

This is a specimen draft Agreement and is subject to iterations based on specific terms and conditions that may be negotiated with each of the allottee of the apartment(s) in Wing A (including changes based on sale of the apartment(s) with agreed amenities or on a 'bare-shell' basis). The document that will be executed with each allottee will contain the specific terms mutually agreed upon. In the event of this draft being circulated, the same shall not be deemed to prejudice the rights of the Promoter.

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("**this Agreement**") is made and executed at Mumbai, this ____day of _____ in the Gregorian Calendar Year, Two Thousand and Twenty- five (2025);

BETWEEN

VENSCO PROJECTS LLP, a limited liability partnership incorporated under the Limited Liability Partnership Act, 2008, bearing LLP Identification Number "ACB-3121" on 24th May 2023, having its registered office at B-905, Kohinoor Square, Opposite Sena Bhavan, Dadar (West), Mumbai – 400028; 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 partner or partners of the said Limited Liability Partnership Firm for the time and from time to time constituting the firm and survivors or survivors of them and the heirs, executors and administrators of such survivor of them and his, her or their assigns) Party of the **First Part**;

AND

[•] [In case of a company], (CIN: [•] and PAN: [•]), a company incorporated under the Companies Act, 1956 or 2013; as the case may be; having its registered office at [•], represented by its Director/ Authorised person, duly authorized vide board resolution dated [•], hereinafter referred to as "**the Allottee**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and assigns) Party of the **Second Part**.

[OR]

[•] [In case of a partnership firm], (PAN: [•]), a partnership firm, registered under the Indian Partnership Act, 1932, having its principal place of business at [•], represented by its authorized partner [•], hereinafter referred to as "**the Allottee**" (which expression shall unless repugnant to the context or meaning thereof shall mean and include the all partners for the time being of the said partnership firm, the last surviving partner and their/his/her assigns, heirs, administrators and executors successors-in-interest, executors) Party of the **Second Part**.

[OR]

[•] [In case of a LLP], (LLPIN: [•] and PAN: [•]), a Limited Liability Partnership registered under the Limited Liability Partnership Act, 2008 and having its registered office at [•], represented

by its Designated Partner/ Authorised Person [●], duly authorized vide partner`s resolution dated [●], hereinafter referred to as "**the Allottee**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in- interest and assigns) Party of the **Second Part**.

[OR]

[●] [In case of an Individual(s)], (PAN: [●]), Indian Adult (s), residing at [●], hereinafter referred to as "**the Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, legal representatives, executors, administrators, nominees and/or assigns) Party of the **Second Part**.

[OR]

[●] [In case of HUF], (PAN: [●]) a **Hindu Undivided Family**, by the hands of its Karta and Manager Mr. [●], having address at [●], hereinafter referred to as "**the Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the HUF, the members and the co-parceners of the HUF from time to time and the last surviving member and co-parcener and the legal heirs, executors and administrators of such last surviving member) Party of the **Second Part**.

The Promoter and the Allottee are, wherever the context so requires, hereinafter individually referred to as "**Party**" and collectively as "**the Parties**".

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

WHEREAS:

- A. The Promoter by diverse deeds and documents in law is seized and possessed of a portion of Land admeasuring approximately 8,755.10 square meters or thereabouts bearing C.T.S No. 27/A (Part) of Village Wadhvalli, Chembur, Taluka Kurla within the Registration District and Sub District of Mumbai Suburban, more particularly described **Firstly** in the **First Schedule** hereunder written and is shown **Red** colour boundary lines on the plan annexed hereto as "**Annexure - A**" (hereinafter referred to as "**the First Land**");
- B. The Promoter by diverse deeds and documents in law is seized and possessed of a portion All that pieces and parcels of land admeasuring approximately 2,297 square meters or thereabouts (2,131.20 square meters as per Property Register Card) bearing CTS No. 27/A (Part) of Village Wadhvalli, Chembur, Taluka Kurla, within the Registration District and Sub District of Mumbai Suburban, more particularly described Secondly in the **First Schedule** hereunder written and is shown **Blue** colour boundary lines on the plan annexed hereto as "Annexure - A" (hereinafter referred to as the "**the Second Land**");
- C. By and under a Revised Letter of Intent dated August 14, 2025 bearing No. SRA/ENG/1683/ME/STGL/LOI (hereinafter referred to as "**Revised LOI**"), the Slum Rehabilitation Authority ("**SRA**") granted its approval / permission, for redevelopment of First Land and Second Land by The Promoter under the aegis of Regulation 33 (10) read with Regulation 30(A) of Development Control and Promotion Regulation, 2034 ("**DCPR 2034**") and on the terms and conditions contained therein.

