

AGREEMENT

ARTICLES OF AGREEMENT made at _____, this ____ day of _____, 20____
BETWEEN,

M/S. APEX REALTY (PAN NO. ABWFA6633J), a Partnership Firm registered under the provisions of the Indian Partnership Act, 1932 and having its registered office address at Sr. No- 80/1 & 80/2, Next to Sri Sathya Sai Sanjeevani Hospital, Near Amandoot Metro Station, Rohinjan, Kharghar, Navi Mumbai - 410208. through its authorized Partner/s _____, hereinafter referred to as the **“PROMOTERS”** (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include partners for the time being of the said firm, the survivor(s) of them and the heirs, executors, administrators and assigns of the last surviving partner) of the **ONE PART**

AND

Mr./Mrs./M/s. _____ of
Mumbai, Indian Inhabitant/s, (PAN NO: _____) (Aadhaar No: _____) residing at _____, hereinafter referred to as **"THE PURCHASER/S/ ALLOTTEE/S"** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include his/her/their heirs, administrators and permitted assigns) of the **OTHER PART**:

[OR]

[If the Purchaser/Allottee is a Company]

_____, (CIN No. _____) a company incorporated under the provisions of the Companies Act, 1956/2013, having its registered office at _____, (PAN No: _____), represented by its authorized signatory, _____, duly authorized *vide* board resolution dated _____, hereinafter referred to as the **“THE PURCHASER/S/ ALLOTTEE/S”** (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest, executors, administrators and permitted assigns) of the **OTHER PART**.

[OR]

[If the Purchaser/Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN No: _____), represented by its authorized partner, _____, (Aadhaar No. _____) authorized *vide* _____, hereinafter referred to as the **“THE PURCHASER/S/ ALLOTTEE/S”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assigns, including those of the respective partners) of the **OTHER PART**.

[OR]

[If the Purchaser/Allottee is a HUF]

Mr. _____, (**PAN No:** _____), (Aadhaar No. _____), son of _____, aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business/residence at _____, hereinafter referred to as the "**THE PURCHASER/S/ ALLOTTEE/S**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assigns) of the **OTHER PART**.

WHEREAS:

1. By virtue of Deed of Conveyance dated 11-04-2023 executed between Adhiraj Constructions Private Limited, a Company registered under the provisions of the Indian Companies Act 1956, having its registered office at 506, Sharda Chambers, 15, New Marine Lines, Mumbai - 400020 (hereinafter referred to as the 'said Erstwhile Owners') and the Promoters herein, the said Erstwhile Owners have sold, transferred and conveyed in favour of the Promoters herein all its rights, title and interest in respect of an admeasuring 11,242.79 Square meters from and out of Survey No. 80/1, situate, lying and being at Village Rohinjan, Taluka Panvel and District Raigad, for such consideration and upon such terms and conditions as mentioned therein. The said Deed of Conveyance is registered with the Sub Registrar of Assurances under Serial No. 5991-2023 dated 11-04-2023. The balance area admeasuring 1657.21 Square meters ("**Road Area**") of Survey No. 80/1, being affected by a planned 24 meters wide Road, has been handed over by Smt. Minal Kunj Behari Gupta, an adult, Indian Inhabitant, residing at 91, Sujata, L. D. Ruparel Cross Marg, Malabar Hill, Mumbai – 400 006 (hereinafter referred to as the First Erstwhile Owner) to the Panvel Municipal Corporation (**PMC**) by virtue of Indemnity Bond dated 05th April, 2022 and registered under Serial No. PVL – 4 – 4423 – 2022 dated 05-04-2022 for such Transferable Development Right (TDR) benefits and upon such terms and conditions as mentioned therein.

2. By virtue of an Agreement for Sale of Transferable Development Right (TDR) dated 25-08-2023 executed between the said Erstwhile Owners (as the Transferors therein), the said First Erstwhile Owner (as the Confirming Party therein) and the Promoters herein (as the Transferees therein), the said Erstwhile Owners, with the irrevocable consent of the Confirming Party therein, agreed to sell, transfer and assign in favour of the Promoters herein the Transferable Development Right (TDR) of 3314.42 Square meters to be allotted / granted by Panvel Municipal Corporation (PMC) as per the provisions of Development Control Regulation, in lieu of surrender of the balance area admeasuring 1657.21 Square meters, forming the part of Survey No. 80/1, situate, lying and being at Village Rohinjan, Taluka Panvel and District Raigad in favour of PMC for Road widening vide the Indemnity Bond dated 05th April, 2022 (hereinafter referred to as the said **Road TDR / FSI**). The said Agreement for Sale of Transferable Development Right (TDR) is

registered with the Sub Registrar of Assurances under Serial No. PVL-2-14925-2023 dated 06-09-2023.

3. The said area admeasuring 11,242.79 Square meters of Survey No. 80/1 conveyed to the Promoters herein together with the right and entitlement of the Promoters herein to the said Road TDR / FSI of 3314.42 Square meters to be allotted/ granted by PMC in lieu of surrender of the balance area admeasuring 1657.21 Square meters, forming the part of the Survey No. 80/1, situate, lying and being at Village Rohinjan, Taluka Panvel and District Raigad shall be hereinafter collectively referred to as the **“said First Property”** and the same is more particularly described Firstly in the First Schedule hereunder written.

4. The 7/12 Extract in respect of the said First Property stands in the name of the Promoters herein. The 7/12 Extract in respect of the said First Property is annexed hereto and marked as **Annexure “A-1”**.

5. By virtue of Deed of Conveyance dated 14-03-2023 executed between the said Erstwhile Owners and the Promoters herein, the said Erstwhile Owners have sold, transferred and conveyed in favour of the Promoters herein all their rights, title and interest in respect of Survey No. 80/2 admeasuring 2,500 Square meters situate, lying and being at Village Rohinjan, Taluka Panvel and District Raigad (hereinafter referred to as the **“said Second Property”**) and the same is more particularly described Secondly in the First Schedule hereunder written, for such consideration and upon such terms and conditions as mentioned therein. The said Deed of Conveyance is registered with the Sub Registrar of Assurances under Serial No. 4075-2023 dated 14-03-2023.

6. The 7/12 Extract in respect of the said Second Property stands in the name of the Promoters herein. The 7/12 Extract in respect of the said Second Property is annexed hereto and marked as **Annexure “A-2”**.

7. The said First Property and the Second Property is hereinafter collectively referred to as **“the said Entire Property”** and the same is more particularly described Firstly and Secondly in the First Schedule hereunder written.

8. In the above circumstances, the Promoters are entitled to develop the said Entire Property by constructing Residential cum Commercial Building as per the building plans that shall be sanctioned by the concerned Authority.

9. The Promoters have informed the Purchaser/s and the Purchaser/s is/ are aware and have hereby expressly agreed and confirmed that as per the Unified Development Control and Promotion Regulation (UDCPR) 2020, an additional FSI /TDR is available over & above the present base FSI /TDR available on the said Entire Property and the computation of total FSI/TDR that shall be permissible for construction on the said Entire Property is done as per the provisions of UDCPR. Accordingly, PMC, vide its Letter of Intent (LOI) dated 29-12-2023, bearing ref.no.

PMC/TP/Rohinjan/80/1 & 80/2/21-23/16322/3640/2023, has granted additional FSI+TDR by way of (i) Premium FSI of 0.5 (7700 Square meters) + (ii) permissible TDR area of 1.15 (17710 Square meters) together with (iii) Transferable Development Right (TDR) of 3313.030 Square meters (TDR granted by PMC in lieu of surrender of area admeasuring 1656.515 Square meters of the Survey No. 80/1 X 2.00) + (iv) permissible Ancillary area FSI admeasuring 24478.342 Square meters (Residential: 23831.773 Sq. mtrs + Commercial: 646.569 Sq. mtrs) over and above the (v) Base FSI of 1.1 (15117.834 Square meters). Thus, considering the total area of the said Entire Property and permissible FSI /TDR thereon, the total FSI + TDR of **65,006.17 Square meters** can be utilized on the said Entire Property as per the said LOI. At present, the PMC has proposed two DP Roads on the said Entire Property, one admeasuring 18 meters of width and another admeasuring 12 meters of width in the draft DP for Panvel. The Promoters have challenged the proposal for the said two DP Roads in the draft DP and upon removal of the said two DP Roads from the said Entire Property, the Promoters shall be entitled to utilize further additional FSI of the said two DP Roads on the said Entire Property. The Promoters have further informed that the said Project is near an existing Amandoot Metro Station and as per the policy of State Government, an additional FSI for such Project is likely to be granted on the said Entire Property in future and further, the Promoters are entitled to utilize such additional FSI as shall be granted on the said Entire Property in the vicinity of the said existing Metro Station as shall be permissible on the said Entire Property along with an Ancillary FSI of 0.6 (for Residential use) and Ancillary FSI of 0.8 (for Commercial use) on the said Entire Property. Thus, as per the Policy of State Government for additional FSI near the existing Amandoot Metro Station and further additional FSI of the said two DP Roads, together with the existing total FSI mentioned in the said LOI, the total cumulative FSI/TDR that can be utilized on the said Entire Property aggregates to **Approx 75,000 Square meters** (hereinafter referred to as the "**Total Permissible FSI +TDR**").

10. The Promoters have, based on the plans submitted by the Promoters, received Environmental Clearance (EC) Dated 09-10-2024 bearing Identification no. EC24B038MH170661 for the proposed construction on the said Entire Property, inter-alia permitting the construction of a Residential cum Commercial Building comprising of Three Wings/Towers, namely, Wing/Tower A (Ground + 39 upper Floors), Wing/Tower B (Ground + 39 upper Floors) and Wing/Tower C on the said Entire Property and upon such terms and conditions as are mentioned therein.

11. The Promoters, through their Architect "**A1 ARCHITECTS AND INTERIOR DESIGNERS**", having its Office address at Kamal Pushp, 101, Plot no. 48, Sector R4, Pushpak Nagar, Panvel, has prepared and submitted to Panvel Municipal Corporation (PMC) and other authorities the building plans, specifications and designs for the said Entire Property by initially proposing to utilize the part permissible FSI/TDR from and out of the said Total Permissible FSI + TDR on the said Entire Property, by constructing Residential cum Commercial Building/s consisting of Ground + upper Floors on the said Entire Property. The PMC has sanctioned the building plans, specifications and designs submitted by the Promoters and granted its Development permission and Commencement Certificate, vide its letter dated 17-10-2024, having ref. no. PMC/TP/Rohinjan/80/1 & 80/2/21-24/16322/2528/2024, to construct a Residential cum

Commercial Building comprising of Three Wings, namely, Tower A, Tower B and Tower C, wherein Tower A consists of Ground + 39 upper Floors, Tower B consists of Ground + 14 upper Floors and Tower C consists of Ground + 14 upper Floors, in accordance with the sanctioned Building Plans. The copy of the said Commencement Certificate dated 17-10-2024 issued by PMC is annexed hereto and marked **Annexure "B"**.

12. The Promoters have also appointed " _____ " having its Office address at _____, as RCC Consultants and have entered into standard Agreement for carrying out the construction of the said Building/s and also have entered into standard agreement with the Architect for preparing plans of the said Building/s.

13. The Promoters have informed the Purchaser/s and the Purchaser/s is/are specifically made aware that the Promoters have, at present, obtained the sanction of plans for a Residential cum Commercial Building comprising of Three Wings, namely, Tower A, Tower B and Tower C by utilizing part permissible FSI of **36,950 Sq. meters** from and out of the said Total Permissible FSI. However, the Promoters shall initially construct Tower A and Tower B of the said Residential cum Commercial Building on the portion of the said Entire Property admeasuring 7612 Square meters (**PLOT A**) (hereinafter referred to as the **said Property**) as demarcated in Yellow highlights on the Layout Plan of the said Entire Property annexed hereto as Annexure C, by utilizing the FSI of **31,081.296 Square meters** from and out of the said Total Permissible FSI (hereinafter referred to as the **said Project**). The Promoters are thus entitled to utilize the entire unutilized balance FSI on the said Entire Property (**Balance FSI**) from the said Total Permissible FSI.

14. The Promoters have now commenced construction of the said Project comprising of Tower A and Tower B of the said Residential cum Commercial Building on said Property (**PLOT A**), wherein Tower A consists of Ground + 39 upper Floors, Tower B consists of Ground + 14 upper Floors, by utilizing the FSI of **31,081.296** Square meters from and out of the said Total Permissible FSI+TDR in accordance with the sanctioned plans as per Commencement Certificate dated 17-10-2024. The Promoters reserve their right to continue development of the said Entire Property by utilizing the said Balance FSI partly for (i) the construction of additional Floors/premises in the said Project on the said Property (**PLOT A**) and partly for (ii) the construction of a separate Structure/Tower on the balance portion of said Entire Property (**PLOT B**) not forming the part of the said Project in accordance with the said Commencement Certificate and such further development permission and Commencement Certificate/s that shall be issued for the said Entire Property. The Purchaser/s herein has/have, after understanding the manner in which the development of the said Entire Property shall be completed, agreed to purchase from the Promoters a Flat/Shop in the said Project for such consideration and upon such terms and conditions as appearing hereinafter. A Layout Plan of the said Entire Property is annexed hereto and marked as **Annexure "C"**.

15. The Purchaser/s is/are further informed and is/are aware and the Purchaser/s hereby accept/s that the Promoters shall amend the existing plans and obtain a revised Commencement

Certificate/s by consuming unutilized balance FSI from and out of the said Total Permissible FSI +TDR/ the said Balance FSI on the said Entire Property for construction of additional Floors/ Premises in the said Project, i.e. Tower A and Tower B and for carrying out such additional construction/changes in said Project, i.e. Tower A and Tower B on the said Entire Property as shall be approved by PMC in the said Project (hereinafter referred to as the **Proposed Additional Construction**). The said change suggested herein are provisional and tentative changes. Provided however the same does not in any manner prejudicially alter the plan and specifications of the Premises agreed to be purchased by the Purchaser/s herein.

16 a. The said Project shall comprise of Two Residential cum Commercial Towers namely, Tower A and Tower B. In **TOWER A** (i) Ground Floor shall be reserved for Parking & Entrance Lobby, (ii) First Floor, Second Floor, Third Floor and Fourth Floor shall be reserved for Podium Parking, (iii) Fifth Floor shall be reserved for proposed Amenities, (iv) Sixth Floor onwards shall be reserved for Residential Flats AND in **TOWER B** (i) Ground Floor shall be partly reserved for Shops and partly for Parking & Entrance Lobby, (ii) First Floor shall be partly reserved for Shops and partly for Podium Parking, (iii) Second Floor, Third Floor and Fourth Floor shall be reserved for Podium Parking, (iv) Fifth Floor shall be reserved for proposed Amenities, (v) Sixth Floor onwards shall be reserved for Residential Flats, in the Project known as **“ELEGANCE TOWER A AND B” (said Project)** on the said Property.

