metres and situated along the south side compound wall of the Entire Land and commencing the L.B.S. Marg to the rear portion of the Entire Land;
 - (b) Pursuant to the aforesaid, the Owner executed the Power of Attorney dated 22nd December 2006, registered before the Sub-Registrar of Assurance at Kurla-4 under Sr. No. BDR14-2070/2007 and nominated, constituted and appointed the Promoter (then, Kalpataru Homes Limited), through any of their directors as its true and lawful attorney to do various acts, deeds and actions in respect of the rear portion of the Entire Land;
 - (c) Agreement for Sale cum Development dated 26th March 2011, registered before the Sub-Registrar of Assurances at Kurla-1 under Serial No. BDR3-9232/2011, made by and between the Owner as the Vendor of the One Part and the Promoter as the Purchaser of the Other Part, whereby the Owner has agreed to sell, convey and transfer (with the right to develop) to the Promoter the front portion of the Entire Land admeasuring 14,032.20 square meters (equivalent to 1,51,042.60 square feet) as per the property register cards and admeasuring 12,493 square meters (equivalent to 1,34,475 square feet) as per joint survey made by the Promoter and the Owner together with the structures then standing thereon, for the consideration and other terms and conditions mentioned therein;
 - (d) Pursuant to the aforesaid Agreement for Sale cum Development dated 26th March 2011, the Owner executed the Power of Attorney dated 22nd

June 2012, registered before the Sub-Registrar of Assurance at Kurla-4 under Serial No. KRL3-1189/2013 and nominated, constituted and appointed Promoter, through any of their directors as its true and lawful attorney to do various acts, deeds and actions in respect of the front portion of the Entire Land.

- B. The Promoter has converted the Entire Land from industrial to commercial user (which includes residential and commercial users).
- C. MCGM has approved the layout /amalgamation /sub-division plan vide their letter bearing no. CE/584/BPES/LOT dated 3rd May 2019 and terms and conditions of the layout have been registered vide no. KRL-4/4976/2019 dated 26th April 2019, whereby the Entire Land is been sub-divided into four plots as Sub Plot A, Sub Plot B, Sub Plot C, and Sub Plot D and road setback. One of the sub plots, that is, Sub Plot A (i.e. the land admeasuring approximately 15,350.76 Square Metres earmarked/shown for residential use/purpose on such layout plan) is the Project Land as described in the Second Schedule hereunder written and is being developed by the Promoter in the manner stated below;
- D. The Promoter has envisaged to develop the Project Land in multiple phases over a period of time, by constructing a complex thereon to be known as “**Kalpataru Elitus**” (“**Project**”), that is, the development and construction of the three (3) proposed multi-storied towers being:
 - (i) Tower-1 to be known as “Kalpataru Elitus A” proposed to have two basements, ground/stilt, 1st to 4th floor (podium and residential), 5th (podium, fitness centre and residential) and 6th up to 38th habitable floors;
 - (ii) Tower-2 to be known as “Kalpataru Elitus B” proposed to have two basements, ground/stilt, 1st to 4th floor (podium and residential), 5th (podium, fitness centre and residential) and 6th up to 38th habitable floors; and,
 - (iii) Tower-3 to be known as “Kalpataru Elitus C” proposed to have ground / stilt and up to 38th habitable floors;

Together with the Common Areas & Amenities and Limited Common Areas & Amenities including multi-level / mechanical parking spaces thereon. There are

residential apartments in the habitable floors of the towers in the Project, and in the podiums of Tower-1.

- E. The Promoter has registered the Project as a “real estate project” as defined in RERA with the Maharashtra Real Estate Regulatory Authority at Mumbai bearing MAHARERA Registration No. P51800023840. The photocopy of the MAHARERA Registration Certificate of the Project is annexed hereto and marked as **Annexure ‘D’**.
- F. The Promoter intends to sell and allot the Premises in the Project, on an “*ownership basis*” under the provisions of Applicable Law, from time to time, and/or the grant of leases, tenancies, licenses, and/or any other alienation or disposal of such Premises, as the Promoter deems fit, in its discretion.
- G. The Promoter has: (i) appointed the Project Architect and the Project Engineer in respect of the design and execution of the Project and has accepted their professional supervision till Project Completion, (ii) obtained the Certificate of Title, and (iii) obtained certain Approvals.
- H. The Allottee/s has / have approached, and applied to, the Promoter for the allotment to the Allottee/s, of the Apartment, with the use of the Parking Space/s as an amenity thereto. In this regard, the Allottee/s has / have demanded from the Promoter, and the Promoter has given to the Allottee/s, inspection of the documents and records relating to the Project Land, the Project as well as all Plans, Approvals and other documents as specified under RERA, as required to be disclosed. The Allottee/s has / have satisfied himself / herself / themselves / itself in respect thereof, including the title of the Owner and the Promoter to the Project Land and the right of the Promoter to develop the Project Land and the status thereof.
- I. Based upon the agreements, confirmations and undertakings of and applicable to the Allottee/s herein, including to observe, perform and comply with all terms, conditions and provisions of this Agreement, the Promoter has agreed to allot and sell the Apartment to the Allottee/s, strictly upon and subject to the terms, conditions and provisions hereof.
- J. Under the provisions of RERA and MOFA (as applicable), the Parties are required to execute an agreement for sale, being this Agreement, and to register the same under the provisions of the Registration Act, 1908.

Now It Is Hereby Agreed, By And Between The Parties As Follows: -

Article 1 - Definitions & Interpretation

1.1 Definitions

1.1.1 “Aggregate Payments” means all amounts, charges, deposits, interest, damages, liabilities, transfer charges, premiums, penalties, contributions including fund contributions and corpus, etc., including the Purchase Price, Interest, Liquidated Damages, Other Charges & Deposits, Other Reimbursements/Amounts Payable On Termination, and Taxes payable, agreed to be paid, and/or required to be paid by the Allottee/s herein and in relation to, and/or in pursuance of, the agreement for allotment and sale herein.

1.1.2 “Agreement” means this Agreement, including all recitals and schedules herein and all annexures hereto, and also includes any modification hereof reduced to writing and executed by the duly authorised representative/s of the Promoter and by the Allottee/s, which writing shall be expressed to be supplemental to, or as a modification or amendment of, this Agreement.

1.1.3 “Allottee/s Event of Default” includes the occurrence of all or any of the following events:

1.1.3.1 the Allottee/s delaying, or committing default in making, and/or failing, refusing, or neglecting, to make payment of any of the Aggregate Payments, or any part/s thereof on or before respective due dates; and/or

1.1.3.2 the Allottee/s committing any breach or default of, or not being in observance, performance, or compliance with any of the terms, conditions, covenants, undertakings, representations and/or warranties contained in this Agreement, and/or as given by him/her/them/it under this Agreement, and/or of any Approvals and/or Applicable Law, etc.; and/or

- 1.1.3.3 the Allottee/s has/have been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up or dissolved, as the case may be; and/or
- 1.1.3.4 the Allottee/s receiving any notice from Governmental Authority, and/or any foreign state or government, and/or any authorities of any foreign state or government, under any laws, rules, or regulations, and/or the Allottee/s involvement in any money laundering and/or illegal activity/ies, and/or the Allottee/s being declared to be proclaimed offender/s and/or a warrant being issued against him/her/them/it under any laws, rules, or regulations.
- 1.1.4 “Apartment” means the proposed residential dwelling unit in the Project described in **Annexure ‘E’** hereto, which is shown on the typical floor plan annexed hereto and marked as **Annexure ‘F-1’** and which is more particularly described in the **Third Schedule** hereto.
- 1.1.5 “Apartment Amenities” means the amenities, fixtures and fittings proposed to be provided in the Apartment, as listed in the Statement annexed hereto and marked as **Annexure ‘G’**.
- 1.1.6 “Applicable Law” includes all laws, municipal laws, bye-laws, rules, regulations, development control rules and regulations including the orders, judgments, decrees, ordinances, guidelines, notices, notifications, schemes, Government Resolutions (GRs) and directions, the Approvals, and the terms and conditions thereof, as may be issued, or imposed, or required, or mandated, in any manner by any Governmental Authority, or courts of law, or judicial or quasi-judicial bodies or authorities, and as are, or may be, in force from time to time, and/or applicable to the Project, and/or the Project Land, or any part/s thereof; all being of the Republic of India.
- 1.1.7 “Approvals” includes all approvals, permissions, sanctions, licenses, and no objection certificates/letters, by whatever name called, obtained, in the process of being obtained, and to be obtained, under Applicable Law, as the Promoter may consider necessary and expedient, and/or as required by any Governmental Authority, inter alia, in relation to the development of the Project and/or, inter alia, in relation to the Project Land, or any

part thereof, and includes specifically: (1) the Plans sanctioned in respect of the Project, and (2) the Intimation Of Disapproval and Commencement Certificate issued by the MCGM in respect of the Project, photocopies whereof are annexed hereto and marked **Annexures ‘H-1’** and **‘H-2’** respectively, together with all further development permissions, intimation of disapproval, commencement certificates and other approvals, permissions, sanctions, licenses, no objection letters/certificates, and together with renewals, extensions, revisions, amendments and modifications thereof, from time to time, as the Promoter may consider necessary and expedient, or for the betterment of the Project, in its discretion, and/or as required by the MCGM, and/or any Governmental Authority.

1.1.8 “Apex Body” means the corporate body, or association, or organization, or other entity, as may be formed and constituted by the Promoter, at its discretion, under any Applicable Law, having as its members and constituents all the Entity & Organization formed by the Promoter in respect of the Project.

1.1.9 “Booking Amount” means the earnest money/deposit/booking amount stated in **Annexure ‘I’** hereto and payable to the Promoter.

1.1.10 “Carpet Area (RERA)” means the proposed carpet area of the Apartment stated in the Statement annexed hereto at **Annexure ‘E’**, as presently determined on the basis of the net usable floor area of the Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment and is as per RERA.

1.1.11 “Certificate of Title” means the Title Search Report of _____dated _____, 20____ read with the Addendum dated _____, 20____ to Title Search Report dated _____, 20____ in respect of the Promoter’s rights and entitlements in respect of the Project Land, a photocopy whereof is annexed hereto and marked **Annexure ‘J-1’** and **J-2’**.

1.1.12 “Common Areas & Amenities” means the areas, amenities, utilities and facilities to be developed upon the Project Land, in phases, as a part of

the Project, which may be available with or without the utilization of the Development Potential of the Project Land, which are intended for the common use of, inter alia, the allottees, purchasers and occupants from time to time of the Premises in the Project, and more particularly described in **Part A** of the Statement annexed hereto and marked as **Annexure 'K'**. Common Areas & Amenities include basement, ground, podiums and stilts and other necessary amenities, but exclude Limited Common Areas & Amenities and vehicle parking spaces, other than open parking spaces.

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

1.1.14 “Construction Defects” means defects in the materials used in the construction of the Project which would result in the failure of a component part thereof or result in damage thereto; and shall always exclude: wear and tear, loss or damage due to a Force Majeure Event, minor changes/ cracks on account of any variation in temperature/weather, misuse, unauthorised or non-permitted alterations, renovations or repairs and loss or defect or damage caused by any act, omission, negligence, and/or failure to undertake proper and effective care and maintenance as a prudent person would, any defect or damage is found to have been caused due to the negligence of the Allottee/s or any other purchaser / allottees / occupants or his /her / their agents, and any structural defect/s caused or attributable to the Allottee/s including by carrying out structural or architectural changes from the original design attributes, demolition, dismantling, making openings, removing or re-

sizing the original structural framework, putting excess or heavy load, and/or using the Apartment other than for its intended purpose or such other reasons attributable to the Allottee/s.

1.1.15 “Corpus Fund/s” means the fund constituted or to be constituted for the maintenance of the Common Areas & Amenities, any other facilities/areas, to be held and/or maintained by the Apex Body and may also include the deposit/corpus funds as may be specified by any authority including by Ministry of Environment and Forests.

1.1.16 “Day” means the working day, in the State of Maharashtra as notified by State Government of Maharashtra from time to time.

1.1.17 “Date of Offer of Possession” means the date of the written communication to be addressed by the Promoter to the Allottee/s, under which the Promoter shall offer possession of the Apartment in terms of Article (6) herein below; which is currently estimated by the Promoter, to be the date stated in Annexure ‘E’ hereto, subject to Force Majeure Event.

1.1.18 “Development Potential” means the entire current, enhanced, future and estimated/projected/envisaged, FSI / FAR, premium / paid FSI, fungible FSI, incentive/additional/compensatory FSI, floating FSI, DR, TDR, and other development potential, benefits, potential, yield, and/or advantages, and/or as may be available on any account whatsoever, and/or any other rights and/or benefits of any nature whatsoever, and by whatever name called or may be, available, or acquired, under any Applicable Law, or otherwise howsoever including by way of hand over and/or transfer, to any Governmental Authority or other persons, of any or all of the reservations, amenity spaces, set-back areas or any other part/s of the Entire Land. The areas that will be available, with or without payment of any premium / charges, to be utilised in (a) the open/enclosed/dry/utility balconies and exclusive terraces, cupboard niche, (b) the Limited Common Areas & Amenities, (c) the Common Areas & Amenities, and (d) the vehicle parking spaces, are and will be in addition to the Development Potential of the Project Land.

1.1.19 “DR” means development rights.

1.1.20 “Entire Land” means the land admeasuring approximately 26,367.20 square meters, more particularly described in the First Schedule hereunder.

1.1.21 “Entity & Organisation” means a co-operative society under the Maharashtra Co-operative Societies Act 1960 (as amended from time to time), and/or any other entity, organisation, association, or body, referred to in, or permitted under, RERA. Presently it is contemplated by the Promoter that the Entity & Organisation to be formed and registered for Project shall be a co-operative society.

1.1.22 “FSI” or “FAR” means floor space index or floor area ratio.

1.1.23 “Force Majeure Event” includes any: (1) event or condition of force majeure, acts of God, wars, police actions, or hostilities (whether declared or not), invasions, acts of foreign enemies, rebellions, terrorism, revolutions, insurrections, military or usurped powers, civil wars / disturbance, riots, commotions, disorders, strikes, lockouts, munitions of war, explosive materials, ionization, radiation or contamination by radioactivity, epidemics / pandemics, and natural calamities / catastrophes such as, but not limited to, earthquakes, hurricanes, typhoons, volcanic activities or adverse climatic conditions, (2) breach, delay or default of the Allottee/s in complying with his / her / their / its obligations, duties and liabilities under this Agreement and/or the Applicable Law, (3) hindrance, interference, or obstruction, suffered by the Promoter, in relation to the Project Land, or any part thereof, and/or the development of the Project Land, and/or the Project, (4) claim, dispute, litigation, notice, order, prohibitory order, judgement, decree, rule, regulation, circular, notification or directive (including imposing of lockdown or curfew), and/or policies of, any Governmental Authority or other person/s, and/or terms and conditions of any Approvals, which affects the Project Land, and/or the development thereof, and/or the Project, and/or the Promoter, (5) delay or refusal in issue of any Approvals, including occupation certificate/s, as may be required in respect of any of the phases / towers of the Project, to be issued by any Governmental Authority, (6) supply chain disruptions, (7) shortages in supply or availability of construction materials (including sanitary ware, fixtures and fittings) or labour / workmen, (8) circumstances or conditions beyond the control of the Promoter, and (9) any other

circumstances that may be deemed reasonable by the Governmental Authority.

