

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“Agreement”) made at Thane, this _____ day of _____, in the year Two Thousand and _____,

BETWEEN

AGILE REAL ESTATE PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, and existing under the Companies Act, 2013, having its registered office at 101, Kalpataru Synergy, Opposite Grand Hyatt, Santacruz (East), Mumbai 400 055, hereinafter referred to as the “**Promoter**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **One Part**,

AND

Mr. / Ms. / Mrs. _____,

Indian

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

_____,
[or] _____, LLP, a limited liability partnership, constituted under the Limited Liability Partnership Act, 2008, having its registered office at _____, represented herein by its duly authorized partner _____, [or] **Messrs.** _____, a partnership firm, registered under the Indian Partnership Act, 1932, having its principal place of business at _____, represented herein by its duly authorized partner _____, [or] _____ **Private Limited/Limited**, a company incorporated under the Companies Act, 1956, and existing under the Companies Act, 2013, having its registered office at _____ represented herein by its duly authorized signatory, [or] _____ HUF, a Hindu Undivided Family, having its address at _____, represented herein by its karta and manager _____, [or] _____ trustees of the private trust constituted under the Deed of

Trust/Settlement dated _____, having their/its address at _____, [or] _____ Trust, a public trust registered under the _____ Act, 19_____, having its registered office at _____, represented herein by its trustees, hereinafter referred to as the “**Allottee/s**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, in the case of a/an: (i) individual or individuals, his, her or their respective heirs, executors, administrators, successors and permitted assigns, (ii) company or a body corporate or juristic entity and permitted assigns (iii) partnership firm, its partners for the time being, the survivor or last survivors of them and the legal heirs, executors and administrators and permitted assigns of such last survivor of them; (iv) trust, the trustees for the time being and from time to time of the trust and the survivors or survivor of them and its/their successors and permitted assigns) of the **Other Part**.

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

WHEREAS:

- A. The Promoter is entitled to (including to develop) the lands totally admeasuring approximately 4,35,180 square meters situate, lying and being at Village Balkum, District Thane (hereinafter referred to as the “**Whole Project Land**”). The Promoter is in the process of buying/acquiring development rights of additional lands situated/adjacent to the Whole Project Land and at its discretion shall/may form part of the Whole Project Land.
- B. The Whole Project Land also includes/is affected by road admeasuring approximately 15,000 square meters and amenities/open space approximately admeasuring 1,03,948.50 square meters. The above mentioned reservations and amenities which are affecting/may affect the Whole Project Land and/or may be shifted or altered from time to time and as required by the Promoter and the Promoter has handed over/shall hand over the same to the Thane Municipal Corporation (hereinafter referred to as the “**TMC**”) and/or the concerned authorities as and when required from time to time.
- C. The Whole Project Land has been converted from industrial to commercial user (which includes residential and retail users). The TMC has sanctioned the layout plan (“**Common Layout Plan**”) in respect of the Whole Project Land. The Common Layout Plan is annexed hereto and marked **Annexure ‘A’**. The Promoter shall be entitled to revise the said Common Layout Plan as and when required and shall be entitled to all the benefits thereof.
- D. Out of the Whole Project Land, following land parcels have been leased to Maharashtra State Electricity Board (“**MSEB**”) for installation and operation of an electric/power sub-station thereon: (i) out of Sub Plot-A Land (defined below) - land admeasuring approximately 2,500 square meters vide agreement for lease dated 24th November, 1995 and (ii) out of Sub Plot-B Land (defined below) land admeasuring approximately 600 square meters vide lease deed dated 19th July 2023, and the Promoter may/shall lease additional land parcels to MSEB in future as and when required by MSEB.
- E. The Promoter has/shall earmark any or all parts/portions/plots of the Whole Project Land as sectors, and proposed to develop the Whole Project Land as per the Common Layout Plan for residential, commercial and/or retail development or such other use/development as may be permitted in a phase wise and segment wise manner, as it may deem fit, over a period of time, by, inter alia, constructing upon each such sector, multiple projects, for any objects or purposes as may be approved by the concerned authority/ies, and having one or more building(s)/towers(s)/structure(s), and/or a building comprising of minimum two or more wings (hereinafter referred to as the “**Whole Project**”).
- F. The Promoter shall exclusively own, hold and enjoy, the entire current, enhanced, future and estimated/projected/envisaged, FSI/ FAR, premium/ paid FSI, fungible FSI, incentive/ additional/ compensatory FSI, floating FSI, DR, TDR, and other development potential, benefits, potential, yield, and/or advantages, and/or as may be available on any account whatsoever, and/or any other rights and/or benefits of any nature whatsoever, and by whatever name called or may be, available, or acquired, under any Applicable Law (defined hereinafter), or otherwise, howsoever, including by way of hand over and/or transfer, to any governmental authority/ies or other persons, of any or all of the reservations, amenity spaces, set-back areas or any other part/s of the Whole Project Land. The

areas that shall or may be available, with or without payment of any premium / charges, to be utilized in (a) open/ enclosed/ dry/ utility balconies and exclusive terraces, cupboard niches, (b) limited common areas & amenities, (c) common areas & amenities and (d) vehicle parking spaces, shall be in addition to development potential.

- G. For ease of identification and better development of the Whole Project Land and due to DP road passing through the Whole Project Land, the same has been sub-divided into 2 land parcels. One land parcel admeasuring approximately 3,52,520 square meters and hereinafter referred to as **Sub Plot-A Land**, and another land parcel (including 30 mts wide DP Road) admeasuring approximately 82,660 square meters and hereinafter referred as **Sub Plot-B Land**. Sub Plot-A Land is demarcated in blue colour boundary line and the Sub Plot-B Land is demarcated in red colour boundary line in the attached Common Layout Plan. By diverse mesne assignments and acts in law, and ultimately by and under the deeds and writings as set out in the statement annexed hereto and marked **Annexure 'B'**, the Promoter is entitled to develop the Sub Plot-B Land.
- H. For the purpose of development of the Sub Plot-B Land, an area admeasuring 69,990 square meters or thereabouts has been considered after deducting area admeasuring 12,670 square meters under 30 meters wide DP Road which is more particularly described in the **First Schedule** hereunder written, the Promoter has obtained revised sanctioned layout plan in respect of Sub Plot-B Land with the revised area from the TMC on _____ ("**Revised Layout Plan**") annexed hereto and marked **Annexure 'B1'**. The DP Road is earmarked in brown color in the Revised Layout Plan. The Promoter reserves the right to revise the Revised Layout Plan and carry out any variations, alterations, amendments, or deletions, in respect of the Revised Layout Plan and planning of Whole Project or any of the projects/phases thereof.
- I. The Promoter is developing an area admeasuring 9880 square meters ("**Sector A Land**") out of the Sub Plot B Land by constructing a two proposed multi-storied buildings with various infrastructure, limited and common amenities and facilities including open parking/ podium parking spaces therein known as '**Primera**' which is registered as a separate real estate project under RERA.
- J. The Promoter now proposes to develop an area admeasuring 49,040 square meters out of Sub Plot-B as a separate project distinct from the other projects in Sub Plot-B Land in phase wise manner more particularly described in the **Second Schedule** hereunder written, and shown delineated by a blue colored boundary line on the Revised Layout Plan (hereinafter referred to as the "**Sector B Land**") by constructing thereon a complex known as "**Sector B Project**" i.e. the development and construction of several wings/building comprising of residential/shops/commercial premises/retails office along with various amenities and recreational facilities and register each phase as a separate real estate project under RERA. The Promoter has informed the Allottee/s and the Allottee/s are aware that, the amenities and recreational facilities proposed on the Sector B Land shall be utilized by all the allottees/purchasers of residential apartment of Sector B Project. Photocopies of the 7/12 Extracts in respect of the Sector B Land are collectively annexed hereto and marked **Annexure 'C'**
- K. The Promoter intends to develop as a first phase of Sector B Project named '**Sector B – Tower A and B**', by constructing thereon two proposed multi-storied buildings, to be respectively known as **Tower A** (Tower 2A as per Approvals) and **Tower B** (Tower 2B as per Approvals) each comprising of two basements, plus ground floor plus six podiums plus forty-six (46) upper floors for Tower A and forty-four (44) upper floors for Tower B, (hereinafter collectively referred as "**Towers**") with various infrastructure, limited and common amenities and facilities including open parking/ podium/stack/tandem parking spaces therein (hereinafter collectively referred as "**Project**") on land admeasuring 2087.28 square meters out of Sector B Land more particularly mentioned in **Fourth Schedule** ("**Project Land**"). The aforesaid buildings will have residential apartments/retails/commercial premises/shops in the Project. The residential apartments and the vehicle parking spaces in the Project (defined above) are hereinafter collectively referred to as the "**Premises**."
- L. The limited common areas and amenities attributable to each of the Towers is described in Part A of the Statement annexed hereto and marked **Annexure 'D'** (hereinafter referred to as the "**Limited Common Areas & Amenities**") which shall be utilized by the allottees of the respective Tower. The

development and construction of the balance Sector B Land is hereinafter referred to as the “**Balance Project**”.

- M. As a part of Sector B Project, the Promoter also intends to develop and construct various areas, amenities and utilities intended for the common use of, the allottees, purchasers and occupants of residential apartments in Sector B Project from time to time and more particularly described in Part B of the Statement annexed hereto and marked **Annexure ‘D’** (hereinafter referred to as the “**Common Areas & Amenities**”). The Common Areas & Amenities shall solely and exclusively be available to the allottees, purchasers and occupants of the residential apartments in the Sector B Project and the allottees, purchasers and occupants of the commercial/retail units shall not be entitled to utilize the Common Areas & Amenities.
- N. The subject matter of this Agreement is to allot and sell residential apartment in the Project to be constructed by the Promoter on the Project Land and receive the sale consideration in respect thereof.
- O. The Promoter has registered the Project as a “real estate project” as defined under the Real Estate (Regulation & Development) Act, 2016 and the rules made thereunder, including the applicable Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rate of Interest and Disclosures on Website) Rules, 2017 and such amendments, enactments, modification including orders, regulations, circulars and notifications issued from time to time (hereinafter referred to as “**RERA**”) with the Maharashtra Real Estate Regulatory Authority, Mumbai bearing MahaRERA Registration No. _____. A photocopy of the Certificate evidencing such registration is annexed hereto and marked **Annexure ‘E’**.
- P. The Promoter intends to allot and sell any or all of the residential apartments on an “ownership basis” under the applicable provisions of RERA and/or the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as “**MOFA**”) and/or any other provisions/ acts/rules /regulation as applicable from time to time, and/or the grant of leases, tenancies, licenses, and/or any other alienation or disposal of such residential flats/commercial units, as the Promoter deems fit, in its discretion.
- Q. The Promoter has obtained certain Approvals (defined hereinafter). Wherever the term (i) “**Approvals**” is used in this Agreement, the same shall mean and include all approvals, permissions, sanctions, licenses, and no objection certificates/letters, by whatever name called, obtained, in the process of being obtained, and to be obtained, under Applicable Laws (defined hereinafter), as the Promoter may consider necessary and expedient, and/or as required by any concerned authority/ies, inter alia, in relation to the development of the Project Land, and which specifically includes: the Development Permission / Commencement Certificate issued by the TMC in respect of the Project on the Phase B Land, photocopy whereof is annexed hereto and marked **Annexure ‘F’**, with all further Commencement Certificates and other approvals, permissions, sanctions, licenses, no objection letters/certificates, and together with renewals, extensions, revisions, amendments and modifications thereof, from time to time, as the Promoter may consider necessary and expedient, or for the betterment of the Phase B Land, in its discretion, and/or as required by the TMC, and/or any concerned authorities from time to time, and (ii) “**Plans**” is used in this Agreement, the same means and includes the plans, drawings and layout as currently approved and sanctioned by the TMC and the concerned authorities in respect of the Phase B Land, and includes plans, designs, drawings, specifications and layouts as may, from time to time, be submitted by the Promoter in its discretion, in respect of the Phase B Land, and/or any part thereof, and/or as may be sanctioned and approved from time to time in respect of the Phase B Land , together with any amendments, alterations, modifications, additions, extensions, renewals, etc. in respect thereof as the Promoter may consider necessary and expedient, in its discretion, and/or as may be required by any concerned authorities from time to time.
- R. The Promoter has obtained a Title Certificate dated _____ from INDIALAW LLP, in respect of the Promoter’s title to Sector B Land (hereinafter referred to as the “**Title Certificate**”), the photocopy of the same is annexed hereto and marked **Annexure ‘G’**.
- S. The Promoter has further informed to the Allottee/s that the Promoter has filed Scheme of Arrangement under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013

between Agile Real Estate Private Limited (Demerged Company) and Agile Real Estate Dev Private Limited (Formerly known as Appropriate Realty Developers Private Limited) the Resulting Company and their respective Shareholders (“Scheme”) before the Hon’ble National Company Law Tribunal, (Mumbai-Bench) (“NCLT”) for demerger of Demerged Company i.e. Promoter herein including the Project as defined in the Scheme. The Scheme is pending for approval and sanction from the NCLT. It is further stated that once the Scheme is approved and sanctioned by NCLT and subject to completion of applicable corporate compliances, the Resulting Company i.e. Agile Real Estate Dev Private Limited shall be the sole, exclusive and absolute owner and having right, title, interest, power and authority to develop, sell, transfer and or to deal or dispose of the Project in any manner as deem fit by the Resulting Company alone and the Allottee/s hereby acknowledge and confirm that they shall not object to the Scheme in any manner and they are entering into this Agreement fully knowing the Scheme and shall co-operate and sign all documents that may be required to give effect to the Scheme as and when required.

- T. The Promoter has appointed architects, registered with the council of architects (hereinafter referred to as the “**Project Architect**”, which includes any architect/s or licensed surveyors registered with the local planning authority like TMC, that have been appointed, from time to time, by the Promoter, in relation to the Project) and a project engineer (hereinafter referred to as the “**Project Engineer**”, which includes any structural and/or civil engineers, that have been engaged, from time to time, by the Promoter, in relation to the Project) in respect of the design and execution of the Project and has accepted their professional supervision till the completion of the Project, that is, the completion of the entire construction of the Project and receipt of the occupation certificate/s in respect thereof (hereinafter referred to as the “**Project Completion**”).
- U. The Allottee/s has/have approached, and applied to, the Promoter, for allotment to the Allottee/s, of a proposed residential dwelling apartment in Tower __ of the Project, shown on the typical floor plan thereof hereto annexed and marked **Annexure ‘H’** and carpet area of the Apartment (defined hereunder) is stated in the statement hereto annexed and marked as **Annexure ‘I’** and more particularly described in the **Fifth Schedule** hereunder written (hereinafter referred to as the “**Apartment**”), with covered parking space/s described in **Annexure ‘I’** hereto, and described in the **Fifth Schedule** hereunder written, (hereinafter referred to as the “**Parking Space/s**”). In this regard, the Allottee/s has/have demanded from the Promoter, and the Promoter has given to the Allottee/s, inspection of the documents and records relating to the Sub Plot-B Land, as well as all other documents specified under RERA and MOFA (as applicable), including the Plans and Approvals as required to be disclosed. The Promoter has provided to the Allottee/s inspection of the Title Certificate in respect of the Promoters title to the Sub Plot-B Land. The Allottee/s has/have satisfied himself / herself / themselves / itself in respect thereof, including the title of the Promoter to the Sub Plot-B Land, and the Promoter’s right to develop the Project and Balance Project, including the Whole Project Land, and its status.
- V. Based upon the agreements, confirmations and undertakings of, and applicable to the Allottee/s herein, including to observe, perform and comply with all terms, conditions and provisions of this Agreement, the Promoter has agreed to allot and sell the Apartment to the Allottee/s, strictly upon and subject to the terms, conditions and provisions hereof.
- W. Under the provisions of RERA and MOFA (as applicable), the Parties are required to execute an agreement for sale, being this Agreement, and to register the same under the provisions of the Registration Act, 1908.
- X. Relying upon the said application and the representations, declarations and assurances made by the Allottee/s to faithfully abide by all the terms, conditions and stipulations contained in this Agreement, the Promoter has agreed to sell to the Allottee/s and the Allottee/s has/have agreed to purchase from the Promoter the Apartment at the consideration and on the terms and conditions hereinafter appearing.