- D. The Commencement Certificate No. SRA/ ENG/1683/ME/STGL/AP dated 09 December, 2010 issued by SRA and the re-endorsed Commencement Certificate No. SRA/ ENG/ 1683/ ME/ STGL / AP/C is dated 15th September,2025 issued by SRA.
- E. Pursuant to the above, the Promoter presently has development rights in respect of First Land and Second Land. The redevelopment of the First Land, the Second Land, (collectively "**the Whole Project Land**"). The amalgamated / consolidated / composite / clubbed redevelopment of the free sale component, rehabilitation component, reservations, infrastructure and facilities on the Whole Project Land under Regulation 33 (10), 30 (A) and 33 (19) and any other applicable regulation of DCPR 2034 read with Applicable Law shall collectively be referred to as "**the Whole Project**".
- F. The Promoter shall construct rehabilitation component building as per the Revised LOI and amendments thereto from time to time either on the Whole Project Land or any other extra Land(s), enabling the receipt of its Occupation Certificate(s) and thereafter the Promoter shall be entitled to receive the Occupation Certificate(s) in respect of the free sale component building(s).
- G. The Promoter intends to develop the Whole Project Land in phases over a period of time, by constructing a complex known as "**GOLFSHIRE**" ("**the Whole Project**"), that is, the development and construction thereon, of proposed multi-storied buildings, having multiple Wings, each having upper habitable floors, together with various infrastructure, amenities and facilities including multi-level/stacked/mechanical vehicle parking spaces thereon a Amenities and recreational Facilities and Common Areas & Amenities and Limited Common Areas & Amenities.
- H. In the First Phase of the Whole Project, the Promoter is desirous of developing on the portion of the Whole Project, as per the Approvals, a proposed new Building (1) having "**Wing A**" to be known as "**GOLFSHIRE A**"; and; (2). having "**Wing B**" to be known as "**GOLFSHIRE B**"; and; (3). having "**Wing C**" to be known as "**GOLFSHIRE C**"; along with retail/commercial in each of the Wings.
- I. It has been further informed to the Allottee by the Promoter that, the Promoter may acquire extra land(s) adjacent or in the nearby vicinity of the Whole Project Land and then shall construct in one or more phase/s, residential and/or the commercial and/or partly residential-cum-commercial wing/s, etc., which may have common basements levels and/or podium levels, etc. and/or the reservations, wholly or partly thereon and the same shall then form part of the Whole Project.

>>> TO BE RETAINED<<<

- J. The Promoter has registered Wing A as a "real estate project" as defined in RERA with the Real Estate Regulatory Authority at Mumbai. Each of the balance wing(s) will be registered as a separate "real estate project" as defined in RERA, from time to time.
- K. All project(s)/phase(s) in the Whole Project, shall have a proportionate undivided interest in the Common Areas & Amenities, which will be ultimately held by the Federation as provided herein, and through the Federation, as determined by the Promoter, in its discretion.
- L. The Promoter intends to sell and allot any of the Premises in Wing A, on an "ownership basis" under the provisions of Applicable Law, from time to time, and/or the grant of lease(s), tenancy(ies), license(s), and/or any other alienation or disposal of such Premises, as the Promoter deems fit, in its discretion.
- M. The Promoter has: (i) appointed the Project Architect and the Project Engineer in respect of the design and execution of the Project and has accepted their professional supervision, (ii) obtained the Certificate of Title, and (iii) obtained certain Approvals.

- N. The Allottee has approached, and applied to, the Promoter, for allotment to the Allottee, of the Apartment, with the benefit of the use of the Parking Space/s as amenity thereto. In this regard, the Allottee has demanded from the Promoter, and the Promoter has given to the Allottee, inspection of the documents and records relating to the Whole Project Land and the Whole Project including Wing A, as well as all Plans, Approvals and other documents as specified under RERA, as required to be disclosed. The Allottee has satisfied himself of the Promoter's right to develop the Whole Project Land.
- O. Based upon the agreements, confirmations and undertakings of and applicable to the Allottee 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, strictly upon and subject to the terms, conditions and provisions hereof.
- P. 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 Indian Registration Act, 1908.