16 b. The entire balance unutilized FSI on the said entire Property, after deducting the maximum Project FSI/TDR potential, shall be utilized by proposing a separate structure as shall be permissible on the balance portion of the said Entire Property (PLOT B) (hereinafter referred to as the said **“Future Development”**). The Promoters have informed the Purchaser/s and the Purchaser/s is/are aware that a separate Project comprising the said Future Development on the balance portion of the said Entire Property (PLOT B) shall be registered under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority and thus, by virtue of the Purchaser/s having signed this Agreement, it shall be construed that the Purchaser/s is/are aware and accepts the same.

17. The Promoters have registered the said Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority at Mumbai on _____ under registration no. _____. The copy of the Certificate of Registration of the Project is annexed hereto and marked as **Annexure “D”**.

18. The Purchaser/s has/have seen the approved plans as prepared by the Architect and the Purchaser/s is/are aware that the Promoters shall continue with the development on the said Entire Property in accordance with the Building plans/ revised Building plans sanctioned by PMC and/or all other concerned authorities for utilizing the said Total Permissible FSI+TDR on the said Entire Property.

19. The Report on Title issued by M/s. Himanshu Bheda & Associates, Advocates, has been seen and inspected by the Purchaser/s and a copy thereof has been annexed hereto and marked as **Annexure "E"**. The Purchaser/s has/have, also prior to the execution of this Agreement, for himself/herself satisfied about the right and title of the Promoters to the said Entire Property, the right of the Promoters to develop the said Entire Property and to construct the said building on the said Entire Property, more particularly described in the First Schedule hereunder written. The Purchaser/s, by virtue of his/her/their having executed this Agreement, is/are deemed to have accepted the title of the Promoters to the said Entire Property as clear & marketable and no further requisition or objection shall be raised upon it in any matter relating thereto.

20. On satisfying himself/herself/themselves about the plans and after the perusal of various deeds and documents, specifically referred to herein above and after satisfying himself/herself/themselves as regards the other terms and conditions including the Title of the Promoters to the said Entire Property, the Purchaser/s hereby agree/s to purchase Flat/ Shop No. _____ on the _____ Floor, admeasuring _____ Square meters (Carpet Area) or thereabouts in the Project/Building known as "**ELEGANCE TOWER A AND B**" to be constructed on the said Property (hereinafter referred to as the said Premises and which is more particularly described in the Third Schedule hereunder written) for a total consideration of Rs. _____ /- (Rupees _____ Only). The Typical floor plan of the said Premises is annexed hereto & marked as **Annexure "F"**. This carpet area is inclusive of unfinished wall surfaces, area under RCC Column and shear wall and other such structural members of the premises in the Buildings/Towers on the said Property being constructed thereof, as per the rules and regulations of Real Estate (Regulation and Development) Act, 2016.

21. The Promoters have further represented that as per the sanctioned Building plans, PMC has sanctioned certain additional areas as permitted under UD CPR. The Certificate of the Architect detailing the aforesaid additional areas is annexed hereto and marked as **Annexure "G"**. The Promoters shall pay/ have paid the necessary premium/charges to PMC for getting the sanction of the said additional areas from PMC. The aforesaid additional areas are fused to the said Premises. However, the Promoters have not charged any additional consideration for the aforesaid additional areas from the Purchaser/s. The Certificate issued by the Architect certifying the said carpet area and the said additional area sanctioned by PMC as mentioned herein above shall be final and binding on the parties hereto.

22. The Purchaser/s has/have seen and approved the Building and floor plan, and have understood the nature and quality of construction and fittings, fixtures, facilities and amenities to be provided in the said Premises as per the general specifications and amenities to be provided in the said Premises.

23. The parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all

applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

24. Both, the Promoters and the Purchaser/s, hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.

25. Now both the parties are desirous of recording the terms and conditions of these presents so reached between them.

NOW IT IS HEREBY AGREED, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. ACT AND RULES GOVERNING THE AGREEMENT:

This Agreement shall always be subject to the provisions contained in the Real Estate (Regulation and Development) Act, 2016 (RERA) or any amendment therein or re-enactment thereof for the time being in force or any other provisions of law applicable from time to time and the rules framed thereunder. Under the provisions contained in the Real Estate (Regulation and Development) Act, 2016, the Promoters are the Promoters and all references herein shall be read and construed accordingly. The said Real Estate (Regulation and Development) Act, 2016 shall be hereinafter referred to as the "Act" and the Rules framed there under shall be referred to as the "Rules".

2. INSPECTION OF DOCUMENTS AND SITE VISIT:

The Purchaser/s has/have inspected the Agreements, Sanctioned Plans and other relevant documents required to be given by the Promoters under the provisions of the Real Estate (Regulation and Development) Act, 2016 in respect of the said Entire Property and the Purchaser/s has/have visited the site of construction and made himself/herself/themselves familiar with the terms and conditions imposed by PMC and other relevant authorities. The Purchaser/s has/have demanded and the Promoters have given to the Purchaser/s inspection of the following documents:

- a. i. Deed of Conveyance dated 11-04-2023 in respect of the said First Property.
 - ii. Agreement for Sale of Transferable Development Right (TDR) dated 25-08-2023 in respect of the said First Property.
 - iii. Deed of Conveyance dated 14-03-2023 in respect of the said Second Property.
 - iv. 7/12 Extracts in respect of the said First Property and the Second Property.
 - v. Letter of Intent (LOI) dated 29-12-2023
 - vi. Report on Title.
 - vii. All the other deeds and documents on uploaded on MahaRERA website
 - viii. All other relevant documents, letters, papers and writings referred to herein.
- b. All plans sanctioned by PMC and other authorities, the designs, specifications, etc. submitted to PMC and other authorities as required under the provisions of the Real Estate

(Regulation and Development) Act, 2016 and the rules and regulations made thereunder, including the Commencement Certificate dated 17-10-2024.

c. The Purchaser/s has/have examined the foregoing Agreements and relevant documents, letters, papers and writings, inspection of which, the Promoters have given to him/her/them and got him/her/them satisfied.

d. The Purchaser/s bind/s himself/herself/themselves to adhere with terms and conditions of all documents/correspondence with PMC and other concerned authorities. All the liabilities pertaining to the above shall be borne and paid by the Purchaser/s as and when demanded by the PMC/other concerned authorities or the Promoters.

3. ADDITIONS AND ALTERATIONS:

The Promoters shall under normal conditions construct building/s on the said Property in accordance with the said plans and specifications duly approved and sanctioned by PMC and other concerned authorities. It is agreed that the Promoters shall, save as permissible under the Act and the Rules, not make any additions and alterations in the sanctioned plans, layout plans in respect of the said Premises, plot or building, as the case may be, without the previous written consent of the Purchaser(s)/Allottee(s). Provided however, in case if any change, additions, alterations in the layout plans are required by the sanctioning Authority, then such additions, alterations, shall be carried out without seeking any prior permission from the Purchaser(s)/Allottee(s) and the Purchaser(s)/Allottee(s) shall not challenge, dispute or raise any objection against the said changes in the sanctioned plans. Provided further that the Promoters may make such minor additions or alterations as may be required by PMC /other concerned Authorities as per the provisions of the Real Estate (Regulation and Development) Act, 2016 or any other act, statute or law governing the development of the said Entire Property. The Promoters shall keep the said revised plans and specifications at the office of the Promoters for inspection of the Purchaser/s.

4. SALE OF PREMISES AND PAYMENT CONDITIONS:

4 (a) The Purchaser/s hereby agree/s to purchase Flat/ Shop No. _____ on the _____ Floor, admeasuring about _____ Square meters equivalent to _____ square feet or thereabouts (Carpet Area) in the Building/Project known as “**ELEGANCE TOWER A AND B**” which is to be constructed on the said Property and *pro rata* share in the common areas [(“**Common Areas**”) as defined under clause (n) of Section 2 of Real Estate (Regulation and Development) Act, 2016] (hereinafter referred to as the said Premises and which is more particularly described in the Third Schedule hereunder written) for a total consideration of Rs. _____/- (Rupees _____ Only). The said total consideration also includes the consideration for (i) the proportionate price of the common areas and facilities appurtenant to the said Premises and which are more particularly described in the **Second Schedule** hereunder written and (ii) Parking space mentioned in clause _____ herein. The Purchaser/s has/have paid to the Promoters, on or before execution of this Agreement, a sum of

Rs. _____ /- (Rupees _____ Only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to the Promoters the balance amount of Rs. _____ /- (Rupees _____ Only) that shall be deposited in RERA Designated Collection Bank Account, _____ Bank, _____ Branch having IFS Code _____ situated at _____. In addition to the aforesaid Bank Account, the Promoters herein shall have opened in the same Bank a RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having no. _____ and _____ respectively. The Purchaser/s hereby agree/s to pay to the Promoters the said balance amount in the following manner (time being essence of the contract):

- i. Amount of Rs. /- (Rupees Only) (not exceeding 30% of the total consideration) to be paid to the Promoters after the execution of Agreement.
- ii. Amount of Rs. /- (Rupees Only) (not exceeding 45% of the total consideration) to be paid to the Promoters on completion of the Plinth of the Building in which the said Premises is located.
- iii. Amount of Rs. /- (Rupees Only) (not exceeding 70% of the total consideration) to be paid to the Promoters on completion of the slabs including podiums and stilts of the Building in which the said Premises is located.
- iv. Amount of Rs. /- (Rupees Only) (not exceeding 75% of the total consideration) to be paid to the Promoters on completion of the walls, internal plaster, floorings doors and windows of the said Premises.
- v. Amount of Rs. /- (Rupees Only) (not exceeding 80% of the total consideration) to be paid to the Promoters on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Premises.
- vi. Amount of Rs. /- (Rupees Only) (not exceeding 85% of the total consideration) to be paid to the Promoters on completion of the external plumbing and external plaster, elevation, terraces with water proofing of the Building in which the said Premises is located.
- vii. Amount of Rs. /- (Rupees Only) (not exceeding 95% of the total consideration) to be paid to the Promoters on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the Building in which the said Premises is located.
- viii. Balance Amount of Rs. /- (Rupees Only) to be paid to the Promoters against and at the time of handing over of the possession of the said Premises to the Purchaser/s on or after receipt of Occupancy Certificate or Completion Certificate.

The above consideration does not include various other charges, expenses more particularly mentioned in this Agreement and the same shall be paid by the Purchaser/s over and above the consideration mentioned herein on their respective due dates.

4 (b) The said total consideration excludes Taxes [consisting of tax paid or payable by the Promoters by way of GST or any other similar taxes which may be levied, in connection with the purchase of the said Premises and construction of the Project, payable by the Promoters] payable in accordance with the rules, regulations and notifications applicable at the relevant time even after the date of handing over the possession of the said Premises

4 (c) The Promoters have further represented that as per the sanctioned Building plans, PMC has sanctioned certain additional areas as permitted under UDCPR. The Certificate of the Architect detailing the aforesaid additional areas is annexed hereto. The Promoters shall pay/ have paid the necessary premium/charges to PMC for getting the sanction of the said additional areas from PMC. The aforesaid additional areas are fused to the said Premises. However, the Promoters have not charged any additional consideration for the aforesaid additional areas from the Purchaser/s. The Certificate issued by the Architect certifying the said carpet area and the said additional area sanctioned by PMC as mentioned herein above shall be final and binding on the parties hereto.

4 (d) The Promoters shall periodically give intimation to the Purchaser(s)/Allottee(s), on the amount payable as stated in Clause 4(a) above and the Purchaser(s)/Allottee(s) shall make payment within 15 (Fifteen) days from the date of such written intimation. In addition, the Promoters shall provide to the Purchaser(s)/Allottee(s) the details of the taxes payable or demanded along with the acts/rules/notifications together with dates from which such taxes/levies, etc. have been imposed or become effective.

4 (e) The said total consideration is mutually agreed and subject to such increases which are due to increase on account of development charges or any other charges, deposits, fees, etc. payable to the competent authority and/or any other increase in Taxes, Charges, Cess which may be levied or imposed by the competent authority from time to time. The Promoter agrees that while raising a demand on the Purchaser(s)/Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoters shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Purchaser(s)/Allottee(s), which shall only be applicable on subsequent payments.

4 (f) The Carpet area of the said Premises is in accordance with the definition of the Carpet area as per the Real Estate (Regulation and Development) Act, 2016. Further, the Promoters have informed the Purchaser/s and the Purchaser/s is/are aware that the carpet area mentioned in this Agreement is on the basis of unfinished internal wall surface, area under RCC Column and shear wall and other such structural members of the premises, and the carpet area of the said Premises upon completion shall include the plastering on the Wall, POP, if any, the areas under the wall and under RCC columns, shear walls and other structural members. Therefore, the Promoters have informed the Purchaser/s and the Purchaser/s is/are aware that there is likelihood that there can be some discrepancy in the Carpet area mentioned in this Agreement and the final carpet area of

the said Premises upon completion as mentioned in the Certificate issued by the Architect shall be final and binding on the parties. The Purchaser/s hereby agree, declare, confirm and undertake not to raise any objection, claim, dispute regarding such discrepancy in respect of the said carpet area. The Promoters shall confirm the final carpet area that has been allotted to the Purchaser(s)/Allottee(s) after the construction of the Building/s is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. If there is any reduction in the carpet area within the defined limit, the total price payable for the carpet area shall be recalculated upon receiving the net carpet area statement for the said Premises from the Project Architect. In case there is any reduction in carpet area, subject to the permissible variation cap of three percent, then Promoters shall refund the excess money paid by Purchaser(s)/Allottee(s) within the time prescribed in law and if there is any increase in the carpet area allotted to Purchaser(s)/Allottee(s), the Promoters shall demand the increased consideration from the Purchaser(s)/Allottee(s) in the immediate next milestone of the Payment Schedule. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 4(a) herein. It is agreed between the parties hereto that in case of increase or reduction in carpet area, both the Promoters and the Purchaser/s shall execute a Deed of Rectification or any other appropriate document wherein the said new carpet area of the said Premises shall be mentioned along with such other additions and alterations to this Agreement as shall be required by the Promoters in accordance with the said the Real Estate (Regulation And Development) Act, 2016. The cost of registration of such Deed of Rectification shall be borne by the Purchaser/s alone.