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

ARTICLE 1 – AGREEMENT FOR ALLOTMENT & SALE

- 1.1 Subject to and upon the terms, conditions and provisions hereof, the Allottee/s hereby agree/s to purchase and acquire from the Promoter, and the Promoter hereby agrees to sell to the Allottee/s, the Apartment described in **Annexure 'I'** hereto, which is shown on the typical floor plan thereof annexed hereto and marked **Annexure 'H'** and which is more particularly described in the **Fifth Schedule**, hereto at or for the agreed purchase price and consideration payable by the Allottee/s as set out in **Annexure 'J'** hereto (hereinafter referred to as the "**Purchase Price**"). A plan depicting areas of the Apartment is annexed hereto and marked **Annexure 'I-1'**.
- 1.2 The carpet area of the Apartment as stated in the statement annexed hereto as **Annexure 'I'**, is presently determined on the basis of the net usable floor area thereof, excluding the areas covered by external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee/s or verandah area (if any) and exclusive open terrace area appurtenant to the Apartment for exclusive use of the Allottee/s (if any), but includes the area covered by internal partition walls of the Apartment (hereinafter referred to as "**Carpet Area (RERA)**") and is as per RERA. Apart from the Carpet Area (RERA) of the Apartment, the Allottee/s shall have the right to use Exclusive Usable Area or EUA, which shall mean the floor area of the balcony (enclosed or open) and/or veranda and/or terrace and/or deck and/or elevation treatment and/or any other areas meant for the exclusive use of the Allottee/s. The aggregate of Carpet Area (RERA) and EUA shall be referred to as '**Total Area**'.
- 1.3 The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s, Parking Space/s as described in **Annexure I** and shown hatched in the parking layout plan annexed hereto as **Annexure 'I-2'** for the limited and restricted purpose of parking his/her/their/its two-wheeler or four-wheeler (light motor) vehicle, and for no other purpose whatsoever.
- 1.4 It is further clarified by the Promoter and agreed, declared and undertaken by the Allottee/s that the Allottee/s of the Project shall not be allowed/ permitted or authorized to use or enjoy the limited common area and amenities of Balance Project.
- 1.5 The Promoter shall construct the Project in accordance with the Plans as approved by the concerned authorities from time to time.
- 1.6 **Apartment Amenities, Limited Common Areas & Amenities and Common Areas & Amenities**
- 1.6.1 The Promoter shall install and/or provide the amenities, fixtures and fittings proposed to be provided in the Apartment as listed in the Statement annexed hereto and marked **Annexure 'K'** (hereinafter referred to as the "**Apartment Amenities**").
- 1.6.2 The Limited Common Areas & Amenities and Common Areas & Amenities shall be used and enjoyed by the allottees, purchasers and occupants from time to time of the residential apartments in the Project.
- 1.6.3 The Allottee/s has/have been informed and is/are aware that:
- 1.6.3.1 all natural materials that are to be installed in the Project and/or the Apartment, and/or Premises and/or that form a part of the Apartment Amenities, including, marble, granite, natural timber etc., contain veins and grains with tonality differences, and their non-conformity, natural discoloration, or tonal differences/variations at the time of installation will be unavoidable; and,
- 1.6.3.2 the warranties of equipment, machinery and various other amenities, infrastructure and facilities installed by the Promoter in the Project and/or the Apartment and/or Premises would have standard warranties provided by the manufacturer only, and accordingly any defect in any such amenities, infrastructure, facilities, equipment, appliances, electronic items, etc., and/or the installation thereof, shall be rectified solely in accordance with the warranties provided by the system / equipment installer/manufacturer, and it is agreed and acknowledged that, beyond manufacturer warranties, comprehensive/non-comprehensive

annual maintenance contracts shall be obtained by the Allottee/s and the other allottees in the Project, and/or Project Entity & Organization (defined hereinafter) and/or Federation (defined hereinafter), as the case may be; and,

- 1.6.3.3 the amenities, facilities, infrastructure, equipment, appliances, electronic items, etc., installed and forming a part of the Apartment Amenities or Common Areas & Amenities or Limited Common Areas & Amenities, shall be maintained, serviced and repaired by authorized third party manufacturers, suppliers, dealers or maintenance providers who alone shall be appointed and engaged for such maintenance, service and repair etc. and if the same are maintained, serviced and repaired, and/or tampered with, in any manner by any person other than the authorized third party manufacturers, suppliers, dealers or maintenance providers, then the warranties in respect thereof shall be rendered void.
- 1.7 The Allottee/s confirms that the Allottee/s has entered into this Agreement out of his own free will and without any coercion, and after reviewing and understanding the draft of this Agreement. The Allottee/s confirms that he is entering into this Agreement with full knowledge of his/her/their obligations and rights under this Agreement and the Applicable Law governing the same.

ARTICLE 2 - PURCHASE PRICE

- 2.1 (a) The Allottee/s agree/s and undertake/s to pay to the Promoter, the Purchase Price in installments, in accordance with the schedule of payment in the Statement annexed hereto and marked **Annexure 'J'**, and in terms of this Article (2), or within fifteen (15) Days from the date of a written demand being made by the Promoter, as directed by it. All payments shall be made by cheques, and/or pay orders, and/or demand drafts, drawn in favour of the Promoter, or if directed by the Promoter, in its discretion, by direct bank transfer/RTGS deposited by the Allottee/s in the Promoter's bank account, along with the applicable Taxes (defined hereinafter) thereon; subject to deduction of applicable tax deducted at source under the Income Tax Act, 1961 (hereinafter referred to as "**TDS**").
- (b) The Allottee/s has/have prior to the execution of this Agreement paid to the Promoter the earnest money/deposit as set out in **Annexure 'J'** hereto (hereinafter referred to as the "**Booking Amount**"). The Allottee/s further confirm/s that he/she/they/it has/have voluntarily and willingly paid the Booking Amount and other installments of the Purchase Price to the Promoter on or prior to the execution of this Agreement, as recorded in the Receipt annexed hereto and marked Annexure '**J-1**'.
- (c) The Allottee/s shall deliver to the Promoter, an original certificate evidencing payment of TDS, presently in Form 16B under the Income Tax Act, 1961 (hereinafter referred to as "**TDS Certificate**"), by the expiry of seven (7) Days from the date of each payment of TDS made by the Allottee/s. The Allottee/s shall be liable to deposit with the Promoter, an amount equivalent to the unpaid TDS (if any) along with Interest (defined hereinafter), on or before the Date of Offer of Possession (defined hereinafter). On the Allottee/s producing the TDS Certificate and the Promoter receiving the credit for the TDS the deposit amount shall be refunded after deducting Interest (defined hereinafter) therefrom for the period of delay in payment of TDS by the Allottee/s to the concerned authorities.
- 2.2 The Purchase Price shall be free of escalation, other than escalation/increases on account of escalation/increase in development charges payable to the concerned authorities and/or any other increase in charges which have or may be levied or imposed by any concerned authorities, from time to time. The Promoter shall consequently be entitled to an increase in the Purchase Price proportionate to the extent of such escalations/increases. Such additional Purchase Price shall be determined by the Promoter and shall be due and payable on or before the Date of Offer of Possession (defined hereinafter), or apportioned equally between the (unpaid) balance installments of the Purchase Price and payable along with the same. While raising a demand on the Allottee/s for an increase in the Purchase Price, the Promoter shall enclose the notification/order/rule/regulation published/issued providing for, or other evidence of, such escalation/increase in the Purchase Price.

2.3 Other Charges & Deposits:

- 2.3.1 The Allottee/s shall, in addition to the Purchase Price, be liable to bear, pay and discharge, no later than fifteen (15) Days from the Date of Offer of Possession (defined hereinafter), the following charges and deposits (hereinafter referred to as the “**Other Charges & Deposits**”), as under:

Sr. No.		Particulars
1.	(a)	Share Application Money in respect of the Project Entity & Organization (defined hereinafter)
	(b)	Federation Corpus Fund for Township
2.	(a)	Project Entity & Organization (defined hereinafter) and Federation (defined hereinafter) Formation charges
	(b)	Outgoings for one year in advance excluding property tax
	(c)	Ad hoc charges for Common Areas & Amenities
	(d)	Legal & Documentation charges
	(e)	Electric Meter Supply & Connection charges
	(f)	Gas Supply & Meter Connection charges
	(g)	Water Supply Connection charges
	(h)	Infrastructure development charges
	(i)	Charges for EMP (As per MOEF requirement)
	(j)	One year advance maintenance for Parking Space/s
3.	(a)	Interest Free Refundable Deposit for Interior Works

- 2.3.2 The amounts of the Other Charges & Deposits have been separately agreed by the Parties, recorded in writing, signed by the Allottee/s and shall form part of this Agreement, and the same are non-refundable, save and except the deposit for interior works (subject to applicable deduction, if any). The Other Charges & Deposits referred to in this Article 2.3.1, and/or elsewhere in this Agreement, along with subsequent incremental, if any, shall be determined by the Promoter, in its discretion, and/or calculated, and/or based on the Total Area of the Apartment, or fixed or lumpsum charge or on such other basis as the Promoter deems fit.

- 2.3.3 The Promoter shall be entitled to deploy/invest the corpus fund/s (less aggregate payments payable to the Promoter and/or the PMC (defined hereinafter), in fixed deposits and/or any other investment schemes for an appropriate period as may be determined by the Promoter in its discretion, and shall have the benefit of accretion and the credit of TDS in respect thereof, if and as applicable.

- 2.3.4 The Promoter shall maintain a separate account in its books in respect of the contribution/payments received under Sr. No. (1) of the Table contained in Article (2.3.1) above. The said amounts referred to in Sr. No. 1 (a) of the Table contained in Article (2.3.1) shall be retained by the Promoter until the formation of the Project Entity & Organization (defined hereinafter) and hand over of the Project in terms of this Agreement. The Promoter shall be liable to render account of such amounts only to the Project Entity & Organization (defined hereinafter) and not individually to any persons, including the Allottee/s, at any time. The corpus fund payments referred to in Sr. No. 1 (b) of the Table contained in Article (2.3.1) is hereinafter referred to as the “**Federation Corpus Fund**”. It is clarified that the Federation Corpus Fund shall not carry any interest and shall be retained by the Promoter until the formation and registration of the Federation (defined hereinafter) and shall be dealt with as provided in this Agreement. It is further clarified that the Promoter shall be liable to render account in respect of the Federation Corpus Fund to the Federation (defined hereinafter) only, and not individually to any persons, including the Allottee/s, at any time.

- 2.3.5 Commencing 15 (fifteen) days from the Date of Offer of Possession (defined hereinafter), (whether or not the Allottee/s has/have taken possession of the Apartment) or from the date, the Allottee/s take/s possession of the Apartment, whichever is earlier, the Allottee/s shall be liable to bear and pay and shall continue to bear and pay, in respect of the Apartment, his/her/their/its proportionate share (that is, based upon the Total Area of the Apartment and open/enclosed/utility balconies thereof), of the outgoings, maintenance

charges, comprising of general maintenance, data communication charges, property taxes, non-agricultural taxes, rates, taxes, cesses, assessments, insurance premium, parking charges, costs for running generator, costs charges and expenses of cleaning and lighting the passages, landings, staircases, costs of maintenance, management and upkeep of Common Areas & Amenities and Limited Common Areas & Amenities, and operation and maintenance and repairs of lifts, water pumps, utility charges, salaries of all staff including managers, security, sweepers, liftmen, gardeners and such other charges expenses necessary or incidental for maintenance and upkeep of the Project, and other charges and levies of like nature, payable in respect of the Project, and the Apartment, to all concerned authorities and/or any private bodies, the Project Management Consultant approved and/or appointed by the Promoter in respect of the Project as the case may be (hereinafter referred to as the “**PMC**”) security agencies, house-keeping agencies, and other persons. For the purpose of payment of maintenance charges, in common with other allottees/purchasers of the Project, the same shall be in proportion to the Total Area of the Apartment to the total of such Total Area of all the apartments in the Project.

2.3.6 Subject to what is stated in Article (2.3.7) herein below, the Promoter shall raise periodic bills upon the Allottee/s in respect of his/her/their/its share of the charges and outgoings mentioned in Article (2.3.5) hereinabove and the Allottee/s shall duly pay and discharge the same within seven (7) Days of the date of the bill/invoice in respect thereof.

2.3.7 If at any time prior to the handover of Project in terms of this Agreement:

the actual charges and expenses required to be made for the outgoings, maintenance and upkeep of the Common Areas & Amenities, and other facilities/areas to be maintained by the Project Entity & Organization (defined hereinafter), the same will be adjusted in the following manner: (a) against the Adhoc Charges for Common Areas and Amenities referred to in Sr. No. 2 (c) of the Table contained in Article (2.3.1) (hereinafter referred to as the “**Adhoc Charges**”), (b) if the Adhoc Charges are exhausted, then Promoter shall raise bills periodically to the allottees/purchasers of the Premises in Project, and for this purpose, the Allottee/s shall, no later than seven (7) Days from the date of bill/invoice raised by the Promoter, pay the dues to the Promoter. It is agreed and clarified by the Promoter that in the event the Project Entity & Organization (defined hereinafter) has taken over the management and control of the Common Areas and Amenities within the first 12 (twelve) months from the Date of Offer of Possession (defined hereinafter) the Promoter may transfer such balance amount of the Adhoc Charges, to the Project Entity & Organization (defined hereinafter).

2.3.8 At any time prior to the handover of maintenance of EMP to the Project Entity & Organization:

(a) the actual charges and expenses required to be made for the outgoings, maintenance and upkeep of the EMP, shall be made from the charges of EMP referred to in Sr. No. 2 (i) of the Table contained in Article (2.3.1) collected in respect of the above (hereinafter referred to as the “**Charges for EMP**”); (b) If the aforesaid amount is exhausted, then Promoter shall raise bills periodically to the allottees/purchasers of the Premises in the Project, and for this purpose, the Allottee/s shall, no later than seven (7) Days from the date of bill/invoice raised by the Promoter, pay the dues to the Promoter.

2.3.9 The Apex Body/Federation Corpus Fund shall, as stated aforesaid, be retained by the Promoter until the formation and registration of the Apex Body/Federation (defined hereinafter) and shall be utilized for the maintenance and upkeep of all proposed layout roads including internal roads together with any amenities, utilities, infrastructure and services, including footpaths, street lights, firefighting systems, and drainage and sewerage systems, to be comprised therein and/or related or associated thereto, as determined, and developed, by the Promoter, and/or the Promoter Affiliates (defined hereinafter), in its discretion, from time to time; none of which are comprised in, or form a part of, Project and/or the Sector B Land and/or Whole Project Land (hereinafter referred to as the “**External Infrastructure**”).

- 2.3.10 The Promoter shall be entitled, in its discretion, to appropriate and/or adjust monies held for one purpose and/or on one account, against any liabilities due and payable herein by the Allottee/s for any other purpose/s and/or on any other account.
- 2.3.11 The Promoter shall, in the interest of the Allottee/s, and Project take decisions regarding management and allocation of funds/monies, and the type, mode, quality of services to be provided, in respect of Project, and the management and administration thereof till the formation of the Project Entity and Organization.
- 2.3.12 The Allottee/s agree/s that until the formation and registration of the Project Entity & Organization (defined hereinafter) and execution of the Deed/s of Transfer/Conveyance in its favour as provided in Article (10), the Promoter, and/or any persons engaged by it, including the PMC shall maintain, manage and secure any or all of the phases of Project. During such time, the Allottee/s shall pay, and the Promoter and/or the PMC shall collect, all contributions towards maintenance charges, outgoings and other charges.

ARTICLE 3 - DEVELOPMENT: PROMOTER'S RIGHTS & ENTITLEMENTS

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

3.1 The Project

- 3.1.1 The Promoter may make minor additions or alterations as may be required by the Allottee/s, or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended by the Project Architect and/or Project Engineer and/or if required by concerned authorities and the same will be intimated (in writing) to the Allottee/s.
- 3.1.2 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by concerned authorities at the time of sanctioning the plans or thereafter and shall, before the Date of Offer of Possession (defined hereinafter) obtain from the TMC, the occupation certificate in respect of the Project, or any part/s thereof.

3.2 Sub Plot-B Land Potential

- 3.2.1 The Promoter contemplates development potential of approximately 3,90,000 square meters on Sub Plot B Land and that the Promoter shall exclusively own, hold and enjoy, the entire current, enhanced, future and estimated/projected/envisaged, FSI/ FAR, premium/ paid FSI, fungible FSI, incentive/ additional/ compensatory FSI, floating FSI, DR, TDR, and other development potential, benefits, potential, yield, and/or advantages, and/or as may be available on any account whatsoever, under any Applicable Law (defined hereinafter) or otherwise, howsoever, including by way of hand over and/or transfer, to any governmental authority/ies or other persons, of any or all of the reservations, amenity spaces, set-back areas or any other part/s of the Whole Project Land (hereinafter collectively referred to as "**Development Potential**"). The areas that shall or may be available, with or without payment of any premium / charges, to be utilised in (a) refuge areas, (b) common areas & amenities and (c) vehicle parking spaces, shall be in addition to Development Potential and are hereinafter referred to as "**Additional Areas**".
- 3.2.2 The Promoter shall utilize a portion of Development Potential approximately ____ square meters in the Sector B Land out of which ____ square meters shall be utilized in the Project, and that if any part/portion of the Development Potential that is not utilised in Project, for any reason whatsoever, then the Promoter shall utilize such balance/unutilized Development Potential in another project/part of the Balance Project and/or dispose of the same in any manner as the Promoter may deem fit.
- 3.2.3 The concerned authorities have set out, and may set out, any terms, conditions and restrictions which may apply to, and have to be complied with, by the Promoter, and/or the unit purchasers and allottees of Premises in Project.