1.1.24 “Governmental Authority” means the Government of India, the State Government of Maharashtra, and any local or other government, and any ministry, department, agency, officer, commission, court, tribunal, judicial or quasi-judicial body or authority, statutory or public authority or body, or other body or person exercising executive, legislative, judicial, regulatory or administrative functions of a government; and includes the MCGM, the Collector of Mumbai, the City Survey Office, the Real Estate Regulatory Authority constituted by the State Government of Maharashtra under RERA, and any other concerned bodies or authorities.

1.1.25 “Holding Charges” means the separate/independent pre-estimated and fixed charges in addition to (and not in substitution of) Interest, calculated at the rate of Rupees One Hundred Only per square meter the Carpet Area (RERA) and open/enclosed/utility balcony area of the Apartment, per month.

1.1.26 “Indemnified Parties” means the Promoter, the Promoter Affiliates and the PMC, and their respective directors, partners, shareholders, constituents, representatives, officers, employees, servants, agents, and all persons claiming under them, and their respective successors and assigns.

1.1.27 “Informative Materials” means all advertisements, publicity, or promotions, of whatsoever nature in respect of the Project Land, and/or the Project, in any media, including print, and/or electronic, and/or digital media, and includes writings, brochures, leaflets, pamphlets, handouts, presentations, advertisements, oral or written representations, made and/or published, and/or generated by, or on behalf of, the Promoter, and any other such information or materials as may be made, or published by, or on behalf of the Promoter; and includes publicity reports and includes the show/ sample apartment(s)/unit(s) with fixtures, fittings and amenities etc. provided therein.

1.1.28 “Intellectual Property” means the word mark “*Kalpataru*” and any combination of words in which such name and word mark is used and

any word, name, device, symbol, logos, corporate names, insignia, emblems, work marks, slogan, design, brand, service mark, service names, trade name, trade dress, patents, circuit layouts, business and domain names, copyrights, other distinctive feature or any combination of the aforesaid, whether registered or unregistered, and used in connection with the businesses and activities of the Promoter and/or in respect of the Project Land and/or the developments and projects to be undertaken thereon from time to time (with all amendments, upgrades, additions or improvements thereto), and product configuration, industrial design, or trade secret law or any other laws with respect to designs, formulas, algorithms, procedures, methods, techniques, ideas, know-how, programs, subroutines, tools, inventions, creations, improvements, works of authorship, other similar materials and all recordings, graphs, designs, drawings, reports, analyses, other writings and any other embodiment of the foregoing, in any form whether or not specifically listed herein, which may subsist in any part of the world, for the full term of such rights, including any extension to the terms of such rights.

- 1.1.29 “Interest” means interest payable by the Allottee/s to the Promoter or by the Promoter to the Allottee/s, as the case may be, at the rate of two percent above the State Bank of India highest Marginal Cost of Lending Rate. Provided in case the State Bank of India Marginal Cost of Lending Rate is not in use then interest shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.
- 1.1.30 “Limited Common Areas & Amenities” means and includes, in respect of each of the towers in the Project, staircases, lifts, lobbies, and common passages on each floor/level, services ducts, refuge areas, fire evacuation device, entrance lobbies, and other necessary amenities, if any, which may be available with or without the utilization of the Development Potential of the Project Land. The Limited Common Areas & Amenities shall always exclude Common Areas & Amenities, vehicle parking spaces, independent areas and utility areas in the Project. The Limited Common Areas & Amenities in respect of the Project are more particularly described in **Part B** of the Statement annexed hereto and marked as **Annexure ‘K’**.

- 1.1.31 “Liquidated Damages” means the pre-estimated liquidated damages payable by the Allottee/s to the Promoter, which shall be equivalent to ten per-cent of the Purchase Price, which the Parties have considered, and mutually agreed, to be reasonable, and not as a penalty.
- 1.1.32 “MCGM” means the Municipal Corporation of Greater Mumbai.
- 1.1.33 “MOFA” means the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963.
- 1.1.34 “Other Charges & Deposits” means the charges and deposits referred to and stated in Article (3.4), as determined by the Promoter, in its discretion, be calculated, or based, on the Carpet Area (RERA) including open/enclosed/utility balconies of the Apartment, or as a fixed or lump sum charge, or otherwise on any other basis.
- 1.1.35 “Other Reimbursements/Amounts Payable On Termination” means the amounts payable by the Allottee/s to the Promoter, on the termination of this Agreement, which comprise of:
- (i) Interest on delayed payments, if any; together with
 - (ii) the brokerage/commission paid to estate agent/s in relation to the allotment of the Apartment; together with,
 - (iii) all costs, charges and expenses incurred by the Promoter for provision / installation in the Apartment of any extra or premium fixtures, fittings, etc., in place of or in addition to the standard fixtures, fittings, etc. to be provided therein, as may have been required by the Allottee/s; together with,
 - (iv) all costs, charges and expenses incurred by the Promoter for the white good/s, commodity/ies, gift/s, service/s or facility/ies, if provided free of cost, or at a concessional rate/price, as and by way of promotional activity or otherwise, to the Allottee/s; together with,
 - (v) all Taxes paid / payable; and together with,

(vi) all charges / fees / Pre EMIs / interest (by whatsoever name called), if any paid / required to be paid by the Promoter to banks or financial institutions or any other financiers, including any charges that may be paid / incurred / required to be paid by the Promoter under subvention scheme and/or any other scheme.

1.1.36 “Owner” refers to Schrader Duncan Limited, a company having its registered office at F33, Rajangaon MIDC Karegaon, Tal Shirur Pune-412209.

1.1.37 “Parties” means the Promoter and the Allottee/s and the term “Party” shall be construed accordingly.

1.1.38 “Parking Space/s” means the vehicle parking spaces referred to in the Statement annexed hereto at **Annexure ‘E’**, and in the **Third Schedule** hereunder written.

1.1.39 “Plans” means the plans, drawings and layout as currently approved and sanctioned by the MCGM and concerned Governmental Authority in respect of the Project Land, and includes plans, drawings and layouts as may, from time to time, be submitted by the Promoter in its discretion, in respect of the Project and/or parts thereof, and/or as may be sanctioned and approved from time to time in respect of the Project; together with any amendments, alterations, modifications, additions, extensions, renewals, etc. in respect thereof as the Promoter may consider necessary and expedient, in its discretion, and/or as may be required by any Governmental Authority.

1.1.40 “Premises” means an area, or space, designated by the Promoter, in its discretion, for residential, and/or commercial, and/or retail, and/or any other uses.

1.1.41 “Project” shall have the meaning assigned to it in Recital D of this Agreement.

1.1.42 “Project Architect” means any architect/s, registered with the council of architecture, or licensed surveyors registered with the local planning authority like MCGM, that have been appointed, from time to time, by the Promoter, in relation to the Project.

- 1.1.43 “Project Engineer” means any structural and/or civil engineers that have been engaged, from time to time, by the Promoter, in relation to the Project.
- 1.1.44 “Promoter Affiliates” means any company/ies, entity/ies, concern/s or person/s who/which is/are nominee/s of, and/or group, holding, or affiliate, or subsidiary company/ies, entity/ies, or concern/s, of the Promoter, and/or associated, or affiliated, with the Promoter by contract, or otherwise.
- 1.1.45 “Promoter’s Bank Account/s” means the bank account/s as may be designated and operated from time to time by the Promoter for payment and deposit by the Allottee/s of the Aggregate Payments, or any part/s thereof.
- 1.1.46 “Purchase Price” means the purchase price and consideration payable by the Allottee/s, as stated in **Annexure ‘E’** annexed hereto.
- 1.1.47 “PMC” means any entity/ies, or organisation/s, or agency/ies, or person/s, engaged and appointed, from time to time, by the Promoter, and/or Promoter Affiliates, in its/their discretion, for the management, and/or maintenance, and/or repairs, of the Project Land and/or Project and/or all or any of the the towers of the Project and/or the Common Areas & Amenities, or any of them.
- 1.1.48 “Project Completion” means full completion of the construction and development of the Project and the receipt of full occupation certificate/s and all other Approvals in respect of all the towers and structures in the Project from the MCGM by the Promoter.
- 1.1.49 “Project Land” means the land admeasuring approximately 15,350.76 square meters, more particularly described in the Second Schedule hereunder written and shown as Sub Plot A on the plan annexed hereto at **Annexure ‘B’**.
- 1.1.50 “Project R.G.” means the recreational ground to be provided upon the Project Land, for the use, inter alia, of the allottees, purchasers and occupants of Premises in the Project and which is nomenclated as

“**LOS**” as per the Development Control and Promotion Regulation 2034 (DCPR 2034).

1.1.51 “**RERA**” means the Real Estate (Regulation and Development) Act, 2016 and the rules made thereunder, including the applicable Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rate of Interest and Disclosures on Website) Rules, 2017 and such amendments, enactments, modification including orders, regulations, circulars and notifications issued by the Governmental Authority from time to time.

1.1.52 “**Taxes**” means all present, future, and enhanced taxes, imposts, dues, duties, impositions, fines, penalties, etc., by whatever name called, imposed/levied under any Applicable Law, and/or by Governmental Authority, attributable to, and/or in relation to, and/or arising from, and/or imposed or levied upon, the agreement for allotment and sale herein, and/or the Apartment, and/or the Parking Space/s, and/or this Agreement, and/or upon the Purchase Price and/or any or all of Interest, Liquidated Damages, Other Reimbursements / Amounts Payable On Termination, Other Charges & Deposits, together with all other amounts, charges, transfer charges, premiums, penalties, deposits, damages, liabilities, contributions including fund contributions and corpus, etc., as referred to herein, and agreed to be paid and/or required to be paid by the Allottee/s herein in relation to, and/or in pursuance of the Agreement for Allotment and Sale herein, and/or upon the Entity & Organisation to be formed, and/or in respect of the documents and writings to be executed in their favour, as contemplated herein, and/or otherwise; and includes service tax, Goods And Services Tax (GST), education tax/cess/charges, Value Added Tax (VAT), local body tax, property rates and taxes and cesses, stamp duty and registration charges, and any other taxes, imposts, interest, impositions, levies, or charges, in relation thereto, that is/are imposed or levied by any Governmental Authority.

1.1.53 “**TDR**” means transferable development rights.

1.1.54 “**TDS**” means tax deducted at source, under the Income Tax Act, 1961.

1.1.55 “**TDS Certificate**” means a certificate evidencing payment of TDS, presently in Form 16B under the Income Tax Act, 1961.

1.1.56 “Tower” means the tower of the Project in which the Apartment is situate which is proposed to be known as “Kalpataru Elitus _____” and which is shown as “Tower-_____” on the plan annexed hereto and marked as Annexure ‘B’ and is reflected as “Tower-_____” in the details provided by the Promoter, on the MAHARERA website and is shown as “Tower _____” in the Approvals.

1.2 The recitals, schedules and annexures in and to this Agreement form an integral part of this Agreement, and in the interpretation of this Agreement and in all matters relating to the agreement herein, this Agreement shall be read and construed in its entirety.

1.3 In this Agreement:

1.3.1 unless the subject or context otherwise requires, reference to the word “*include*”, “*includes*” or “*including*” shall be construed as without limitation;

1.3.2 reference to the terms “*herein*”, “*hereto*”, “*hereof*”, or “*thereof*”, and any other similar terms refer to this Agreement and not to the particular provision in which the term is used, unless the subject or context otherwise requires;

1.3.3 reference to any one gender, masculine, feminine, or neutral, includes the other two, and the singular includes the plural and vice versa, unless the subject or context otherwise requires;

1.3.4 reference to an “*amendment*” includes a supplement, modification, novation, replacement, or re-enactment, and the term “*amended*” is to be construed accordingly unless the subject or context otherwise requires;

1.3.5 bold typeface, headings and titles are used for convenience of reference only and shall not affect the construction of this Agreement, and/or limit, extend, or define any of the terms, conditions and provisions hereof;

1.3.6 when any number of Days is prescribed in any document, the same shall be reckoned exclusively of the first and inclusively of the last Day;

- 1.3.7 wherever the Allottee/s has / have confirmed, and/or accepted, and/or acknowledged, and/or agreed to, and/or given any undertaking in respect of, any act, deed, matter, thing, item, action, or term or provision of this Agreement, the same means, and shall be deemed to mean, the irrevocable and unconditional confirmation, acceptance, acknowledgement, agreement, undertaking, declaration, representation and warranty on the part of the Allottee/s, in respect of, and/or in relation, to such act, deed, matter, thing, item, action, or provision;
- 1.3.8 wherever reference is made to “*allottees*” in this Agreement the same means, and shall be deemed to mean, the respective heirs, executors, administrators, successors, and assigns, as the case may be of such “*allottees*”;
- 1.3.9 wherever reference is made to the “*discretion of the Promoter*”, or “*Promoter’s discretion*”, and any grammatical variations thereof, the same means, and shall be deemed to mean, the sole, absolute and unfettered discretion of the Promoter, which irrevocably binds the Allottee/s and all other concerned persons, and which shall not be called into question, and/or challenged, and/or disputed in any manner, on any grounds whatsoever, by the Allottee/s and all concerned persons;
- 1.3.10 wherever reference is made to the “*entitlement*” of the Promoter, and/or the Promoter being “*entitled*”, and any grammatical variations thereof, the same means, and shall be deemed to mean, the full complete, absolute, exclusive and unfettered entitlement and liberty of the Promoter in its sole discretion, over, and/or in relation, to the act, deed, matter, or thing in question;
- 1.3.11 time is of the essence in respect of the performance by the Allottee/s of all his / her / their / its obligations, including financial obligations. If any time period specified herein is extended in writing by the Promoter in its discretion, such extended time period shall also be of the essence;
- 1.3.12 all Aggregate Payments shall be paid by the Allottee/s on or before the due dates for payment thereof, and/or as demanded by the Promoter, without any delay, demur, default, dispute, or deduction, whatsoever;

1.3.13 references to recitals, articles, clauses, schedules and annexures shall be reference to the recitals, articles, clauses, schedules and annexures contained in, or annexed to, this Agreement, as the case may be;

1.3.14 references to laws, rules or regulations, or to any provision/s thereof, shall include references to any such law, rules and regulations as they may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation, including rules or regulations, made from time to time under that provision.

ARTICLE 2 – AGREEMENT FOR ALLOTMENT & SALE

2.1 Subject to and upon the terms, conditions and provisions hereof, including payment by the Allottee/s of the Aggregate Payments, the Promoter hereby agree/s to allot and sell to the Allottee/s, and the Allottee/s hereby agree/s to purchase and acquire from the Promoter, on what is commonly known as “ownership basis” in terms of the Applicable Law, the Apartment described in in Annexure ‘E’ and in the Third Schedule hereto. The typical floor plan showing the Apartment is annexed and marked as **Annexure ‘F-1’** and the plan depicting the various areas of the Apartment is annexed hereto and marked **Annexure ‘F-2’**.