4 (g) The Promoters have also informed the Purchaser/s categorically and the Purchaser/s has/have agreed/understood that all the rules and regulations governing the sale of Flats / Shops by the Promoters and/or development of the said Entire Property by the Promoters and this Agreement shall be governed by Rules and Regulations under Real Estate (Regulation and Development) Act, 2016.

4 (h) The Purchaser/s hereby agree/s, declare/s and confirm/s with the Promoters that at the time of execution of this Agreement, the Purchaser/s shall deposit the entire TDS presently applicable at 1% of the total consideration or such amount of TDS as shall be applicable from time to time and deposit the same with the concerned authorities under Income Tax Department and the Purchaser/s shall file the necessary return of such TDS with the Income Tax authorities within the stipulated period under the Income Tax Act, 1961 and shall also issue the TDS Certificate to the Promoters within the stipulated period. The Permanent Account Number (PAN) of the Promoters is ABWFA6633J and the Purchaser/s shall deposit the TDS in the said PAN No. and shall complete all procedures accordingly. NOTWITHSTANDING anything contained herein, it is specifically agreed by the Purchaser that the Purchaser shall be entitled to get the credit of the TDS deducted by him/her/them only if the Promoters are entitled to get the credit from the Income Tax Department of such TDS amount paid by the Purchaser/s. Provided however, if no credit is available to the Promoters, then the same shall be reimbursed by the Purchaser/s. In case if there is any additional TDS required to be deducted (in addition to the TDS already deducted), then the Purchaser/s shall

deduct the same as and when required under law and the conditions mentioned above in this Clause shall be applicable for the additional TDS so deducted.

4 (i) At the request of Purchaser/s, the Promoters have agreed to reserve for the Purchaser/s a Car Parking Space/s bearing no. _____ admeasuring _____ Sq.ft., having _____ ft. length X _____ft. breath X _____ft. vertical clearance situate on the _____ Floor in the said Building/Project (hereinafter referred to as the said Car Parking space). No separate consideration is payable for the said Car Parking space.

5. MODE OF PAYMENT:

The payment of all the above installments will be accepted by Cheque/Demand Draft/Pay Order/NEFT/RTGS only and as per the Payment Schedule mentioned in clause 4(a) herein. The Cheque/s or Demand Draft or Pay Order should be drawn in favour of: **M/S. APEX REALTY Current Account No.** _____ with _____ **Bank Ltd.**, _____ Branch" and shall be sent to the administrative office of Promoters at Sr. No-80/1 & 80/2, Next to Sri Sathya Sai Sanjeevani Hospital, Near Amandoot Metro Station, Rohinjan, Kharghar, Navi Mumbai - 410208, either by hand delivery or by Registered A/D or by Courier (Acknowledgement Due in all types of deliveries). In case if the Purchaser/s has/have made the payment by NEFT or by RTGS, then immediately upon the Purchaser/s making such payment to the Promoter's designated account, the Purchaser/s shall intimate to the Promoters the UTR Number, bank details and such other details as shall be required by the Promoters to identify and acknowledge the receipt of the payment by the Promoters. In case, if the Promoters desires to receive further payments of balance installments, favouring certain other Bank Account of the Promoters, then and in that event, the Promoters shall specifically mention the new Bank Account in the Installment Demand Letter that shall be addressed to the Purchaser/s. Thereafter, the Purchaser/s shall himself/herself/themselves or cause his/her/their financial institution to draw the Cheque/s or Demand Draft or Pay Order favouring the said new Bank Account.

6. TIMELY PAYMENT OF THE INSTALLMENTS:

6(a) The Promoters shall give a Notice to the Purchaser/s intimating the Purchaser/s about the amount of the installment or the balance amount payable by the Purchaser/s to the Promoters in accordance with the Payment Schedule mentioned in clause 4(a) herein (Time being essence of the contract) and within 15 days from the date of letter, the Purchaser/s shall pay the amount of the said installment or the balance amount to the Promoters. The Purchaser/s will not hold the Promoters responsible for delay in postal service or delay in receipt or non-receipt of the said Notice.

6(b) Both the parties hereby agree with each other that timely payment of all the above installments and every other amount payable by the Purchaser/s under these presents to the Promoters shall be the essence of this contract. Both the Promoters and the Purchaser/s has/have mutually agreed that the Purchaser/s shall be liable and responsible to pay all the installments payable for the purchase of the said Premises and other charges payable under this Agreement on their respective due dates without committing any delay, defaulter demur. The

payment of any installments on the respective due date is essence of contractual shall be governed as per the terms of this Agreement. Notwithstanding the Schedule of payments mentioned in this Agreement if the Purchaser/s mixed any advance payment or additional payment not due at the time or receipt of this payment then any such advance shall be adjusted in the immediate next installment. No interest /compensation /rebate / adjustment shall be paid/made by the promoter for such advance payment made by the Purchaser/s or by housing finance companies/bank etc. on behalf of Purchaser/s. In case if the Purchaser/s has/have obtained/shall obtain from any Bank/NBFC or Money Lenders finance/Loan on the said Premises, then it shall be the sole and absolute responsibility of Purchaser/s herein to ensure that the disbursement of all the installments by the Bank/Financial Institution/Money Lender is done within the time frame mentioned in this Agreement. Both the Promoters and Purchaser/s has/have further agreed that if the Purchaser/s is/are in default of any of his/her/their obligations under this Agreement, including (but not limited to) making payment of all due amounts as per Payment Schedule mentioned in clause 4(a) herein, together with interest accrued thereon (if any), within 14 (fourteen) days of the date of the Demand letter from the Promoters, the Purchaser/s shall be deemed to be in default. In the event of such default, the Promoters shall issue to the Purchaser/s notice of such default and the Purchaser/s shall be provided with a further period of 14 (fourteen) days from the date of such notice to cure the said default. In the event that the Purchaser/s fail/s to cure such default within 14 (fourteen) days from the date of notice of such default (or such default is not capable of being rectified), the Promoters shall have the option to terminate and cancel this Agreement by sending a notice of termination by registered AD / speed post and all legal consequences as per the Act and the Rules shall follow. Subsequent to such termination, the Promoters shall deduct an amount not exceeding 2% of the said total consideration of the said Premises and refund the balance amount (if any) to the Purchaser/s as per the provisions of law. The refund by the Promoters shall be subject to the repayment of the loan amounts and interest and other charges payable under the terms and conditions of mortgage NOC or any other confirmation given to any Bank, NBFC, Financial Institution in case of the mortgage of the said Premises. The refund, after deducting such amounts as are deductible under this Agreement, shall be paid directly to such Bank, NBFC, Financial Institution only after the Purchaser/s has/have fully and entirely paid any other balance amount as shall be due and payable by the Purchaser/s to such Bank, NBFC, Financial Institution after adjusting the total refund that the Promoters shall deposit with such Bank, NBFC, Financial Institution. Further, the Purchaser/s shall obtain from such Bank, NBFC, Financial Institution the No Dues Certificate giving the full discharge of the loan taken and also NOC in favour of the Promoters to resell the said Premises to any third party without having any reference or recourse to the housing loan taken by the Purchaser/s. In the event of the Purchaser/s not obtaining such No Dues Certificate and NOC within a period of 15 days from the date of such cancellation/ termination, then and in that event, the Purchaser/s shall be liable to pay to the Promoters interest at maximum permissible rate for such delay. In case of such termination, the Stamp Duty, Registration charges, GST and all taxes paid by the Purchaser/s shall neither be refunded by the Promoters nor will the Promoters be under any obligation to facilitate the refund. It is further agreed by the parties hereto that part payment of any installment shall be construed to be the default in the payment of the said

installment. The Purchaser/s hereby agree/s and confirm/s to the aforesaid arrangement and agrees not to dispute or raise any objection against the Promoter/s or any Order or judgment that shall be passed against the Purchaser/s in law. In the event of such termination, the Promoters shall be entitled to resell the said premise to such third person/party, as the Promoters may deem fit, necessary and proper and recover and appropriate to themselves the entire sales consideration and other amounts that shall be received from such resale.

6 (c) It is agreed by the Purchaser/s that till such time as he/she/they has/have paid to the Promoters the entire consideration with or without interest amounts (as the case may be), as are stipulated hereinafter and all other outstanding amounts payable in respect of the said Premises, he/she they shall not claim any right, title, interest or possession in, of, over and upon the said Premises. Further, the Purchaser/s is/are also aware that ultimately the Promoters herein, in their sole and absolute discretion, shall, as per the provisions of Real Estate (Regulation and Development) Act, 2016, form two separate Co-operative Societies for Residential Premises and Commercial Premises respectively in the said Project. Subsequently, the Promoters shall, if required, form an Apex Body of both such Co-operative Societies in respect of the said Building in accordance with the Acts and Rules for the said Building/Project comprising of Residential Premises and Commercial Premises (hereinafter referred to as the said Society/ Apex Body) within a period of three months from the majority (51%) of Allottees/Purchasers have booked their Flat/Shop/Premises in the Project and within a period of three months from the date of the receipt of the Occupancy Certificate, the Promoters herein shall execute Deed of Conveyance in favour of such Society/s Apex Body that shall be formed for the said Building/ the entire layout.

6(d) The Promoters shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser(s)/Allottee(s) and such third party shall not have any right in the application/allotment of the said Premises applied for herein in any way and the Promoters shall be issuing the payment receipts in favour of the Purchaser(s)/Allottee(s) only.

7. The Promoters have informed the Purchaser/s and the Purchaser/s is/are aware that the Promoters are proposing to provide the internal amenities as mentioned herein the management thereof shall initially be entrusted to such person or party as the Promoters may deem it necessary and proper and upon the Society formation, the management may be entrusted to the Society/Ultimate Organization of Purchasers that shall be formed.

8. It is made clear by the Promoters, and the Purchaser(s)/Allottee(s) agree/s that the said Premises shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Property and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other Project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser(s)/Allottee(s). It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchaser(s)/Allottee(s) of the Project.

9. CANCELLATION BY PURCHASER(S)/ALLOTTEE(S):

a. The Purchaser(s)/Allottee(s) shall have the right to cancel/withdraw his/her/their allotment in the Project as provided in the Act. Provided that where the Purchaser(s)/Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoters, the Promoters herein are entitled to forfeit an amount not exceeding 2% of the said total consideration of the said Premises. Subject to the terms and conditions of mortgage NOC or any other confirmation given to any Bank, NBFC, Financial Institution, in case of the mortgage of the said Premises, the balance amount of money paid by the Purchaser(s)/Allottee(s) shall be returned by the Promoters to the Purchaser(s)/Allottee(s) as per the provisions of law. Provided however, such refund amount, if any, shall be governed as per the provisions of clause 6 (b) hereof. In this case, the Purchaser/s will not be entitled to any claim/taxes paid by them or demand Registration charges, Stamp Duty or interest paid by them. In case of the GST amount paid by the Purchaser/s, the Promoters shall not be obliged to refund any such amount paid by the Purchaser/s towards GST unless the Purchaser/s co-operate/s and complete/s the necessary procedure for completing the refund process from the GST Department in favour of the Promoters and the Promoters receive the refund of the GST paid by the Purchaser/s. In the event of such Cancellation, the Promoters shall be entitled to resell the said premise to such third person/party, as the Promoters may deem fit, necessary and proper.

b. Immediately upon the cancellation of this Agreement, the Purchaser/s herein shall handover the original Agreement together with all original receipts for payments made, original mortgage NOC to the Promoters within 7 (Seven) days of the cancellation notice by the Purchaser/s. Upon receiving all the aforesaid original documents from the Purchaser/s, the Promoters shall refund the excess monies (if any) refundable in accordance with clause 6 (b) hereof.

10. The Promoters shall provide the amenities and facilities as per the List of Amenities annexed hereto and marked **ANNEXURE "H"**.

11. RIGHTS OF THE PROMOTERS TO AMEND THE LAYOUT AND OBTAIN AMENDMENT IN SANCTION PLANS AND TO UTILIZE THE ENTIRE FSI/ADDITIONAL FSI/TDR OR ANY INCREMENTAL FSI:

The Purchaser/s hereby agree/s, declare/s and confirm/s that the Purchaser/s is/are aware that the Promoters shall carry out the construction/development in the said Project in accordance with the plans sanctioned and the Commencement Certificate issued by PMC on 17-10-2024 as set out herein below:

- (a) The Promoters hereby declare that as per the Unified Development Control and Promotion Regulation (UDCPR) 2020, an additional FSI /TDR is available over & above the present base FSI /TDR available on the said Entire Property and the computation of total FSI/TDR that shall be permissible for construction on the said Entire Property is done as per the provisions of UDCPR. Accordingly, PMC, vide its Letter of Intent (LOI) dated 29-12-2023, bearing ref.no. PMC/TP/Rohinjan/80/2/21-23/16322/3640/2023, has granted additional

FSI+TDR by way of (i) Premium FSI of 0.5 (7700 Square meters) + (ii) permissible TDR area of 1.15 (17710 Square meters) together with (iii) Transferable Development Right (TDR) of 3313.030 Square meters (TDR granted by PMC in lieu of surrender of area admeasuring 1656.515 Square meters of the Survey No. 80/1 X 2.00) + (iv) permissible Ancillary area FSI admeasuring 24478.342 Square meters (Residential: 23831.773 Sq. mtrs + Commercial: 646.569 Sq. mtrs) over and above the (v) Base FSI of 1.1 (15117.834 Square meters). Thus, considering the total area of the said Entire Property and permissible FSI /TDR thereon, the total FSI + TDR of **65,006.17 Square meters** can be utilized on the said Entire Property as per the said LOI. At present, the PMC has proposed two DP Roads on the said Entire Property, one admeasuring 18 meters of width and another admeasuring 12 meters of width in the draft DP for Panvel. The Promoters have challenged the proposal for the said two DP Roads in the draft DP and upon removal of the said two DP Roads from the said Entire Property, the Promoters shall be entitled to utilize further additional FSI of the said two DP Roads on the said Entire Property. The Promoters have further informed that the said Project is near an existing Amandoot Metro Station and as per the policy of State Government, an additional FSI for such Project is likely to be granted on the said Entire Property in future and further, the Promoters are entitled to utilize such additional FSI as shall be granted on the said Entire Property in the vicinity of the said existing Metro Station as shall be permissible on the said Entire Property along with an Ancillary FSI of 0.6 (for Residential use) and Ancillary FSI of 0.8 (for Commercial use) on the said Entire Property. Thus, as per the Policy of State Government for additional FSI near the existing Amandoot Metro Station and further additional FSI of the said two DP Roads, together with the existing total FSI mentioned in the said LOI, the total cumulative FSI/TDR that can be utilized on the said Entire Property aggregates to _____ **Square meters** (hereinafter referred to as the "**Total Permissible FSI +TDR**").