- 3.2.4 The Promoter shall be entitled in its discretion as it deems fit to allocate and distribute all vehicle parking spaces in respect of Project, which include two-wheeler and four-wheeler (light) motor vehicle parking spaces, excluding bicycle parking spaces.
- 3.2.5 The Common Areas & Amenities mentioned in Part B of **Annexure 'D'** shall be completed and/or available on or before the date on which the full occupation certificate/s and all other Approvals in respect of the Sector B Project is/are received by the Promoter ("**Sector B Project Completion**").
- 3.2.6 The Promoter may in its absolute discretion, at any time, modify, reduce the number of habitable floors in all or any of the Towers in Project (including in the Balance Project) depending on the Approvals obtained from TMC and other concerned authorities by the Promoter.
- 3.2.7 Notwithstanding anything contained in this Agreement, amenities space provided by the Promoter does not include service offerings provided by third party vendors by utilizing the said space and the Promoter shall not be in any manner whatsoever responsible for such service offerings utilizing the said amenity space. Further, the costs and expenses of service offerings provided by third party vendors shall be solely borne by the Allottee/s and Allottee/s may have right of claim/s as per their service offerings only against such third party vendors and in no case, it shall devolve unto the Promoter in any manner whatsoever.

3.3 General

- 3.3.1 The Promoter solely and absolutely, is in the charge and control of the Whole Project, the entire development potential thereto, and has, and shall always have, the entire, exclusive overriding, and irrevocable interest and power, entitlement and authority to develop, over such period of time upto the projected/estimated date for the full completion of the Whole Project, being the date on which the full occupation certificate/s and all other Approvals in respect of the last building/wing of the last project/phase of the last sector of the Whole Project have been received by the Promoter from the concerned authorities hereinafter referred to as the "**Whole Project Completion**" and in such sequence or order (the same being dynamic in nature) all projects and phases upon the Whole Project Land, including by submitting any part/s or portions thereof, under any Applicable Law (defined hereinafter) including the proposed Development Control Regulations for the City of Thane, finalized by the government which are presently under consideration and reviewed by concerned authorities, (which envisages greater FSI and development potential and material and substantial changes to planning and construction norms) such as Unified DCR and by dealing with, distributing, apportioning, utilizing and transferring, the development potential, in such manner, to such extent, and at such intervals, as the Promoter deems fit, in its discretion, upon any part/s or portion/s of the Whole Project Land. The Allottee/s confirm/s and acknowledge/s that all the other projects including the balance projects to be developed in the sectors upon the Whole Project Land and/or the plans, layout plans, approvals etc. in respect thereof, being implemented, or to be implemented in future are not the subject matter of this Agreement and Allottee/s have no right or interest in respect thereof.
- 3.3.2 The Promoter shall, for betterment thereof and/or for quality control purposes and/or due to non-availability or short supply, any of the Apartment Amenities and/or Common Areas & Amenities and/or Limited Common Areas & Amenities and/or materials or items used, or comprised therein, may be altered, amended, or substituted, and/or materials or items of a similar nature materials or items may be provided herein.
- 3.3.3 Without prejudice to the generality of the foregoing provision, the Promoter may in its discretion, inter alia, be entitled to:
- (a) make any variations, alterations, amendments, or deletions, in respect of the layout and planning of Sector B Project including the Project and/or the Whole Project or any of the projects/phases thereof;
 - (b) club, amalgamate, or sub-divide any parts or portion of the Sector B Land and/or Sub Plot-B Land, into one layout, and/or separate, or combined layout/s, and/or in respect of any Balance Project, and to do, execute and perform all acts, deeds, matters and things in relation thereto;

- (c) direct, designate, hold and control all infrastructure facilities, including public space advertising and all promotional signage, hoarding, and all other nature of signage whatsoever, and designate and allocate any Premises, areas, and spaces, upon or in the Sector B Land to any persons, including third party service providers, and/or Promoter Affiliates (defined hereinafter), for the purpose of facilitating the provision and proper maintenance of utility services including without limitation, electricity, water and telecommunication related services;
- (d) allot and/or grant on lease or otherwise howsoever any areas or spaces in the Sector B Land, and/or Project to utility service providers including electrical, telecommunication, gas etc. service provider/ supplier or any concerned authorities; and
- (e) hand over and/or transfer any part/s or portion/s of the Sector B Land or the Whole Project Land, to any persons, parties, government, or statutory authorities, or bodies, with or without any development or construction thereon, in accordance with Applicable Law (defined hereinafter), and/or any Approvals, and/or develop any and all areas previously affected by the Reservations and/or as the case may be, and/or develop such further or additional reservations as may be imposed or applied, in the Promoter's discretion.

3.4 Allottee/s Confirmations

3.4.1 The Promoter proposes to develop the Project (by utilization of a portion of the Development Potential) in the manner more particularly provided in this Agreement and the Allottee/s has/have agreed to purchase the Apartment based on the unfettered and vested rights of the Promoter in this regard. Accordingly, the Allottee/s hereby confirm/s personally and as a prospective member/s of the applicable Project Entity & Organization (defined hereinafter), as follows, which are and shall always be the essence of this Agreement, that is:

- (a) all the matters, and the rights, powers, authorities, discretions, and entitlements of the Promoter, as recorded and contained in this Agreement including Article (3), and the Promoter's intent and desire in respect of the Sector B Land and the developments thereof; and,
- (b) the Allottee/s shall not object to, hinder, obstruct or interfere with the Promoter exercising its rights and powers herein or any grounds;
- (c) the Allottee/s is/are aware that the Promoter has in the like manner allocated/ shall be allocating other vehicle parking spaces to other allottees of the apartments/units in the Project and undertakes not to raise any objection in that regard and the rights of the Allottee/s to raise any such objection shall be deemed to have been waived;
- (d) the Allottee/s hereby further warrants and confirms that the Allottee/s shall, upon formation of the Project Entity & Organization (defined hereinafter) and/or execution of conveyance, as contemplated herein this Agreement, cause such Project Entity & Organization (defined hereinafter) to confirm and ratify and shall not permit the Project Entity & Organization (defined hereinafter) to alter or change the allocation of vehicle parking spaces in the manner allocated by the Promoter to the various allottees (including the Allottee/s herein) of the apartments/units in the Project;

3.4.2 Certain internal road/s and the drive ways, as designated and earmarked by the Promoter and/or the concerned authorities in Sector B Land, shall also serve as a means of access for any of the concerned authorities together with the allottees/purchasers/occupants of the Whole Project and together with any other persons as may be determined by the Promoter, in common with the allottees/purchasers/occupants of the Project. The Allottee/s and/or the Project Entity & Organization (defined hereinafter) and/or Federation shall not raise any disputes, differences or objections in this regard, and/or hinder, restrict, obstruct, or interfere with such access.

3.4.3 Further, the management, repair and maintenance of such Common Areas & Amenities shall be maintained by the Federation (defined hereinafter) as and when the same is handed over to it by the Promoter. The Allottee/s shall not raise any disputes, differences or objections in this regard, and/or hinder, restrict, obstruct, or interfere with such access and/or repair/maintenance/management thereof by Federation (defined hereinafter).

ARTICLE 4 - TAXES

- 4.1 All Taxes, shall be borne, paid and discharged by the Allottee/s, as and when the same are required to be paid and/or as and when demanded by the Promoter and the Promoter shall not have any liability or obligation in respect thereof.
- 4.2 The Allottee/s shall pay all Taxes (defined hereinafter) as and when they are levied, charged, become due and payable, upon the Purchase Price, Interest (defined hereinafter), Liquidated Damages (defined hereinafter), Other Reimbursements / Amounts Payable On Termination (defined hereinafter), Other Charges & Deposits, transfer charges, premiums, penalties together with all other amounts, charges, deposits, damages, liabilities, contributions including fund contributions and corpus, etc., as referred to herein, and agreed to be paid and/or required to be paid by the Allottee/s herein in relation to, and/or in pursuance of this Agreement.
- 4.3 If any Taxes (defined hereinafter), whether retrospective, or prospective, in nature, arise hereafter, including after the Date of Offer of Possession (defined hereinafter), the Allottee/s shall be solely liable to pay or reimburse (as directed by the Promoter in its discretion) such Taxes including any interest and/or penalties and/or other amounts, charges and costs, if any, in respect thereof within fifteen (15) Days from the date of written demand made on the Allottee/s by the Promoter.
- 4.4 Wherever the term “**Taxes**” appears in this Agreement, the same shall mean all present, future, and enhanced taxes, imposts, dues, duties, impositions, fines, penalties, etc., by whatever name called, imposed/levied under any Applicable Law (defined hereinafter), and/or by concerned authorities, attributable to, and/or in relation to, and/or arising from, and/or imposed or levied upon, the agreement for allotment and sale herein, and/or the Apartment, and/or the Parking Space/s, and/or this Agreement, and/or upon the Purchase Price and/or any or all of the other Aggregate Payments (defined hereinafter), Other Reimbursements / Amounts Payable On Termination (defined hereinafter), and/or upon the Project Entity & Organization (defined hereinafter) to be formed and/or the Apex Body and/or the Federation (defined hereinafter) and/or in respect of the documents and writings to be executed in their favour, as contemplated herein, and/or otherwise; and includes service tax, Goods And Services Tax (GST), education tax/cess/charges, value added tax (VAT), local body tax, property rates and taxes and cesses, stamp duty and registration charges, and any other taxes, imposts, interest, impositions, levies, or charges, in relation thereto, that is/are imposed or levied by any concerned authority.

ARTICLE 5 – POSSESSION: DEFECT RECTIFICATION

- 5.1 Subject to and upon the provisions of this Article (5), the Promoter shall endeavor to offer possession of the Apartment, to the Allottee/s, on, or by, the Date of Offer of Possession. Wherever the term “Date of Offer of Possession” appears in this Agreement the same shall mean the date of a written communication to be addressed by the Promoter to the Allottee/s under which the Promoter shall offer possession of the Apartment in terms of this article, being more particularly mentioned in **Annexure ‘I’** hereto, and in no case, it shall be later than date of Project Completion subject to any extensions granted by the MahaRERA as per RERA, provided however that the agreed Date of Offer of Possession, as mentioned herein, shall be further extended due to non-compliance on the part of the Allottee/s including on account of any default on the part of the Allottee/s.
- 5.2 The Promoter shall address a communication (in writing) to the Allottee/s offering an inspection of the Apartment, on a specific date and time fixed by the Promoter. The Allottee/s shall thereupon undertake such inspection along with the Project Architect and/or Project Engineer (or their authorized representatives), and satisfy himself / herself / themselves / itself that the Apartment has been constructed as per the Approvals and the Apartment Amenities have been provided as per this Agreement. If, during the course of such inspection, the Allottee/s points out to the Project Architect and/or Project Engineer any defects or deficiencies in respect of the Apartment, the Project Architect

shall, if such objection/s raised by the Allottee/s is/are valid, enter the same, upon an inspection sheet which shall be signed by the Allottee/s and the Project Architect and/or Project Engineer. Thereupon the Promoter shall endeavor to rectify and remedy such defects or deficiencies as are solely entered upon the Inspection Sheet. If the Allottee/s fails to attend at the inspection he/she/they/it shall be deemed to have fully accepted the construction, state and condition of the Apartment.

- 5.3 The Allottee/s explicitly agree/s and confirm/s that until the Allottee/s is/are put in possession of the Apartment in terms of this Agreement, the Promoter shall have the unconditional and unfettered right to utilize the Apartment and other apartments in the Project for any purpose whatsoever on a temporary basis, including, but not limited to, the use of the same as sample apartment or show apartment, administration office for its staff or vendors, or for storage of records, goods, materials, etc., and/or any other type of use that the Promoter may deem fit in their sole and unfettered discretion. The Allottee/s further agree/s not to object in any manner whatsoever to the same, or claim / demand any compensation, reimbursement, costs, damages, charges, etc. from the Promoter for the aforesaid use of the Apartment.
- 5.4 The Allottee/s shall, no later than fifteen (15) Days from the Date of Offer of Possession, make payment of all the then balance/remaining Aggregate Payments (defined hereinafter) and complete all formalities in respect thereof, including: (a) executing a declaration-cum-undertaking in terms of a draft prepared by the Promoter, and (b) paying a security deposit (as determined by the Promoter) to the Promoter, which shall be refundable upon completion of the interior works of the Allottee/s in the Apartment and after adjustment of the actual cost of electricity, water, utilities, debris removal and other direct expenses that may be incurred by the Promoter. Without prejudice to the above, the Allottee/s shall take possession of the Apartment no later than fifteen (15) Days from the Date of Offer of Possession, failing which the Allottee/s shall be solely responsible/liable for all loss or damage that may be suffered by the Promoter on account thereof. It is hereby expressly agreed and clarified that the Promoter shall handover the possession of the Apartment to the Allottee/s only after the Allottee/s have made payment of the entire Aggregate Payments and the security deposit referred to hereinabove in this sub-clause as also the Taxes and only if the Allottee/s has/have observed, performed and complied with all the obligations of the Allottee/s under this Agreement. Wherever the term “**Aggregate Payments**” appears in this Agreement, the same shall mean all the Purchase Price, Interest (defined hereinafter), Liquidated Damages (defined hereinafter), Other Charges & Deposits, the Taxes, transfer charges, premiums, penalties together with all other amounts, charges, deposits, damages, liabilities, contributions including fund contributions and corpus, etc., as referred to herein, and agreed to be paid and/or required to be paid by the Allottee/s herein in relation to, and/or in pursuance of this Agreement.
- 5.5 If the Date of Offer of Possession has occurred and the Allottee/s has/have not complied with any of his/her/their/its obligations under this Agreement, including this Article (5), and/or the Allottee/s refuse/s to take possession of the Apartment, then the same shall be an Event of Default (defined hereinafter). Without prejudice to its other rights under this Agreement, the Promoter may, in its discretion, condone the delay, and/or default, by the Allottee/s on the condition that the Allottee/s shall, in addition to all its other liabilities and obligations herein, including payment of all Aggregate Payments, bear and pay to the Promoter separate/independent pre-estimated fixed charges, in addition to (and not in substitution of) interest, calculated at the rate of Rupees One Hundred only per square meter on Carpet Area (RERA) of the Apartment per month (hereinafter referred to as the “**Holding Charges**”) and other charges to upkeep the said Apartment after the expiry of two months from the Date of Offer of Possession or on such dates and at such intervals as the Promoter directs, till the Allottee/s is/are in full compliance of this Agreement, including this Article (5).
- 5.6 The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, then the increased amount shall be payable by Allottee/s to the Promoter alongwith the next due installment of the Purchaser Price or prior to taking

possession of the Apartment, whichever is earlier. It is clarified that the payments to be made by the Promoter/Allottee/s, as the case may be under this clause 5.6, shall be made at the same rate per square meter as agreed under Clause 2.1 (a) above. It is further clarified that in the event, if any amounts are payable by the Promoter to the Allottee/s due to reduction in carpet area as aforesaid, then the Promote shall either (i) refund the amount payable to the Allottee/s as aforesaid; or (ii) appropriate the same under any heads of the outstanding dues payable by the Allottee/s to the Promoter without requiring any prior consent from the Allottee/s.

- 5.7 After the Allottee/s is/are permitted to enter upon the Apartment, after the Date of Offer of Possession, the Allottee/s shall have and/or be deemed to have taken full, complete and detailed inspection thereof and approved the same in all respects and it shall be deemed to have been completed in all respects in accordance with the terms and conditions of this Agreement.
- 5.8 The Allottee/s: (i) shall on and after taking possession of the Apartment, pay refundable (interest free) security deposit as determined by the Promoter for and towards properly carrying out the interior works in the Apartment, (ii) ensure his/her/their/its interior works in the Apartment, and/or any debris, do not obstruct, and/or damage, the Common Areas & Amenities and/or Limited Common Areas & Amenities and/or prejudice, affect or hinder in any manner the efforts and actions of the Promoter to obtain the balance/remaining Approvals in respect of Project or Balance Project, and/or are not a nuisance or annoyance to any occupants of the Premises in the Project, and (iii) undertake/s not to cause any damage to the Apartment, the Project, and/or Balance Project or any part of thereof, and in the event any damage is caused, the Allottee/s agree/s that the Promoter shall be entitled to deduct such amount at its discretion such amount from the security deposit as mentioned in this Article (5.4) towards any such hindrance/damages caused while carrying out the interior works in the Apartment and refund balance if any from security deposit on completion of work and the Allottee/s further agree/s and undertake/s to reimburse the Promoter all costs related to the remediation and rectification thereof if any over and above the security deposit.
- 5.9 The Allottee/s also accept/s acknowledge/s that as on the Date of Offer of Possession, the construction works in the Apartment shall have been completed, but that there shall, or may, be project development and construction works ongoing at such time, including in respect of the Common Areas & Amenities and Balance Project including projects on Sector B Land and the Allottee/s in acceptance of the aforesaid herein, agrees and undertakes not to raise any objection/s in any manner whatsoever, regards the same.
- 5.10 Notwithstanding anything to the contrary in this Agreement the Promoter shall always be entitled, in its discretion to complete any part/portion or floor of the Project and apply for and obtain part occupation certificate/s thereof, whereby, on the Date of Offer of Possession, the Allottee/s shall be obliged, and undertake/s, to take possession of the Apartment for occupation on the basis of such occupation/part occupation certificate which relates to the Apartment. Thereafter, the Promoter shall, without any hindrance or objection by the Allottee/s, be entitled to carry out by itself or through its contractors or otherwise all remaining development and work in respect of the Project and/or Balance Project.
- 5.11 If, on, or prior to, the Date of Offer of Possession, there are any Aggregate Payments and/or Taxes that are due and payable by the Allottee/s, and/or there are any other obligations herein of the Allottee/s to be performed, the Allottee/s shall be entitled to the possession of the Apartment and the use of the Parking Space/s as aforesaid, only upon he/she/they/it having made all payment thereof to the Promoter and/or complied with such obligation.
- 5.12 The Promoter has notified the Allottee/s and the Allottee/s is/are aware that the Common Areas & Amenities are to be shared by all allottees and purchasers of apartments of Sector B Project and that the same will be completed on or before the Sector B Project Completion subject to Article 15.11.1(d), whereby the all the amenities and facilities comprised therein shall or may not be available for use or enjoyment till such time.
- 5.13 The Promoter shall endeavor to take all such steps and precautions necessary to achieve construction completion as contemplated herein. However, if on account of Article 15.11.1 (d) there is any delay or anticipated delay in the Date of Offer of Possession, then the Promoter shall not be responsible or

liable in any manner, and the same shall both automatically and forthwith stand extended for a period that is equivalent to the period that the Article 15.11.1 (d) continues and has continued and an additional period of ninety (90) days thereafter; for remobilization, in which case, the Date of Offer of Possession shall automatically stand revised to and substituted by the revised Date of Offer of Possession as communicated by the Promoter. The Allottee/s shall not object, raise any disputes, and/or protest, and/or hold the Promoter liable for the aforesaid delay and extension of time, and shall not be entitled to, and shall not, make, or raise, any claim, for any damages, compensation, reimbursement of expenses or any other payments.