2.2 Apartment Amenities

2.2.1 The Allottee/s shall have the use, as an amenity attached to the Apartment, of the Parking Space/s, in terms of this Agreement, for the limited and restricted purpose of parking his / her / their / its two-wheeler or four-wheeler (light) motor vehicle/s, and for no other purpose whatsoever. The location and the designated number of the Parking Space/s will be determined by the Promoter and notified (in writing) to the Allottee/s on or before the Date Of Offer Of Possession.

2.2.2 The Promoter shall install and/or provide the Apartment Amenities listed in the Statement annexed hereto and marked **Annexure ‘G’**, in, and/or in respect of, and/or in relation to, the Apartment.

2.3 Common Areas & Amenities and Limited Common Areas & Amenities

The nature, extent and description of the Common Areas & Amenities and Limited Common Areas & Amenities are set forth in Part A and Part B

respectively of the Statement annexed hereto at **Annexure ‘K’**, which will be completed and/or available on or before the Project Completion.

2.4 The Allottee/s has / have been informed and is / are aware that:

2.4.1 all natural materials that are to be installed in the Project and/or the Apartment, and/or that form a part of the Apartment Amenities, including, marble, granite, natural timber etc., contain veins and grains with tonality differences, and their non-conformity, natural discoloration, or tonal differences/variations at the time of installation will be unavoidable; and,

2.4.2 the warranties of equipment, machinery and various other amenities, infrastructure and facilities installed by the Promoter in the Project and/or the Apartment shall have standard warranties provided by the manufacturer only and accordingly any defect in any such amenities, infrastructure, facilities, equipment, appliances, electronic items, etc., and/or the installation thereof, shall be rectified solely in accordance with the warranties provided by the system / equipment installer / manufacturer, and it is agreed and acknowledged that, beyond manufacturer warranties, comprehensive / non-comprehensive annual maintenance contracts shall be obtained by the Allottee/s or allottees and/or Entity & Organisation and/or Apex Body, as the case may be; and,

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

ARTICLE 3 - PURCHASE PRICE

3.1 (a) The Allottee/s agree/s and undertake/s to pay to the Promoter, the Purchase Price in installments, strictly in accordance with the schedule of payment in the Statement annexed hereto and marked as Annexure ‘I’, and in terms of this

Article (3), or within fifteen (15) Days from the date of a written demand being made by the Promoter, as directed by it. All payments shall be made by cheques, and/or pay orders, and/or demand drafts, drawn in favour of the Promoter, or if directed by the Promoter, in its discretion, by direct bank transfer/RTGS deposited by the Allottee/s in the Promoter's Bank Account, along with the applicable Taxes thereon, subject to deduction of applicable TDS. The applicable TDS shall be deducted by the Allottee/s at the time of making payments of all amounts to be paid to the Promoter (in installments or otherwise) and remitted in the government account in accordance with the provisions of Income Tax Act, 1961.

(b) The Allottee/s agree/s and undertake/s to deliver to the Promoter, an original TDS Certificate, by the expiry of seven (7) Days from the date of each payment of TDS made by the Allottee/s. Without prejudice to non-payment of TDS, and/or the non-delivery of TDS Certificate/s as aforesaid, being an Allottee/s Event of Default, the Allottee/s shall be liable to deposit with the Promoter, an amount equivalent to the unpaid TDS along with Interest, on or before taking possession of the Apartment. On the Allottee/s producing the TDS Certificate/s and the Promoter receiving the credit for the TDS the deposit amount shall be refunded after deducting Interest therefrom in respect of for the period of delay in payment of TDS by the Allottee/s to the Government.

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

3.3 The Allottee/s further confirm/s that he / she / they / it has / have voluntarily and willingly paid the Booking Amount and other installments of the Purchase Price to the Promoter on or prior to the execution of this Agreement.

3.4 Other Charges & Deposits:

3.4.1 The Allottee/s shall, in addition to the Purchase Price, be liable to bear, pay and discharge, no later than fifteen (15) Days from the Date of Offer of Possession, the Other Charges & Deposits, as under:

Sr.No		Particulars
1	(a)	Share Money
2	(a)	Entity & Organisation Formation charges
	(b)	Legal Documentation charges
	(c)	Outgoings For One Year In Advance Excluding property tax
	(d)	Electric Meter Supply & Connection charges
	(e)	Water Supply Connection charges
	(f)	Infrastructure Development charges
	(g)	Gas supply and meter charges
	(e)	Charges for EMP (as per MOEF Requirement)
3	(a)	Refundable Deposit for Interior Works

The amounts of the Other Charges & Deposits have been separately agreed, recorded in writing, signed by the Allottee/s and shall form part of this Agreement and the same are non-refundable.

3.4.2 Within thirty (30) Days from the Date of Offer of Possession (whether or not the Allottee/s has / have taken possession of the Apartment or not), or from the date that the Allottee/s takes possession of the Apartment, whichever is earlier, the Allottee/s shall be continuously bound and liable to bear and pay in respect of the Apartment, his / her / their / its share of the outgoings, maintenance charges, comprising of general maintenance, property taxes, non-agricultural taxes, rates, taxes, cesses, assessments, insurance premia, parking maintenance charges, costs for running generator, costs charges and expenses of cleaning and lighting the passages, landings, staircases, costs of maintenance, management and upkeep of Common Areas & Amenities and Limited Common Areas & Amenities, and operation and maintenance and repairs of lifts, water pumps, utility charges, salaries of all staff including managers, security, sweepers, liftmen, gardeners and such other charges expenses necessary or incidental for maintenance and upkeep of the Project and other charges and levies of like nature, payable in respect of the Project

and the Apartment, to all Governmental Authority and/or any private bodies, the PMC, security agencies, house-keeping agencies, and other persons. For the purpose of payment of maintenance charges, in common with other allottees/purchaser of the Project, the same shall be in proportion to the Carpet Area (RERA) and open/enclosed/utility balconies of the Apartment to the total carpet areas and open/enclosed/utility balconies of all the apartments/units in the Project.

3.4.3 The Promoter shall raise periodic bills upon the Allottee/s in respect of his / her / their /its share of the charges & deposits (as referred to in Article 3.4.2) in advance for each month from the date of receipt of the occupation certificate/s in respect of the Apartment and/or Tower or any part thereof, and the Allottee/s shall duly pay and discharge the same regularly within seven (7) Days of the date of the bill/invoice in respect thereof.

3.4.4 The Promoter shall maintain a separate account in its books only in respect of the contribution/payments received under Sr. No. 1 of the Table of Article (3.4.1) above. The said amounts referred to in Sr. No. 1(a) of the Table of Article (3.4.1) shall be retained by the Promoter until the formation of the Entity & Organisation and hand over of the Project in terms of this Agreement. The Promoter shall be liable to render account of such amounts only to the Entity & Organisation and not individually to any persons, including the Allottee/s, at any time.

3.4.5 (i) The Promoter shall be entitled to constitute Corpus Fund/s at any time prior to the handover of the entire Project to the Apex Body. The Allottee/s shall pay and contribute his / her / their / its share of such Corpus Fund/s before taking possession of the Apartment and within the stipulated time frame determined by the Promoter.

(ii) The Corpus Fund/s shall not carry any interest and shall be retained by the Promoter until the formation and registration of the Apex Body and shall be dealt with as provided in this Agreement. It is further clarified that the Promoter shall be liable to render account in respect of the Corpus Fund/s only to the Apex Body, and not individually to any persons, including the Allottee/s, at any time. The Corpus Fund/s is nonrefundable.

(iii) The Promoter shall be entitled to deploy/invest the Corpus Fund/s (less aggregate payments payable to the Promoter and/or the PMC), in fixed deposits and/or any other investment schemes for an appropriate period as may be determined by the Promoter in its discretion, and shall have the benefit of accretion and the credit of tax deducted at source (TDS) in respect thereof, if and as applicable.

(iv) If the Corpus Fund is collected by the Promoter and if at any time prior to the handover of the Project, the actual charges and expenses required to be made for the outgoings, maintenance and upkeep the Common Areas & Amenities (including the fitness center therein) and other facilities/areas to be maintained by Entity & Organisation or the Apex Body (as the case may be) to be formed in the manner stated in Article (11) of this Agreement then the same will be adjusted in the following manner: (a) against the accretions of the Corpus Fund/s and for deficit/additional amount, if any, Promoter shall raise bills periodically to all the allottees/purchasers of the Premises in the Project and if the allottees/purchasers of the Premises in the Project fails to pay, the same shall be adjusted from the Corpus Fund/s; and (b) if the Corpus Fund/s is exhausted, then Promoter shall raise bills periodically to the allottees/purchasers of the Premises in the Project. The Allottee/s shall, no later than seven (7) Days from the date of bill/invoice raised by the Promoter, pay the dues to Promoter.

3.4.6 The Promoter shall be entitled, in its discretion, to appropriate and/or adjust monies held for one purpose and/or on one account, against any liabilities due and payable herein by the Allottee/s for any other purpose/s and/or on any other account.

3.4.7 The Promoter shall, in the interest of the Allottee/s and/or the Project, take decisions regarding management and allocation of funds/monies, and the type, mode, quality of services to be provided, in respect of the Project, and the management and administration thereof;

3.4.8 The Allottee/s agree/s that until the formation and registration of the Entity & Organisation and the execution of the Deed/s of Transfer in its favour as provided in Article (11), the Promoter, and/or any persons engaged by it, including the PMC shall maintain, manage and secure the Project and all/any components and parts thereof. During such time, the

Allottee/s shall pay, and the Promoter and/or the PMC shall collect, all contributions towards maintenance charges, outgoings and other charges.

ARTICLE 4 - DEVELOPMENT: PROMOTER'S RIGHTS & ENTITLEMENTS

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

4.1.1 The Promoter may make minor additions or alterations as may be required by the Allottee/s, or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended by authorized architect and/or Project Engineer and will be intimated to the Allottee/s.

4.1.2 The Promoter may, for the purpose of clarity, and/or for maintaining correctness thereof, and/or to comply with Applicable Law, alter the terms and conditions of any agreements for allotment and sales, in respect of the Premises in the Project.

4.1.3 The Promoter has the right, in the Promoter's discretion, to receive, collect to itself, appropriate, apply and utilise the entire consideration/purchase price received from the allottees/purchasers of the Premises in the Project.

4.1.4 The Promoter estimates the date of Project Completion to be on or before _____, 202____ subject to Force Majeure Event.

4.1.5 The Project is, and shall be, undertaken and implemented, by the Promoter as it deems fit, in its discretion, on or before Project Completion subject to Force Majeure Event. No persons or parties, including Allottee/s and Entity & Organisation or Apex Body, shall interfere, obstruct or in any manner deal with any matters relating to the Project.

- 4.1.6 The Promoter contemplates that an overall Development Potential to be up to approximately _____ square meters shall, or may, arise out of, and/or be attributable to, and/or be utilisable upon the Project Land. If any part/portion of the Development Potential of the Project Land is not utilised in the Project for any reason whatsoever, then the Promoter shall utilize such balance/unutilized Development Potential of the Project Land in new phase(s)/project(s) in any part of the Entire Land.
- 4.1.7 If the Project R.G. is more than as required under Applicable Law, then Promoter reserves right to amend the Plans and to provide the recreation ground to the extent it is required in compliance with Applicable Law.
- 4.1.8 The Governmental Authority has set out, and may set out, any terms, conditions and restrictions which may apply to, and have to be complied with, by the Promoter, and/or the purchasers and allottees of Premises in the Project.
- 4.1.9 The Promoter shall be entitled in its discretion as it deems fit to allocate and distribute all vehicle parking spaces in respect of the Project. It is clarified that the vehicle parking spaces means the two-wheeler and four-wheeler (light) motor vehicle/s parking spaces excluding bicycle parking spaces;
- 4.1.10 The Promoter shall, for betterment thereof and/or for quality control purposes and/or due to non-availability or short supply of any of the Apartment Amenities and/or Common Areas & Amenities and/or Limited Common Areas & Amenities and/or materials or items used, or comprised therein, may alter, amend, or substitute the same, and/or materials or items of a similar nature may be provided thereof.
- 4.1.11 The Promoter may in its absolute discretion, at any time, reduce the number of habitable floors in all or any of the towers in the Project depending on the Approvals obtained by the Promoter.
- 4.1.12 Without prejudice to the generality of the foregoing provisions, the Promoter shall in its discretion, inter alia, be entitled to:

- 4.1.12.1 make any variations, alterations, amendments, or deletions, in respect of the layout and planning of the Project or any of the towers thereof;
- 4.1.12.2 club, amalgamate, or sub-divide any parts or portion of the Project Land, into one layout, and/or separate, or combined layout/s, and/or in respect of any of the balance towers of the Project (excluding the Tower in which the Apartment is situate), and to do, execute and perform all acts, deeds, matters and things in relation thereto;
- 4.1.12.3 designate, allocate, reserve and/or relocate, realign, modify, and amend from time to time, any Common Areas & Amenities, Limited Common Areas & Amenities, Project R.G., vehicle parking spaces in respect of Project including Project and/or any part thereof, including in pursuance of Applicable Law, and/or by virtue of any approvals, and/or as may be required by the Governmental Authority;
- 4.1.12.4 direct, designate, hold and control all infrastructure facilities, including public space advertising and all promotional signage, hoarding, and all other nature of signage whatsoever, and designate and allocate any Premises, areas, and spaces, upon or in the Project Land to any persons, including third party service providers, and/or Promoter Affiliates, for the purpose of facilitating the provision and proper maintenance of utility services including without limitation, electricity, water and telecommunication related services;
- 4.1.12.5 allot and/or grant on lease or otherwise howsoever any areas or spaces in the Project Land, and/or Project, to utility service providers including electrical, telecommunication, gas etc. service provider/supplier or any Governmental Authority;
- 4.1.12.6 hand over and/or transfer any part/s or portion/s of the Project Land, to any persons, parties, government, or statutory authorities, or bodies, with or without any development or construction thereon, in accordance with Applicable Law, and/or any Approvals and/or develop/transfer or otherwise dispose-of

any and all areas/parts of the Project Land/Project previously affected by the reservations and/or as the case may be, and/or develop such further or additional reservations as may be imposed or applied, in the Promoter's discretion;

4.1.12.7 continue to retain all rights, powers, authorities, control and ownership over all undeveloped part/s and/or portion/s of the Project Land and/or unutilized Development Potential of the Project Land and/or such part/s of the Project as the Promoter deems fit, in its discretion, with the irrevocable, full, complete and unfettered right, power, authority and discretion to own, hold, deal with, develop, and encumber the same, including to complete developments and ongoing developments thereof, or otherwise howsoever. The Deed/s of Transfer that shall be executed in favour of the single Entity & Organisation formed for the entire Project or Apex Body, as referred to in Article (11), shall exclude all such part/s and/or portion/s of the Project Land, and/or reserve the aforesaid rights, powers and authorities of the Promoter over the same, as the Promoter deems fit in its discretion.