(b) The Promoters have, at present, obtained the sanction of plans for a Residential cum Commercial Building comprising of Three Wings, namely, Tower A, Tower B and Tower C by utilizing part permissible FSI of **36,950 Sq. meters** from and out of the said Total Permissible FSI. However, the Promoters shall initially construct Tower A and Tower B of the said Residential cum Commercial Building on the portion of the said Entire Property admeasuring _____ Square meters (**PLOT A**) (hereinafter referred to as the **said Property**) as demarcated in Yellow highlights on the Layout Plan of the said Entire Property annexed hereto as Annexure C, by utilizing the FSI of **31,081.296 Square meters** from and out of the said Total Permissible FSI (hereinafter referred to as the **said Project**) in accordance with the said Commencement Certificate dated 17-10-2024. The Promoters are thus entitled to utilize the entire unutilized balance FSI on the said Entire Property (**Balance FSI**).

(c) Thus the said Balance FSI on the said Entire Property shall be utilized partly for (i) construction of additional Floors/ Premises in the said Project, i.e. Tower A and Tower B and (ii) carrying out such additional construction/changes in said Project, i.e. Tower A and Tower

B on the said Entire Property as shall be approved by PMC in the said Project (hereinafter referred to as the **Proposed Additional Construction**). The said change suggested herein are provisional and tentative changes. The balance unutilized FSI on the said entire Property, after deducting the maximum FSI/TDR potential to be utilized in the said Project, shall be utilized by proposing a separate structure as shall be permissible on the balance portion of the said Entire Property (PLOT B) (hereinafter referred to as the **Future Development**). The Purchaser(s) has/have agreed to purchase the said Premises based on the said Proposed Additional Construction/Future Development by utilizing the said Total Permissible FSI+TDR/ Full developmental potential of the said Entire Property.

(d) Save as mentioned in Clause 11(a) hereof, the Promoters hereby declare that no part of the said Floor Space Index for the said Entire Property has been utilized by the Promoters elsewhere in any other plot for any purpose whatsoever. The Promoters shall be entitled to consume the entire FSI/TDR/Additional FSI as available in respect of the said Entire Property or any part thereof under UDCPR.

(e) In case the FSI has been utilized by the Promoters elsewhere, then the Promoters shall furnish to the Sanctioning Authorities all the detailed particulars in respect of such utilization of FSI by them. In case while developing the said Entire Property, the Promoters have utilized any FSI of any other land or property by way of floating FSI or otherwise howsoever, then the particulars of such FSI shall be disclosed by the Promoters to the Sanctioning Authorities.

(f) The Promoters have informed the Purchaser/s and the Purchaser/s is/are aware that the Promoters will develop the said Entire Property by constructing Building/s to be used for permissible users/purposes and any other purpose as shall be permitted as per the sanctioned plans approved by the concerned local bodies and/or authorities. The schedule of the said development will also be determined by the Promoters/at their own discretion.

(g) The Purchaser/s or the Society of the Purchaser/s of all premises holders shall not raise any objections on any ground as to Promoters rights reserved hereunder and as shall be available to the Promoters under the Act and the Rule.

(h) The Promoters hereby reserve full right and absolute authority to utilize the said Total Permissible FSI on the said Entire Property along with (i) any FSI/benefit that may become available due to change in rules and regulations of PMC, whereby certain areas which presently are categorizing under consumable FSI, are permitted to be constructed free of FSI or certain additional benefits/ additional FSI is likely to be granted by PMC and other concerned Authorities or (ii) by virtue of excluding certain part of area / FSI computed under carpet area subsequently being permitted as free area under the revised rules and regulations of PMC. The Purchaser/s or his/her/their legal heirs/assigns shall not cause any hindrance, obstruction in the development activity on the basis of further Revised Building

Plan/s that shall be sanctioned by PMC and other authorities for the said Project on the said Property (PLOT A) or for the other Project on the balance portion of the said Entire Property (PLOT B). The rights of the Purchaser/s are restricted only to the said Premises agreed to be purchased.

(i) Irrespective of possession of the said Premises being given to the Purchaser/s or not, the rights under this clause and/or under this Agreement reserved for the Promoters to exploit the potentiality of the said Entire Property, shall be valid, subsisting and binding on the Purchaser/s and shall continue to vest in the Promoters even after the execution of the Deed of Conveyance in favour of the Society/Apex Body that shall be formed. All the aforesaid rights of the Promoters to exploit the said potentiality shall remain unchanged, unhindered and the Promoters shall execute the Deed of Conveyance reserving with themselves all such rights, title, interest in the said Entire Property in their favour as may be outstanding at the time of execution of such Deed of Conveyance in favour of the Society that shall be formed. The Purchaser/s hereby agree/s declare/s and undertake/s not to obstruct, create hindrances, challenge or dispute the rights of the Promoters to carry out the construction and development and to utilize and exploit full potentiality of the said Entire Property. The Purchaser/s further agree/s not to challenge, dispute or hamper such development that the Promoters may carry out either on the grounds of nuisance, inconvenience or health grounds or any other grounds or reasons whatsoever.

(j) It is furthermore agreed that if any modification, addition, demolition, variation, construction or alteration is required to be made by PMC or any other concerned authority due to change in the prevalent building byelaws or on account of change in policy, then after the receipt of Occupation Certificate from PMC the same shall be carried out and complied with by the Purchaser/s at his/her/their own costs and expenses and the Promoters shall neither contribute any amount nor shall they be anywise liable or responsible for the same.

12. The Promoters have informed the Purchaser/s and the Purchaser/s is/are aware that he/she/they shall use the said Premises only for the Residential / Commercial purposes and he/she/they shall not change the user of the premises.

13. PURCHASER/S/ALLOTTEE/S COVENANTS:

13 (i) The Purchaser/s for himself/herself/themselves do hereby covenant with the Promoters as follows:

(a) To pay to the Promoters such amounts as shall be required to be paid to PMC/other concerned authority for obtaining its NOC/permission for the sale of the said Premises by the Promoters to Purchaser/s and to do such deeds, documents and to comply with all such terms and conditions as may be stipulated by PMC/ or other concerned authority in this regard.

(b) To maintain the said Premises at his/her their own costs, charges & expenses in good tenable repair and condition from the date of receipt of intimation from the Promoters that the said Premises is ready, irrespective of the fact whether the Purchaser/s has/have taken possession or not and shall not do or suffer to be done anything in or to the Building/s in which the said Premises is situated, or to act or to do anything against the rules, regulations and bye-laws of concerned local authorities or Co-operative Society or change/alter or make any addition and/or alteration in or to the said Premises or any part thereof, without obtaining prior written consent of the Society that shall be formed.

(c) Not to store in the said Premises any goods/articles which are of hazardous, inflammable, explosive, corrosive, toxic combustible or dangerous nature or goods that are so heavy that it may damage the construction/structural stability of the building in which the said Premises are situated or storing of which is objected to by the concerned local or other authority and shall not carry or cause to be carried any heavy package on the upper floor/s which may damage or are likely to damage the common passage, staircase or any other structures of the said building including entrance of the building in which the said Premises is situated and in case, if any damage is caused to the building or to the said Premises on account of negligence or default of the premises by Purchaser/s in this behalf, then Purchaser/s shall alone be liable for the costs and consequences of such breach/default.

(d) During the course of the Purchaser/s carrying out the said interior work if there is any damage to the said Premises or to the said building or to any of the open areas or if the work disturbs the elevation/aesthetics of the building or if the interior work interferes or damages any of the RCC members of the said building or is not in accordance with law or the permission given by the Promoters or is in contravention of the rules and regulations of the PMC or other concerned authorities, then immediately upon intimation of the same, the Purchaser/s shall remove such alteration and restore to its original state at his/her/their own cost, failing which, the Promoters shall have full right and absolute authority to remove/demolish such work as may be in contravention as mentioned hereinabove and to restore the said Premises/building/open spaces in their original form at the entire cost, risk and expense of the Purchaser/s. The affixing of such costs will be at the sole discretion of the Promoters.

(e) Further, as a result of any work, addition, alteration, amendment and change made by the Purchaser/s, if there is any damage to any adjoining premises or any premises above or below the said Premises or abutting the said Premises or to any portion of the said Building, then the Purchaser/s shall be liable and responsible to carry out the necessary repairs to all such premises or any part of the Building as may be required under the Act and the Rules and the Promoters shall be absolved of the obligation and the responsibility under the Act and Rules.

(f) Similarly, if as a result of any addition, alteration or changes carried out by the Purchasers to his/ her/ premises, if PMC or any other Authority adopts any action either against the Promoters or the said Building/Project, then the Purchaser/s alone shall be liable and responsible for all such actions in law. The Promoters shall have further rights to adopt such action against the Purchaser/s including that of termination of this Agreement and/or recovery of compensation as the Promoters may be entitled under the Act and Rules.

(g) To carry out at their own cost, charges and expenses, all internal repairs to the said Premises and maintain the said Premises in the same condition, set and order in which it was delivered by the Promoters to the Purchaser/s and not do or suffer to be done anything in/to the building or the said Premises which may contravene the rules, regulations and bye-laws of the concerned local authority or the said society nor cause any alterations in elevation or outside colour scheme of the said building/s in which the said Premises is situated and shall also keep the sewers, drains, pipes of the said Premises or appurtenances thereto in good and tenantable conditions so as to support or protect other parts of the building in which the said Premises is situated and shall not chisel or in any manner damage the columns, beams, walls, slabs, RCC, pardis, or conduct any other structural changes in the said Premises.

(h) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Entire Property or building in which the said Premises are situated or any part thereof, whereby any increase in premium shall become payable in respect thereof.

(i) Not to throw any dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises into the compound or any part of the said Entire Property and building in which the premises is situated. The Purchaser/s should strictly abide by the prescribed methods of garbage disposal, including following of stipulations by the local civic body to segregate the dry and wet garbage at source.

(j) The Purchaser/s shall not let, sub-let, transfer, assign or part with possession of the said Premises or his/her/their interests or benefits under this Agreement until all dues, payable by him/her/them to the Promoters under this Agreement are fully paid and only if the Purchaser/s has/have not been guilty of breach for non-observance of any of the terms & conditions of this Agreement or until the Purchaser/s has/have intimated about the same in writing to the Promoters.

(k) That the Purchaser/s/Allottee/s shall during the Lease Period, observe, perform and comply strictly with the provisions, rules, regulations, enactments and bye-laws of PMC and/or Bye-laws and Rules and Regulations that may be formed by the Project Management Company/Maintenance Company and/or by the Promoters and which may for the time being and from time to time be in force in so far and to the extent any such rules, regulations, bye laws or terms are required to be observed and performed by the Purchaser/s/Allottee/s as

occupant/s of the said Premises/Unit and not to do any acts, deeds, matters or things whereby directly or by reason whereof the right of the Promoters are prejudicially or adversely affected.

(l) That Purchaser/s shall observe and perform all rules and regulations which the society or a limited company may adopt at its inception and the additions, alterations or amendments which may be made therein from time to time for the protection and maintenance of the said building or the said Premises therein that may be made from time to time for observance and performance of building rules, regulations and bye-laws for the time being in force, of the concerned local body/authority or Government. The Purchaser/s shall also observe/perform all stipulations/conditions as laid down by the said society regarding the use/occupation of the said Premises in the building and shall contribute punctually towards taxes and other dues/outgoings in accordance with the terms of this Agreement.

(m) Till the Deed of Conveyance of the said Property along with the said Building is executed in favour of the Society and subsequent thereto till the Promoters have completely utilized the FSI/Development potential of the said Entire Property, the Purchaser/s shall permit the Promoters, their servants and agents, with or without workmen, at all reasonable times, to enter into and upon the said Entire Property and building or any part thereof to view the state and conditions thereof.

(n) During the course of construction, if the Purchaser/s is/are desirous of visiting the said Entire Property, the Purchaser/s shall obtain a written permission from the Promoters. During such visits to the site, in case if there is any accident/mishap or casualty, then the Promoters will not be held responsible or liable in any manner whatsoever.

(o) In the event of Purchaser/s committing any breach or act in contravention of the above provision, the Purchaser/s shall be liable or responsible for the consequence in respect thereof to the Promoters or to the concerned local authority or other public authority in that behalf.

(p) The Purchaser/s/Allottee/s shall not do or suffer to be done anything in the premises, which is or is likely to be a nuisance or annoyance to other occupants of the neighbouring premises in any manner whatsoever. The Purchaser/s/Allottee/s shall not do or cause or allow or permit to be done in or around the premises anything illegal or immoral in nature.

(q) The Promoters herein who are the Lessees of the said Entire Property hereby reserve their right to lease/sell/mortgage/create charge/third party interest/s in the said Entire Property other than the premises forming subject matter of this Agreement at any time during the continuation of this Agreement on such terms as they may deem fit and the Purchaser/s/Allottee/s hereby unconditionally agree not to object such alienation by the Promoters. There would be no need of obtaining NOC/permissions from the

Purchaser/s/Allottee/s at any time during the continuation of this Agreement and the Purchaser/s/Allottee/s shall have no right to object to any such transaction entered into by the Promoters with any person/s PROVIDED that the said lease/sell/mortgage/charge/third party interest shall at all times be subject to the rights of the Purchaser/s/Allottee/s of the said Premises and the Promoters shall be put to notice of the rights of the Purchaser/s/Allottee/s to the said Premises.

(r) Pending the payment of the entire consideration as set out hereinabove, the Purchaser/s/Allottee/s shall not transfer, assign or induct any third party or create any third party interest in the said Premises or any part or portion thereof without the prior written permission of the Promoters. All the legal and administrative costs incurred by the Promoters in this regard shall be borne and payable by the Purchaser/s / Allottee/s herein.

(s) The Purchaser/s/Allottee/s shall keep and maintain and use the said Premises in good order and condition.

(t) The Purchaser/s/Allottee/s shall permit the Promoters/PMC, their authorized representatives to enter upon the said Premises for inspection and to carry out repairs at reasonable time as and when necessary after giving to the Purchaser/s/Allottee/s 24 hours prior notice thereof.