- 5.14 If there is a delay and extension of the Date of Offer of Possession (including the period on account of any events including Article 15.11.1 (d) then, subject to the Allottee/s having paid all the amounts due and payable to the Promoter till such period under this Agreement, the sole remedy of the Allottee/s, on being notified (in writing) by the Promoter of the same with the revised Date of Offer of Possession, shall be to either: (i) continue with this Agreement, and accept the revised/extended Date of Offer of Possession as estimated and decided by the Promoter in its discretion, or (ii) to terminate this Agreement by giving a written notice to the Promoter; provided that the aforesaid right of termination shall be exercised by the Allottee/s by addressing and delivering to the Promoter the aforesaid written notice no later than fifteen (15) Days from being notified in writing by the Promoter, as aforesaid, of such delay, failing which the Allottee/s shall have deemed to have irrevocably opted and elected to continue with this Agreement, and shall be deemed to have waived his/her/their/its aforesaid option to terminate this Agreement, and shall be deemed to have accepted, all future revisions/extensions of the Date of Offer of Possession, from time to time, without any liability or obligation whatsoever on the part of the Promoter.
- 5.15 The Allottee/s agree and accept the following:-
- 5.15.1 If the Allottee/s has/have opted to terminate this Agreement, and has terminated the same in strict accordance with Article (5.14), then the Promoter shall refund to the Allottee/s the Purchase Price installments, received and realised by the Promoter together with Interest (defined hereinafter) from the date such payments were received and realized by the Promoter after deducting (i) Taxes (as defined under this Agreement) paid / payable; and together with (ii) Interest (defined hereinafter) on delayed payments, if any and (iii) the stamp duty and registration charges, on this Agreement and ancillary agreements in this regard. In a situation of termination other than by virtue of Article 15.11.1 (d), the Promoter shall additionally pay one-time fixed pre-estimated liquidated damages of Rupees One Hundred only per square meter of the Carpet Area (RERA) of the Apartment (which the Parties consider to be reasonable, and not as a penalty) but no other penalties, damages or liabilities.
- 5.15.2 Upon such termination, the Allottee/s shall be bound and liable to execute and register a Deed of Cancellation (in terms of a draft prepared by the Promoter) recording such termination and cancellation of this Agreement, however the date of the Allottee/s aforesaid notice of termination shall be deemed to be the date on which this Agreement has stood terminated and cancelled. The aforesaid amounts of refund, if any, by the Promoter to the Allottee/s shall become due and payable at the end of ninety (90) days from the execution and registration of the Deed of Cancellation by the Allottee/s.
- 5.15.3 The amount deducted as aforesaid towards the stamp duty, registration charges, fine, penalties, interest and other charges paid by the Promoter on this Agreement shall be refunded to the Allottee/s by the Promoter only on receipt of such refund from the concerned authority by the Promoter and the Allottee/s agree to the same.
- 5.15.4 Without prejudice to the provisions of Article 11.6 hereinafter, in the event the Allottee/s fails to co-operate or provide the original copy of this Agreement, then the Promoter shall have a right to levy a non-co-operation charge of an amount equivalent to 2% percentage of the Purchase Price and recover from the Allottee/s or adjust the same from the amount of refund as enunciated in this Article 5.15.
- 5.16 If within a period of five years from the date of handing over the Apartment to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the Apartment or the Towers in which the Apartment is situated or any defects on account of workmanship, quality or provision

of service (“**Construction Defect**”), then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee/s and/or any other allottees in the Project. The defect shall always exclude wear and tear, loss or damage due to Article 15.11.1 (d), minor changes/cracks on account of any variation in temperature/weather, misuse, unauthorized or non-permitted alterations, renovations or repairs and loss or damage caused by any act, omission, negligence, and/or failure to undertake proper and effective care and maintenance as a prudent person would. Construction Defects shall also always exclude (i) any defect or damage caused by any act, omission, negligence, and/or failure to undertake proper and effective care and maintenance as a prudent person would, and/or (ii) any defect or damage caused due to the act, omission, negligence of the Allottee/s or any other purchaser/allottees/occupants or his/her/their agents and/or (iii) structural defects caused or attributable to the Allottee/s including by carrying out structural or architectural changes from the original design attributes, demolition, dismantling, making openings, removing or re-sizing the original structural framework, putting excess or heavy load or using the Apartment other than for its intended purpose or such or any other reasons attributable to the Allottee/s.

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

ARTICLE 6 - RECREATIONAL FACILITIES IN THE PROJECT

- 6.1 The Common Areas & Amenities, as currently planned includes certain recreational facilities for the benefit of all allottees/purchasers of residential apartments in the Sector B Project. Subject to the Allottee/s complying with, observing and performing all the terms, conditions and provisions of this Agreement, including making payment of the Aggregate Payments, the Allottee/s will be entitled, subject to Article 15.11.1 (d), to access, use, and enjoy the recreational facilities, in respect of which the Allottee/s will be liable to comply with the terms and conditions, and make payment of the fees and charges as may be decided by the Promoter.
- 6.2 The Promoter has informed the Allottee/s of the following facts, matters and circumstances that shall pertain to the recreational facilities, which the Allottee/s has/have fully accepted, agreed and confirmed that is:
- 6.2.1 the recreational facilities shall be constructed and shall have the equipment, infrastructure, amenities and facilities as the Promoter deems fit, in its discretion;
- 6.2.2 the use, benefit and enjoyment of the recreational facilities shall be, inter alia, for various allottees, purchasers and occupiers of apartments in the Project (collectively, “**Users**”);
- 6.2.3 The management and operations of the recreational facilities shall, until handed over by the Promoter to the Federation (defined hereinafter) formed and constituted by the Promoter in respect of Sector B Project, shall be under the sole, exclusive and absolute control of the Promoter, and/or the PMC (if appointed by the Promoter), who shall be entitled to inter alia, frame, and implement, the aforesaid rules and regulations in respect thereof;
- 6.2.4 The entitlement to use the recreational facilities is and shall be personal to the Allottee/s, and is not transferable or assignable in any manner; provided that on the completion of any permitted sale and transfer of the Apartment by the Allottee/s, to any persons (“**Apartment Transferees**”), the Apartment Transferees shall solely be entitled to use and enjoy recreational facilities in the place and instead of the Allottee/s (who shall automatically and forthwith cease to be entitled to access, and enjoy the same), subject to Apartment Transferees making the necessary applications for membership and completing all formalities and payment of any

charges as may be required to be paid by them, at such time. Under no circumstances, shall the Allottee/s be entitled to use, enjoy or access the recreational facilities after he/she/they/it have sold and transferred the Apartment;

6.2.5 There may be recreational, social and other related events, performances, activities, parties, gatherings, etc. held in the recreational facilities during the day or night, by the Promoter, and/or the PMC, and/or Users. The Allottee/s, for himself / herself / themselves / itself and as a member of the applicable Project Entity & Organization (defined hereinafter), shall not be entitled to raise any disputes, differences, or objections in and/or hinder, restrict, obstruct or interfere with the same;

6.2.6 If, prior to the operations, administration, management, charge and control of the Common Areas & Amenities is handed over to the Federation (defined hereinafter), the actual charges and expenses required to be made for maintenance thereof, may exceed the amount so received collectively from all the aforesaid purchasers, allottees and occupants, then the Promoter, and/or the PMC, shall be entitled to call for and demand such additional amounts from all Users, and/or the Project Entity & Organization (defined hereinafter);

6.2.7 In addition to the charges and expenses referred to in Article (6.2.6), there would be charges including one-time, or per day, or per use, charges, in respect of any of the amenities, or facilities, or services available, and/or provided in and from the Common Areas & Amenities, as determined by the Promoter from time to time, and the person/s who avail/s of such amenities, or facilities, or services shall be entitled to use the same only upon payment thereof.

ARTICLE 7 - OTHER RIGHTS & POWERS OF THE PROMOTER

7.1 The Allottee/s hereby agrees and acknowledges that the Promoter shall, at all times, have the absolute, unconditional and unfettered right to sell, assign, transfer, securitize, utilize or deal with the Purchase Price and other amounts payable under this Agreement, including, but not limited to, Other Charges & Deposits, or any part/ portion thereof (whether or not the Promoter is in full receipt of the same as of a particular date), in the manner that the Promoter may, in its sole and absolute discretion, deem fit. The Allottee/s hereby further agrees and acknowledges that the Promoter may, from time to time, raise finance through any instrument, modes, avenues, options or markets available to the Promoter, whether in India or worldwide, as permissible under Applicable Law, which may include but not be limited to, procuring such financing from; any private or public institution; issuance of a security, bond, or any instrument, of any nature whatsoever, debt or equity, including redeemable or convertible (fully or partially or optionally) or non-convertible, in the primary / secondary market (whether through private placement or by way of a public offer); from any financial institutions, banks, funds and, or, any other vehicle, instrumentality, entity, body corporate or person, onshore or offshore, as the case may be. Accordingly, the Allottee/s hereby grants his irrevocable consent to the Promoter to sell, assign, transfer, securitize, utilize or deal with, in a manner suitable to the Promoter (without requiring specific consent from the Allottee/s), the Purchase Price and other amounts payable under this Agreement, including, but not limited to, Other Charges & Deposits, or any part/ portion thereof and any amounts received/ receivable by the Promoter hereunder, including without limitation, the right to directly receive from the Allottee/s such amounts pertaining to the Purchase Price and other amounts payable under this Agreement, including, but not limited to, Other Charges & Deposits, or any part/ portion thereof and, or, any amounts payable by the Allottee/s herein.

7.2 The Promoter also has availed of and/or may also avail of financial assistance, including any construction/corporate loans, infrastructure loans, from bank/s, financial institution/s, and/or person/s against security of any part/s of the Whole Project Land/ Sub Plot -B Land, including the Sector B Land, and/or in respect of all projects, including Project and/or the Balance Project and in sectors upon the Whole Project Land, or any parts thereof, or any receivables, which have been, or may be, mortgaged, or charged to such banks and/or financial institutions and/or other persons as security for repayment of the financial assistance taken from them. As part of any such arrangement by the Promoter, all or any of the responsibilities and/or obligations and rights of the Promoter under this Agreement may be transferred to any other person. The Promoter agrees that on or prior to the Date of Offer of Possession, the Promoter shall obtain a letter releasing mortgage or charge of such bank/s, and/or financial institution/s, and/or person/s, over the Apartment alone, enabling the Promoter to

complete the allotment and sale thereof to the Allottee/s, free of the same. The Promoter agrees that post the execution of this Agreement, any mortgage or charge shall not affect the right and interest of the Allottee/s under this Agreement.

- 7.3 The person/s in whose favor the Promoter has granted or created, or agreed to grant or create, any mortgage, charge or security interest in respect of any unsold apartments/units premises in Project may himself / herself / themselves / itself, or jointly with the Promoter, be admitted as and made members of any of the relevant Project Entity & Organization to be formed in respect of Project in which such unsold apartments/units are situated, without it, him, her or them or the Promoter being made subject or liable to any separate, special, new or additional condition/s and required to pay any separate, special, additional or extra amount or consideration whatsoever for the same (whether by way of transfer fees, charges, premium, donation or otherwise) and the Allottee/s shall not raise any objection.
- 7.4 The Promoter shall not be liable to bear or pay any contributions, deposits, expenses, transfer fees, non-occupancy charges, donations, premiums or any other amounts, charges or liabilities whatsoever to the entities & organizations to be formed in respect of the various projects in Sub Plot-B Land [including the Project Entity & Organization (defined hereinafter)], as the case may be, in respect of any unsold/un-allotted apartments/units/premises.
- 7.5 The Promoter shall be entitled, but not obliged to, join as a member of the Project Entity & Organization (defined hereinafter) in respect of unsold apartments/units/premises in the Project, if any. Post execution of the Deed/s of Transfer/Conveyance in favour of such Project Entity & Organization (defined hereinafter), the Promoter shall continue to be entitled to such unsold apartments/premises/units and to undertake the marketing, etc., in respect of such unsold apartments/premises/units.
- 7.6 The Promoter and/or Promoter Affiliates (defined hereinafter) shall be fully and freely entitled to install and provide temporary and permanent signage and hoardings (including neon, backlit and illuminated signage and hoardings) of whatsoever nature upon the Whole Project Land including Sector B Land including the Project and/or any part thereof till such time as the Deed/s of Transfer/Conveyance are executed and registered as provided in Article (10) and the same shall be lit at all times even after the Deed/s of Transfer/Conveyance are executed and registered in favour of the Project Entity & Organization (defined hereinafter) and the cost/charges for the same shall always be borne by the Project Entity & Organization (defined hereinafter). The Promoter and/or Promoter Affiliates (defined hereinafter) shall have full access to such hoardings, and signage, and to install its/their name/s and any other Promoter Intellectual Property (defined hereinafter) at one or more places or in or upon Sector B Land, Sub Plot A and B Land and/or at the entrances and exits thereof. The Promoter and Promoter Affiliates (defined hereinafter) shall always have full and free right of way and means and access to such place or places for the purpose of installing, maintaining and replacing such hoardings and signage.
- 7.7 The Promoter shall promote, manage and undertake all public events (including sales events etc.) held in or upon any Limited Common Areas & Amenities and/or Common Areas & Amenities and to apply the net revenues generated therefrom towards costs incurred by the Promoter in undertaking its diverse activities and/or obligations in relation to Project.