4.2 Allottee/s's Confirmations

The Allottee/s hereby confirm/s personally and as a prospective member/s of the applicable Entity & Organisation, as follows, which are and shall always be the essence of this Agreement, that is:

4.2.1 all the matters, and the rights, powers, authorities, discretions, and entitlements of the Promoter, as recorded and contained in this Agreement including this Article (4), and the Promoter's intent and desire in respect of the Project Land and the developments thereof;

4.2.2 the Allottee/s has/have, and shall have no right now or in future, to make, or raise, any objection to the rights, powers, authorities, discretions and entitlements of the Promoter as contained in this Agreement including this Article (4), and no consent or permission in that regard shall be required to be obtained or given by them;

4.2.3 the Allottee/s shall not object to, hinder, obstruct or interfere with the Promoter exercising its rights and powers herein or any grounds.

ARTICLE 5-TAXES

- 5.1 All Taxes, shall be borne, paid and discharged by the Allottee/s alone, as and when the same are required to be paid and/or as and when demanded by the Promoter and the Promoter shall never have any liability or obligation in respect thereof.
- 5.2 The Allottee/s shall pay all Taxes as and when they are levied, charged, and/or become due and payable. If any Taxes (whether retrospective, or prospective, in nature) arise hereafter, including after the Date of Offer of Possession, the Allottee/s shall be solely liable to pay or reimburse (as directed by the Promoter in its discretion) such Taxes including any interest and/or penalties and/or other amounts, charges and costs, if any, in respect thereof within fifteen (15) Days from the date of written demand made on the Allottee/s by the Promoter.
- 5.3 The Allottee/s shall fully indemnify and keep indemnified and saved harmless the Indemnified Parties in respect of the matters stated above and in respect of the non-payment or delayed payment, of the Taxes referred to above.

ARTICLE 6 – POSSESSION: DEFECT RECTIFICATION

- 6.1 Subject to the provisions of this Article (6), the Promoter shall endeavour to offer possession of the Apartment, to the Allottee/s, on, or by, the Date of Offer of Possession.
- 6.2 The Promoter may however, if feasible, endeavor (without being obliged) to offer possession of the Apartment to the Allottee/s on or before _____, 20_____ (“**Early Date**”).
- 6.3 The Promoter shall, at the Promoter’s discretion, address a communication (in writing) to the Allottee/s offering an inspection of the Apartment, on a specific date and time fixed by the Promoter. The Allottee/s shall thereupon be bound and liable to undertake such inspection along with the Project Architect and/or Project Engineer (or their authorized representatives), and to satisfy himself / herself / themselves / itself that the Apartment has been constructed as per the Approvals and the Apartment Amenities have been provided as per this Agreement. If, during the course of such inspection, the Allottee/s points out to the Project Architect and/or Project Engineer any defects or deficiencies in respect of the Apartment, the Project Architect shall, if such objection/s raised by the Allottee/s is/are valid, enter the same, upon an inspection sheet which

shall be signed by the Allottee/s and the Project Architect and/or Project Engineer. Thereupon the Promoter shall endeavour to rectify and remedy such defects or deficiencies. Other than the defects or deficiencies entered upon the inspection sheet, the Promoter shall not be liable to make good remedy or rectify any other defects or deficiencies. Notwithstanding anything to the contrary stated hereinabove, if the Allottee/s fails to attend the inspection he/she/they/it shall be deemed to have fully accepted the construction, state and condition of the Apartment and shall not be entitled to raise any objection, dispute or difference whatsoever in respect thereof.

6.4 The Allottee/s shall, no later than fifteen (15) Days from the Date of Offer of Possession, make payment of all the then balance/remaining Aggregate Payments and complete all formalities in respect thereof, including: (a) executing a declaration - cum - undertaking in terms of a draft prepared by the Promoter, and (b) paying a security deposit for interior works (as determined by the Promoter), which shall be adjusted towards the actual cost of remedying any loss or damage caused and for the electricity, water, utilities, debris removal and other direct expenses that may be incurred by the Promoter in relation to the Apartment. Without prejudice to the above, the Allottee/s shall be liable to comply with all his / her / their / its obligations under this Article (6) and take possession of the Apartment no later than thirty (30) Days from the Date of Offer of Possession, failing which the Allottee/s shall be solely responsible/liable for all loss or damage that may be suffered by the Promoter on account of such Allottee/s Event of Default.

6.5 The Allottee/s: (i) shall ensure that on or after taking possession of the Apartment, his / her / their / its interior works in the Apartment do not prejudice, affect or hinder in any manner the efforts and actions of the Promoter to obtain the balance/remaining Approvals in respect of the Project, and (ii) undertake/s not to cause any damage to the Apartment and/or the Project or any part of thereof, and in the event any damage is caused, the Allottee/s agree/s and undertake/s to reimburse the Promoter all costs related to the remediation and rectification thereof. The Allottee/s also accept/s acknowledge/s that as on the Date of Offer of Possession, the construction works in the Apartment shall have been completed, but that there shall, or may, be project development and construction works ongoing at such time, in relation to the part of the Project and/or the Project including in respect of the Common Areas & Amenities and other miscellaneous development and construction works in the Project.

- 6.6 If the Date of Offer of Possession has occurred and the Allottee/s has/have not complied with any of his / her / their / its obligations under this Agreement, including this Article (6), and/or the Allottee/s refuse/s to take possession of the Apartment, then the same shall be an Allottee/s Event of Default. Without prejudice to its right of termination in such a case, the Promoter may, in its discretion, condone the delay, and/or default, by the Allottee/s on the condition that the Allottee/s shall, in addition to all its other liabilities and obligations herein, including payment of all Aggregate Payments, bear and pay to the Promoter the Holding Charges and other charges to upkeep the Apartment after the expiry of two months from the Date of Offer of Possession or on such dates and at such intervals as the Promoter directs, till the Allottee/s is/are in full compliance with its obligations under this Agreement, including this Article (6).
- 6.7 The Allottee/s agree/s and confirm/s that there could be variation in the Carpet Area (RERA) of the completed Apartment on measurement thereof, to the extent of three per-cent of the Apartment as a result of construction/execution/finishing or measurement variances, etc. The Allottee/s accept/s the same and agrees that he/she/they/it shall not claim any adjustment, or reduction, in the Purchase Price on account of such variation (if any). However, if the Carpet Area (RERA) of the constructed Apartment increases or decreases over and above the variation/tolerance referred above, the Purchase Price shall vary accordingly, that is: (i) if there is a reduction, the amount reduced shall be adjusted by Promoter at the time of offering possession of the Apartment, and (ii) if there is an increase, then the increased amount shall be payable by Allottee/s to the Promoter prior to taking possession of the Apartment. It is clarified that the payments to be made by the Promoter/Allottee/s, as the case may be, under this Article (6), shall be made at the same rate per square meter on pro-rate/proportionate basis.
- 6.8 The Allottee/s confirm/s that if and when he/she/they/it is/are permitted to enter upon the Apartment, after the Date of Offer of Possession, the Allottee/s shall have and/or be deemed to have taken full, complete and detailed inspection thereof and approved the same in all respects and it shall be deemed to have been completed in all respects in accordance with the terms and conditions of this Agreement and consequently, the Promoter shall be discharged from its liabilities, responsibilities and obligations with regard to the same.
- 6.9 If, on, or prior to, the Date of Offer of Possession, there are any Aggregate Payments that are due and payable by the Allottee/s, and/or there are any other

obligations herein of the Allottee/s to be performed, the Allottee/s shall be entitled to possession of the Apartment and the use of the Parking Space/s as aforesaid, only upon he/she/they/it having made all payment thereof to the Promoter and/or complied with such obligation.

- 6.10 Notwithstanding anything to the contrary in this Agreement the Promoter shall always be entitled, in its discretion to complete any part/portion or floor or towers of the Project and apply for and obtain part occupation certificate/s thereof, whereby, on the Date of Offer of Possession, the Allottee/s shall be obliged, and undertake/s, to take possession of the Apartment for occupation on the basis of such occupation/part occupation certificate which relates to the Apartment. Thereafter, the Promoter shall, without any hindrance or objection by the Allottee/s, be entitled to carry out by itself or through its contractors or otherwise all remaining development and work in respect of the Project.
- 6.11 The Promoter has notified the Allottee/s and the Allottee/s is/are aware that the Common Areas & Amenities are to be shared by all allottees and purchasers of Premises in the Project, and that the same will be completed on or before the Project Completion subject to Force Majeure Event, whereby the amenities and facilities comprised therein shall or may not be available for use or enjoyment till such time.
- 6.12 The Promoter shall endeavor to take all such steps and precautions necessary to achieve construction, completion as contemplated herein. However, if on account of Force Majeure Event, there is any delay or anticipated delay in the Date of Offer of Possession, then the Promoter shall not be responsible or liable in any manner, and the same shall both automatically and forthwith stand extended for a period that is equivalent to the period that the Force Majeure Event continues and has continued and an additional period of thirty (30) Days thereafter; for remobilization, in which case, the Date of Offer of Possession shall automatically stand revised to and substituted by the revised Date of Offer of Possession as communicated by the Promoter. The Allottee/s shall not object, raise any disputes, and/or protest, and/or hold the Promoter liable for the aforesaid delay and extension of time, and shall not be entitled to, and shall not, make, or raise, any claim, for any damages, compensation, reimbursement of expenses or any other payments.
- 6.13 If there is a delay or extension of the Date of Offer of Possession, excluding on account of any Force Majeure Event, then the sole remedy of the Allottee/s, on

being notified (in writing) by the Promoter of the same, shall be to either: (i) continue with this Agreement, and accept the revised/extended Date of Offer of Possession as estimated and decided by the Promoter in its discretion, or (ii) to terminate this Agreement by giving a written notice to the Promoter; provided that the aforesaid right of termination shall be exercised by the Allottee/s by addressing and delivering to the Promoter the aforesaid written notice no later than fifteen (15) Days from being notified in writing by the Promoter, as aforesaid, of such delay, failing which the Allottee/s shall have deemed to have irrevocably opted and elected to continue with this Agreement, and shall be deemed to have waived his / her / their / its aforesaid option to terminate this Agreement, and shall be deemed to have accepted, all future revisions/extensions of the Date of Offer of Possession, from time to time, without any liability or obligation whatsoever on the part of the Promoter.

6.14 If the Allottee/s has/have opted to terminate this Agreement, and has terminated the same in strict accordance with Article (6.13) hereinabove, then the Promoter shall refund to the Allottee/s the Purchase Price installments, received and realised by the Promoter together with Interest from the date such payments were received and realized by the Promoter after deducting (i) Taxes paid / payable and (ii) Interest payable by the Allottee/s on delayed payments, if any. In a situation of termination other than by virtue of Force Majeure Event, the Promoter shall additionally pay a one-time fixed pre-estimated liquidated damages of Rupees One Hundred Only per square meter of the Carpet Area (RERA) of the Apartment (which the Parties consider to be reasonable, and not as a penalty), but no other penalties, damages or liabilities. Upon such termination, the Allottee/s shall be bound and liable to execute and register a Deed of Cancellation (in terms of a draft prepared by the Promoter) recording such termination and cancellation of this Agreement, however the date of the Allottee/s aforesaid notice of termination shall be and be deemed to be the date on which this Agreement has stood terminated and cancelled. The aforesaid amounts shall be refunded/paid within thirty (30) Days from the execution and registration of the Deed of Cancellation by the Allottee/s.

6.15 Subject to the Allottee/s having complied with his / her / their / its obligations under this Agreement, including this Article (6), if within a period of sixty (60) months from the Date of Offer of Possession, the Allottee/s brings to the notice of the Promoter, any Construction Defects in the Apartment, the same shall be rectified/repared by the Promoter at its own costs, or if the Promoter is of the view and opinion, in its discretion that it is not feasible or practicable to

rectify/repair the same, then at its discretion the Promoter shall pay to the Allottee/s, reasonable compensation equivalent solely to the estimated cost of rectifying the Construction Defects in the Apartment, which shall be determined by the Project Architect and/or Project Engineer, in its/their sole and absolute discretion, and which determination shall be final and binding upon the Parties.

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

ARTICLE 7 - RECREATIONAL FACILITIES IN THE PROJECT

- 7.1 The Common Areas & Amenities, as currently planned include Project R.G., a proposed fitness center commonly known as a “club house”, and certain recreational facilities for the benefit of all allottees, purchasers and occupiers of the Premises in the Project. Subject to the Allottee/s complying with, observing and performing all the terms, conditions and provisions of this Agreement, including making payment of the Aggregate Payments, the Allottee/s will be entitled to apply for and take up membership of such fitness center, and after Project Completion subject to Force Majeure Event, the Allottee/s may access, use, and enjoy the same, in respect of which the Allottee/s will be liable to comply with the terms and conditions, and make payment of the fees and charges as may be decided by the Promoter.
- 7.2 The Promoter has informed the Allottee/s of the following facts, matters and circumstances that shall pertain to the fitness center and recreational facilities, which the Allottee/s has/have fully accepted, agreed and confirmed that is:
- 7.2.1 The fitness center and recreational facilities shall be constructed and shall have the equipment, infrastructure, amenities and facilities as the Promoter deems fit, in its discretion;

- 7.2.2 The use, benefit and enjoyment of the fitness center and recreational facilities shall be, inter alia, for various allottees, purchasers and occupiers of the Premises in the Project (collectively, “**Users**”);
- 7.2.3 The management and operations of the fitness center and recreational facilities shall, until handed over by the Promoter jointly to the Apex Body formed and constituted by the Promoter in respect of the Project, shall be under the sole, exclusive and absolute control of the Promoter, and/or the PMC (if appointed by the Promoter), who shall be entitled to inter alia, frame, and implement, the aforesaid rules and regulations in respect thereof;
- 7.2.4 The entitlement to use the fitness center and recreational facilities is and shall be personal to the Allottee/s, and is not transferable or assignable in any manner; provided that on the completion of any permitted sale and transfer of the Apartment by the Allottee/s or their assigns, to any persons (“**Premises Transferees**”), the Premises Transferees shall solely be entitled to use and enjoy the fitness center and recreational facilities in the place and stead of the Allottee/s (who shall automatically and forthwith cease to be entitled to access, and enjoy the same), subject to the Premises Transferees making the necessary applications for membership and completing all formalities as may be required of them, at such time. Under no circumstances, shall the Allottee/s or any Premises Transferees be entitled to use, enjoy or access the fitness center and recreational facilities after he/she/they/it have sold and transferred the Apartment;
- 7.2.5 There may be recreational, social and other related events, performances, activities, parties, gatherings, etc. held in the fitness center, and/or in the recreational facilities during the day or night, by the Promoter, and/or the PMC, and/or the Users. The Allottee/s, for himself / herself / themselves / itself and as a prospective member of the applicable Entity & Organisation, to be formed in respect of the Project shall not be entitled to raise any disputes, differences, or objections in and/or hinder, restrict, obstruct or interfere in respect thereof;
- 7.2.6 If, prior to the operations, administration, management, charge and control of the fitness center and recreational facilities is handed over to the Apex Body to be formed in respect of the Project, the actual charges

and expenses required to be made for maintenance thereof, may exceed the amount so received collectively from all the aforesaid purchasers, allottees and occupants, then the Promoter, and/or the PMC, shall be entitled to call for and demand such additional amounts from all Users, and/or the Entity & Organisation and/or Apex Body;

7.2.7 In addition to the charges and expenses referred to in Article (7.2.6), there would be charges including one-time, or per day, or per use, charges, in respect of any of the amenities, or facilities, or services available, and/or provided in and from the fitness center and recreational facilities, as determined by the Promoter or the Entity & Organizations or the Apex Body (as the case may be) from time to time, and the person/s who avail/s of such amenities, or facilities, or services shall be entitled to use the same upon payment thereof.