(u) The Purchaser/s/Allottee/s undertake/s not to use the voids, conduits, outlets, ducts, etc., and/or RCC works, staircases, passages common or otherwise, fire escape balcony, terrace of the Building, common areas, open compound, internal roads or any other space in any manner not permitted by the relevant Building Rules and Bye-laws. It is clarified that the Purchaser/s/Allottee/s shall be liable to obtain, at his/her/their own cost and expense all the necessary/required permissions, consent, etc., from PMC or civic body and other concerned authorities in respect of the aforesaid permitted services and to ensure compliance of such permissions, etc. and the Purchaser/s/Allottee/s undertake/s to indemnify and keep indemnified the Promoters from and against any claims, losses, damages, etc., which may be suffered/incurred by the Promoters in respect of the said Premises.

(v) The Purchaser/s/Allottee/s shall at the request of the Promoters/PMC produce for inspection by the Promoters/PMC all such licenses, permissions, etc. prescribed by any provision or any law or rule or regulation for the purpose of running the said all-purpose Unit/s for the aforesaid business.

(w) The Purchaser/s/Allottee/s shall abide by all the rules and regulations framed by the Promoters or PMC from time to time and prescribed under the fit-out guide as modified from time to time, and confirm that the said rules and regulations of the PMC and the fit-out guide form part of this Agreement.

(x) The Purchaser/s/Allottee/s agree and confirm that the rights granted to the Purchaser/s/Allottee/s under this Agreement are limited and restricted to the use of the said Premises only and the Purchaser/s/Allottee/s is not in any manner concerned with the balance area of the Project and the Promoters are entitled to deal with the said area in any manner whatsoever.

14. During the construction work of the said Building, the Promoters can commence the work on any floor or Premises as per their convenience or schedule, and the Purchaser/s will not object to that, and pay his/her/their installment as per the stipulated payment schedule mentioned in clause 4(a) herein. The Commencement of work means the commencement of work of the said Building/s and not the commencement of work of particular Premises.

15. RESTRICTIONS ON THE PURCHASER/S:

15 (i). The Purchaser/s has/have agreed, declared and confirmed with the Promoters that the Purchaser/s shall:

a. Having regard to the elevation of the buildings in the said Project, the Purchaser/s shall fix identical grills/railings and the Air Conditioner in the said designated places that are predetermined by the Promoters. The Purchaser/s shall affix the external grill/railings of such common design as shall be finalized by the Promoters in the manner and as per the specifications given by the Promoters. Accordingly, the Promoters have informed the Purchaser/s that with a view to maintain the esthetics and elevation of the said Building, the Purchaser/s shall, prior to extending the glass railings provided to the said Premises/fixing the grills to the windows/balcony, take written permission from the Promoters inter-alia undertaking to use similar material and similar design to those already provided by the Promoters in the said Premises. The Promoters have already provided the necessary ducting for the copper pipes, drain pipes, electrical points that is required for the installation of Split Air conditioner. The Promoters have also identified the locations for installation of High side Air Conditioner (Split AC Indoor set) and the outdoor unit for all the Split AC. The Purchaser/s agreed, declared and undertook to utilize the said ducting, copper pipes, drain pipes and electrical points specifically provided by the Promoters and shall not chisel or break the walls or any part of the premises for providing a fresh ducting, copper pipes, drain pipes and electrical points.

b. Similarly the Purchaser/s shall install the Dish Antenna for the Set Top Box on the common Terrace on the Top Floor only in the area specifically earmarked for the said purpose. Similarly, for any other new/additional facility/service/s, including but not restricted to broadband/internet services, should the Purchaser/s require to install any Instrument/Receiver/Dish either outside the said Premises or on the Top Terrace, then the Purchaser/s shall install such Instrument/Receiver/Dish, only after obtaining the written consent from the Promoters in the manner and at the location identified and approved by the Promoters.

- c. Not put or place flower pots, vases or any plantations outside the Windows or on the grills attached to the windows/balconies.
- d. The Purchaser/s shall not store any of their materials, belongings and stocks in the open passage, refuge area/common area, floor lobby, terrace, fire rescue gallery, mid landings, etc.
- e. The Lift facility in this Project shall be used as per rules of the Management Company/ Co-operative Society/Condominium of Apartments/Private Limited Company which may be formed for the management of said Building/. It is to be economically and efficiently used. The Purchaser/s as well as his/her/their employees or heirs shall not misuse the said lift and will take care and cooperate about it. The quality of lift shall be good. But it is a machine and is not manufactured by the Promoters. Therefore, during the use of the lift and even as a result of any defect or otherwise, if anyone is injured or any damage occurs, then the Management Company/Co-operative Society/Condominium of Apartments/Private Limited Company which may be formed in future, or the Promoters shall not become responsible for it at any stage and the Purchaser/s or his/her/their employees/ heirs etc. shall not demand/shall not be entitled to demand such damages/compensation from them and the Purchaser/s hereby give his/her/their assurance and consent to such effect.
- f. The Purchaser/s is/are aware that the leakage of water from the toilets, bathrooms and Pantry is also likely to happen in said Premises as well as from the neighboring and upper Premises. Leaked water/moisture is likely to appear on the walls of said Premises and that may deteriorate the painting and plaster on the walls. The Purchaser/s is/are aware that water is a substance which is likely to escape, resulting into its leakage. Even if all safety and workmanship measures are taken to seal the joints of pipes, sometimes it cannot be avoided. Leakage may be due to various reasons not connected with construction. The Purchaser/s herein agree/s that the Promoters shall not be liable for any damage in the said Premises due to leakage of water and its various other after effects.
- g. The Promoters have informed the Purchaser/s and the Purchasers is/ are aware that only pet animals such as cat, dog, shall be permitted to be brought in the Society and no other wild, exotic or dangerous animals can be brought into the said Entire Property by any member or their visitors. The Promoters have further specifically informed the Purchaser/s and the Purchasers has clearly understood and agreed that slaughtering of the animals, treating them in inhuman and cruel manner or any act which amounts cruelty to animals shall not be permitted.
- h. The Purchaser/s shall not use the regular/passenger lifts for transporting the furniture and other construction material to their respective premise. All such transportation shall be done using the staircase only.
- i. The interior work or the transportation of heavy household items shall be permitted only between 9 a.m. to 6 p.m. strictly.

15 (ii). The Promoters shall provide the Car Parking on the Ground Floor, First Floor, Second Floor, Third Floor and Fourth Floor in both the Wings of the Building, namely, Wing A and Wing B in the said Project as shall be approved by PMC and other authorities. Further, the Promoters have categorically informed the Purchaser/s and the Purchaser/s has/have noted the following:

- a. The Purchaser/s shall not enclose or encroach on the parking area that is being provided to the Society. This Mechanized Tower proposed for parking shall be subject to the approval by the authorities and as per plan and the Purchaser/s hereby further undertake that parking Slot shall be used in the manner as specified in clause 4 (i) hereof, failing which the concerned Authority is liable to take legal action against the Purchaser/s and the Society.
- b. The Purchaser/s undertake/s that the abutting Terrace constructed as per approved Building plans shall not be enclosed.
- c. The Purchaser/s hereby further undertake/s that at the point of time when there is Deed of Conveyance being prepared, the Promoters shall add the above mentioned conditions in the Deed of Conveyance.
- d. This clause shall be binding on the entire Society and its members.

16. INDEMNITY:

The Purchaser/s/Allottee/s hereby agree to indemnify and keep indemnify the Promoters against any claim or loss or damage that the Promoters may sustain or suffer or any costs, charges and expenses the Promoters/Project Management Company may incur or for which the Promoters/Project Management Company may become or be held liable or responsible, if any of their Purchasers or anyone else including any public authorities should hold them responsible or liable for payment of any loss or damage or costs, charges or expenses or any proceedings of any nature whatsoever arising out of any act, deed, matter or thing done or not done or committed or any negligence or default or breach of promise or contract or violation on the part of the Lessee/s or their representatives, in the course of rendering services or otherwise to the Purchasers of the Promoters /Project Management Company or otherwise.

17. HANDING OVER POSSESSION:

17 (a) The possession of the said Premises shall be given by the Promoters to the Purchaser/s after the said Building is ready for use and (i) the Lift License from the Lift Inspector, (ii) Fire NOC from CFO, (iii) Drainage Completion Certificate and (iv) Building Completion or Occupation Certificate shall have been obtained from PMC or other relevant authority or body or public authority. Since the water supply and other infrastructure such as Roads, street lights, etc. are to be provided by PMC. and the electricity/power connection and meter are to be provided by the MSEDCL, the Promoters shall not be held liable or responsible for any delay caused by PMC in providing water supply or for providing other infrastructure such as roads, etc. or by MSEDCL in providing power supply. The Promoters shall give possession of the said Premises to the Purchaser/s on or before _____, subject to Force Majeure and reasons beyond the

control of the Promoters. The Promoters shall be entitled to reasonable extension of time for completing construction of the said Premises within the aforesaid period if the same is delayed on account of:

- i. War, Civil Commotion or act of God.
- ii. Any notice, order, notification of the Government and/or other public or competent authority.
- iii. All the other events of Force Majeure as shall be permissible in law.

17(b) PROCEDURE FOR TAKING POSSESSION:

The Promoters shall, upon obtaining the Part/Full Occupancy Certificate from the competent Authority and upon the Purchaser/s/Allottee/s making the entire payment towards the cost of the said Premises and other charges payable by him/her/them under this Agreement and upon the Purchaser/s/Allottee/s having complied with all the terms of this Agreement, offer the Purchaser in writing the possession of the said Premises. The Purchaser/s shall be liable and responsible to pay the entire outstanding payable by the Purchasers under this Agreement to the Promoters within the said period of 15 days and take possession of the said Premises from the Promoters. Upon receiving the entire balance payments, together with interest accrued thereon, and upon the Purchasers complying with all the terms and conditions of this Agreement binding on the Purchasers, the Promoters shall give possession of the said Premises to the Purchaser(s)/Allottee(s).

17(c) After obtaining the Occupancy Certificate and after handing over physical possession of the said Premises to the Purchaser(s)/Allottee(s), it shall be the responsibility of the Promoters to hand over the necessary documents and plans, including common areas, to the Association of the Purchaser(s)/Allottee(s) or the competent Authority, as the case may be, as per the local laws.

17(d) The Purchaser/s shall be entitled to take possession of the said Premises, if the Purchaser/s has/have duly observed and performed all the obligations and stipulations contained in this Agreement and also duly paid to the Promoters all and whatsoever amounts payable by the Purchaser/s under this Agreement. Provided however till such time as the Purchaser/s does/do not pay the entire monetary consideration together with the entire other charges payable hereunder, the Purchaser/s shall not be entitled to obtain the possession of the said Premises purchased by him/her/them. Provided however, the Purchaser/s shall be liable and responsible to pay to the Promoters the maintenance charges and other charges as shall be demanded by the Promoters for the said Premises irrespective of the fact whether the Purchaser/s has/have taken physical possession of the said Premises or not.

17(e) In case if the Purchaser/s fails to take possession of the said Premises within the stipulated period after paying all the balance dues to the Promoters, then the Purchaser/s shall be liable to pay demurrage/ mutually agreed cost aggregating to Rs. _____ /- per month. Further, the Promoters shall not be liable or responsible to rectify or repair any damage, defect that may have been caused to the said Premises from the date of the Promoters offering the possession of the said Premises.

17(f) DEFAULT IN PAYMENT AND CANCELLATION OF ALLOTMENT:

The Purchaser(s)/Allottee(s) shall be considered under a condition of Default, on the occurrence of the following events:

(i) In case the Purchaser(s)/Allottee(s) fail/s to make payments for any demands made by the Promoters as per the Payment Schedule mentioned in clause 4(a) herein, despite having been issued notice in that regard, then the Purchaser(s)/Allottee(s) shall be liable to pay interest to the Promoters on the unpaid amount at the rate specified in the Act and Rules.

(ii) In case if the interest for the default in payment of any installment has not been charged to the Purchaser(s)/Allottee(s) for any reason whatsoever then, prior to the Purchaser/s Allottee/s taking the possession of their respective flat/ shop, the outstanding interest, if any, shall be worked out and the same shall be payable by the Purchaser/s/ Allottee/s.

(iii) In case the Purchaser(s)/Allottee(s) commit/s three defaults for payment of any installment/amounts payable under this Agreement, after giving the Purchaser 15 days intimation in this regard, the Promoters shall cancel the allotment/this Agreement in respect of the said Premises in favour of the Purchaser(s)/Allottee(s). Subsequent to such termination, the Promoters shall deduct an amount not exceeding 2% of the said total consideration of the said Premises and refund the balance amount (if any) to the Purchaser/s as per the provisions of law. The refund by the Promoter shall be subject to the repayment of the loan amounts and interest and other charges payable under the terms and conditions of mortgage NOC or any other confirmation given to any Bank, NBFC, Financial Institution in case of the mortgage of the said Premises. Provided however, such refund amount, if any, shall be governed as per the provisions of clause 6 (b) hereof.

(iv) In case the Purchaser(s)/Allottee(s) commit/s any default or do/does not adhere to any terms or conditions or fails to comply with any of his/her/their obligations or terms and conditions of this Agreement strictly within the stipulated time mentioned herein or within the time stipulated in law or granted by the Promoters, then the Promoters shall give the Purchaser/s a written notice calling upon the Purchaser/s to rectify/perform any of such terms/obligations/compliances. If after the receipt of the said Notice, if the Purchaser/s fails to comply with such terms/obligations/compliances within a period of 15 days from the date of such Notice, then the Promoters shall in their sole and absolute discretion be entitled to terminate this Agreement and upon such termination all consequences of such termination as per the terms hereof shall follows.

(v) Time is of essence for the Promoters as well as for the Purchaser(s)/Allottee(s). The Promoters shall abide by the time schedule for completing the project and after receiving the Occupancy Certificate or the Completion Certificate or both, as the case may

be and upon the Purchaser/s/Allottee/s making the entire payment towards the cost of the said Premises as mentioned in clause 4(b) hereof and other charges payable hand over the said Premises to the Purchaser(s)/Allottee(s) and the common areas to the Association of the Purchaser(s)/Allottee(s). Similarly, the Purchaser(s)/ Allottee(s) shall make timely payments of the instalments as provided in the Payment Schedule mentioned in clause 4(a) herein and other dues payable by him/her/them and meeting the other obligations under the Agreement, subject to the compliance of the terms and conditions and specific obligation by the Promoters as mentioned herein.

17 (g) Upon the possession of the said Premises being delivered to the Purchaser/s, the Purchaser/s shall be entitled to use and occupy the said Premises and thereafter the Purchaser/s shall has/have no claim against the Promoters as to any defect in any item or work of construction of the said Premises not attributable to the Promoters for any reason whatsoever.