ARTICLE 8 - COVENANTS AND OBLIGATIONS OF ALLOTTEE/S

- 8.1 On and after the Date of Offer of Possession, the Allottee/s shall: (a) use the Apartment and permit the Apartment to be used only for residential purpose, and (b) use the Parking Space/s, and permit the same to be used, solely for parking the Allottee/s' own two wheeler/ four-wheeler (light motor) vehicle/s.
- 8.2 Subject to safety conditions, the Allottee/s will be entitled to visit and view the Project, after taking a prior appointment/approval from the Promoter.
- 8.3 The Allottee/s, with the intention to bind all persons in whosoever's hands the Apartment may come, hereby agree/s, confirm/s undertake/s and covenant/s with the Promoter as follows:

- 8.3.1 to maintain the Apartment at the Allottee/s' own costs and expenses in good and tenable repair, order and condition and to carry out all internal maintenance and repairs to the Apartment such that the same is in the same state and condition, as it was on the Date of Offer of Possession, and not to do or suffer or permit to be done anything therein, including attempting to undertake any changes or alterations thereto, and/or to any part of the Project, and/or any of the Common Areas & Amenities which are, or may be, contrary to the terms of this Agreement, and/or rules, regulations, or bye-laws, of the Promoter, and/or the PMC, and/or any concerned authorities, and/or the Project Entity & Organization in respect of the Project (as and when formed and registered by the Promoter) as the case may be;
- 8.3.2 to submit in writing to the Promoter the alteration if any to the Apartment desired by the Allottee/s seeking approval from the Promoter if technically feasible and only on being approved by the Promoter, to submit plans and specifications in respect of permissible alterations to the Apartment to the concerned authorities and on obtaining approvals therefrom to carry out such permissible alterations to the Apartment with prior written intimation to the Promoter;
- 8.3.3 If while carrying out the interior work, if there is any damage and/or any defect and/or leakage occurs into the adjoining apartments/ units and /or any other apartment/unit below or above the Apartment of Allottee/s herein, then the Allottee/s alone shall be responsible to rectify such defects at his / her / their own cost immediately after receiving communication from the Promoter. If the Allottee/s fail/s to rectify such damage and/or any defect and/or leakage within a period of 5 (five) days from the date of receiving such communication from the Promoter, the Promoter and/or the allottee/s in whose apartment/unit there is a damage and/or defect and/or leakage, shall be entitled to enter the Apartment and rectify the defect entirely at the costs of the Allottee/s herein.
- 8.3.4 to rectify and make good any unauthorized and/or unlawful alterations and/or damage thereto within seven (7) Days from the date of receipt of a written notice from the Promoter, and/or from any concerned authorities, in that regard;
- 8.3.5 to bear and pay all increases in the outgoings, Taxes, as well as all water charges, insurance premium and other levies, imposed on account of any change permitted (as provided herein) to be made in the user of the Apartment by the Allottee/s;
- 8.3.6 to observe, perform and comply with all other rules, regulations and bye-laws which the Promoter, and/or any concerned authorities may specify and those which the Project Entity & Organization (defined hereinafter), as the case may be, may adopt or frame at its/their inception, and any modification thereof, from time to time, including to keep the Disaster Management Plan functional throughout the occupation period, which plan shall have been developed by the Promoter, in compliance of the norms stipulated by the concerned authorities;
- 8.3.7 to contribute his/her/their/its share of expenses towards painting, repairs, waterproofing, refurbishment and structural audits and fire audits (including fire safety audits) of the Project and the Common Areas & Amenities, or at such intervals as may be stipulated by the Promoter and/or Project Entity & Organization (defined hereinafter);
- 8.3.8 not to let, sub-let, transfer, assign or part with any interest or benefit under this Agreement or part with the possession of the Apartment (if the Date of Offer of Possession has occurred and the Allottee/s has/have taken possession of the Apartment in terms and in accordance with this Agreement) until the Allottee/s has/have complied with all his/her/their/its obligations under this Agreement;
- 8.3.9 in case of non-availability and/or shortage of water and/or electricity supply from TMC/power providers and/or any other concerned authorities/provider the Promoter, or the Project Entity & Organization (defined hereinafter), as the case may be, shall endeavor to arrange the same either through tankers and/or back-up power and/or any other source, then in such case the Allottee/s shall contribute his/her/their/its share of expenses, it being

accepted and acknowledged that the availability of electricity and/or water to the Apartment are dependent upon the concerned supplier/provider thereof;

- 8.3.10 upon and after the Allottee/s is/are permitted by the Promoter to enter upon the Apartment as provided herein and until the Project Completion, as contemplated herein, the Promoter, and its agents, representatives and employees, with or without workmen and others, have and shall be entitled, at reasonable times, the right to enter into and upon the Apartment, Parking Space/s, the Project, Limited Common Area & Amenities and the Common Areas & Amenities, or any part thereof, to view and examine the state and condition thereof and/or for the purpose of undertaking any works as may be required therein and thereto in relation to Project;
- 8.3.11 not to store in the Apartment any goods, objects or materials which are or may be of hazardous, combustible or dangerous nature, or are or may be so heavy as to damage the construction or structure of the Project, or the storing of which goods, objects or materials is objected to or prohibited by the Promoter, and/or the PMC, and/or any concerned authorities;
- 8.3.12 the wet and dry garbage generated in and from the Apartment shall be separated by Allottee/s and the wet garbage generated shall be treated separately by the allottees/purchasers/occupants of Premises of Project;
- 8.3.13 upon and after the Allottee/s is/are permitted by the Promoter to enter upon the Apartment as provided herein and until the Project Completion subject to events as enunciated in Article 15.11.1 (d), as contemplated herein, the Promoter, and/or Promoter Affiliates, and/or any governmental authorities and their respective officers, agents, or representatives, including the PMC, the Project Architect, Project Engineer and any engineers, surveyors, contractors, agents and employees, with or without workmen and others, have and shall have at all reasonable times, the right to enter into and upon the Apartment, Parking Space/s, Project, Limited Common Areas & Amenities and the Common Areas & Amenities, or any part thereof, to view and examine the state and condition thereof and/or for the purpose of undertaking any works as may be required therein and thereto in relation to the Project;
- 8.3.14 to attain the concerned registration office for registering this Agreement in respect the said Apartment, as called upon by the Promoter within the stipulated time under the Registration Act.
- 8.3.15 to ensure to inform the Promoter forthwith if the Allottee/s receiving any notice from any concerned authorities, and/or any foreign state or government, and/or any authorities of any foreign state or government, under any laws, rules, or regulations;
- 8.3.16 to engage and/or involve in any money laundering and/or illegal activity/ies, and/or any proceedings that may declare the Allottee/s to be proclaimed offender/s and/or a warrant being issued against him/her/them/it under any laws, rules, or regulations;
- 8.3.17 not, without the prior written permission of the Promoter, and/or the PMC:
- (a) to carry out or undertake any painting, decoration, or other work, to the exterior of, or outside, the Apartment;
 - (b) to affix/install any sign, name or display boards, or any hoardings or neon lights in or outside the Project, Limited Common Areas & Amenities and/or the Common Areas & Amenities;
 - (c) to cover or enclose in any manner whatsoever, the Parking Space/s, and/or affix/install grills to the windows only as approved by the Promoter to maintain uniformity or grill/s or safety door/s to the main door/s of the Apartment;

- (d) to hang clothes, garments or any other thing from the windows or balcony/ies of, or appurtenant to, the Apartment;

8.3.18 not, under any circumstances to:

- (a) do, or permit, or suffer, to be done any act, deed, matter or thing which may render void or voidable any insurance of the Project, Limited Common Areas & Amenities and/or any of the Common Areas & Amenities, and to make payment of any additional or increased premiums in respect thereof, as may arise on account of any breach by the Allottee/s;
- (b) throw dirt, rubbish, rags, garbage or other refuse, or permit the same to be thrown from the Apartment, in the compound or any portion of the Project, Limited Common Areas & Amenities and/or the Common Areas & Amenities;
- (c) do, or perform, or cause/permit to be done or performed, any act, deed, matter or thing which may or is likely to cause nuisance, disturbance or annoyance to the allottees/purchasers or occupiers of any other premises in Project;
- (d) demand, or claim, any partition or division of the Allottee/s ultimate interest as provided herein, in the Project and/or Sector B Land, Limited Common Areas & Amenities and/or the Common Areas & Amenities, or any part thereof, it being expressly agreed, understood and confirmed by the Allottee/s that his/her/their/its interest therein will, if the allotment and sale herein is completed, be impartible, and will be held only through the Project Entity & Organization (defined hereinafter), formed by the Promoter in respect of the Project, of which he/she/they/it shall be admitted as a prospective member, in terms of Article (10).

8.4 The Allottee/s shall also abide by all rules and regulations, and take the requisite training of the measures/procedures, laid down by the Promoter and/or the Project Entity & Organization and/or Federation and/or the statutory authorities with respect to the safety (including with respect to the natural gas safety) of the Project/the Apartment to be followed in case of any emergency. Furthermore, the Allottee/s and the other allottees of the Project shall ensure that the Project Entity & Organization (defined hereinafter) provide all requisite training to its staff/employee(s)/worker(s) that is to be followed with respect to the safety measures/procedures(including with respect to natural gas safety) in case of any emergency.

8.5 Open terraces, open balcony / balconies, and/or other open areas, if any, forming part of and attached/appurtenant to any of the Premises in Project are intended for and shall be exclusively used and occupied by the respective purchasers/allottees of the concerned Premises who shall never be entitled to enclose the same without the prior permission in writing of the Promoter and concerned authorities, and in case such permissions are granted by the Promoter, and the concerned authorities, the concerned purchasers/allottees of such Premises in Project shall observe, perform and comply with all the terms and conditions as may be stipulated in respect thereof and also for the consequences arising from any breach or violation thereof. The Allottee/s agree/s not to put any claim in respect of the restricted amenities, including open spaces, any space available for hoardings, gardens attached to any of the Premises or terraces, and the same are retained by the Promoter as restricted amenities. The Allottee/s is aware that certain parts of the Project shall be allocated for exclusive use of certain allottees. The price of such Premises has been determined taking this into consideration and the Allottee/s waives his/her/its right to raise any dispute in this regard.

8.6 If the Allottee/s enters into any loan/financing arrangement with any bank/financial institution, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement, in the same manner detailed herein, and the same will not absolve the Allottee/s of his/her/their/its responsibilities under this Agreement.

8.7 (a) All costs, expenses, fees, charges and taxes in connection with the Allottee/s procuring and availing of the said loan, the mortgage of the Apartment, servicing and repayment of the said loan, and any default with respect to the said loan and the mortgage of the Apartment, shall be solely

and exclusively borne and incurred by the Allottee/s. The Promoter shall never have any liability or obligation (monetary or otherwise) with respect to such loan or mortgage.

(b) The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter in any manner, and shall be subject to, and shall acknowledge, the right and entitlement of the Promoter to receive the balance Purchase Price and the other amounts payable by the Allottee/s under this Agreement.

(c) In the event of any enforcement of security/mortgage by any bank/financial institution, the Promoter shall extend necessary assistance/support as may be required under applicable law, without prejudice to its rights, remedies and interests.

(d) Notwithstanding anything to the contrary herein, the Allottee/s hereby agree/s and undertake/s that the Promoter shall always have first lien and charge over the Apartment in respect of, and to secure, the payments due and payable by the Allottee/s to the Promoter under this Agreement, and accordingly, without prejudice, the Allottee/s irrevocable obligation and liability to make payment thereof, any mortgage, charge, security interest, etc., created over, and/or in respect of the Apartment shall always be subject to the Promoter's aforesaid first lien and charge, and subject to all the Promoter's rights, powers and entitlements under this Agreement.

- 8.8 If the Allottee/s is/are non-resident Indian citizen, or a foreign national/citizen (whether or not the Allottee/s is/are a Person of Indian Origin (PIO) and/or an Overseas Citizen of India (OCI), then it shall be his/her/their sole obligation and liability to comply with the provisions of all applicable laws, including Foreign Exchange Management Act, 1999, Reserve Bank of India rules and regulations, exchange control regulations and all other applicable/necessary requirements, rules, regulations, guidelines etc. of the concerned authority, from time to time, including those pertaining to remittance of payment for acquisition of immovable properties in India. Refunds (if any) to Non-Resident Indians (NRI) and foreign citizens of Indian origin shall be made in Indian Rupees.
- 8.9 The Project shall always be known by the name 'Sector B – Tower A and B' and the complex shall always be known as 'Sector B Project', which name shall not be changed without the prior written permission of the Promoter, and the same shall, at all times, be binding upon the Allottee/s and all allottees/purchasers of Premises in the Project.
- 8.10 All terms, conditions, covenants, stipulations and provisions contained in any agreement/s, undertakings or writings given, or to be given, to concerned authorities, and in respect of Approvals, and/or special rights and privileges and building agreement/s made or executed, or to be made or executed in respect of any other Premises in Project and Sub Plot-B Land, shall be binding upon the Allottee/s and all allottees/purchasers/occupants of the Premises in the Towers.
- 8.11 The Allottee/s has/have gone through the representations made by the Promoter on the MAHARERA website as required by RERA and shall keep himself/ herself/themselves/itself updated with all the matters relating to Project, that the Promoter uploads from time to time.
- 8.12 The Allottee/s is/are aware and acknowledges that, the plot area admeasuring 13,790 square meters mentioned on the official portal of Maharashtra Real Estate Regulatory Authority, Mumbai (MahaRERA) is mentioned solely for the purpose of registration of the Project as a "real estate project" under RERA and will not form part of the transfer and conveyance contemplated under Article (10) of this Agreement. The Allottee/s further acknowledges that the transfer and conveyance of the Sector B Land/ including the Project Land (admeasuring about 2087.28 square meters)/Project shall always be in terms with of Article (10) of this Agreement.
- 8.13 The Allottee/s is/are aware and acknowledges that the vehicle parking spaces in Project may be allocated and distributed by the Promoter in its discretion as it deems fit in favour of the various allottees of the Premises in the Project on such terms and conditions as may be determined by the Promoter.
- 8.14 The Allottee/s is/are aware, and agree/s and accept/s, that fire service fees and annual fees in respect of the Project are payable to the concerned governmental authority/ies as per provisions of Maharashtra Fire Prevention & Life Safety Measures Act, 2006, and/or any other authority and all such fees shall be payable by the Allottee/s, and all allottees, purchasers and occupants of the

Premises in the Project, including the Project Entity & Organization, without any liability on the part of the Promoter.

ARTICLE 9 - REPRESENTATIONS OF THE PROMOTER

Subject to the disclosures made herein by the Promoter, and what is stated in the certificates of title recited hereinabove, the Promoter hereby represents and undertakes as follows:

- 9.1 the Promoter is seized and possessed of or otherwise well and sufficiently entitled (including to develop) the Sub Plot- B Land;
- 9.2 the Promoter shall apply for necessary Approvals from time to time in respect of the Project and/or Balance Project;
- 9.3 the Promoter has not entered into any agreement for sale or any other agreement/arrangement with any person or party with respect to the Apartment; and,
- 9.4 the Promoter is entitled to enter into this Agreement, for agreeing to allot and sell the Apartment in the manner contemplated herein.

ARTICLE 10 – PROJECT COMPLETION; ENTITIES & ORGANISATIONS; FEDERATION; TRANSFER

The Promoter, in its discretion, and subject to Article 15.11.1 (d), intends as follows:

- 10.1 The Promoter estimates the date of Project Completion mentioned in Annexure ‘I’ hereto, subject to events as set out in Article 15.11.1 (d) hereinafter.
- 10.2 Within three months from sale of more than fifty-one percent of the units/premises in the Project, the Promoter shall initiate the process of applying for the formation of a co-operative society under the Maharashtra Co-operative Societies Act 1960, and/or any other entity, organization, association, or body, referred to in, or permitted under, RERA (hereinafter referred to as the “**Project Entity & Organization**”), to comprise, inter alia, the Allottee/s and other allottees/purchasers/ occupants of Premises in Project. Presently it is contemplated that the Project Entity & Organization to be formed and registered in respect of the Project shall be a co-operative society.
- 10.3 The Promoter shall (subject to the Promoter’s right to dispose of remaining apartments, if any) convey and transfer the habitable floors of the Project which includes the Limited Common Areas & Amenities by and under Deed/s of Transfer/Conveyance to the Project Entity & Organization, under Applicable Law within three months from the receipt of the full occupation certificate of the Project, by the Promoter.
- 10.4 Upon the satisfaction of the same conditions as stated in Article (10.2), in respect of each of the Balance Project, the respective entities and organisations in respect of each of the Balance Project will be formed and constituted, as may be determined by the Promoter. The structure of the habitable floors of the Balance Project along with the limited common areas and amenities related thereto will be conveyed to such entities and organisations respectively, subject to such terms as may be determined by the Promoter.
- 10.5 The allottees/purchasers are hereby informed and agree and consent that there will be only one Project Entity & Organization for the Project. The nature, type and constitution, of the Project Entity & Organization, and its rights, powers, and authorities shall be determined by the Promoter. The Project Entity & Organization shall hold title as aforesaid, subject to parking allocations/reservations in respect of Project, and the rights of the respective allottees/purchasers of Premises in the Project to use and enjoy such vehicle parking spaces, as amenities attached to their respective Premises. Further, the Promoter will hand over all the sanctions, Approvals, Plans, etc., as may be required to the respective Project Entity & Organization.
- 10.6 The Project Entity & Organization shall own and hold the Project, for the benefit of all its respective members. All costs, charges, expenses, liabilities, taxes and maintenance charges, and capital and revenue expenditure related to, and arising from, the Limited Common Areas & Amenities and shall

be proportionately borne, paid and discharged by the Project Entity & Organization formed and constituted in respect of the Project, based upon the aggregate Total Area of all the Premises of the Project.

10.7 (a) Within three (3) months from receipt of occupation certificate of the last completed building of the Sector B Land, the Promoter shall initiate the process of applying to concerned authorities for formation of federation, being a corporate body, or association, or organization, or other entity, as may be formed and constituted by the Promoter, at its discretion, under any Applicable Law (defined hereinafter), having as its members and constituents: (a) the entities formed in respect of the sectors to be developed and completed upon the Sector B Land, as the case may be, in a phased manner, over a period of time, (b) the Promoter, as the Promoter deems fit in its discretion (hereinafter referred to as the “**Federation**”).

(b) The allottees/purchasers of Premises in the Project and the Project Entity & Organization undertake and confirm to be a part of the Federation as and when the Federation is formed in respect of Sector B Land as the case may be. The Promoter shall (subject to the Promoter’s right to dispose of remaining apartments, if any) convey and transfer the Sector B Land which includes the Common Areas & Amenities by and under Deed/s of Transfer/Conveyance to the Federation, under Applicable Law within three months from the receipt of the occupation certificate of the last building of Sector B Land, by the Promoter.

10.8 The Promoter shall on or prior to execution and registration of the Deed/s of Transfer/Conveyance in favour of the:

10.8.1 Federation formed in respect of the Sector B Land, make full, true and requisite disclosure of the nature of its title to the Sector B Land as well as encumbrances thereon, if any, including any right title, interest or claim of any person/s in, to or upon the same, under the aforesaid Deed/s of Transfer/Conveyance; and

10.8.2 Allottee/s agree/s and confirm/s, personally and as prospective member/s of the Federation, that he/she/they/it, is/are not entitled to and shall never raise any objection or dispute and/or claim any compensation, if the area of the Sector B Land, that is proposed to be transferred as provided in this article, shall be at variance with, or may be less than, the area contemplated, or referred to herein, including by virtue of any reservations, encroachments, spaces for sub-station (by electricity supply company), if any, and/or the reservations and building for hand over and transferred to and/or acquisition of any portion of the Sector B Land by the governmental authorities, during the course of developments of the Whole Project Land, or for any other reason whatsoever.