ARTICLE 8 - OTHER RIGHTS & POWERS OF THE PROMOTER

8.1 The Promoter has availed of and/or may avail of financial assistance, including any construction/corporate loans, infrastructure loans, from bank/s, financial institution/s, and/or person/s against security of any part/s of the Entire Land including the Project Land, and/or in respect of the Project or any parts thereof, or any receivables, which have been, or may be, mortgaged, or charged to such banks and/or financial institutions and/or other persons as security for repayment of the financial assistance taken from them, together with the interest and all costs charges and expenses. As part of any such arrangement by the Promoter, all or any of the responsibilities and/or obligations and rights of the Promoter under this Agreement may be transferred to any other person. The Promoter agrees that on or prior to the Date of Offer of Possession, the Promoter shall obtain a letter releasing mortgage or charge of such bank/s, and/or financial institution/s, and/or person/s, over the Apartment alone, enabling the Promoter to complete the allotment and sale thereof to the Allottee/s, free of the same. The Promoter agrees that post the execution of this Agreement, any mortgage or charge created by the Promoter shall not affect the right and interest of the Allottee/s under this Agreement in respect of the Apartment.

8.2 The person/s in whose favour the Promoter has granted or created, or agreed to grant or create, any mortgage, charge or security interest in respect of any unsold Premises in the Project, may itself / himself / herself / themselves, or jointly with the Promoter, be admitted as and made members of any of the Entity & Organisation to be formed in respect of the Project or any part thereof,

without it, him, her or them or the Promoter being made subject or liable to any separate, special, new or additional condition/s and required to pay any separate, special, additional or extra amount or consideration whatsoever for the same (whether by way of transfer fees, charges, premium, donation or otherwise) and the Allottee/s shall not raise any objection.

- 8.3 The Promoter shall not be liable to bear or pay any contributions, deposits, expenses, transfer fees, non-occupancy charges, donations, premiums or any other amounts, charges or liabilities whatsoever to the any of the Entity & Organisation to be formed in respect of the Project or any part thereof and/or the Apex Body to be formed in respect of the Project, as the case may be, in respect of any unsold/unallotted Premises in the Project.
- 8.4 The Promoter and/or Promoter Affiliates shall, in its discretion, control the placement, installation and provision of any types of temporary and permanent signage and hoardings (including neon, backlit and illuminated signage and hoardings) of whatsoever nature upon and in the Project and/or any part thereof till such time the Deed/s of Transfer is executed and registered in favour of the Apex Body. Further the Promoter and/or the Promoter Affiliates shall always have full complete and unrestricted access to such hoardings, and signage. Without prejudice to the generality of the foregoing provisions the Promoter and/or Promoter Affiliates shall have full rights, in its/their discretion, to install its/their name/s and any other Promoter Intellectual Property at one or more places or in or upon the Entire Land including the Project Land and/or upon the Project and/or any Common Areas & Amenities, and/or at the entrances and exits thereof. The Promoter and Promoter Affiliates have, shall always have and reserve/s, to themselves full and free right of way and means and access to such place or places for the purpose of installing, maintaining and replacing such hoardings and signage.
- 8.5 The Promoter shall be entitled in its discretion to construct temporary structures, including labour camps, and offices, upon any part of the Project Land till the completion of the Project.
- 8.6 The Promoter shall be entitled, but not obliged to, join as a member of the Entity & Organisation/s in respect of unsold premises in the Project, if any. Post execution of the Deed/s of Transfer as provided in Article (11) in favour of the Entity & Organisation/s and/or the Apex Body (as the case may be), the

Promoter shall continue to be entitled to such unsold premises and to undertake the marketing, etc., in respect of such unsold Premises.

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

ARTICLE 9 - COVENANTS AND OBLIGATIONS OF ALLOTTEE/S

- 9.1 The Allottee/s is/are fully and completely informed and is/are aware that all Informative Materials, and/or all matters related or incidental thereto, have been, and always will be, merely for the sake of convenience, whereby the terms, conditions, and provisions of this Agreement shall solely and exclusively apply and control.
- 9.2 The show/sample apartment(s)/unit(s) including all furniture, items, electronic goods, amenities etc., if any, are only for representational purposes for depicting lifestyle and illustrating a possible option of the design and layout of the apartment/unit. The Promoter is not liable or obligated to provide the Apartment as per show/sample apartment(s)/unit(s) with furniture, items, electronic goods, amenities etc. therein.
- 9.3 On and after the Date of Offer of Possession, the Allottee/s shall: (a) use the Apartment, and permit the Apartment to be used only as a residential purpose, and (b) use the Parking Space/s, and permit the same to be used, solely for parking the Allottee/s' own two-wheeler/four wheeler (light motor) vehicle/s.
- 9.4 If the same is possible and feasible, based, inter alia, on the stage of development and construction, and subject to safety conditions, the Allottee/s shall be entitled to visit and view the Project, after taking a prior appointment with the Promoter. The Allottee/s shall adhere to any safety and security conditions as stipulated by the Promoter and shall visit and inspect at his / her / their / its sole discretion.
- 9.5 The Allottee/s, with the intention to bind all persons in whosoever's hands the Apartment may come, hereby agree/s, confirm/s undertake/s and covenant/s with the Promoter as follows:

- 9.5.1 to maintain the Apartment at the Allottee/s' own costs and expenses in good and tenable repair, order and condition and to carry out all internal maintenance and repairs to the Apartment such that the same is in the same state and condition, as it was on the Date of Offer of Possession in terms of Article (6) hereinabove, and not to do or suffer or permit to be done anything therein including any changes or alterations thereto, and/or to any part of the Project, and/or any of the Common Areas & Amenities which are, or may be, contrary to the terms of this Agreement, and/or rules, regulations, or bye-laws, of the Promoter, and/or the PMC, and/or any Governmental Authority, and/or the Entity & Organisation in respect of the Project (as and when formed and registered by the Promoter) and/or the Apex Body in respect of the Project (as and when formed and registered by the Promoter), as the case may be;
- 9.5.2 to submit plans and specifications in respect of permissible alterations to the Apartment and after obtaining prior written approval in respect thereof from the concerned Governmental Authority and the Promoter;
- 9.5.3 to rectify and make good any unauthorised and/or unlawful alterations and/or damage thereto within seven (7) Days from the date of receipt of a written notice from the Promoter and/or the Entity & Organisation (as and when formed and registered by the Promoter in respect of the Project) and/or the Apex Body (as. when and if formed and registered by the Promoter in respect of the Project), and/or from any Governmental Authority, in that regard;
- 9.5.4 to bear and pay all increases in outgoings, the Taxes, as well as all water charges, insurance premia and other levies, imposed on account of any change permitted (as provided herein) to be made in the user of the Apartment by the Allottee/s;
- 9.5.5 to observe, perform and comply with the terms, conditions and covenants of the rules, regulations and bye-laws which the Promoter, and/or any Governmental Authority may specify and those which the Entity & Organisation (as and when formed and registered by the Promoter in respect of the Project) and/or the Apex Body (as and when formed and registered by the Promoter in respect of the Project), as the case may be, may adopt or frame at its/their inception, and any modification thereof,

from time to time, including to keep the disaster management plan functional throughout the occupation period, if developed by the Promoter, in compliance of the norms stipulated by the concerned authorities;

9.5.6 not to transfer, assign or part with any interest or benefit under this Agreement until the Allottee/s has/have complied with all his / her / their / its obligations under this Agreement;

9.5.7 shall also observe and perform all the stipulations and conditions laid down by the Entity & Organisation, regarding the occupancy and use of the Apartment and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement;

9.5.8 to contribute his / her / their / its share of expenses towards painting, repairs, waterproofing, refurbishment and structural audits and fire audits (including fire safety audits) of the Project including any of the Common Areas & Amenities, or at such intervals as may be stipulated by the Promoter and/or Entity & Organisation;

9.5.9 on and after the Allottee/s is/are permitted to enter upon the Apartment, after the Date of Offer of Possession in terms of Article (6), to make suitable arrangement for removal of debris arising out of any interior works/decoration, renovation, furniture making or any other allied work in the Apartment. In case such debris is not removed by the Allottee/s within the stipulated time frame as determined by the Promoter, the Allottee/s shall pay/reimburse to the Promoter, the cost incurred in the removal of such debris and the Promoter is entitled to deduct such cost from the security deposit/s lying with the Promoter;

9.5.10 the availability of electricity and/or water to the Apartment are dependent upon the concerned supplier/provider thereof and the Promoter shall endeavor to obtain the same;

9.5.11 in case of non-availability and/or shortage of water supply from MCGM or Governmental Authority, the Promoter or the Entity & Organisation, as the case may be, shall endeavor to arrange either through tankers or

any other source, then in such case the Allottee/s shall contribute his /her /their /its share of expenses;

9.5.12 upon and after the Allottee/s is/are permitted by the Promoter to enter upon the Apartment as provided herein and until the Project Completion subject to Force Majeure Event, as contemplated herein, the Promoter, and/or Promoter Affiliates, and/or any Governmental Authority and their respective officers, agents, or representatives, including the PMC, the Project Architect, Project Engineer and any engineers, surveyors, contractors, agents and employees, with or without workmen and others, have and shall have at all reasonable times, the right to enter into and upon the Apartment, the Parking Space/s, the Project including any of the Common Areas & Amenities, or any part thereof, to view and examine the state and condition thereof and/or for the purpose of undertaking any works as may be required therein and thereto in relation to the Project;

9.5.13 not to store in the Apartment any goods, objects or materials which are or may be of hazardous, combustible or dangerous nature, or are or may be so heavy as to damage the construction or structure of the Project, or the storing of which goods, objects or materials is objected to or prohibited by the Promoter, and/or the PMC, and/or any of the Governmental Authority, and shall not carry or cause or permit to be carried heavy packages to upper floors which may damage or may be likely to damage the lifts or the entrances, staircases, common passages or any other structure, or part, of the Project, and to be liable for all damage that may be caused thereto by the Allottee/s;

9.5.14 not to throw dirt, rubbish, rags, garbage or other refuse, or permit the same to be thrown from the Apartment, in the compound or any portion of the Project or any part thereof (including on any portion of the Common Areas & Amenities);

9.5.15 not, without the prior written permission of the Promoter:

9.5.15.1 to carry out or undertake any painting, decoration, or other work, to the exterior of, or outside, the Apartment and/or to the façade of the Tower;

9.5.15.2 to affix/install any sign, name or display boards, or any hoardings or neon lights in or outside the Project and/or the Common Areas & Amenities;

9.5.15.3 to affix/install grills to the windows only as approved by the Promoter to maintain uniformity or grill/s or safety door/s to the main door/s of the Apartment;

9.5.15.4 to do or permit or suffer to be done any act, deed, matter or thing which may render void or voidable any insurance of the Project or any part thereof including any of the Common Areas & Amenities, and to make payment of any additional or increased premiums in respect thereof, as may arise on account of any breach by the Allottee/s;

9.5.15.5 to do or perform, or cause/permit to be done or performed, any act, deed, matter or thing which may or is likely to cause nuisance, disturbance or annoyance to the allottees, purchasers or occupiers of any other Premises in the Project;

9.5.15.6 to demand or claim any partition or division of the Allottee/s ultimate interest as provided herein, in the Project and/or Project Land and/or the Common Areas & Amenities, or any part thereof, it being expressly agreed, understood and confirmed by the Allottee/s that his / her / their / its interest therein will, if the allotment and sale herein is completed, be impartible, and will be held only through the Entity & Organisation formed by the Promoter in respect of Project, of which he/she/they/it shall be admitted a prospective member, in terms of Article (11).

9.6 The Allottee/s shall abide by all rules and regulations, and take the requisite training of the measures/procedures, laid down by the Promoter and/or the Entity & Organisation (as and when formed and registered by the Promoter in respect of the Project) and/or the Apex Body (as and when formed and registered by the Promoter in respect of the Project) and/or the statutory authorities with respect to the safety (including with respect to the natural gas safety) of the Project/the Apartment to be followed in case of any emergency. Furthermore, the Allottee/s and the other allottees of the Project shall ensure that

the Entity & Organisation (as and when formed and registered by the Promoter in respect of the Project or any part thereof) and/or the Apex Body (as and when formed and registered by the Promoter in respect of the Project) provide all requisite training to its staff/employee(s)/worker(s) with respect to the safety measures/procedures (including with respect to natural gas safety) that are to be followed in case of any emergency.

- 9.7 Open terraces, open balcony / balconies, and/or other open areas, if any, forming part of and attached/appurtenant to any of the Premises in the Project intended for and shall be exclusively used and occupied by the respective allottees/purchasers of the concerned Premises who shall never be entitled to enclose such open terraces, open balcony / balconies, and/or other open areas under any circumstances. The Allottee/s agree/s not to put any claim in respect of the restricted amenities, including open spaces, any space available for hoardings, gardens attached to any of the Premises or terraces, and the same are retained by the Promoter as restricted amenities. The Allottee/s is aware that certain parts of the Project shall be allocated for exclusive use of certain allottees. The price of such Premises has been determined taking this into consideration and the Allottee/s waives his / her / their/ its right to raise any dispute in this regard.
- 9.8 The Allottee/s shall, if and whenever requested by the Promoter hereafter, and within seven (7) Days of receiving the Promoter's written intimation in this regard, sign, execute and deliver to the Promoter in such form as may be desired by, it, any applications, consents, deeds, writings, etc. recording the confirmations and consents given and granted in this Agreement, and shall attend the office of the Promoter for this purpose.
- 9.9 Notwithstanding that the Allottee/s may contemplate availing of, or has/have availed of, a loan in respect of the purchase of the Apartment, and/or the Allottee/s has/have mortgaged, or will mortgage the Apartment with such bank or financial institution (which is to be subject to the issuance by the Promoter's no objection/consent letter to such bank or financial institution) to secure such loan it shall be sole and entire responsibility of the Allottee/s to ensure that the payment of the Aggregate Payments, including the Purchase Price and every part thereof is completed, and the Promoter shall never be liable or responsible for the repayment of any loan availed of by the Allottee/s and/or any such mortgage; and the Allottee/s agrees to indemnify and keep indemnified and saved harmless the Indemnified Parties of, from and against all claims, costs,

charges, expenses, damages and losses which they or any of them may suffer or incur by reason of any action that such banks / financial institution may initiate in relation to such loan or mortgage. Notwithstanding anything to the contrary herein, the Allottee/s hereby agree/s and undertake/s that the Promoter shall always and have first lien and charge over the Apartment in respect of, and to secure, the Aggregate Payments due and payable by the Allottee/s, and accordingly, without prejudice, the Allottee/s irrevocable obligation and liability to make payment thereof, any mortgage, charge, security interest, etc., created over, and/or in respect of the Apartment shall always be subject to the Promoter's aforesaid first lien and charge, and subject to all the Promoter's rights, powers and entitlements under this Agreement.