17(h) On obtaining the Part/Occupancy Certificate from PMC and upon the Purchaser/s/Allottee/s making the entire payment towards the cost of the said Premises as mentioned in the Payment Schedule mentioned in clause 4(a) herein and other charges payable by him/her/them under this Agreement, the Promoters shall hand over possession of the said Premises to the Purchaser/s even though permanent electricity and water connections are not connected by the concerned authorities. The Promoters shall not be liable for any loss, damage, injury or delay due to MSEDCL causing delay in sanctioning and supplying electricity or due to the PMC/ Local authority's delay in giving/supplying permanent water connection or such other service connections necessary for using/occupying the Premises. On the Promoters offering possession of the said Premises to the Purchaser/s, the Purchaser/s shall be liable to bear and pay their proportionate share in the consumption of electricity and water. The Purchaser/s shall pay to the Promoters, within fifteen days of demand by the Promoters, his/her/their share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the said Building in which the said Premises is situate. The Purchaser/s/Allottee/s herein further agree/s, declare/s and undertake/s to bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by PMC or the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Premises by the Purchaser(s)/Allottee(s) for any purposes other than for the purpose for which it is sold.

17(i) The percentage of undivided interest of the Purchaser/s in the common areas and facilities limited or otherwise pertaining to the said Premises hereby agreed to be sold to the Purchaser/s shall be in proportion to the areas of the said Premises hereby agreed to be sold hereunder to the common areas and facilities limited or otherwise as disclosed by the Promoters.

17(j) The Purchaser/s herein and all other Purchaser/s of the premises in the said building shall not have any right, title, claim or interest in respect of the open spaces/areas, hoardings and common area of the building/s including the garden areas and that the rights of the Purchaser/s

is/are confined to the said Premises so purchased by this agreement only and such areas shall belong to Promoters until execution of the said final Deed of Conveyance in respect of the said Property in favour of such Society and thereafter the same shall belong to the said Society alone.

17(k) The Purchaser/s hereby declare, confirm and undertake that the Purchaser/s shall not be entitled to sell and/or transfer his/her/their right, title, interest and benefits under this Agreement to any person without obtaining prior in writing "No Objection Certificate" from the Promoters. The Promoters will issue such No Objection Certificate to the Purchaser/s for transferring and assigning the benefits and rights of this Agreement for the said Premises, only if the Promoters have received the entire consideration that has become due and payable by the Purchaser/s (including accrued interest along all amounts that are payable as the Agreement with the Purchasers, if any) and upon the Purchaser/s complying with such terms and conditions as may be stipulated under law or by the Promoters.

18. PAYMENT OF MAINTENANCE CHARGES AND TAXES:

18 (a) Until the Society or Limited Company is not formed and the said Building is not transferred to the said the Society or Limited Company and until the PMC/ concerned authority's taxes and water charges are not fixed and/or assessed separately, the Purchaser/s agree and bind himself/herself/themselves to pay every month in advance from the date of delivery of possession of the said Premises (the date means the date on which the Promoters shall give notice to the Purchaser/s that the said Premises is ready to be handed over to him/her/them) the proportionate share (i.e. in proportion to the floor area of the said Premises) to be determined by the Promoters of outgoings in respect of the said Property and the said Building towards and on account of the PMC/Central Government/State Government taxes and all outgoings taxes and other taxes levies, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, sewage, sanitation, electric bills, repairs and salaries of clerks, bill collectors, security personnel, housekeeping staff and all other expenses necessary for obtaining AMC for Lift, Fire Fighting and other expenses incidental to the management and maintenance of the said Property and the said Building/s and the Purchaser/s shall indemnify and keep indemnified the Promoters against the aforesaid charges in respect of the said Premises. The Purchaser(s) / Allottee(s) further agree/s that till the Purchaser(s)/Allottee(s)'s share is so determined, the Purchaser(s)/Allottee(s) shall pay to the Promoters provisional monthly contribution towards the aforesaid outgoings as may be demanded by Promoters at the time of possession. PROVIDED HOWEVER that the Purchaser/s shall pay such further amounts or amount to the Promoters as required by them from time to time towards the aforesaid deposit or any other deposits in the event of the said deposit/s being insufficient to meet the expenses. The amounts so paid by the Purchaser(s)/Allottee(s) to the Promoters shall not carry any interest and remain with the Promoters until the Deed of Conveyance of the said building is executed in favour of the said Society or Limited Company that shall be formed. On such Deed of Conveyance being executed for the structure of the building, the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to the said Society or Limited Company. The Purchaser(s)/Allottee(s) undertake/s to pay such provisional monthly contribution and such

proportionate share of outgoings regularly on the 5th day of each and every month/Quarterly in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by Purchaser(s)/Allottee(s) shall be considered as the default on the part of the Purchaser(s)/Allottee(s) and thereby the Promoters shall be entitled to terminate this Agreement in accordance with the terms and conditions contained herein.

18 (b) The Purchaser/s of the said Premises shall alone be liable to pay the additional Property Taxes, if any levied by PMC any other Government authority, in respect of the said Premises agreed to be purchased by the Purchaser/s. The Purchaser/s shall pay the proportionate amount of the said additional ground rent. The determination by the Promoters or the Society that shall be formed, as the case may be, of the Property Taxes payable by the Purchaser/s of the premises shall be accepted as final and binding upon the Purchaser/s.

18 (c) The Purchaser/s shall be liable to pay to the Promoters their proportionate outgoings, maintenance charges and all other charges/outgoings in respect of the said Premises with effect from the date of obtaining the Occupancy Certificate, regardless of the fact that the Purchaser/s is/are not in possession of the said Premises. Under the circumstances, the Purchaser/s hereby agree and undertake to pay to the Promoters in respect of the said Premises their proportionate outgoings, maintenance charges as the Promoters may demand from time to time without any delay or objection.

18 (d) The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Purchaser(s)/Allottee(s) as advance or deposit, sums received on account of the share capital for the promotion/formation of the Co-operative Society or Company or Association that shall be formed or towards the outgoings, legal charges towards the advance maintenance and shall utilize all such amounts only for the purposes for which they have been received. The Promoters agree to deposit all the aforesaid amounts in separate Bank Account specifically opened to collect the payments towards the advance maintenance.

18 (e) The Purchaser(s)/Allottee(s) authorize the Promoters to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoters may in its sole discretion deem fit and the Purchaser(s)/ Allottee(s) undertake/s not to object/demand/direct the Promoters to adjust his/her/their payments in any manner.

19. OTHER CHARGES PAYABLE BY THE PURCHASER/S:

19 (a) The Purchasers/s shall be liable to bear and pay all taxes and other charges payable in respect of the said Building/ said Property proportionately from the date of receipt of Part / Full Occupancy Certificate and shall further be liable to pay service charges and outgoings from the date of the Promoters obtaining the Part/Full Occupancy/Occupation Certificate from PMC. The Purchaser/s hereby agree/s that in the event of any amount by way of premium or security deposit to the PMC or the State Government or to any other competent authority or betterment

charges or development tax or security deposits for the purpose of giving water connection or any other tax or payment becoming payable by the Promoters, the same shall be reimbursed by the Purchaser/s to the Promoters in proportion to the area of the said Premises agreed to be purchased by the Purchaser/s and in determining such amount the decision of the Promoters shall be conclusive and binding upon the Purchaser/s.

19 (b) In addition to the agreed consideration, the Purchaser/s shall pay and bear all the following Charges, Deposits and Expenses to the Promoters as and when demanded:

- a) Legal and document charges at the time of execution of this Agreement.
- b) Valuation Report.
- c) Development Charges/Transfer Charges/Infrastructure Development Charges payable to PMC.
- d) Proportionate Stamp duty and Registration charges for Deed of Conveyance.
- e) Water and Drainage connection deposit and meter charges or any other charges imposed by the PMC or other Government authority.
- f) Electricity connection, meter deposit, MSEDCL service charges or any other electricity service provider charges, cable charges and transformer payable to concerned departments/authorities.
- g) Co-operative Society/Condominium of Apartments/Limited Company formation/ registration charges.
- h) Proportionate Property Tax in respect of the said Property/ said Premises from the date of the execution of this Agreement or from the date of the Promoters obtaining the Part/Full Occupancy/Occupation Certificate from PMC, whichever is later as shall be applicable.
- i) Stamp duty and registration charges on Premises. If any additional stamp duty is payable over and above the stamp duty on Premises, then the Purchaser/s shall be liable to pay the same.
- j) GST or any other taxes or charges levied by the state or Government authorities.
- k) Any other charges, taxes and expenses levied by the Government authorities.

19 (c) That the Purchaser/s shall also pay his/her/their share of insurance premium to keep the building insured against loss or damage by fire and to get an Insurance Policy in a sum equivalent to the total sale price of all the Premises, in the said building with a company to be approved by the Promoters. All the moneys as and when received by virtue of any such insurance shall be spent in rebuilding or repairing the premises. Whenever there is damage for any reasons whatsoever, the Purchaser/s shall pay his/her/their proportionate share for reinstating or replacing the same and shall nevertheless continue to pay all the payments as if no such destruction or damage has happened. The Purchaser/s shall pay his/her/their proportionate share of expenses for keeping the said building in good condition and for substantial repairs to maintain the condition to the satisfaction of the Promoters.

19 (d) In case if any of the Purchaser/s in the said project fails to deposit the aforesaid charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, or refuses or delay to comply with various contractual / statutory / commercial obligation either under this Agreement or in law then all the resultant delay shall be attributable to the concern Purchaser/s and the Promoter shall not be liable / responsible / answerable for any such delay caused by the Purchaser/s or by the consent Government, Semi Government or statutory authority in this regards.

19 (e) It is understood by the Purchaser/s that whatever payments are made by the Promoters to be further paid by the Purchaser/s in connection with or incidental to this Agreement or any other documents shall be reimbursed by the Purchaser/s to the Promoters on demand.

20. FORMATION OF CO-OPERATIVE SOCIETY OR COMPANY OR ASSOCIATION:

20 (a) The Promoters have informed the Purchaser/s and the Purchaser/s is/are aware that the Promoters shall, as per the provisions under Section 11(4) (e) of Real Estate (Regulation and Development) Act, 2016, form two separate Co-operative Societies for Residential Premises and Commercial Premises respectively in the said Project. Subsequently, the Promoters shall form an Apex Body (if required) of both such Societies that shall be formed in respect of the said Building for the entire layout /Building comprising of Residential Premises and Commercial Premises, in accordance with the Acts and Rules (hereinafter referred to as the said **Society/s/ Apex body**). For the purpose of the formation of the said Society/s or the said Apex Body, the Promoters shall submit application to the Registrar for registration of the Co-operative Housing Society under the Maharashtra Co-operative Societies Act, 1960 or a Company or any other Legal Entity, within a period of three months from the majority (51%) of Allottees/Purchasers have booked their Flat/Shop/Premises in the said Project. The Purchaser/s, along with such other persons of the said Project, who shall have taken possession or acquired the Premises, shall form themselves into two separate Co-operative Housing Societies for Residential Premises and Commercial Premises respectively in accordance with the Maharashtra Co-operative Societies Act, 1960 determined by the Promoters. The Society/ respective Societies shall determine the facilities/ services that shall be provided by the said respective Societies or Apex Body and further regulate, make available / restrict the services/ facilities that shall be available to the respective members of Society/s and accordingly, shall determine the heads of maintenance charges to be collected from their respective members. Accordingly, both the Societies shall contribute proportionately the expenses so incurred by the said respective Societies or Apex Body, as the case may be. The said Building shall always be known as “**ELEGANCE TOWER A AND B**” and the said Society/s, Apex Body (if formed) or any other body corporate or other organization determined by the Promoters on the said Plot shall always be known by such name as suggested by the Promoters and approved by the concerned Authorities. The Purchaser/s shall co-operate with the Promoters in forming, registering and incorporating the said Society/s/ Apex Body and shall sign all necessary papers and documents and provide all other necessary papers and documents and do all other acts and things as the Promoters may require the Purchaser/s to do from time to time in that behalf or safeguarding or better protecting the interest of the said Society/s and of the

Purchaser/s of the Premises in the Building. All costs and charges for above shall be borne and paid by the Purchaser/s.

20 (b) The Purchaser/s, along with other Purchasers of Flats/ Shops in the Building, shall join in forming and registering the Society/ respective Society/s and the Apex Body (if required) to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and the registration of the Society/s and the Apex Body and for becoming a member, including the bye-laws of the proposed respective Society/s and duly fill in, sign and return to the Promoters within 15 days of the same being forwarded by the Promoters to the Purchaser/s, so as to enable the Promoters to register the organization of Purchaser/s. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. The required papers for formation of the Society/ respective Co-operative Societies shall be kept at suitable place as the Promoters may deem fit, necessary and proper and the Purchaser/s shall attend the said Office and sign the necessary documents and submit the required proofs and other details as required by the PMC/concerned authorities within the stipulated period.

20 (c) The Promoters have further informed the Purchaser/s and the Purchaser/s is/are aware that after the formation of the Co-operative Society/s, the Promoters shall enroll the Purchaser/s as the member/s of the respective Society and issue Share Certificate to the said Purchaser/s in the name of the Purchaser/s. Upon the receipt of the name approval and NOC for the registration of the Society/s together with the list of the Purchaser/s certified by PMC, the Promoters shall apply to PMC for the grant of NOC/permission for enrolling the Purchaser/s in the records of PMC and other revenue authorities as the Purchaser/s of the said Premises. The necessary transfer charges payable to PMC concerned authorities shall be borne and paid by the Purchaser/s alone.