10.9 The Promoter shall form an apex body comprising of all the entities formed in respect of the sectors to be developed and completed upon the Whole Project Land, as the case may be, in a phased manner, over a period of time, with each such sector having a project, or multiple projects as determined by the Promoter in its discretion, and/or the Promoter, and/or any other persons or parties, including the holders and/or lessees, from time to time, of parts or portions of the Whole Project Land, and/or the owners and/or holders, from time to time, of any buildings or structures developed thereon as projects; as the Promoter deems fit in its discretion (hereinafter referred to as the “**Apex Body**”).

(c) The allottees/purchasers of Premises in the Project and the Project Entity & Organization undertake and confirm to be a part of the Apex Body as and when the Apex Body is formed in respect of Whole Project Land.

10.10 Without prejudice to the generality of the foregoing provisions, the Allottee/s has/have agreed and accepted:

(a) that the Sector B Land, shall never be sub-divided from the Sub Plot-B Land; and,

(b) that the development of Sector B Land contemplates the utilization of part/portion of the Development Potential of the Sub Plot-B Land, which may not be proportionate to the development potential attributable to and arising out of the Sector B Land and also the Additional Areas are and shall be over and above the development potential of the Sector

B Land. The Allottee/s, for himself / herself / themselves / itself, and as a prospective member of the Project Entity & Organization, shall not be entitled to raise any claim or dispute in respect thereof.

- 10.11 All the documents, writings, Deed/s of Transfer/Conveyance etc., to be executed in the conveyance/s and transfer/s, as referred in this Article (10), and all other documents and writings to be executed in relation thereto and/or in pursuance thereof, including bye-laws, rules and regulations of the Project Entity & Organization formed in respect of the Project and the Apex Body/Federation, and all writings, forms, applications, etc. in relation to the proposed formation and registration thereof, shall all be prepared and approved by the Advocates and Solicitors appointed by the Promoter, and the same shall contain such terms, conditions, covenants, stipulations and provisions, including those contained in this Agreement including reserving the rights, powers, authorities and benefits of the Promoter, as the Promoter deems fit.
- 10.12 The Project Entity & Organisation, entities and organisations in respect of each of the Balance Project and the Apex Body/Federation, to be formed and constituted in respect of the Whole Project Land and Sub Plot-B Land as the case may be, shall be known by such names as the Promoter may decide, which names shall not be changed by the Allottee/s, and/or any other purchasers and/or the Project Entity & Organization, entities and organisations in respect of each of the Balance Project, and/or the Apex Body/Federation without the prior written consent of the Promoter;
- 10.13 The Allottee/s shall co-operate with the Promoter and shall sign and execute application forms, papers, declarations, documents and other writings for registration of the Project Entity & Organization to be formed and constituted in respect of the Project and do all necessary acts and deeds, so as to enable the Promoter to respectively register the same.
- 10.14 Unless and until the Allottee/s is/are in full compliance of the terms and conditions of this Agreement including the payment of the Aggregate Payments to the Promoter, the Project Entity & Organization shall not issue and deliver a share certificate to the Allottee/s.
- 10.15 All, without limitation, costs, charges and expenses in respect of the formation and registration of (i) Project Entity & Organization, in respect of the Project, shall be borne and paid by all the allottees, purchasers, transferees and occupants of all the Premises in the Project, (ii) entities & organizations in respect of the Balance Project shall be borne and paid by all the allottees, purchasers, transferees and occupants of all the premises in the Balance Project, and (iii) the Apex Body/Federation shall be borne and paid by the Project Entity & Organization and all other sector entities formed by the Promoter in respect of Whole Project and Sub Plot-B Land as the case may be as set out hereinabove; and the Promoter shall not be liable to bear or pay the same or contribute towards the same, at all. If any delay or default is made in the payment or reimbursement of such costs, charges, or expenses, for any reason whatsoever, the Promoter shall never be held responsible or liable for any delay in the formation and registration of the Project Entity & Organization, and/or entities & organizations referred above, and/or the Apex Body/Federation.
- 10.16 For the purpose of clarification, all the clauses as mentioned in Article 10 are subject to Article 15.11.1 (d).

ARTICLE 11 – TERMINATION

- 11.1 The Allottee/s agree and confirm that, without prejudice to all the rights, powers, authorities, discretions, entitlements and remedies of the Promoter under this Agreement, and Applicable Law (defined hereinafter), the Promoter shall be entitled, in its discretion, to terminate and cancel this Agreement in the circumstances set out in Article (11.2) herein below.
- 11.2 If due to Applicable Law (defined hereinafter), and/or any action of concerned authorities, and/or any legal action, circumstances, or reasons, and/or any Article 15.11.1 (d), the Promoter, in its discretion, is of the opinion that Project or any part thereof, including construction of the Project and/or the Common Areas & Amenities, shall or may be suspended, or stopped, for twelve (12) consecutive months, or more, or any part of Project has, in fact, been stopped or suspended for the aforesaid period of twelve (12) consecutive months, then the Promoter shall be entitled, in the Promoter's discretion, to terminate and cancel this Agreement by delivering a written notice of

termination to the Allottee/s. On the delivery of such notice to the Allottee/s, this Agreement and any writings as may have been executed in pursuance hereof, shall ipso facto automatically and forthwith stand cancelled and terminated, without any further act, deed, matter or thing having to be done, executed, or performed, by the Parties. Within the time specified hereinafter after such termination, the Promoter shall refund the Purchase Price installments received and realized by the Promoter, together with Interest (defined hereinafter) thereon from the date such payments were received and realized by the Promoter up to the date of termination of this Agreement or the date of refund as referred to in the Deed of Cancellation mentioned herein below, together with an agreed one-time fixed pre-estimated liquidated damages amount of Rupees One Hundred Only per square meter Carpet Area (RERA) of the Apartment (which Parties consider to be reasonable, and not as a penalty), after deducting (i) all costs, charges and expenses incurred by the Promoter for provision/installation in the Apartment of any extra or premium fixtures, fittings, etc., in place of or in addition to the standard fixtures, fittings, etc. to be provided therein, as may have been required by the Allottee/s; together with, (ii) all costs, charges and expenses incurred by the Promoter for the white goods, commodity/ies, gift/s, service/s or facility/ies, if provided free of cost, or at a concessional rate/price, as and by way of promotional activity or otherwise, to the Allottee/s; together with, (iii) Taxes (as defined under this Agreement) paid / payable; and together with, (iv) all charges / fees (by whatsoever name called), if any paid / required to be paid by the Promoter to banks or financial institutions or any other financiers, including any charges that may be paid / required to be paid by the Promoter under subvention scheme and/or any other scheme. The aforesaid refundable amount with Interest (defined hereinafter) thereon, and pre-estimated liquidated damages, shall become due and payable at the end of ninety (90) days from the date of appropriate execution and registration of Deed of Cancellation (in terms of a draft prepared by the Promoter) recording the termination and cancellation of this Agreement and any related and incidental documents and writings, if called upon by the Promoter to do so and shall be refunded / paid by the Promoter to the Allottee/s (or at the sole option of the Promoter to the bank / financial institution / financier from whom the Allottee/s has/have availed of a housing loan) from the date of execution and registration of a Deed of Cancellation (in terms of a draft prepared by the Promoter). It is agreed and clarified that other than the aforesaid refund amount with Interest thereon and pre-estimated liquidated damages as mentioned in this Article, to be paid, the Promoter shall not be liable to make payment of any further or other amount, damages, compensation amounts, or liabilities to the Allottee/s. It is further agreed and clarified that in the event the Promoter does not call upon the Allottee/s to execute and register the aforesaid Deed of Cancellation, then the aforesaid refundable amount with Interest thereon, and pre-estimated liquidated damages, as mentioned in this Article, shall become due and payable at the end of ninety (90) days from the date of appropriate execution/registration of any related documents and writings, if called upon by the Promoter to do so for recording the termination of this Agreement and shall be refunded / paid by the Promoter within thirty (30) Days therefrom. The amount deducted as aforesaid towards the stamp duty and registration charges paid by the Promoter on this Agreement shall be refunded to the Allottee/s by the Promoter only on receipt of such refund from the concerned authority by the Promoter and the Allottee/s agree to the same.

- 11.3 The Allottee/s agree and confirm herein that if the Allottee/s desires to terminate this Agreement for no default on part of the Promoter, then the Promoter shall be entitled to deduct from the Purchase Price received and realized by the Promoter till then; (i) Taxes (as defined under this Agreement) paid / payable; and together with (ii) Interest (defined hereinafter) on delayed payments, if any; (iii) the stamp duty and registration charge, if paid on this Agreement by the Promoter and (iv) the Other Reimbursements / Amounts Payable including Liquidated Damages (as stated hereinafter in Article 11.4 hereinafter) and refund the balance if any after such deductions and the Promoter shall not be liable/obligated to pay any liquidated damages and/or any damages whatsoever to the Allottee/s, on such termination. Upon such termination, the Allottee/s shall be bound and liable to execute and register a Deed of Cancellation (in terms of a draft prepared by the Promoter) recording such termination and cancellation of this Agreement, however the date of the Allottee/s aforesaid notice of termination shall be deemed to be the date on which this Agreement has stood terminated and cancelled. The aforesaid amounts of refund as stated herein this Article by the Promoter to the Allottee/s shall become due and payable at the end of ninety (90) days from the execution and registration, whichever is later, of the Deed of Cancellation by the Allottee/s.
- 11.4 If the Allottee/s commits an Event of Default (defined hereinafter), the Promoter shall be fully and freely entitled, in its discretion, and without prejudice to all its rights and remedies herein, and under

Applicable Law (defined hereinafter), to deliver to the Allottee/s a notice of fifteen (15) days in writing of its intention to terminate and cancel this Agreement, and if the Allottee/s fails, refuses and/or neglects to remedy or rectify such Event of Default, to the satisfaction of the Promoter, by the expiry of the aforesaid notice period of fifteen (15) days, then this Agreement and any writings that may have been executed in pursuance hereof shall ipso facto automatically and forthwith stand cancelled and terminated without any further act, deed, matter or thing being required to be done, executed and performed, by the Parties. On and after such termination, pre-estimated liquidated damages equivalent to ten per-cent of the Purchase Price (which the Parties have considered, and mutually agreed, to be reasonable and not being a penalty) shall be payable by the Allottee/s to the Promoter, and accordingly shall be deducted and appropriated by the Promoter from and out of the Purchase Price paid by the Allottee/s (hereinafter referred to as the “**Liquidated Damages**”) together with the other reimbursements / amounts payable by the Allottee/s to the Promoter, on the termination of this Agreement, which comprise of (i) Interest (defined hereinafter) on delayed payments, if any; together with (ii) the brokerage/commission paid to estate agent/s in relation to the allotment of the Apartment; together with, (iii) all costs, charges and expenses incurred by the Promoter for provision/installation in the Apartment of any extra or premium fixtures, fittings, etc., in place of or in addition to the standard fixtures, fittings, etc. to be provided therein, as may have been required by the Allottee/s; together with, (iv) all costs, charges and expenses incurred by the Promoter for the white good/s, commodity/ies, gift/s, service/s or facility/ies, if provided free of cost, or at a concessional rate/price, as and by way of promotional activity or otherwise, to the Allottee/s; together with, (v) Taxes (as defined under this Agreement) paid / payable; and together with, (vi) all charges / fees / Pre EMIs / interest (by whatsoever name called), if any paid / required to be paid by the Promoter to banks or financial institutions or any other financiers, including any charges that may be paid / incurred/required to be paid by the Promoter under subvention scheme and/or any other scheme, and together with (vii) the stamp duty and the registration fees paid by the Promoter in respect of this Agreement (hereinafter collectively referred to as the “**Other Reimbursements / Amounts Payable On Termination**”). In view thereof, the Liquidated Damages and the Other Reimbursements / Amounts Payable On Termination shall be deducted and appropriated by the Promoter from and out of the Purchase Price paid by the Allottee/s, and received and realized by the Promoter, and the net balance thereof, if any, shall be paid to the Allottee/s (or at the sole option of the Promoter to the bank / financial institution / financier from whom the Allottee/s has/have availed of a housing loan), by the Promoter. The aforesaid amounts, if any payable by the Promoter, shall become due and payable at the end of thirty (30) days from the execution and registration by the Parties hereto of the Deed of Cancellation (in terms of a draft prepared by the Promoter) recording the termination and cancellation of this Agreement and any related and incidental documents and writings, if so required by the Promoter in its sole discretion. It is agreed and clarified that if any part of the Liquidated Damages and the Other Reimbursements / Amounts Payable On Termination is not recoverable from the Purchase Price paid by the Allottee/s, the same shall be paid by Allottee/s to the Promoter within fifteen (15) Days from the aforesaid cancellation and termination along with Interest thereon till receipt of the aforesaid amount (including the accrued Interest) by the Promoter. It is further agreed and clarified that other than the aforesaid amount to be refunded, the Promoter shall not be liable to bear, refund, pay and discharge to the Allottee/s any amounts, charges, liabilities, compensation or damages whatsoever.

11.5 Wherever the term “Event of Default” appears in this Agreement, the same includes the occurrence of all or any of the following events:

- a) Without prejudice to the right of promoter to charge interest, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement.
- b) Provided that, Promoter shall give notice of fifteen days in writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee/s and mail at the e-mail address provided by the Allottee/s, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fails to rectify the breach or breaches mentioned by the

Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this agreement

- c) Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee/s to the Promoter.

11.6 It is agreed and confirmed by the Allottee/s that upon the termination and cancellation of this Agreement, under any of the terms, conditions and provisions of the Agreement, including under Article (5) or Article (11), the following shall forthwith apply and bind the Allottee/s, that is:

11.6.1 the Allottee/s shall cease to have any right, title, interest, claim, or demand in or to the Apartment and the Parking Space/s, under this Agreement and any related and incidental documents and writings, and the Promoter shall be fully and freely entitled to allot and sell, deal with and/or otherwise alienate the same, as the Promoter deems fit, in its discretion;

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

11.7 It is irrevocably agreed and confirmed by the Allottee/s that in the event the Allottee/s fails, refuses and/or neglects to come forward to sign/execute the Deed of Cancellation as referred to in Articles (5.15), (11.2) or (11.3) of this Agreement, and admit execution thereof before the concerned Sub-Registrar of Assurances, within a period of fifteen (15) days from the date the Promoter has called upon the Allottee/s to do so, then in such an event the Promoter shall be entitled to proceed, and shall have the absolute and irrevocable right and authority, to sign and execute the Deed of Cancellation and all related and/or incidental deeds, documents and writings in respect thereof (hereinafter collectively referred to as the “**Cancellation Documents**”) as an authorized constituted attorney of the Allottee/s, for and on behalf of the Allottee/s, and get the same, or such of them as may be required, registered with the concerned Sub-Registrar of Assurances, and to do, execute and perform all acts, deeds, things and matters related and/or incidental thereto, for and on behalf of the Allottee/s, and for the said purposes, the Allottee/s hereby irrevocably nominates, constitutes, appoints, empowers and authorizes the Promoter, acting through any of its directors or authorized representatives, from time to time, to be the constituted attorney of the Allottee/s, and in the name, and for and on behalf, of the Allottee/s, to do, execute and perform the following acts, deeds, things and matters, that is to say:-

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

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

11.7.3 in case the Promoter has made payment of the stamp duty in respect of this Agreement, to apply for and obtain from the concerned governmental authority/ies, including those under the Maharashtra Stamp Act, 1958, refund of the stamp duty paid in respect of this Agreement.

11.7.4 to give and provide proper receipts and discharges for such refund to the concerned governmental authority/ies;

11.7.5 for the purposes aforesaid, to do, execute and perform all necessary acts, deeds, things and matters, including to sign, execute, affirm, submit and file all necessary correspondence,

applications, forms, affidavits, declarations, undertakings, indemnities, authorizations, and other documents and writings.

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

11.8 (a) It is agreed and confirmed by the Allottee/s that if the Promoter has made payment of the stamp duty in respect of this Agreement the Promoter shall be fully entitled and at liberty to apply for and obtain refund of such stamp duty from the concerned governmental authority/ies, including those under the Maharashtra Stamp Act, 1958 and further that till the receipt of such refund of the stamp duty from the concerned governmental authority/ies, the Promoter shall be fully entitled and at liberty to deduct the amount of stamp duty paid on this Agreement by the Promoter, alongwith the amounts to be deducted on termination opted by the Allottee/s irrespective of whether due to default or no default on part of the Promoter, and the Promoter shall be liable to refund the same to the Allottee/s only after receipt of the same from the concerned governmental authority/ies.

(b) The Allottee/s agree/s to sign, execute and affirm all applications, forms, correspondence, affidavits, declarations, indemnities, undertakings, authorizations and other documents and writings, and do and perform all other acts and deeds, as may be required by the Promoter and/or the concerned governmental authority/ies, to enable the Promoter to apply for and obtain refund of the stamp duty as herein mentioned.