- 9.10 If the Allottee/s is/are non-resident Indian citizen, or a foreign national/citizen (whether or not the Allottee/s is/are a Person of Indian Origin (PIO) and/or an Overseas Citizen of India (OCI), then it shall be his / her / their sole obligation and liability to comply with the provisions of all applicable laws, including Foreign Exchange Management Act, 1999, Reserve Bank of India rules and regulations, exchange control regulations and all other applicable/necessary requirements, rules, regulations, guidelines etc. of the Government or any other authority, from time to time, including those pertaining to remittance of payment for acquisition of immovable properties in India. Refunds (if any) to Non-Resident Indians (NRI) and foreign citizens of Indian origin shall be made in Indian Rupees.
- 9.11 The Allottee/s has/have gone through the representations made by the Promoter, and the details and documents provided by the Promoter, on the website of the Governmental Authority as required by RERA and shall keep himself / herself / themselves / itself updated with all the matters relating to the Project that the Promoter will upload from time to time.
- 9.12 The Project and the Tower shall always be called/known by the name stated in **Annexure 'E'** hereto, which name shall not be changed without the prior written permission of the Promoter, and thus shall, at all times, be binding upon the Allottee/s and all allottees/purchasers of Premises in the Project.
- 9.13 All terms, conditions, covenants, stipulations and provisions contained in any agreement/s, undertakings or writings given, or to be given, to Governmental Authority, and in respect of Approvals, and/or special rights and privileges and building agreement/s made or executed or to be made or executed in respect of

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

9.14 The Allottee/s irrevocably agree/s, confirm/s and undertake/s that the covenants and obligations herein, on their part and strict observance and performance thereof, are made, given and to be observed and performed both in his / her / their / its personal capacity, and as prospective member/s of the Entity & Organisation.

9.15 The Allottee/s confirm/s and acknowledge/s that the the balance towers of the Project (excluding the Tower in which the Apartment is situate) and/or the plans, layout plans, approvals etc. in respect thereof are not the subject matter of this Agreement and there shall be no right, entitlement, or interest of any Allottee/s in respect thereof.

9.16 The Allottee/s is/are aware, accept/s and acknowledge/s that the Project and the towers therein are being constructed with certain relaxations / concessions given, by the MCGM, with respect to the compulsory requirement(s) of open spaces / joint open spaces / open space deficiency between buildings/structures. With respect to the aforesaid concessions, the Promoter has given/executed registered Undertaking(s) and other documents and writing/s in favour of the MCGM, all of which shall be binding upon the Allottee/s, the other allottees/holders of the Premises in the Project, the Entity & Organisation formed in respect of the Project or any part thereof and/or the Apex Body (if formed). Further, the Allottee/s agree(s) and undertake(s) that the Allottee/s shall not: (i) make/seek any claim(s), damage(s) or compensation against or from the Promoter and/or the Governmental Authority (including the MCGM) and/or its employees and representatives, on account of the aforesaid relaxations and concessions, and (ii) object to construction of building/s on the plots adjoining the Project Land with deficient open spaces.

9.17 The Allottee/s is/are aware, agree/s and accept/s that, and the following terms and conditions shall be binding on, and shall be complied with, by the Allottee/s, and all allottees, purchasers and occupants of the Premises in the Project, and the Entity & Organisation and/or the Apex Body (if formed) in respect of the Project and/or any part thereof:

9.17.1 The wet and dry garbage generated in and from the Apartment shall be segregated by the Allottee/s;

- 9.17.2 The entire wet garbage generated in and from the Project shall be treated separately within the Project Land. The entire wet garbage shall be treated by the organic waste composter in the Project and the treated waste (manure) shall be utilized in the Project for gardening purposes;
- 9.17.3 The solid waste shall be properly collected and segregated within the Project Land. The dry / inert solid waste shall be disposed of to the approved sites for refilling after recovering recyclable material;
- 9.17.4 The e-waste collected in/from the Project shall be disposed through authorized vendor as per E-Waste (Management & Handling) Rules, 2016;
- 9.17.5 Six monthly monitoring reports shall be submitted to the Regional Office at Bhopal of the Ministry Of Environment Forest & Climate Change, Government of India, by the Entity & Organisation and/or the Apex Body formed in respect of the Project and/or any part thereof, with copy to concerned environment department of the State Level Environment Impact Assessment Authority & Pollution Control Board or any such authority as may be notified by Ministry Of Environment Forest & Climate Change, Government of India or Environment Department, Government of Maharashtra;
- 9.17.6 The Entity & Organisation and / or Apex Body (if formed) in respect of the Project and / or any part thereof, shall earmark / allocate separate fund for implementation of environmental protection measures / environment management plan along with item-wise break-ups. The funds earmarked for the environment protection measures shall not be diverted for other purposes, and year-wise expenditure shall be reported to the Maharashtra Pollution Control Board and the concerned environment department of the State Level Environment Impact Assessment Authority;
- 9.17.7 All energy conservation measures required by the concerned Governmental Authority shall be complied with, observed and maintained by the Entity & Organisation and/or the Apex Body formed in respect of the Project and/or any part thereof, which shall include *inter-alia* measures to: (i) use of CFL (Compact Fluorescent Lamp)/ TFL (Tubular Fluorescent Lamp) for the lighting the areas within/outside the

Project and the proper collection, disposal and dispatch of the used CFL (Compact Fluorescent Lamp) and TFL (Tubular Fluorescent Lamp) for recycling as per the prevailing guidelines/rules of the regulatory authority to avoid mercury contamination, and (ii) use solar plus hybrid non-conventional energy source as source of energy in the Project including the use of solar panels, solar street lights and common solar water heating system in the Project;

9.17.8 All traffic measures laid down by the Governmental Authority in respect of the Project shall be observed and complied with by the Entity & Organisation and/or the Apex Body (if formed) in respect of the Project and/or any part thereof which includes *inter-alia* measures to: (i) curb/reduce the traffic congestion near the entry and exit points from the roads adjoining the Project, and (ii) ensure that all vehicles of the allottees, occupants and visitors of the Premises in the Project are parked within the Project itself and no public space is utilized.

9.17.9 All allottees/purchasers/occupants of the Premises of the Project, the Entity & Organisation and/or the Apex Body (if formed) in respect of the Project and/or any part thereof, shall abide by all the guidelines, rules and regulations issued under Cleanliness and Sanitation Bye-laws, 2006, Mumbai Municipal Corporation Act, 1888, Solid Waste Management Rules, 2016 and by Governmental Authority.

ARTICLE 10 - REPRESENTATIONS OF THE PROMOTER

Subject to the disclosures made herein by the Promoter, and what is stated in the Certificate of Title, the Promoter hereby represents and undertakes as follows:

- 10.1 the Promoter holds the rights and entitlements to develop the Project Land;
- 10.2 the Promoter shall apply for all necessary Approvals from time to time in respect of the Project;
- 10.3 the Promoter has not entered into any agreement for sale or any other agreement/arrangement with any person or party with respect to the Apartment; and
- 10.4 the Promoter is entitled to enter into this Agreement, for agreeing to allot and sell the Apartment in the manner contemplated herein.

ARTICLE 11 - ENTITIES & ORGANISATIONS; APEX BODY; TRANSFER

11.1 The Promoter, in its discretion, and subject to Force Majeure Event, intends as follows:

11.1.1 On or before the Project Completion, the Promoter may initiate the process of applying for the formation of one Entity & Organisation for the entire Project, or one or more Entity & Organisation for each tower or the combination of any of the towers of the Project or any part thereof.

11.1.2 If one Entity & Organisation is formed for the entire Project then the Promoter shall convey and transfer all its right, title and interest in the Project, under the Deed/s of Transfer, to such Entity & Organisation and handover the charge and control of the same within three (3) months of the happening of the following events:

11.1.2.1 the receipt of the full occupation certificate of the last of the towers in the Project Land; and,

11.1.2.2 the receipt of the entire purchase price, consideration and other charges & deposits by the Promoter from all allottees/purchasers of the Premises in the Project.

In such an event the Promoter shall not form the Apex Body and such single Entity & Organisation formed for the entire Project shall have all the rights, entitlements and obligations of the Apex Body as stated in this Agreement and/or as determined by the Promoter

11.1.3 If more than one Entity & Organisation is formed for each tower or the combination of any of the towers of the Project or any part thereof then:

11.1.3.1 The Promoter may form an Apex Body, the formation, and the nature, type and constitution, of such Apex Body, and its rights, powers, and authorities shall be determined by the Promoter. The Apex Body shall own and hold the Common Areas & Amenities, for the benefit of all the Entity & Organisation formed by the Promoter in respect of the Project and their respective members. Accordingly, all costs, charges,

expenses, liabilities, taxes, maintenance charges, capital and revenue expenses related to, and arising from, the Common Areas & Amenities shall be proportionately borne, paid and discharged by the Entity & Organisation formed in respect of the Tower, based upon the aggregate Carpet Area (RERA) and open/enclosed/utility balconies thereof of all the Premises in the Tower, to the aggregate carpet area and open/enclosed/utility balconies thereof of all the Premises in the Project.

11.1.3.2 The Promoter shall convey and transfer all its right, title and interest in:

11.1.3.2.1 the structure comprising of residential apartments on the specific portion of the podiums (if any) and the habitable floors of each of the towers or the combination of any of the towers of the Project along with Limited Common Areas & Amenities within the habitable floors by and under the Deed/s of Transfer to each of the respective Entity & Organisation and handover the charge and control of the same to such respective Entity & Organisation; and,

11.1.3.2.2 the balance structures (other than the structures referred to in Article 11.1.3.2.1) in the Project including the Common Areas & Amenities and balance Limited Common Areas & Amenities (below the habitable floors of each of the tower/structure) by and under the Deed/s of Transfer to the Apex Body (if formed) or to all the Entity & Organisation formed in the Project and handover the charge and control of the same within three (3) months of the happening of the events referred to in Article 11.1.2.1 and 11.1.2.2.

11.1.4 The Apex Body or the Entity & Organisation formed by the Promoter in respect of the entire Project (as the case may be) shall hold title as aforesaid subject to parking allocations/reservations in respect of the Project, and the rights of the respective allottees/purchasers of Premises in the Project to use and enjoy parking spaces as amenities attached to their respective Premises.

- 11.2 The Promoter (as a constituted attorney of the Owner under the Power of Attorney referred to in Recital No. (B)(b) and (B)(d) of this Agreement) shall, subject to Force Majeure Event, convey and transfer to the Apex Body or to single Entity & Organisation formed by the Promoter in respect of the entire Project (as the case may be), the Project Land, within three (3) months of the happening of the events referred to in Articles 11.1.2.1 and 11.1.2.2. It is clarified that the aforesaid conveyance and transfer excludes or is subject to: (i) any portions thereof handed over to concerned Governmental Authority or utility providers pursuant to any reservations, amenity space requirements, leases / transfers of utilities and/or otherwise, and, (ii) any encroached areas which will be transferred on an “as is where is basis”, as may be determined by the Promoter in its discretion. The Promoter (as the constituted attorney of the Owner under the Power of Attorney referred to in Recital No. (B)(b) and (B)(d) of this Agreement) would execute Deed/s of Transfer and other writings in respect thereof, subject to what is stated hereinabove, and all other rights, easements, powers, privileges, authorities reserved herein unto the Promoter.
- 11.3 The Promoter will hand over all the sanctions, Approvals, Plans, etc. as may be required to the respective Entity & Organisation and/or Apex Body (as the case may be).
- 11.4 The Promoter shall, on or prior to execution and registration of the Deed/s of Transfer in favour of the Entity & Organisation (if a single Entity & Organisation is formed for the Project) or the Apex Body (if formed by the Promoter), make full and true disclosure of the nature of its title to the Project, the Project Land as well as encumbrances thereon, if any, including any right, title, interest or claim of any person/s in, to or upon the same.
- 11.5 The Allottee/s agree and confirm, personally and as prospective member/s of the applicable Entity & Organisation, that he/she/they/it, is/are not entitled to and shall never raise any objection or dispute and/or claim any compensation, if the area of the Project Land and/or the remaining development of the Project, that is proposed to be transferred as provided in this Article (11), shall be at variance with, or may be less than, the area contemplated, or referred by herein, including virtue of any reservations, spaces for sub-station (by electricity supply company), if any, and/or the reservations being handed over and transferred to and/or acquisition of any portion of the Project Land by the Governmental

Authority, during the course of developments of the Project Land, or for any other reason whatsoever.

- 11.6 Without prejudice to the generality of the foregoing provisions, the Promoter has put the Allottee/s to notice of the following matters, facts and disclosures, which the Allottee/s has/have agreed and accepted, that the development of the Project upon the Project Land contemplates the utilization of the Development Potential of the Project land which may not be proportionate to the development potential attributable to and arising out of the Project Land. The Allottee/s, for himself / herself / themselves / itself, and as a prospective member of the Entity & Organisation, shall not be entitled to raise any claim or dispute in respect thereof.
- 11.7 All the documents, writings, Deed/s of Transfer etc., to be executed in the conveyance/s and transfer/s, as referred in this Article (11), and all other related documents and writings to be executed in relation thereto and/or in pursuance thereof, including bye-laws, rules and regulations of the Entity & Organisation formed in respect of the Project and Apex Body (if formed by the Promoter) in respect of the Project, and all writings, forms, applications, etc. in relation to the proposed formation and registration thereof, shall all be prepared and approved by the Advocates and Solicitors appointed by the Promoter, and the same shall contain such terms, conditions, covenants, stipulations and provisions, including those contained in this Agreement including reserving the rights, powers, authorities and benefits of the Promoter, as the Promoter deems fit.
- 11.8 All the Entity & Organisation and the Apex Body (if formed), shall be known by such names as the Promoter may decide, which names shall not be changed by the Allottee/s, and/or any other purchasers and/or the Entity & Organisation, and/or the Apex Body without the prior written consent of the Promoter.
- 11.9 The Allottee/s shall co-operate with the Promoter and shall sign and execute application forms, papers, declarations, documents and other writings required by the Promoter for:
- (i) the formation and registration of all the Entity & Organisation and for becoming a member thereof, and,
 - (ii) the formation and registration of the Apex Body.