20 (d) The Purchaser/s, at the time of taking possession, agree/s and bind/s himself/herself/themselves to pay to the Promoters such amount in advance as the Promoters may demand being the lump sum amount towards the general maintenance charges for the said Premises pending the formation of Co-operative Society/s in addition to the proportionate Property tax which shall be payable additionally upon receipt of the Assessment Bills from PMC/ concerned authorities. The GST and other taxes applicable shall be paid additionally on the said advance maintenance charges payable to the Promoters. The Promoters have exclusive right to determine the said Maintenance charges payable by the Residential Premises users and Commercial premises users to their respective Societies / Society to be formed in accordance with the utility used by them. On receipt of the bill for property tax from the PMC, the Purchaser/s shall pay his/her/their proportionate share of property tax for the said Premises immediately on demand either by the Promoters or by the Society/s as the case may be. Thereafter, the Purchaser/s shall pay to the Promoters/ respective Society regularly by the fifth day of each and every month such

amount in advance as the Promoters may demand being maintenance charges until the Deed of Assignment/Lease Deed of the said Plot with Building or Buildings is executed. Upon the execution of Deed of Conveyance in favour of Society/s or Apex body/ /organization that shall be formed, all such moneys collected towards the advance maintenance charges shall be paid over by the Promoters to the respective Society after deducting therefrom the amount if any payable by the Purchaser/s to the Promoters under and in accordance with the provisions of this Agreement. In case, if there is any deficit amount payable by the Purchaser/s due to increase in expenses or for any reason whatsoever, then such deficit shall be paid additionally by the Purchaser/s. After the formation of the Society/s/ Apex Body and after the Promoters have handed over the charge of the said Building to the said Society/s/ Apex Body, the Purchaser/s shall pay to his/her/their respective Society his/her/their proportionate share that may be decided by the respective Society in accordance with the utility used by him/her/them, all rates, taxes, ground rent (including additional ground rent levied by the PMC in respect of the premises) dues, duties, impositions, outgoings and burdens now or at any time levied, assessed or imposed upon or in respect of the said Plot or the said new Building or occupiers thereof by the PMC or the Government or Revenue authority in respect of the said Building or the use thereof and payable either by the Purchaser/s or occupiers and shall also pay his/her/their proportionate share of all outgoings in respect of the said Premises viz. taxes, ground rent, additional ground rent, insurance, sanitation charges, water charges, charges in respect of common electricity consumed, watchman, maintenance of security systems, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Premises and the Purchasers shall indemnify and keep indemnified the Promoters in that behalf.

20 (e) The Purchaser/s hereby declare/s and assure/s that he/she/they will not raise any dispute or objection to the permitted user of commercial premises/units for operating Restaurant / Bar/ Spa / Wedding Hall / Banquet from the commercial premises/units by their respective owner/s or their tenant/s. The Purchaser/s and/or the Society shall not insist on any prior NOC to be sought by the owners/tenants of the commercial premises/units. If any Government Agency requires NOC from the Society, then the Society will be under an obligation to grant such NOC without any conditions.

20 (f) The Purchaser/s has/have perused and is/are aware of all the terms and conditions contained in the said documents recited above. The Purchaser/s hereby agree/s and undertake/s that he/she/they shall be bound and liable to pay to the Promoters his/her/their proportionate shares in all respects taxes, outgoings and other charges in respect of the said Premises from the period referred herein and in accordance with the provisions of this Agreement.

20 (g) The Promoters have also informed the Purchaser/s and the Purchaser/s is/ are aware that till such time as the Society or separate Co-operative Societies and Apex Body or Association of the Purchasers Private Limited Company in respect of the said Project is not formed, the maintenance, upkeep and all affairs relating to the day-to-day management of the said Premises shall be looked after by the Promoters and/or any other specialized agency appointed by the Promoters. Such

specialized Management Agency shall be appointed by the Promoters and the Purchaser/s shall not object to it in any manner. The Purchaser/s hereby agree/s, declare/s and confirm/s with the Promoters that all open spaces, common terrace, common spaces of the said Plot, Basement/Podium, Security Cabin and equipment shall be in the exclusive and an interrupted management and authority of the Promoters alone and save and except the exclusive right to the said Premises, the Purchaser/s shall not claim any right, title, interest in the said spaces in any manner whatsoever. The Purchaser/s is/are also aware that upon the formation of Co-operative Society/s / Association of the Purchaser/Private Limited Company in respect of the said Project and upon the execution of Deed of Conveyance in favour of such Co-operative Society/s/ Association of the Purchasers/Private Limited Company all the above areas shall be handed over to the Managing Committee of the Society/ respective Co-operative Societies/ Apex Body that shall be formed or the same shall be managed and administered by such specialized Agency as may be mutually decided between the Promoters and such Managing Committee of the Society/ respective Co-operative Societies/ Apex Body.

20 (h) The Purchaser/s is/are further aware that ultimately the Promoters herein, in their sole and absolute discretion, shall, as per the provisions of Real Estate (Regulation and Development) Act, 2016, form a Co-operative Society or two separate Co-operative Societies for Residential Premises and Commercial Premises. Subsequently, the Promoters shall, if required, form an Apex Body of both such Co-operative Societies in respect of the said Building in accordance with the Acts and Rules for the entire layout /Building comprising of Residential Premises and Commercial Premises (hereinafter referred to as the **said Society/s**) for the said Project within a period of three months from the majority (51%) of Allottees/Purchasers have booked their Flat/Shop/Premises in the said Project and within a period of three months from the date of the receipt of the Occupancy Certificate for the said Project, the Promoters shall further endeavour to execute Deed of Conveyance in favour of such Co-operative Society/s or Apex Body (if formed) that shall be formed for the said Building / the entire layout. The Advocate for the Promoters shall prepare and engross and approve the Deed of Conveyance and all other documents, which are to be or may be executed in pursuance of this Agreement. The Purchaser/s shall bear all costs, professional charges and expenses for the same and also all expenses of the stamp duty, registration charges for Deed of Conveyance or any other Deed, consent, writing and other documents, the costs in connection with the formation of the said Society/s and/or body corporate or other organization, the costs of the stamping and registering all the agreements, deeds, transfer deeds or any other documents required to be executed including the entire professional costs of the Advocates of the Promoters shall be borne and paid by the said Society/s or proportionately by all the Purchasers of the Premises in the said Building alone.

20 (i) The Promoters hereby agree that they shall, before handing over possession of the said Premises to the Purchaser/s and in any event before execution of Deed of Conveyance of the said Plot, make full and true disclosure of the nature of their title to the said Plot as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said Plot and shall, as far as practicable, ensure that the said Plot is free from all encumbrances and

that the Promoters have absolute, clear and marketable title to the said Plot so as to enable them to assign to the said Society/s/Apex Body (if required) such absolute, clear and marketable title on the execution of a Deed of Conveyance of the said Plot by the Promoters.

21. GENERAL COMPLIANCE WITH RESPECT TO THE SAID PREMISES:

21 (a) The Purchaser(s)/Allottee(s) shall, after taking possession, be solely responsible to maintain the said Premises at his/her/their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the said Premises, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or General Development Control Rules for the time being of the PMC or any other Government Authority and/or public body or any other local authority. or change or alter or make additions to the said Premises and keep the said Premises, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter, etc. of the Building is not in any way damaged or jeopardized. The Purchaser(s)/Allottee(s) further undertakes, assures and guarantees that he/she/they would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the Building or anywhere on the exterior of the Project, buildings or Common Areas. The Purchaser(s)/Allottee(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser(s)/Allottee(s) shall not store any hazardous or combustible goods in the said Premises or place any heavy material in the common passages or staircase of the Building. The Purchaser(s)/Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the said Premises. The Purchaser(s)/Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoters and thereafter the Association of Purchaser(s)/Allottee(s) and/or maintenance agency appointed by Association of Purchaser(s)/Allottee(s) shall manage and upkeep the same. The Purchaser(s)/Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions. The Purchaser/s further covenants with the Promoters and through them with the Purchaser/s or the other premises in the said building that he/she/they at any time shall not demolish or caused to be demolished any structure in the said building or any part or portions of the same nor will he/she/they at any time make or caused to be made any new construction of whatsoever nature on or in the said building or any part thereof nor will make any additions or alterations in or to the said Premises or said building and balcony or gallery in the front without previous consent of the PMC/ concerned authority or the Promoters or the said Society, as the case may be. The Purchaser/s from the date of possession will maintain the lift, water pump, firefighting equipment and other assets provided by the Promoters on their own cost and the Promoters will not be held responsible and liable for the same in any manner whatsoever.

21 (b) DEFECT LIABILITY:

(i) If within a period of five years from the date of handing over the said Premises to the Purchaser/s, the Purchaser/s brings to the notice of the Promoter any structural defect in the said Premises or the Building in which the said Premises is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter through the original Agency who had carried out the said work/construction originally without charging any cost/charges to the Purchaser/s and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA Act.

(ii) Provided however, that the Purchaser/s shall not carry out any alterations of the whatsoever nature in the said Premises and in specific the structure of the said Premises which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Purchaser/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. Further, in the following cases where the Purchaser/s (i) install/s air-conditioners or any other machine/s or instrument/s on the external walls haphazardly or inappropriately which may destabilize the structure (ii) Purchaser/s and/or its tenants load heavy luggage in the lift, (iii) damage any portion of the common wall / any portion of the neighbour's Apartment, or common area by drilling, chiseling or hammering or removing any portion or part of the originally constructed or fitted material or carries on any other work haphazardly or inappropriately, etc. If any of such works are carried, the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear and tear and by negligent, haphazardly or inappropriate use of apartment by the Occupants or the vagaries of nature etc.

(iii) Provided further that it shall be the sole and absolute responsibility and liability of the Purchaser/s to maintain the said Premises in a proper manner and take all due care needed including but not limiting to the joints in the tiles in the said Premises are regularly filled with white cement/epoxy to prevent water seepage.

(iv) Further where the manufacturer warranty as shown by the Promoter to the Purchaser/s ends before the defects liability period and such warranties are covered under the maintenance of the said Premises/ building/ wing, and if the comprehensive annual maintenance contracts are not done/renewed by the Purchaser/s the Promoter shall not be responsible for any defects occurring due to the same.

(v) That the said Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the contractors, sub-contractors, suppliers of various materials, the vendors/ manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts upto the expiry of warranty period so as it to be sustainable and in proper working condition to continue warranty in both the Premises and the common project amenities wherever applicable.

(vi) That the Purchaser/s has been made aware and that the Purchaser/s expressly agrees that the regular wear and tear of the Premises/building/ wing includes minor hairline cracks on the external and internal walls excluding, floor and wall tiles the RCC structure which happens

due to variation in temperature, seismic movements and various other reasons inherent to any premises/buildings/wings and which do not amount to structural defects and hence any such defects / hairline crack etc. cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Purchaser/s, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defect in materials used, in the structure built of the Premises/ wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement. The Professional Fees of such expert/surveyor shall be born and paid by the Purchaser/s alone.

21 (c) The Promoters/maintenance Agency/Association of Purchaser(s)/ Allottee(s) shall have rights of unrestricted access of all Common Areas, garages/closed parking/s and parking spaces for providing necessary maintenance services and the Purchaser(s)/Allottee(s) agree/s to permit the Promoters/Association of Purchaser(s)/Allottee(s) and/or maintenance agency to enter into the said Premises or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

21 (d) The Purchaser(s)/Allottee(s) hereby agree/s to purchase the said Premises on the specific understanding that his/her/their right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the Association of Purchaser(s)/Allottee(s) (or the maintenance agency appointed by it) and performance by the Purchaser(s)/Allottee(s) of all his/her/their obligations in respect of the terms and conditions specified by the maintenance agency or the Association of Purchaser(s)/Allottee(s) from time to time.

21 (e) The Promoters have informed the Purchasers that several facilities such as refuge areas, electric sub-station, transformer, DG set rooms, underground water tanks, Overhead Tanks, pump rooms, maintenance and service rooms, fire-fighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Purchaser(s)/Allottee(s) shall not be permitted to use such services areas located on/underneath Ground Floor and the same shall be reserved for use by the Association of Purchaser(s)/Allottee(s) formed by the Purchaser(s)/Allottee(s) for rendering maintenance services.

21 (f) The Purchaser/s and the person to whom the said Premises shall have been let, sublet, transferred, assigned or given possession of and in accordance with the provisions hereof shall duly observe and perform all the rules and regulations of the said Society that may be in force from time to time relating to the protection and maintenance of the said building with Premises thereof and for the observance and carrying out of the building rules and regulations and Development Control Rules for the time being of the Concerned Authority, the Government and or public body or any other local authority.

21 (g) It is expressly agreed and confirmed by and between the parties hereto that the Terrace which is attached to the said Premises will be in the exclusive possession of the Purchaser/s herein and other Purchaser/s of the premises in the said Building/s will not, in any manner object thereto. The other Purchaser/s shall not, in any manner object to the Promoters assigning to the Purchaser/s of the said Premises with an attached terrace with exclusive rights of the Purchaser/s herein to use the said Terrace.

21 (h) Immediately upon the cancellation of this Agreement, the Purchaser/s herein shall handover the original Agreement together with all original receipts for payments made, original mortgage NOC to the Promoters within 7 (Seven) days of the cancellation notice by the Purchaser/s. Upon receiving all the aforesaid original documents from the Purchaser/s, the Promoters shall refund the excess monies (if any) refundable in accordance with clause 6 (b) hereof. It is also agreed and understood that the Promoters shall only pay proportionate charges towards Property Tax, Service Charges, Sinking Fund, Insurance charges, NA Tax, Lease Rent as per actuals for premises lying vacant and unsold premises in the said Building. However, the Promoters shall not pay the maintenance charges and the transfer charges in respect of such unsold premises in the said Building and also the Promoters shall not pay the proportionate charges for water, common electricity, contribution towards repair and maintenance funds, expenses on repair and maintenance of the lifts including charges for running the lifts, car parking, non-occupancy charges or any other charges/ share of any expense in respect of all such unsold premises. Provided however, the Society shall, on the receipt of an application from the Promoters, issue the requisite NOC / Confirmation/ Consent in respect of any/all unsold premises within a period of 7 (Seven) days from the date of receipt of the written request from the Promoters in this regard without payment of any transfer charges, compensation or any other payment (under any other nomenclature).

21 (i) The Promoters shall not be bound to carry out any extra work in the said Premises agreed to be sold by the Promoters to the Purchaser/s under this Agreement.

22. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or of the said Property and Building or any part thereof. The Purchaser/s shall have no claims save and except in respect of the said Premises hereby agreed to be acquired by the Purchaser/s. All open spaces, floor spaces index, parking spaces, lobbies, staircases, terraces, recreation spaces, etc. will remain to be the Property of the Promoters until the whole plot together with the structures standing thereon is/are transferred to the said Society, but subject to the rights of the Promoters contained herein.

23. RESTRICTIONS ON TRANSFER:

23 (a) The Purchaser/s of the said Premises will not transfer or assign interest or benefit of this Agreement, until all the dues payable by the Purchaser/s to the Promoters under this Agreement are fully paid up and even after such payment, only if the Purchaser/s has/have not been guilty of

breach or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has/ have obtained the Promoter's consent in writing to the same.

23 (b) So long as all or any of his/her/their dues herein stated remains unpaid and so long as the said Society shall not be registered, the Purchaser/s shall not, without the prior consent in writing of the Promoters, let, sublet, transfer, assign any rights created under this Agreement or part with the possession of the said Premises or any part thereof.