11.9 The Parties further confirm that any delay or default in such execution/ registration shall not prejudice the cancellation, the Promoter right to forfeit and refund the balance to the Allottee/s and the Promoter right to sell/transfer the Apartment including but not limited to Parking Space(s) to any third party. For the sake of clarity, the interest and/or taxes paid on the Total Consideration shall not be refunded upon such cancellation / termination. Further, upon such cancellation, the Allottee/s shall not have any right, title and/or interest in the Apartment and/or the Project, Sector B Land, Phase and/or the Common Layout Land and the Allottee/s waives his/her/their/its right to claim and/or dispute against the Promoter in any manner whatsoever. The Purchaser/s acknowledges and confirms that the provisions of this clause shall survive termination of this Agreement for Sale.

11.10 The Allottee/s further agrees and undertakes that on occurrence of such event of termination, the Allottee/s agrees and undertakes to return all documents (in original) with regards to this transaction to the Promoter. On termination, the Allottee/s agree(s) and acknowledge(s) that the Allottee/s shall not have any right, title and/or interest in the Apartment and/or Parking Space(s) and/or the Project, Balance Project and/or the Common Layout Land and the Allottee/s waives his/her/their/its right to claim and/or dispute against the Promoter in any manner whatsoever. Further, on termination, the Promoter shall be entitled to deal with the aforementioned Apartment at its sole discretion.

11.11 Notwithstanding, the above, in the event the Allottee/s fails to execute and/or admit registration of the Cancellation Documents in the manner aforesaid, then, upon issuance of the termination notice by the Promoter, this Agreement shall ipso facto stand terminated/cancelled for all intents and purposes in case the Allottee/s fails to rectify the default within the aforesaid period of 30 (thirty) days, without any further recourse against the Promoter in any manner whatsoever.

ARTICLE 12 - INSURANCE

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

ARTICLE 13 – INDEMNITY

- 13.1 The Allottee/s hereby agree/s and undertake/s to indemnify and keep indemnified and saved harmless, at all times, the Indemnified Parties (defined hereinafter), and their estates and effects, against all loss or damage, and/or any suits, actions, proceedings or notices that they, or any of them, may sustain and suffer, and all costs, charges and expenses, that they, or any of them, may incur by reason, or as a result of: (a) any failure, breach, default, non-observance, non-performance, or non-compliance, by the Allottee/s of any of the terms, conditions and provisions of this Agreement, and/or (b) any accident or injury caused to, or suffered by, the Allottee/s, or his/her/their/its family members, guests, servants, agents, representative/s, and any person/s residing in, or occupying, or entering upon, Sector B Land, including any persons visiting the Allottee/s or his/her/their/its family, guests or visitors or staff, and all persons claiming through or under them or any of them.
- 13.2 Wherever the term “**Indemnified Parties**” appears in this Agreement, the same shall mean the Promoter, Promoter Affiliates (defined hereinafter) and the PMC, and their respective directors, partners, shareholders, constituents, representatives, officers, employees, servants, agents, and all persons claiming under them, and their respective successors and assigns.

ARTICLE 14 - NO LIABILITY

- 14.1 Neither the Promoter, nor any Promoter Affiliates (defined hereinafter), nor the PMC, nor any of their respective directors, officers, employees, agents, or contractors, shall be liable to the Allottee/s, and/or any persons claiming through or under the Allottee/s, or otherwise, for and/or in respect of:
- 14.1.1 any harm, injury, loss or damage to any person/s, or property caused by, or through, or in any way associated with, a failure, malfunction, explosion or suspension of electricity, telephone, gas, water, drainage, or sewerage, supply or connections to Project or any part thereof, and whether or not the same is caused by any Article 15.11.1 (d) or otherwise howsoever;
 - 14.1.2 any harm, injury, loss, damage, or inconvenience suffered by, and/or caused to, any person/s, or property, due to, or related to, or caused by, or in the course of the use, or entry into the Apartment, and/or the access to any part of Project; and,
 - 14.1.3 for the security, safekeeping and insurance, of Project, or any part thereof, and of any person/s therein, and/or of the contents and possessions thereof.

ARTICLE 15 - GENERAL PROVISIONS

15.1 Interest

- 15.1.1 Without prejudice to all the Promoter’s rights and remedies herein, and under Applicable Law (defined hereinafter), the Allottee/s shall be liable to pay, to the Promoter, Interest on all outstanding, overdue, and/or unpaid, Aggregate Payments calculated from the due date for payment thereof till payment in full (with accrued Interest). In addition to the Allottee/s’s liability to pay Interest as aforesaid, the Allottee/s shall also be liable to pay and reimburse to the Promoter, all costs, charges, expenses and damages whatsoever, which may be incurred, borne, suffered, or paid, by the Promoter, including in relation to any suits, actions, proceedings, or notices filed, instituted or issued by or against it, for the purpose of enforcing any of its claims, rights and/or benefits under this Agreement and/or for enforcing obligations, payments of and recovering from the Allottee/s such outstanding amounts, charges and liabilities, including Interest as aforesaid under this Agreement.
- 15.1.2 Wherever the term “*Interest*” appears in this Agreement, the same shall mean interest payable by Allottee/s to the Promoter or by the Promoter to the Allottee/s, as the case may be, at the rate of two percent above the highest State Bank of India Marginal Cost of Lending Rate as prevalent at the time of payout; provided in case the State Bank of India Marginal Cost of Lending Rate is not in use then interest shall be replaced by such

benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.

15.2 Allottee/s Obligation of Confidentiality

- 15.2.1. The Parties hereto agree that all the information, documents etc. exchanged to date and which may be exchanged including the contents of this Agreement and any documents executed in pursuance thereof (“**Confidential Information**”) is confidential and proprietary and shall not be disclosed, reproduced, copied, disclosed to any third party without the prior written consent of the other Party. The confidentiality obligations under this Clause shall survive even after handing over of the Unit and is legally binding on the Parties and shall always be in full force and effect.
- 15.2.2. Either Party shall not make any public announcement regarding this Agreement without prior consent of the other Party.
- 15.2.3. Nothing contained hereinabove shall apply to any disclosure of Confidential Information if:
 - 15.2.3.1. such disclosure is required by Applicable Law or requested by any statutory or regulatory or judicial/quasi-judicial Authority or recognized self-regulating organization or other recognized investment exchange having jurisdiction over the Parties; or
 - 15.2.3.2. such disclosure is required in connection with any litigation; or
 - 15.2.3.3. such information has entered the public domain other than by a breach of the Agreement.

15.3 Intellectual Property

- 15.3.1 The Allottee/s acknowledge/s that all Intellectual Property (defined hereinafter) is and shall always be exclusively owned and held by the Promoter alone and that the Allottee/s shall never have any right, title, interest or licence in respect thereof;
- 15.3.2 The Allottee/s shall not reproduce/replicate/publish or use in any manner howsoever, whether for commercial purposes, personal reasons, or otherwise, any Intellectual Property (defined hereinafter), and/or any Plans, Approvals, Informative Materials and/or any such materials which may be created or intended/proposed to be created or marketed by the Promoter, and disclosed to the Allottee/s, prior to, or during the subsistence of, the Agreement;
- 15.3.3 The Allottee/s shall immediately bring to the notice of the Promoter any improper or wrongful use or any unauthorised replication/reproduction of Intellectual Property (defined hereinafter), by any persons or parties, which has come to its/their knowledge;
- 15.3.4 Wherever the term “*Intellectual Property*” is used in this Agreement, the same means the wordmark “*Kalpataru*” and/or ‘*Sector B*’ any combination of words in which such name and word mark is used and any word, name, device, symbol, logos, corporate names, insignia, emblems, work marks, slogan, design, brand, service mark, service names, trade name, trade dress, patents, circuit layouts, business and domain names, copyrights, other distinctive feature or any combination of the aforesaid, whether registered or unregistered, and used in connection with the businesses and activities of the Promoter and/or in respect of the Sector B Land including Whole Project Land and/or the developments and projects to be undertaken thereon from time to time (with all amendments, upgrades, additions or improvements thereto), and product configuration, industrial design, or trade secret law or any other laws with respect to designs, formulas, algorithms, procedures, methods, techniques, ideas, know-how, programs, subroutines, tools, inventions, creations, improvements, works of authorship, other similar materials and all recordings, graphs, designs, drawings, reports, analyses, other writings and any other embodiment of the foregoing, in any form whether or not specifically listed herein, which may subsist in any part of the world, for the full term of such rights, including any extension to the terms of such right.

15.4 Notices

15.4.1 All notices, intimations, demands, correspondence and other communications to be served on the Allottee/s or the Promoter, as the case may be, under, and/or in pursuance of this Agreement, shall be deemed to have been duly, effectively and sufficiently delivered, if dispatched to the Allottee/s or the Promoter by Registered Post A.D., or by hand delivery, to the postal address, and/or by e-mail, at the e-mail address of the Allottee/s and the Promoter, respectively, as recorded in the Statement annexed hereto and marked **Annexure 'I'**

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

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

15.5 Amendment

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

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

15.6 Promoter's Rights Cumulative

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

15.7 Severability

If any provision of this Agreement shall be determined to be void or unenforceable under RERA, or under other Applicable Law, such provisions of this Agreement, shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to RERA or Applicable Law (defined hereinafter), 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.

15.8 Entire Agreement

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

15.9 Registration

15.9.1 The Promoter and the Allottee/s shall, as required under RERA, immediately after the execution of this Agreement but in any event, not later than four (4) months from the date hereof, at the Allottee/s' own costs, expenses and initiation, present and lodge this Agreement for registration with the Office of the Sub-Registrar/Joint Sub-Registrar of Assurances concerned, and admit execution of the same.

15.9.2 The Allottee/s has been informed, and is aware, that this Agreement is to be executed and registered with the Office of the Sub-Registrar/Joint Sub-Registrar of Assurances concerned, upon making payment of 10% of the Purchase Price and failure of the same may result in action by the concerned Authorities. In view thereof, the Allottee/s agrees and accepts that he/she/it/they shall be solely liable and responsible for all the costs, charges and consequences that the Promoter may incur or suffer on account of the failure of the Allottee/s to execute, and register with the Office of the Sub-Registrar/Joint Sub-Registrar of Assurances concerned, this Agreement, for any reason whatsoever, and the Promoter shall not be liable or responsible for the non-registration of this Agreement and for the consequences arising therefrom, nor shall the Promoter be liable to pay any penalty for their late attendance to complete the registration formalities. The Allottee/s agrees and confirms that if the Allottee/s fail and/or delay in registering this Agreement as called upon by the Promoter, then the Promoter shall be entitled to recover any penalty for Allottee's late attendance to complete the registration formalities and the same shall be deemed to be an Event of Default of the Allottee/s under this Agreement and the Allottee/s shall be liable for consequences arising therefrom.

15.10 Informative Materials; Show Apartment

15.10.1 The Allottee/s is/are fully and completely informed and is/are aware that all advertisements, publicity, or promotions, of whatsoever nature in respect of the Whole Project, including the Project or Balance Project, in any media, including print, and/or electronic, and/or digital media, and includes writings, brochures, leaflets, pamphlets, plans/plan booklet, handouts, presentations, advertisements, oral or written representations, made and/or published, and/or generated by, or on behalf of, the Promoter, and any other such information or materials as may be made, or published by, or on behalf of the Promoter; and includes publicity reports and includes the show/sample apartment/units with fixtures, fittings, finishes and amenities etc. provided therein, and/or all matters related or incidental thereto (hereinafter collectively referred to as the “**Informative Materials**”), have been, and always will be, merely for the sake of convenience, and subject to change at the discretion of the Promoter from time to time, whereby the terms, conditions, and provisions of this Agreement shall solely and exclusively apply and control.

15.10.2 The show/sample apartment including all finishes, furniture, items, electronic goods, amenities etc. therein, if any, are only for representational purposes for depicting lifestyle and illustrating a possible option of the design and layout of the apartment/unit. All internal dimensions in the apartment/unit as depicted in the Informative Materials are computed on the basis of unfinished wall/column surfaces. The Promoter is not liable or obligated to provide the Apartment as per show/sample apartment/unit with finishes, furniture, items, electronic goods, amenities etc. therein.

15.11 Definitions & Interpretation

15.11.1 Wherever the following terms are used in this Agreement, the same shall have the meanings respectively assigned to them below:

- (a) “*Agreement*” means this Agreement and includes all recitals and schedules herein and all annexures hereto, and also includes any modification hereof reduced to writing and executed by the duly authorised representative/s of the Promoter and by the Allottee/s; which writing shall be expressed to be supplemental to, or as a modification or amendment of, this Agreement.
- (b) “*Applicable Law*” includes all laws, rules, regulations, development control rules and regulations including the orders, judgments, decrees, ordinances, guidelines, notices, notifications, schemes, government Resolutions (GRs) and directions, the

Approvals, and the terms and conditions thereof, as may be issued, or imposed, or required, or mandated, in any manner by any concerned authority, or courts of law, or judicial or quasi-judicial bodies or authorities, and as are, or may be, in force from time to time, and/or applicable to the Whole Project, and/or Project and/or Project Land, and/or Sector B Land, or any part/s thereof; all being of the Republic of India.

- (c) “Day” means a working day, in the State of Maharashtra, as notified by the State Government of Maharashtra from time to time.
- (d) “Force Majeure” includes any war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature which affects the regular development of the Project, Sector B Project, and/or the development thereof.
- (e) “Promoter Affiliates” means any company/ies, entity/ies, concern/s or person/s who/which is/are nominee/s of, and/or group, holding, or affiliate, or subsidiary company/ies, entity/ies, or concern/s, of the Promoter, and/or associated, or affiliated, with the Promoter by contract, or otherwise.

15.11.2 In this Agreement:

- (a). unless the subject or context otherwise requires, reference to the word “include”, “includes” or “including” shall be construed as without limitation;
- (b). reference to the terms “herein”, “hereto”, “hereof”, or “thereof”, and any other similar terms refer to this Agreement and not to the particular provision in which the term is used, unless the subject or context otherwise requires;
- (c). bold typeface, headings and titles are used for convenience of reference only and shall not affect the construction of this Agreement, and/or limit, extend, or define any of the terms, conditions and provisions hereof;
- (d). wherever the Allottee/s has/have confirmed, and/or accepted, and/or acknowledged, and/or agreed to, and/or given any undertaking in respect of, any act, deed, matter, thing, item, action, or term or provision of this Agreement, the same means, and shall be deemed to mean, the irrevocable and unconditional confirmation, acceptance, acknowledgement, agreement, undertaking, declaration, representation and warranty on the part of the Allottee/s, in respect of, and/or in relation, to such act, deed, matter, thing, item, action, or provision;
- (e). wherever reference is made to the “discretion of the Promoter”, or “Promoter’s discretion”, and any grammatical variations thereof, the same means, and shall be deemed to mean, the sole, absolute and unfettered discretion of the Promoter, which irrevocably binds the Allottee/s and all other concerned persons, and which shall not be called into question, and/or challenged, and/or disputed in any manner, on any grounds whatsoever, by the Allottee/s and all concerned persons;
- (f). wherever reference is made to the “entitlement” of the Promoter, and/or the Promoter being “entitled”, and any grammatical variations thereof, the same means, and shall be deemed to mean, the full complete, absolute, exclusive and unfettered entitlement and liberty of the Promoter in its sole discretion, over, and/or in relation, to the act, deed, matter, or thing in question;
- (g). time is of the essence in respect of the performance by the Allottee/s of all his/her/their/its obligations, including financial obligations. If any time period specified herein is extended in writing by the Promoter in its discretion, such extended time period shall also be of the essence;
- (h). references to recitals, articles, clauses, schedules and annexures shall be reference to the recitals, articles, clauses, schedules and annexures contained in, or annexed to, this Agreement, as the case may be;

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

15.12 Costs

15.12.1 Unless agreed and specified by the Parties all costs, charges, fine, fees, penalties, interest and expenses, (excluding stamp duty and registration charges), all out-of-pocket charges, expenses, payable upon and in respect of this Agreement and all related documents and writings related and/or incidental to this Agreement, shall be borne and paid solely by the Allottee/s. The stamp duty and registration charges in respect of this Agreement shall be payable by the Promoter.

15.12.2 All costs, charges and expenses, stamp duty, registration charges, Taxes etc., arising, and/or fees payable to the Promoter's Advocates & Solicitors, etc arising and/or payable, in respect of all deeds, documents, instruments and writings incidental or related to this Agreement, and/or to be executed in pursuance hereof, that is: (i) transfer and conveyance of structure of the Project to the Project Entity & Organisation, (ii) transfers and conveyance of structures of the Balance Project to the respective entities and organisations formed in respect thereof, (iii) the transfer and conveyance of the balance/remaining development of Sector B Project including the Common Areas & Amenities and certain Limited Common Areas & Amenities (but excluding the building structures transferred and conveyed to the respective entities & organisations) to the Project Entity & Organisation and the transfer of the Whole Project Land to the Apex Body; and all other related and incidental deeds, documents and writings including all costs, charges and expenses for preparing and engrossing the same, professional fees or charges payable to the Promoter's Advocates & Solicitors and towards stamp duty and registration fees, shall: (a) in respect of the documents and writings referred to in (i) above be proportionately borne and paid by the Allottee/s and by all other allottees/purchasers of Premises in the Project and/or the Project Entity & Organisation in respect of the Project, (b) in respect of, documents and writings referred to in (ii) above be proportionately borne and paid by the allottees and purchasers of all premises and/or the entities & organisations formed in respect of the Balance Project, and (c) in respect of, documents and writings referred to in (iii) above by all entities & organisations to be formed and constituted in respect of the Sub Plot-B Organisation, in respect of (iv) above shall be payable by the Apex Body and/or its constituents. The Promoter shall not be liable to bear and pay any such liabilities, or contribute towards the same.