The Allottee/s shall do all necessary acts and deeds, so as to enable the Promoter to respectively register the Entity & Organisation and the Apex Body.

11.10 Unless and until the Allottee/s is/are in full compliance of the terms and conditions of this Agreement including the payment of the Aggregate Payments to the Promoter, the Entity & Organisation shall not issue and deliver a share certificate to the Allottee/s.

11.11 Without limitation all costs, charges and expenses in respect of the formation and registration of: (i) Entity & Organisation, in respect of the Tower shall be borne and paid by all the allottees, purchasers and transferees of all the Premises in the Tower and such other part of the Project; (ii) the Entity & Organisation, in respect of the towers of the Project (excluding the Tower in which the Apartment is situate) and such other part of the Project shall be borne and paid by all the allottees, purchasers and owners of all the Premises in such towers of the Project (excluding the Tower in which the Apartment is situate) ; and (iii) the Apex Body, shall be borne and paid by all the Entity & Organisation formed in respect of the Project, and the Promoter shall not bear or pay the same or contribute towards the same at all. If any delay or default is made in the payment or reimbursement of such costs, charges or expenses, for any reason whatsoever, the Promoter shall never be held responsible or liable for any delay in the formation and registration of any of the Entity & Organisation to be formed in respect of the Project, and/or the Apex Body (if formed).

ARTICLE 12 – TERMINATION

12.1 The Allottee/s agree and confirm that, without prejudice to all the rights, powers, authorities, discretions, entitlements and remedies of the Promoter under this Agreement, and Applicable Law, the Promoter shall be entitled, in its discretion, to terminate and cancel this Agreement in the circumstances set out in Article (12.2) and/or (12.3) herein below.

12.2. If due to Applicable Law, and/or any action of Governmental Authority, and/or any legal action, circumstances, or reasons, and/or any Force Majeure Event, the Promoter, in its discretion, is of the opinion that the Project or any part thereof shall or may be suspended, or stopped, for twelve (12) consecutive months, or more, or any part of Project has, in fact, been stopped or suspended for the aforesaid period of twelve (12) consecutive months, then the Promoter shall be entitled, in the Promoter's discretion, to terminate and cancel this Agreement by delivering a written notice of termination to the Allottee/s. On the delivery of

such notice to the Allottee/s, this Agreement and any writings as may have been executed in pursuance hereof, shall ipso facto automatically and forthwith stand cancelled and terminated, without any further act, deed, matter or thing having to be done, executed, or performed, by the Parties. Within the time specified hereinafter after such termination, the Promoter shall refund the Purchase Price installments received and realised by the Promoter, together with Interest thereon from the date such payments were received and realized by the Promoter up to the date of termination of this Agreement or the date of refund as referred to in the Deed of Cancellation mentioned herein below, together with an agreed one-time fixed pre-estimated liquidated damages amount of Rupees One Hundred Only per square meter Carpet Area (RERA) of the Apartment (which Parties consider to be reasonable, and not as a penalty), after deducting (i) all costs, charges and expenses incurred by the Promoter for provision / installation in the Apartment of any extra or premium fixtures, fittings, etc., in place of or in addition to the standard fixtures, fittings, etc. to be provided therein, as may have been required by the Allottee/s; together with, (ii) all costs, charges and expenses incurred by the Promoter for the white good/s, commodity/ies, gift/s, service/s or facility/ies, if provided free of cost, or at a concessional rate/price, as and by way of promotional activity or otherwise, to the Allottee/s; together with, (iii) Taxes paid / payable; and together with, (iv) all charges / fees / Pre EMIs / interest (by whatsoever name called), if any paid / required to be paid by the Promoter to banks or financial institutions or any other financiers, including any charges that may be paid / required to be paid by the Promoter under subvention scheme and/or any other scheme. The aforesaid refundable amount with Interest thereon, and pre-estimated liquidated damages as mentioned in this Article, shall be refunded / paid by the Promoter to the Allottee/s (or at the sole option of the Promoter to the bank / financial institution / financier from whom the Allottee/s has/have availed of a housing loan) within thirty (30) Days from the date of execution and registration of a Deed of Cancellation (in terms of a draft prepared by the Promoter) recording the termination and cancellation of this Agreement and any related and incidental documents and writings, if called upon by the Promoter to do so. It is agreed and clarified that other than the aforesaid refund amount with Interest thereon and pre-estimated liquidated damages as mentioned in this Article to be paid, the Promoter shall not be liable to make payment of any further or other amount, damages, compensation amounts, or liabilities to the Allottee/s. It is further agreed and clarified that in the event the Promoter does not call upon the Allottee/s to execute and register the aforesaid Deed of Cancellation, then the aforesaid refundable amount with Interest thereon, and pre-estimated liquidated damages as mentioned in this Article, shall

be refunded / paid by the Promoter within thirty (30) Days from the date of termination of this Agreement.

12.3 If the Allottee/s commit/s an Allottee/s Event of Default, the Promoter shall be fully and freely entitled, in its discretion, and without prejudice to all its rights and remedies herein, and under Applicable Law, to deliver to the Allottee/s fifteen (15) Days prior notice in writing of its intention to terminate and cancel this Agreement, and if the Allottee/s fail/s, refuse/s and/or neglect/s, for any reason whatsoever, to remedy or rectify such Allottee/s Event of Default, to the satisfaction of the Promoter, by the expiry of the aforesaid notice period of fifteen (15) Days, then this Agreement, and any documents or writings that may have been executed in pursuance hereof, shall forthwith ipso facto and automatically stand cancelled and terminated without any further act, deed, matter or thing being required to be done, executed and performed, by the Parties. On the cancellation and termination as envisaged in this Article (12.3), the Allottee/s shall be liable to bear and pay the Liquidated Damages and the Other Reimbursements/Amounts Payable On Termination to the Promoter. In view thereof, the Liquidated Damages and the Other Reimbursements/Amounts Payable On Termination shall be deducted and appropriated by the Promoter from and out of the Purchase Price paid by the Allottee/s, and received and realised by the Promoter, and the net balance thereof, if any, shall be paid to the Allottee/s (or at the sole option of the Promoter to the bank / financial institution / financier from whom the Allottee/s has/have availed of a housing loan) within thirty (30) Days of the execution and registration by the Parties hereto of the Deed of Cancellation (in terms of a draft prepared by the Promoter) recording the termination and cancellation of this Agreement and any related and incidental documents and writings, if so required by the Promoter in its sole discretion. It is agreed and clarified that if any part of the Liquidated Damages and the Other Reimbursements/Amounts Payable On Termination is not recoverable from the Purchase Price paid by the Allottee/s, the same shall be paid by Allottee/s to the Promoter within fifteen (15) Days from the aforesaid cancellation and termination along with Interest thereon till receipt of the aforesaid amount (including the accrued Interest) by the Promoter. It is further agreed and clarified that other than the aforesaid amount to be refunded, the Promoter shall not be liable to refund to the Allottee/s any amounts, charges, liabilities, compensation or damages whatsoever.

12.4 It is agreed and confirmed by the Allottee/s that upon the termination and cancellation of this Agreement, under any of the terms, conditions and

provisions of the Agreement, including under Article (12.2) or (12.3), the following shall forthwith apply and bind the Allottee/s, that is:

12.4.1 the Allottee/s shall cease to have any right, title, interest, claim, or demand in or to the Apartment and the Parking Space/s, under this Agreement and any related and incidental documents and writings, and the Promoter shall be fully and freely entitled, without any objection, or obstruction, of or by the Allottee/s, to allot and sell, deal with and/or otherwise encumber, alienate or dispose of the same, to such person/s, in such manner, for such consideration and on such terms and conditions as the Promoter deems fit, in its discretion;

12.4.2 the Allottee/s shall never be entitled to make or raise any claim in respect of the appreciation in value or price of the Apartment and/or the Parking Space/s as a result of any increase in market price, or as a result of any accretion or improvement that may have been made or installed at the request of the Allottee/s, or otherwise arising howsoever; and,

12.4.3 any mortgage, charge, lien or security interest created by the Allottee/s over the Apartment, and/or the Allottee/s interest under this Agreement, shall automatically stand terminated, cancelled, released and discharged, without any act, deed, matter or thing required to be done, executed or performed.

12.5 It is irrevocably agreed and confirmed by the Allottee/s that in the event the Allottee/s fails, refuses and/or neglects to come forward to sign/execute the Deed of Cancellation as referred to in Articles (6.14), (12.2) or (12.3) of this Agreement, and admit execution thereof before the concerned Sub-Registrar of Assurances, within a period of fifteen (15) days from the date the Promoter has called upon the Allottee/s to do so, then in such an event the Promoter shall be entitled to, and shall have the absolute and irrevocable right and authority, to sign and execute the Deed of Cancellation and all related and/or incidental deeds, documents and writings in respect thereof (hereinafter collectively referred to as the “**Cancellation Documents**”) for and on behalf of the Allottee/s, and get the same, or such of them as may be required, registered with the concerned Sub-Registrar of Assurances, and to do, execute and perform all acts, deeds, things and matters related and/or incidental thereto, for and on behalf of the Allottee/s, and for the said purposes, the Allottee/s hereby irrevocably nominates, constitutes, appoints and authorises the Promoter, acting

through any of its directors or authorised representatives, from time to time, to be the constituted attorney of the Allottee/s, and in the name, and for and on behalf, of the Allottee/s, to do, execute and perform the following acts, deeds, things and matters, that is to say:-

12.5.1 to sign and execute the Cancellation Documents for and in respect of the cancellation and termination of this Agreement and any related and incidental documents and writings;

12.5.2 to present and lodge the Cancellation Documents, or such of them as may be required, before / with the concerned Sub-Registrar of Assurances, and admit execution thereof, and to do, execute and perform all necessary acts, deeds, things and matters for getting the same effectively registered, and to collect the originals thereof after the same have been duly registered;

12.5.3 in case the Promoter has made payment of the stamp duty in respect of this Agreement to apply for and obtain from the concerned Governmental Authority, including those under the Maharashtra Stamp Act, 1958, refund of the stamp duty paid in respect of this Agreement;

12.5.4 to give and provide proper receipts and discharges for such refund to the concerned Governmental Authority;

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

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

12.6 It is agreed and confirmed by the Allottee/s that in case the Promoter has made payment of the stamp duty in respect of this Agreement, then the Promoter shall

be fully entitled and at liberty to apply for and obtain refund of such stamp duty from the concerned Governmental Authority, including those under the Maharashtra Stamp Act, 1958, and in the event the same or any part thereof is received, to appropriate the said amount to and for itself, towards reimbursement of the stamp duty paid by it. The Allottee/s shall not raise any objection, dispute or claim in respect of the aforesaid.

ARTICLE 13 - INSURANCE

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

ARTICLE 14 – INDEMNITY

14.1 The Allottee/s hereby agree/s and undertake/s to indemnify and keep indemnified and saved harmless at all times, the Indemnified Parties, and their estates and effects, against all loss or damage, and/or any suits, actions, proceedings or notices that they, or any of them, may sustain and suffer, and all costs, charges and expenses, that they, or any of them, may incur by reason, or as a result of: (a) any failure, breach, default, non-observance, or non-performance, or non-compliance by the Allottee/s of any of the terms, conditions and provisions of this Agreement, and/or (b) any accident or injury caused to, or suffered by, the Allottee/s, or his / her / their / its family members, guests, servants, agents, representative/s, and any person/s residing in, or occupying, or entering upon, the Project, including any persons visiting the Allottee/s or his / her / their / its family, guests or visitors or staff, and all persons claiming through or under them or any of them.

ARTICLE 15 - NO LIABILITY

15.1 Neither the Promoter, nor any Promoter Affiliates, nor the PMC, nor any of their respective directors, officers, employees, agents, or contractors, shall be liable to the Allottee/s, and/or any persons claiming through or under the Allottee/s, or otherwise, for and/or in respect of:

15.1.1 any harm, injury, loss or damage to any person/s, or property caused by, or through, or in any way associated with, a failure, malfunction, explosion or suspension of electricity, telephone, gas, water, drainage, or sewerage, supply or connections to the Project or any part thereof, and whether or not the same is caused by any Force Majeure Event, or otherwise howsoever;

15.1.2 any harm, injury, loss, damage, or inconvenience suffered by, and/or caused to, any person/s, or property, due to, or related to, or caused by, or in the course of the use, or entry into the Apartment, and/or the access to any part of the Project; and,

15.1.3 for the security, safekeeping and insurance, of the Project, or any part thereof, and of any person/s therein, and/or of the contents and possessions thereof.

ARTICLE 16 - GENERAL PROVISIONS

16.1 Interest; Other Charges

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

16.2 Allottee/s Obligation of Confidentiality

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

confidentiality), any Confidential Information, except where any Confidential Information:

16.2.1.1 is required by Applicable Law to be disclosed;

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

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

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

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

16.3 Intellectual Property

16.3.1 The Allottee/s acknowledge/s that all Intellectual Property is and shall always be exclusively owned and held by the Promoter alone and that the Allottee/s shall never have any right, title, interest or license in respect thereof;

16.3.2 The Allottee/s shall not reproduce/replicate/publish or use in any manner howsoever, whether for commercial purposes, personal reasons, or otherwise, any Intellectual Property, and/or any Plans, Approvals, Informative Materials and/or any such materials which may be created or intended/proposed to be created or marketed by the Promoter, and

disclosed to the Allottee/s, prior to, or during the subsistence of, the Agreement;

16.3.3 The Allottee/s shall immediately bring to the notice of the Promoter any improper or wrongful use or any unauthorised replication/reproduction of Intellectual Property, by any persons or parties, which has come to its/their knowledge.

16.4 Promoter's Overriding And Paramount Right Over The Apartment & Parking Space/s

16.4.1 Without prejudice, and in addition, to all its other rights and remedies under this Agreement, and the position that the Apartment and the Parking Space/s are, and continue to be, exclusively owned and held by the Promoter and is merely agreed to be allotted and sold herein, the Promoter shall always be and be deemed to have first, overriding and paramount charge and lien over the Apartment and the Parking Space/s in respect of all outstanding and unpaid Aggregate Payments payable by the Allottee/s to the Promoter.

16.4.2 Nothing contained in this Agreement is intended to be, and/or shall be construed as, a grant, transfer, demise or assignment in law of any part of the Entire Land, including Project Land, and/or the Project, and/or the Common Areas & Amenities to the Allottee/s. So far as the Allottee/s right/s, interest and benefit/s are concerned, the nature and scope of this Agreement is limited to an agreement for allotment and sale of the Apartment strictly upon and subject to the terms, conditions and provisions herein. The Project Land, Common Areas & Amenities, and Limited Common Areas & Amenities, are and shall always remain property of the Promoter until the transfer/s thereof, as provided in Article (11), and in terms thereof. The Allottee/s shall also not have any claim, save and except, in respect of the Apartment hereby agreed to be allotted and sold, and the benefit of the use of the Parking Space/s thereto.