24. FOREIGN/ NON RESIDENT INDIAN PURCHASER/S:

24 (a) The Purchaser(s)/Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoters with such permission, approvals which would enable the Promoters to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser(s)/Allottee(s) understands and agrees that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

24 (b) The Purchaser(s)/Allottee(s) shall keep the Promoters fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser(s)/Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser(s)/Allottee(s) to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any under the applicable laws. The Promoters shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser(s)/ Allottee(s) and such third party shall not have any right in the application/allotment of the said Premises applied for herein in any way and the Promoters shall be issuing the payment receipts in favour of the Purchaser(s)/Allottee(s) only.

25. REPRESENTATIONS OF THE PROMOTERS:

The Promoters hereby represent and warrant to the Purchaser(s)/Allottee(s) that save as specifically mentioned herein:

(i) The Promoters have absolute, clear and marketable title in respect of the said Entire Property and have the requisite rights to carry out development upon the said Entire Property and the Promoters have the absolute, actual, physical and legal possession of the said Entire Property for the Project.

(ii) The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project.

- (iii) There are no encumbrances upon the said Entire Property or the Project;
- (iv) There are no litigations pending before any Court of law with respect to the said Entire Property, Project or the said Premises.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Entire Property and said Premises are valid and subsisting and have been obtained by following due process of law. Further, the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Entire Property, Building and said Premises and common areas.
- (vi) The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser(s)/ Allottee(s) created herein, may prejudicially be affected.
- (vii) The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Property, including the Project and the said Premises which will, in any manner, affect the rights of Purchaser(s)/Allottee(s) under this Agreement.
- (viii) The Promoters confirms that the Promoters are not restricted in any manner whatsoever from selling the said Premises to the Purchaser(s)/Allottee(s) in the manner contemplated in this Agreement.
- (ix) The said Entire Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Entire Property.
- (x) The Promoters have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities.
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Entire Property) has been received by or served upon the Promoters in respect of the said Entire Property and/or the Project.

26. The Promoters have informed the Purchaser/s about its intention to sell the parapet walls of terrace, boundary walls on the external periphery of the said Building (hereinafter called "the said Display space") and the same shall be utilized only for the purpose of the advertisement, which includes hoarding, any display of such sign-boards as well as neon light, and the Purchaser/s of such display space shall install separate electric-meter for neon-light and shall also bear and pay the Government taxes directly or through the society. The Purchaser/s of the Display space shall not contribute any other outgoings to the said Society. The Purchaser(s)/ Allottee(s) herein shall not object in any manner and shall co-operate with the Purchaser/s of such Display space as admitting him/her/them as nominal member of the said Society. The Purchaser/Society will honor the agreement/understanding between the Promoters and holder of Display space. The Promoters can display their Company name/logo and put neon sign/hoarding/display at the suitable place of the said Building and the Purchaser/s/Society will not object it, without being liable to pay any compensation, consideration to the Society or its members. The Promoters shall install

separate Electric Meter for neon-light and shall bear and pay the charges as per the Bills for the electricity consumed thereof directly to the concerned Authority. The Promoters/their sister concern will not contribute any other outgoings to the Society. The Promoters/ their agents shall be allowed to enter into the said Entire Property at all reasonable time for the maintenance of the said sign/hoarding/display put at the suitable place of the said Building.

27. This Agreement shall always be subject to the provisions contained in Real Estate (Regulation and Development) Act, 2016 or any amendment or re-enactment thereof for the time being in force or any other provisions of law applicable thereto.

28. NOTICES AND CORRESPONDENCE:

28 (a) All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by prepaid post under Certificate of Posting at his/her/their address specified below:

Address: _____

Email id. _____

Mobile No. _____

28 (b) In case if the Purchaser/s changes his/her/their address specified herein then and in that event, the Purchaser/s shall intimate by Registered AD Letter, the new address or Email address and shall cause the Promoters to rectify their records by recording the new addresses and Email address. In case, if the Purchaser/s fail/s to provide the Promoters his/her/their new address and Email address, then the Promoters shall not be liable or responsible for the non receipt of any letter or communication from the Government authorities and the Purchaser/s alone shall be responsible for all legal consequences arising there from.

29. The Purchaser/s and the Promoters shall, immediately after the execution of this Agreement as well as Deed of Conveyance/vesting documents in favour of said Society lodge the same for registration with the concerned Sub-Registrar of Assurances within the time limit prescribed by the Registration Act and the Purchaser/s shall within two days after lodging the same intimate the Promoters of having done so with the date and serial number which the same has been so lodged for registration of the Agreement. All out of pocket costs, charges and expenses including the Stamp duty and registration charges of and incidental to this Agreement as well as Deed of Conveyance/vesting documents in favour of said Society shall be borne and paid by the Purchaser/s alone and the Promoters will attend such office and admit execution thereof.

30. COMPLIANCE OF LAWS, NOTIFICATIONS, ETC. BY PURCHASER(S)/ALLOTTEE(S):

The Purchaser(s)/Allottee(s) is/are entering into this Agreement for the allotment of a said Premises with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Purchaser(s)/Allottee(s) hereby

undertakes that he/she/they shall comply with and carry out, from time to time after he/she/they has/have taken over for occupation and use the said Premises, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the said Premises/at his/her/their own cost.

31. ENTIRE AGREEMENT:

This Agreement, along with its schedules and Annexures constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Premises/plot/building, as the case may be.

32. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the parties by executing such further Supplementary Agreement/deeds/documents/writings mutually decided by the parties hereto. The applicable Stamp Duty and Registration charges on all such Agreements/deeds/documents shall be paid by the Purchaser/s alone.

33. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER(S)/ALLOTTEE(S)/SUBSEQUENT ALLOTTEE(S):

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

34. WAIVER NOT A LIMITATION TO ENFORCE:

(a) The Promoters may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchaser(s)/Allottee(s) in not making payments as per the Payment Schedule mentioned in clause 4(a) herein including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Purchaser(s)/Allottee(s) that exercise of discretion by the Promoters in the case of one Purchaser(s)/Allottee(s) shall not be construed to be a precedent and/or binding on the Promoters to exercise such discretion in the case of other Purchaser(s)/Allottee(s).

(b) Any delay, indulgence and negligence on the part of the Promoters in enforcing the terms and conditions of these presents or any forbearance or the grant of time to the Purchasers shall not be construed as a waiver on the part of the Promoters of the breach of any of the terms and conditions of these presents nor shall waiver in any way of prejudice the rights of the Promoters.

35. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Real Estate (Regulation And Development) Act, 2016 or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Real Estate (Regulation And Development) Act, 2016 or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

36. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Purchaser(s)/Allottee(s) has/have to make any payment, in common with other Purchaser(s)/Allottee(s) in the Project, the same shall be the proportion which the carpet area of the said Premises bears to the total carpet area of all the Premises/plots in the Project.

37. BINDING EFFECT:

Forwarding this Agreement to the Purchaser(s)/Allottee(s) by the Promoters does not create a binding obligation on the part of the Promoters or the Purchaser(s)/Allottee(s) until, firstly, the Purchaser(s)/Allottee(s) signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Schedule within 15 (Fifteen) days from the date of receipt by the Purchaser(s)/Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoters. If the Purchaser(s)/Allottee(s) fails to execute and deliver to the Promoters this Agreement within 15 (Fifteen) days from the date of its receipt by the Purchaser(s)/Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Purchaser(s)/Allottee(s) for rectifying the default, which if not rectified within 15 (Fifteen) days from the date of its receipt by the Purchaser(s)/Allottee(s), application of the Purchaser(s)/Allottee(s) shall be treated as cancelled and all sums deposited by the Purchaser(s)/Allottee(s) in connection therewith including the booking amount, after deducting all the deductible amounts as mentioned herein above, shall be returned to the Purchaser(s)/Allottee(s) without any interest or compensation whatsoever.

38. FURTHER ASSURANCES:

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

39. JOINT ALLOTTEES:

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

40. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoters himself/themselves or through his/their/its authorized signatory at the Promoter's Office or at some other place, which may be mutually agreed between the Promoters and the Purchaser(s)/Allottee(s). After the Agreement is duly executed by the Purchaser(s)/Allottee(s) and the Promoters the said Agreement shall be registered at the office of the appropriate Sub-Registrar of Assurances. Hence this Agreement shall be deemed to have been executed at Navi Mumbai.

41. DISPUTE RESOLUTION:

All or any disputes arising out of or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Real Estate (Regulation and Development) Act, 2016.

42. In case the transaction being executed by this agreement between the promoter and the allottee is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration / fees / charges for services / commission / brokerage to the said Registered Estate Agent, shall be paid by the Promoter / Allottee / both, as the case may be, in accordance with the agreed terms of payment.

IN WITNESS WHEREOF, THE PARTIES HERETO HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS THE DAY AND THE YEAR FIRST HEREINABOVE WRITTEN.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the said Entire Property)

Firstly,

An area admeasuring 11,242.79 Square meters of Survey No. 80/1 situate, lying and being at Village Rohinjan, Taluka Panvel and District Raigad, Registration District and Sub – District of Panvel, Navi Mumbai, together with the right and entitlement of the Promoters herein to the Road TDR / FSI of 3314.42 Square meters to be allotted/ granted by PMC in lieu of surrender of the balance area admeasuring 1657.21 Square meters forming the part of the Survey No. 80/1 and bounded as follows, i.e. to say:

On or towards North : By Survey No. 79/1/4B and Survey No. 79/1/4C

On or towards South : By Survey No. 80/2 and boundary of CIDCO

On or towards West : By Survey No. 80/2, 81 and Survey No. 82

On or towards East : By boundary of CIDCO

Secondly,

ALL THAT piece and parcel of land situate, lying and being at Village Rohinjan, Taluka Panvel and District Raigad bearing Survey No. 80/2 admeasuring 2,500 square meters in the Registration District and Sub – District of Panvel, Navi Mumbai and bounded as follows, i.e. to say:

On or towards North : By Survey No. 80/1

On or towards South : By Boundary of CIDCO

On or towards West : By Survey No. 82

On or towards East : By Survey No. 80/1

THE SECOND SCHEDULE ABOVE REFERRED TO:

The nature, extent and description of common areas and facilities.

A) Description of the common areas provided:

Sr. no.	Type of Common areas provided	Proposed Date of Occupancy Certificate	Proposed date of Hand over for use	Size/area of the common areas provided
1	Lawn	31-12-2029	31-3-2030	878.70 Sq.Mtr
2	Indoor Sports	31-12-2029	31-3-2030	212.58 Sq.Mtr
3	Multipurpose Hall	31-12-2029	31-3-2030	107 .45 Sq.Mtr

B) Facilities/ amenities provided/to be provided within the Building including in the common area of the Building:

Sr.no.	Type of facilities / amenities provided	Tower name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/common organization	Size/area of the facilities / amenities	FSI Utilized or free of FSI
1	Gymnasium	Tower A & B	31-12-2029	31-3-2030	212.58 Sq.Mtr	
2	Swimming Pool	Tower A & B	31-12-2029	31-3-2030	241.72 Sq.Mtr	
3	Kids Play Area	Tower A & B	31-12-2029	31-3-2030	98.20 Sq.Mtr	
Total FSI Permissible for Plot A (In Sq.Mtr)						923.07

C) Facilities/ amenities provided/to be provided within the Layout and /or common including in the common area of the Building:

Sr. No.	Type of facilities / amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/common organization	Size/area of the facilities / amenities	FSI Utilized or free of FSI
1	NA	NA	NA	NA	NA	NA

D) The size and the location of the facilities / amenities in form of open spaces (RG / PG etc.) provided / to be provided within the said Plot and / or within the layout:

Sr.no.	Type of open spaces (RG/PG) to be provided	Tower name/ number	Size open spaces to be provided	Proposed Date of availability for use	Proposed Date of handing over to the common organization
1	Recreational Open Space	Tower A & B	709.66 Sq.Mtr	31-12-2029	31-03-2030

E) Details and specifications of the lifts:

Sr.no.	Type Lift (passenger/service/str etcher/goods/fire evacuation/any other)	Total no. of Lifts provided	Number of passenger or carrying capacity in weight (kg)	Speed (mtr/sec)
1	Passenger Lifts Per Wing	4	11 Persons / 800 Kg	2.5 mtr/sec
2	Fire Lifts Per Wing	1	15 Persons / 1150 Kg	2.5 mtr/sec

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Description of the said Premises)

Flat/ Shop No. _____ on the _____ Floor, admeasuring _____ Square meters (Carpet area) in the Building/Project Known as “**ELEGANCE TOWER A AND B**” to be constructed on Survey No. 80/1 and Survey No. 80/2 situate, lying and being at Village Rohinjan, Taluka Panvel and District Raigad and which is more particularly described in the First Schedule hereinabove.

SIGNED, SEALED AND DELIVERED BY _____)
M/S. APEX REALTY _____)
 THROUGH ITS AUTHORISED PARTNER/S _____)

MR. _____)

IN THE PRESENCE OF

SIGNED, SEALED AND DELIVERED)
BY THE WITHIN NAMED "PURCHASER/S")
MR./MRS./ M/S. _____)

_____)

IN THE PRESENCE OF.....)

Housiey.com

RECEIPT

RECEIVED OF AND FROM THE WITHIN NAMED PURCHASER/S MR./MRS/M/S
_____, A SUM OF RS. _____ /- (RUPEES
_____ ONLY) VIDE CHEQUE NO. _____ DATED
_____ DRAWN ON _____, _____ BRANCH, BEING THE
EARNEST MONEY DEPOSIT TOWARDS THE WITHIN MENTIONED TOTAL
CONSIDERATION TO HAVE BEEN PAID BY THEM TO US.

WE SAY RECEIVED.

FOR M/S. APEX REALTY

MR. _____
(AUTHORISED PARTNER/S)

Housiey.com

LIST OF AMENITIES: (Annexure "H")

LIST OF ANNEXURES:

Annexure "A-1 & A-2" --- Copies of 7/12 Extracts

Annexure "B" --- Copy of Commencement Certificate.

Annexure "C" --- Copy of Project Registration Certificate with RERA.

Annexure "D" --- Copy of a Layout Plan of the said Entire Property.

Annexure "E" --- Copy of Report on Title.

Annexure "F" --- Copy of Typical Floor Plan of the said Premises.

Annexure "G" --- Copy of Architect's Certificate.

Annexure "H" --- List of Amenities.

Housiey.com

Dated this ____ Day of _____ 20__

M/S. APEX REALTY

... Promoters

AND

Mr./Mrs. _____

...Purchaser/s

Housiey.com

Agreement for Sale for Flat/ Shop No. ____