15.13 Successors and Assigns

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

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

15.14 Laws

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

15.15 Dispute Resolution

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

15.16 Jurisdiction

This Agreement shall be governed in all respects by Applicable Law and subject to the provisions of Article (15.15) (Dispute Resolution) and courts at Thane shall have exclusive jurisdiction.

15.17 Survival

This Article (15.17), Article (11) (Consequences of Termination), Article (15.2) (Allottee/s Obligation of Confidentiality), Article (15.4) (Notices), Article (15.16) (Jurisdiction) and Article (15.15) (Dispute Resolution), and all other rights and obligations of the Parties that are held after, and/or are required to be observed and performed upon and after the termination of this Agreement, shall survive the termination of this Agreement, and the Parties shall continue to respectively hold such rights, and be bound, liable and obliged to comply with their obligations in respect thereof.

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

THE FIRST SCHEDULE ABOVE REFERRED TO
(Description of the "Sub Plot -B Land")

All those pieces or parcels of non-agricultural land or ground admeasuring approximately 69,990 square meters or thereabouts as detailed hereunder:

Survey Nos., 19/1/B, 19/2, 19/3, 19/4, 19/5, 19/6(pt) , 19/7, 19/9, 19/10, 19/11, 19/12, 19/13/A, 19/13/B, 19/14, 19/15, 19/16/A, 19/16/B, 19/17 ,19/18, 19/19, 19/20/B, 19/21, 19/22, 19/24, 19/25/B, 19/26, 19/27/B, 19/28, 19/34/C, 19/35, 19/36, 19/39/B, 19/41/B, 19/46, 20/1, 20/2, 20/3, 80/2/C, 81, 82, 83/4/2/B, 83/7/B, 85/4, all of Village Balkum, in the City, Taluka and District of Thane and within the Registration District and Sub District of Thane, Maharashtra and is bounded as follows, that is to say:-.

Boundaries: -

NORTH: Adj. N. S. No 77 OF Village Balkum, Thane (west).

SOUTH: Adj. N. S. No – 12, Adj. N. S. No – 17, Adj. N. S. No – 18, Adj. N. S. No – 27, Adj. S. No 19/23 (Pt.) of Village Balkum Thane.

WEST: Amenity Space 1, Adj. N. S. No – 19/6 (Pt), 19/34/A, 19/40, 80/2a, 83/2B/1, 83/4/1A, 83/5, 83/6/A, 83/11/A, 85/2, 85/5 of Village Balkum Thane.

EAST: Adj. N. S. No – 18, Adj. N. S. No – 27, Adj. N. S. No 77, Adj. S. No 19/23(Pt.) 19/29(Pt.) of Village Balkum Thane.

THE SECOND SCHEDULE ABOVE REFERRED TO
(Description of the "Sector B Land")

All those pieces or parcels of non-agricultural land or ground admeasuring approximately 49,040 square meters or thereabouts as detailed hereunder:

New survey nos. 19/1/B, 19/2, 19/3, 19/4, 19/5, 19/6/3, 19/7, 19/9, 19/10, 19/11, 19/12, 19/13/A, 19/13/B, 19/14, 19/15, 19/16A, 19/16B, 19/17, 19/18, 19/19, 19/24, 19/46, 20/1, 20/1, 20/3, 83/4/2B, 83/7/B, 85/4 and 81 situated all at Village Balkum, in the City, Taluka and District of Thane and within the Registration District and Sub District of Thane, Maharashtra and shown delineated by a blue colored boundary line on the Revised Layout Plan annexed hereto at Annexure 'B1' and is bounded as follows, that is to say:-.

Boundaries: -

THE THIRD SCHEDULE ABOVE REFERRED TO
(Undivided Land Area for Project Registration)

All those pieces or parcels of undivided non-agricultural land or ground admeasuring approximately 13,790 square meters or thereabouts out of Sector B Land has been considered only for the purpose of registration of the Project with MahaRERA.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Description of the “Project Land”)

All those pieces or parcels of non-agricultural land or ground admeasuring approximately 2087.28 square meters or thereabouts out of Sector B Land and is bounded as follows, that is to say:-

Boundaries: -

THE FIFTH SCHEDULE ABOVE REFERED TO:

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

All that the proposed Apartment bearing no. [•], admeasuring approximately [•] square meters Carpet Area (RERA) that is, approximately [•] square feet Carpet Area (RERA), on [•] habitable floor in Tower [•], together with [•] vehicle Parking Space/s as an amenity attached to the Apartment, in Project known as “_____”.

Enclosed balcony/Utility area attached to the Apartment is approximately [•] square meters, that is, approximately [•] square feet;

Balcony (Open) area attached to the Apartment is approximately [•] square meters, that is, approximately [•] square feet;

Open terrace area attached to the Apartment is approximately [•] square meters, that is, approximately [•] square feet;

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

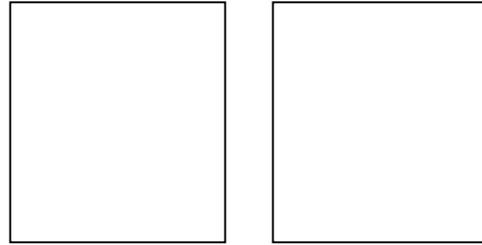
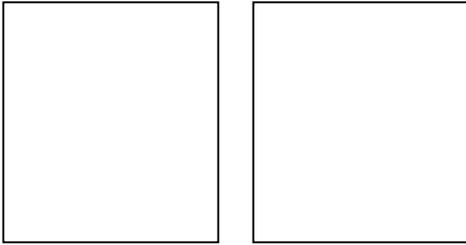
SIGNED by the within named Promoter **Agile Real Estate Private Limited**) For **Agile Real Estate Private Limited**
in the presence of)

)
)
) **Authorized Signatory / Constituted Attorney**

--	--

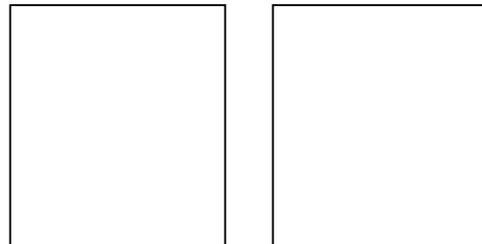
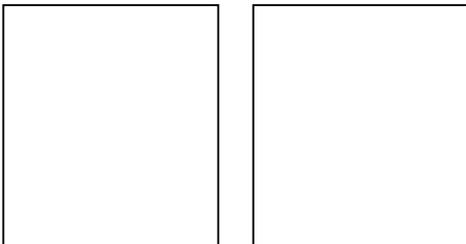
M. _____
Photograph/Left Thumb Impression

SIGNED by the within named **Allottee/s,**)
1. _____)
2. _____)
3. _____)
4. _____)
in the presence of)



Mr. _____
Photograph/Left Thumb Impression

Mr. _____
Photograph/Left Thumb Impression



Mr. _____
Photograph/Left Thumb Impression

Mr. _____
Photograph/Left Thumb Impression

Housiery.com

Annexure 'A'
(COMMON LAYOUT PLAN)

Annexure 'B'

(LIST OF DEEDS AND DOCUMENTS IN RESPECT OF THE WHOLE PROJECT LAND)

Housiey.com

Annexure 'B-1'

(REVISED LAY OUT PLAN OF SUB PLOT -B LAND)

Housiey.com

Annexure 'C'

(7/12 EXTRACTS OF SECTOR B- LAND)

Annexure 'D'

Part 'A'

Limited Common Areas & Amenities

A. Facilities/amenities provided/to be provided and/or common area of the Project:

TOWER A

Sr. No.	Type of facilities /amenities provided	Phase name /number (Wing No.)	Proposed date of occupancy certificate	Proposed date of handing over to the Project Entity & organization	Size/area of the facilities /amenities Approximate in square meters	FSI Utilized or free of FSI
1	Entrance Lobby	Tower A	31 st December 2031	Within three months from date of occupancy certificate in respect of the Project	79.08	FSI Utilized
2	Staircase	Tower A			1337.742	FSI Utilized
3	Fire Staircase	Tower A			1028.970	FSI Utilized
4	Lift	Tower A			712.314	FSI Utilized
5	Lift Lobby	Tower A			1435.860	FSI Utilized
6	Refuge Areas	Tower A			77.35 smt x 9 floors = 696.15 smt	Free of FSI

TOWER B

Sr. No.	Type of facilities /amenities provided	Phase name /number (Wing No.)	Proposed date of occupancy certificate	Proposed date of handing over to the Project Entity & organization	Size/area of the facilities /amenities Approximate in square meters	FSI Utilized or free of FSI
1	Entrance Lobby	Tower B	31 st December 2031	Within three months from date of occupancy certificate in respect of the Project	78.69	FSI Utilized
2	Staircase	Tower B			1263.525	FSI Utilized
3	Fire Staircase	Tower B			971.805	FSI Utilized
4	Lift	Tower B			672.741	FSI Utilized
5	Lift Lobby	Tower B			1356.09	FSI Utilized
6	Refuge Areas	Tower B			76.01 smt x 9 flrs = 684.09 smt	Free of FSI

B. Details and specifications of the Lifts:

Sr. No.	Type Lift (Passenger/service)	Total No. of Lifts provided	Number of passenger or	Speed (mtr/sec)
---------	-------------------------------	-----------------------------	------------------------	-----------------

	/stretcher/goods/fire evacuation/ any other		carrying capacity in weight (kg)	
1	Passenger Lift	5		
2	Transfer Lift	2		
3	Fire Men Lift	1		

Part 'B'
Common Areas & Amenities

A. Description of the common areas provided in Sector B Project:

Sr. No.	Type of common areas provided	Proposed date of occupancy certificate	Proposed date of handover for use	Size/area of the common areas provided Approximate in square meters
1	Transformer Room		Within three months from date of occupation certificate of the last building in Sector B Land	D.G. = 56.19 Substation = 85.93 Total = 142.12
2	Organic waste convertor			33.42
3	Sewage Treatment Plan			119.65
4	Underground water Tank			137.25

B. The size and the location of the facilities/amenities in form of open spaces (RG/PG etc.) provided/to be provided within the Sector B Land:

Sr. No.	Type of open spaces (RG/PG) to be provided	Phase name/number (Wing No.)	Size open spaces to be provided	Proposed Date of availability	Proposed Date of handing over to the Federation
1	Open space 1 R.G. iii	Common for Layout	961.45 smt	Within three months from date of occupation certificate of the last building in Sector B Land	Within three months from date of occupation certificate of the last building in Sector B Land
2	Open space 2 R.G. iv	Common for Layout	714.12 smt		
3	Open space 3 R.G. v	Common for Layout	517.32 smt		
4	Open space 3 R.G. vi	Common for Layout	2269.55 smt		

C. Facilities/amenities provided/to be provided and/or common area of the Sector B Project:

Sr. No.	Type of facilities /amenities provided	Phase name /number (Wing No.)	Proposed date of occupancy certificate	Proposed date of handing over to the Federation	Size/area of the facilities /amenities Approximate in square meters	FSI Utilized or free of FSI
1	Fitness Center / Amenity/	Common for Layout	31 st December 2031	Within three months from date of	2,901.44	

	Meeting Room			occupation certificate of the last building in Sector B Land		
2	Swimming Pool	Common for Layout		Within three months from date of occupation certificate of the last building in Sector B Land		

Housiey.com

Annexure 'E'
(MAHARERA REGISTRATION CERTIFICATE)

Housiey.com

Annexure 'F'

(DEVELOPMENT PERMISSION/COMMENCEMENT CERTIFICATE)

Housiey.com

Annexure 'G'.

(TITLE CERTIFICATE)

Annexure 'H'

(TYPICAL FLOOR PLAN OF THE APARTMENT)

Housiey.com

To Scale

Apartment No. _____ on _____ Habitable Floor of Wing ' _____ ' in the Project

Annexure 'I'

APARTMENT AND ALLOTTEE/S DETAILS

Sr.		Particular									
(1).	Whole Project	Sector B Project									
(2).	Project	Sector B – Tower A and B as per Maharashtra RERA Registration No. _____.									
(3).	Apartment	Apartment bearing No. [____], on [____] habitable Floor in Tower __ of the Project, admeasuring about; <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th></th> <th>Square Meters</th> <th>Square Feet</th> </tr> </thead> <tbody> <tr> <td>Carpet Area (RERA) of Apartment</td> <td></td> <td></td> </tr> <tr> <td>Balcony (open) area attached to the Apartment</td> <td></td> <td></td> </tr> </tbody> </table>		Square Meters	Square Feet	Carpet Area (RERA) of Apartment			Balcony (open) area attached to the Apartment		
	Square Meters	Square Feet									
Carpet Area (RERA) of Apartment											
Balcony (open) area attached to the Apartment											
(4).	Parking Space/s	Parking Space/s at [____] level, Parking Unit bearing No. [____], admeasuring [____] sq. mtr., having [____] mtr. length X [____] mtr. breadth X [____] mtr. vertical clearance.									
(5).	Purchase Price	Rs. _____/- (Rupees _____ Only)									
(6).	Date of Offer of Possession of the Apartment	On 31 st December, 2031									
(7).	Date of Project Completion	On 31 st December, 2031									
(8).	Postal address of the Allottee/s										
(9).	Postal address of the Promoter	101, Kalpataru Synergy, Opp. Grand Hyatt, Santacruz (East), Mumbai – 400 055.									
(10).	E-mail address of the Allottee/s.										
(11).	E-mail address of the Promoter.										
(12).	Permanent Account Numbers of the Promoter										
(13).	Permanent Account Numbers of the Allottee/s										

*The dates mentioned herein above table is subject to additional period of _____ months (as grace period) and any extended time period due to the events mentioned in Article 15.11.1(d) of this Agreement.

Annexure 'I-1'

(APARTMENT PLAN DEPICTING APARTMENT AREAS)

Annexure 'I-2'
(PARKING LAYOUT PLAN)

Housiey.com

Annexure 'J'

(PAYMENT SCHEDULE)

The Purchase Price of Rs. _____/- (Rupees _____)

_____ Only) payable by the Allottee/s in instalments against the following milestones:

Milestone Description	Percentage	Cumulative Percentage	Amount
On Booking	10	10	
On execution of AFS	10	20	
On completion of Raft	10	30	
On completion of B1 Level slab	10	40	
On completion of Ground floor & Plinth works	5	45	
On completion of P2 Level Slab (2.95m)	3	48	
On completion of Eco Deck (6.05m)	3	51	
On completion of 3rd floor level slab	3	54	
On completion of 8th floor level slab	3	57	
On completion of 13th floor level slab	3	60	
On completion of 19th floor level slab	2	62	
On completion of 25th floor level slab	2	64	
On completion of 31st floor level slab	2	66	
On completion of 38th floor level slab	2	68	
On completion of Terrace floor Slab	2	70	
On completion of blockwork of your apartment	6	76	
On completion of internal plaster of your apartment	6	82	
On completion of flooring of your apartment	7	89	
On completion of Fire Lift installation of your building	6	95	
On intimation of possession of your apartment	5	100	
	100	-	

Note:

1. The Allottee has paid on or before the execution of this agreement a sum of Rs. _____ (Rupees _____ only) as booking amount not exceeding 10% of the Purchase Price.
2. The booking amount has been deposited in RERA Designated Collection Bank Account, _____ Bank, _____ Branch.
3. In addition to the above bank account, the Promoter has opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. _____ and _____ respectively.
4. The above payment schedule may not be same for all the Purchaser/s, the same will change or vary from purchaser/allottee to purchaser/allottee.
5. The above payment schedule and/or installments are not in chronological order and payment for any of the aforesaid milestones may become due before or after the other milestones, depending on the date of initiation of the relevant milestone.
6. In case the transaction being executed by this Agreement between the Promoter and the Allottee/s 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 real estate agent, shall be paid by the Promoter/Allottee/s/both, as the case may be, in accordance with the agreed terms of payment.

Housiey.com

Annexure 'J-1'

RECEIPT

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

Witnesses:

1.

For Agile Real Estate Private Limited

2.

**Authorized Signatory
/Constituted Attorney**

Housiey.com

Annexure 'K'
(APARTMENT AMENITIES)

Housiey.com

DATED THIS DAY OF 20__

BETWEEN

AGILE REAL ESTATE PRIVATE LIMITED

Registered Office:

101, Kalpataru Synergy, Opposite Grand Hyatt, Santacruz (East),
Mumbai 400 055.

..... the **PROMOTER**

AND

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

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

AGREEMENT FOR SALE

In respect of Apartment No. _____ on the _____ habitable floor in
Tower '_____' in 'Sector B Project' along with earmarking of _____
(_____) Parking Space/s, situate at Village Balkum, District Thane.