16.5 Notices

(i) All notices, intimations, demands, correspondence and other communications to be served on the Allottee/s or the Promoter, as the case may be, under, and/or in pursuance of this Agreement, shall be deemed to have been duly, effectively and sufficiently delivered, if

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

- (ii) It shall be the duty of the Allottee/s to inform the Promoter of any change in the postal address, and/or the e-mail address as recorded in the Statement annexed hereto and marked **Annexure 'E'** by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Allottee/s.
- (iii) That in case there are Joint Allottee/s all communications shall be sent by the Promoter to the Allottee/s whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee/s.

16.6 Waiver

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

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

16.7 Promoter's Rights Cumulative

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

16.8 Severability

Any provision of this Agreement, which is invalid or unenforceable, shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof. If for any reason whatsoever, any provision of this Agreement is or becomes, or is declared by a court of competent jurisdiction to be, invalid, illegal or unenforceable, then the Promoter will prepare and provide the provision/s to be substituted, which provision/s shall, as nearly as practicable, leave the Parties in the same or nearly similar position to that which prevailed prior to such invalidity, illegality or unenforceability.

16.9 Entire Agreement

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

16.10 Registration

16.10.1 The Promoter and the Allottee/s shall, as required under RERA, immediately after the execution of this Agreement but in any event, not later than four (4) months from the date hereof, at the Allottee/s' own costs, expenses and initiation, present and lodge this Agreement for registration with the Office of the Sub-Registrar/Joint Sub-Registrar of Assurances at Mumbai, and admit execution hereof. If the Allottee/s fail/s or neglect/s to present and lodge this Agreement for registration and/or admit execution thereof, for any reason whatsoever, the Promoter will not be liable or responsible for the non-registration of this Agreement and for the consequences arising therefrom, nor shall the Promoter be liable to pay any penalty for their late attendance to complete the registration formalities.

16.10.2 The Allottee/s has been informed, and is aware, that that this Agreement is to be executed and registered with the concerned Sub Registrar of Assurances, upon making payment of 10% of the Purchase

Price and failure of the same may result in action by the RERA Authorities. In view thereof, the Allottee/s agrees and accepts that he/she/it/they shall be solely liable and responsible for all the cost, charges and consequences that the Promoter may incur on account of the failure of the Allottee/s to execute and register with the concerned Sub Registrar of Assurances, this Agreement.

16.11 Binding Effect

16.11.1 It is agreed that forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s executes and delivers this Agreement with all the annexures and schedules along with the payments due as stipulated in the schedule of payment set out in the Statement annexed hereto and marked **Annexure 'I'** and secondly, appears for registration of the same before the Office of the Sub-Registrar/Joint Sub-Registrar of Assurances concerned, as and when intimated in writing by the Promoter. If the Allottee/s fail to execute and deliver to the Promoter this Agreement within thirty (30) Days from the date of its receipt by the Allottee/s and/or appears before the Sub-Registrar for its registration as and when intimated by the Promoter, the same shall be an Allottee/s Event of Default, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within fifteen (15) Days from the date of its receipt by the Allottee/s, the application of the Allottee/s shall be treated as cancelled, and all sums deposited/paid by the Allottee/s in connection therewith, after deducting therefrom the Liquidated Damages and the Other Reimbursements / Amounts Payable On Termination, shall be refunded to the Allottee/s within thirty (30) Days from the cancellation of allotment without any Interest or compensation whatsoever. It is agreed and clarified that if any part of the Liquidated Damages and the Other Reimbursements/Amounts Payable On Termination is not recoverable from the Purchase Price paid by the Allottee/s, the same shall be paid by Allottee/s to the Promoter within fifteen (15) Days from the aforesaid cancellation and termination along with Interest till receipt of the entire sum thereof by the Promoter.

16.12 Costs

16.12.1 All costs, charges and expenses, including stamp duty and registration charges, payable upon and in respect of this Agreement,

and all related and incidental documents and writings, shall be borne and paid solely by the Allottee/s.

- 16.12.2 All costs, charges and expenses, transfer fees, premium, stamp duty, registration charges, Taxes etc. arising, and/or payable, in respect of all deeds, documents, instruments and writings incidental or related to this Agreement, and/or to be executed in pursuance hereof, that is: (i) transfer and conveyance of the structure of each of the towers in the Project or the combination of any of such towers in the Project along with applicable Limited Common Areas & Amenities within the habitable floors to the one Entity & Organisation for the entire Project, or one or more Entity & Organisation for each tower or the combination of any of the towers of the Project or any part thereof as formed by the Promoter, and (ii) the transfer and conveyance of the balance/remaining developments of the Project including the Common Areas & Amenities and certain Limited Common Areas & Amenities (but excluding the building structures transferred and conveyed to the respective Entity & Organisation) to the Apex Body/single Entity & Organisation formed for the entire Project; and all other related and incidental deeds, documents and writings including all costs, charges and expenses for preparing and engrossing the same, professional fees or charges payable to the Promoter's Advocates & Solicitors and towards stamp duty and registration fees, shall: (a) in respect of the documents and writings referred to in (i) above be proportionately borne and paid by the allottees/purchasers of the Premises in the concerned/applicable tower/s of the Project and/or all the Entity & Organisation in respect of concerned/applicable tower/s of the Project, and (b) in respect of, documents and writings referred to in (ii) above by all the Entity & Organisation to be formed and constituted in respect of the Project and/or the Apex Body. The Promoter shall not be liable to bear and pay any such liabilities, or contribute towards the same.

16.13 Successors and Assigns

- 16.13.1 No rights, liabilities or obligations under this Agreement shall be assigned by the Allottee/s without the prior written consent of the Promoter;

16.13.2 The Promoter shall always be entitled, in its discretion, to assign this Agreement, and/or all, or any of, its rights and obligations under this Agreement, to any Promoter's Affiliates, including any entity in pursuance of an amalgamation, merger, demerger, or other corporate restructuring of the Promoter.

16.14 **Laws**

This Agreement and the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with Applicable Law.

16.15 **Dispute Resolution**

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

16.16 **Jurisdiction**

This Agreement shall be governed in all respects by Applicable Law, courts at Mumbai shall have exclusive jurisdiction.

16.17 **Survival**

This Article (16.17), Article (12) (Consequences of Termination), Article (16.5) (Notices), Article (16.16) (Jurisdiction), Article (16.15) (Dispute Resolution) and Article (16.2) (Confidentiality), and all other rights and obligations of the Parties that are held after, and/or are required to be observed and performed upon and after the termination of this Agreement, shall survive the termination of this Agreement, and the Parties shall continue to respectively hold such rights, and be bound, liable and obliged to comply with their obligations in respect thereof.

16.18 The Promoter and Allottee/s respectively state/s that they are respectively assessed to Income Tax and their respective Permanent Account Numbers are as mentioned in the Statement annexed hereto and marked **Annexure 'E'**.

The First Schedule Above Referred To:

(Description of the "Entire Land")

ALL that piece and parcel of land admeasuring approximately 26,367.20 square meters and bearing C.T.S. Nos. 533, 533/1, 533/2 and 553 of Village Nahur, Taluka Kurla, Mumbai Suburban District, in the Registration Sub- District and District Mumbai

Suburban, situate at Lal Bahadur Shastri Marg, Mulund (West), Mumbai and bounded as follows:

- On or towards the North : partly by the land bearing C.T.S. No. 535 of Village Nahur, and partly by the land bearing C.T.S. No. 541 of Village Nahur;
- On or towards the South : partly by the land bearing C.T.S. No. 531 of Village Nahur, partly by the land bearing C.T.S. No. 532 of Village Nahur and partly by L.B.S. Marg;
- On or towards the East : by 30.50 M.L.B.S. Marg; and
- On or towards the West : partly by the land bearing C.T.S. No. 534 of Village Nahur and partly by the land bearing C.T.S. No. 531 of Village Nahur.

The Second Schedule Above Referred To:

(Description of the “Project Land”)

All that piece and parcel of land admeasuring about 15,350.76 square meters bearing C.T.S. Nos. 533(pt), 533/1, 533/2(pt) and 553(pt) of Village Nahur, Taluka Kurla, Mumbai Suburban District, in the Registration Sub-District and District Mumbai Suburban, situate at Lal Bahadur Shastri Marg, Mulund (West), Mumbai, being a portion of the Entire Land described in First Schedule hereinabove written, The Project Land is bounded as follows:

- On or towards the East : partly by the land bearing C.T.S. No. 533/2(pt) of Village Nahur, partly by the land bearing C.T.S. No. 533(pt) of Village Nahur, and partly by 30.50M wide L.B.S. Marg of Village Nahur;
- On or towards the South : partly by the land bearing C.T.S. No. 531 of Village Nahur, partly by the land bearing C.T.S. No. 533(pt) of Village Nahur, and partly by C.T.S. No. 533/2(pt) of village Nahur and partly by the land bearing C.T.S. No. 553(pt) of Village Nahur;
- On or towards the West : partly by the land bearing C.T.S. No. 534 of Village Nahur, and partly by the land bearing C.T.S. No. 531 of Village Nahur;
- On or towards the North : partly by the land bearing C.T.S. No. 533(pt)

of Village Nahur, and partly by the land bearing C.T.S. No. 535 of Village Nahur.

The Third Schedule Above Referred To:

(Description of the “Apartment” and “Parking Space/s”)

All that the proposed Apartment bearing no. _____, admeasuring approximately _____ square meters Carpet Area (RERA) that is, approximately _____ square feet Carpet Area (RERA), on the _____ habitable floor, of Tower “Kalpataru Elitus _____”, together with _____ vehicle Parking Space/s, in the Project known as “Kalpataru Elitus”.
Balcony (Open) area attached to the Apartment is approximately _____ square meters, that is, approximately _____ square feet;

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

SIGNED AND DELIVERED) For Kalpataru Limited
by the within named Promoter,)
Kalpataru Limited)
in the presence of...)

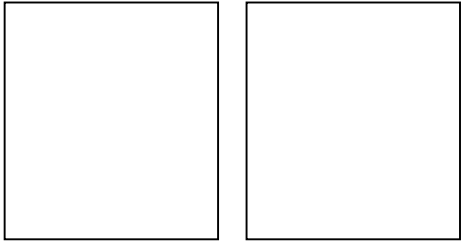
Director / Constituted Attorney

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Mr. _____

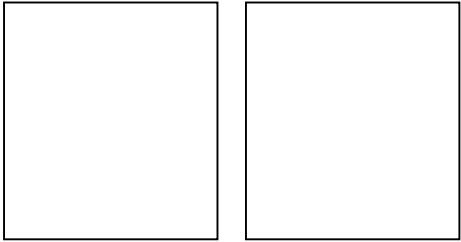
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Signed And Delivered)
by the within named Allottee/s,)
1. _____)
2. _____)
in the presence of...)



Mr. _____

Photograph/Left Thumb Impression



Mr. _____

Photograph/Left Thumb Impression

Receipt

Received on or before execution hereof, of)
and from the within named Allottee/s, the)
sum of Rs. _____/-)
(Rupees _____)
_____)
_____)
_____ only))
vide cash / cheque / draft / pay order bearing)
No. _____ dated _____)
drawn on _____)
_____)
_____ being the Booking)
Amount/part consideration of the Purchase)
Price agreed to be paid by the Allottee/s, to) **Rs.**_____-/-
us as within mentioned

Witnesses:

For Kalpataru Limited

Director/Constituted Attorney

ANNEXURE ‘A’
DEEDS AND DOCUMENTS IN RESPECT OF THE ENTIRE LAND

ANNEXURE ‘B’
PLAN OF THE ENTIRE LAND & THE PROJECT LAND

ANNEXURE ‘C’
PROPERTY REGISTER CARDS OF THE ENTIRE LAND

ANNEXURE ‘D’
MAHARERA REGISTRATION CERTIFICATE

ANNEXURE ‘E’
APARTMENT AND ALLOTTEE/S DETAILS

Sr.		Particulars		
(1).	Project	“Kalpataru Elitus”, as per MAHARERA Registration No. P51800023840.		
(2).	Tower	Kalpataru Elitus _____		
(3).	Apartment	Apartment bearing No. _____, on _____ habitable Floor of the Tower “Kalpataru Elitus _____” in the Project, admeasuring about;		
			Square Meters	Square Feet
		Carpet Area (RERA) of Apartment		
		Balcony (Open) area attached to the Apartment		
(4).	Parking Space/s	____ (_____) vehicle parking spaces in the Project		
(5).	Purchase Price	Rs. _____/- (Rupees _____ Only)		
(6).	Date of Offer of Possession of the Apartment	On or before _____		
(7).	Postal address of the Allottee/s			
(8).	Postal address of the Promoter			

(9).	E-mail address of the Allottee/s.	
(10).	E-mail address of the Promoter.	
(11).	Permanent Account Numbers of the Promoter	
(12).	Permanent Account Numbers of the Allottee/s	

ANNEXURE ‘F-1’
FLOOR PLAN

ANNEXURE ‘F-2’
APARTMENT PLAN DEPICTING VARIOUS AREAS

ANNEXURE ‘G’
APARTMENT AMENITIES

ANNEXURE ‘H-1’
INTIMIATION OF DISAPPROVAL

ANNEXURE ‘H-2’
COMMENCEMENT CERTIFICATE

ANNEXURE ‘I’

The Purchase Price of Rs. _____/- (Rupees_____

_____Only) payable by the Allottee/s

in instalments against the following milestones:

Sr.	Time for Payment		Amount
1	Part Booking Amount	:	Rs._____/-
2	Balance Booking Amount	:	Rs._____/-
3	On	:	Rs._____/-
4	On	:	Rs._____/-
5	On	:	Rs._____/-
6	On	:	Rs._____/-
7	On	:	Rs._____/-

8	On	:	Rs.	/-
9	On	:	Rs.	/-
10	On	:	Rs.	/-
11	On	:	Rs.	/-
12	On	:	Rs.	/-
13	On	:	Rs.	/-
14	On	:	Rs.	/-
15	On	:	Rs.	/-
16	On Date of Offer of Possession	:	Rs.	/-
	Total :	:	Rs.	/-

ANNEXURE ‘J-1’ & ‘J-2’
CERTIFICATE OF TITLE

ANNEXURE ‘K’
COMMON AREAS & AMENITIES
AND
LIMITED COMMON AREAS & AMENITIES

DATED THIS DAY OF 20__

BETWEEN

Kalpataru Limited
Registered Office:91, Kalpataru Synergy,
Opposite Grand Hyatt, Santacruz (East), Mumbai
– 400 055

..... the **PROMOTER**

AND

Mr./ Miss. Mrs./M/s._____

a Company/Firm/an Individual/s, having
his/her/their address at _____

..... the **ALLOTTEE/S**

AGREEMENT FOR SALE

In respect of Apartment No. _____ on the _____
habitable floor of “_____” in Tower
“Kalpataru Elitus _____”, along with the
use of ____ (____) vehicle parking space/s in the
project/complex “Kalpataru Elitus” situate Lal
Bahadur Shastri Marg, Mulund (West), Mumbai.