NOW IT IS HEREBY AGREED, BY AND BETWEEN THE PARTIES AS FOLLOWS:

ARTICLE 1 - DEFINITIONS & INTERPRETATION

1.1 Definitions

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

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

1.1.3 "Allottee Event of Default" includes the occurrence of all or any of the following events:

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

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

1.1.3.3 the Allottee has been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up or dissolved, as the case may be; and/or

1.1.3.4 the Allottee receiving any notice from Governmental Authority, and/or any foreign state or government, and/or any authorities of any foreign state or government, under any laws, rules, or regulations, and/or the Allottee involvement in any money laundering and/or illegal activity/ies, and/or the Allottee being declared to be proclaimed offender/s and/or a warrant being issued against him under any laws, rules, or regulations.

- 1.1.4 "Apartment" means the residential dwelling unit in Wing A described and is shown on the typical floor plan thereof annexed hereto and marked "**Annexure -__**" hereto.
- 1.1.5 "Apartment Amenities" means the amenities, fixtures and fittings proposed to be provided in the Apartment, as listed in the Statement annexed hereto at "**Annexure -____**" hereto.
- 1.1.6 "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 Governmental Authority, or courts of law, or judicial or quasi-judicial bodies or authorities, and as are, or may be, in force from time to time, and/or applicable to the Whole Project
- 1.1.7 "Approvals" includes all approvals, permissions, sanctions, licences, and no objection certificates/letters, by whatever name called, obtained, in the process of being obtained, and to be obtained, under Applicable Law, as the Promoter may consider necessary and expedient, and/or as required by any Governmental Authority, inter alia, in relation to the Whole Project, including Wing A, and/or, inter alia, in relation to the Whole Project Land, or any part thereof, and includes specifically: (1) the Plans sanctioned in respect of the Whole Project, including Wing A. Any other approvals, permissions, sanctions, licences, no objection letters/certificates, and together with renewals, extensions, revisions, amendments and modifications thereof, received from time to time, as the Promoter considered necessary and expedient, or for the betterment of the Whole Project including Wing A, in its discretion, and/or as required by the SRA/ the MCGM.
- 1.1.8 "Balance Projects" means the proposed developments of the remaining buildings/ wings/projects (that is, excluding Wing A), from time to time, as separate projects/ phases, including the limited common areas & amenities related thereto, on various parts of the Whole Project Land, as determined by the Promoter.
- 1.1.9 "Booking Amount" means the earnest money/deposit stated at "**Annexure - _____**" hereto and payable to the Promoter.
- 1.1.10 "Carpet Area (RERA)" means the carpet area of the Apartment stated in the Statement annexed hereto at "**Annexure - _____**" hereto, as presently determined on the basis of the net usable floor area of the Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment and is as per RERA.
- 1.1.11 "Certificate of Title" means the certificate of title of S.C. Legals dated 16th September, 2025, issued by the Advocates for the Promoter in respect of the Whole Project Land, a copy whereof, is annexed hereto and marked as "**Annexure - _____**" hereto.
- 1.1.12 "Common Areas & Amenities" means the areas, amenities, utilities and facilities to be developed upon the Whole Project Land, in phases, as a part of the Whole Project, which may be available with or without the utilization of the Development Potential, of the Whole Project Land which are intended for the common use of, inter alia, the allottees, purchasers and occupants from time to time of Premises in the Whole Project, and more particularly described in **Part A** of the Statement annexed hereto and marked "**Annexure -__**" hereto. Common Areas & Amenities include basements, ground, podiums, stilts and other necessary amenities, but exclude

Limited Common Areas & Amenities and vehicle parking spaces, other than open parking spaces.

- 1.1.13 "Confidential Information" includes all information imparted by the Promoter to the Allottee and obtained by the Allottee under, and/or in connection with this Agreement on, before, or after, the date of execution of this Agreement, relating to the Whole Project Land, and/or Wing A and/or the Whole Project, and/or current or projected plans or affairs of the Promoter, or Promoter Affiliates, including: (i) this Agreement and the terms hereof, (ii) all documents, records, writings, Plans, Approvals, the Informative Materials, etc., product information and unpublished information related thereto, and any other commercial, financial or technical information relating to the Whole Project Land, and/or the Whole Project including Wing A or any part/s thereof, and (iii) the existence of any discussions, or negotiations, any proposal of business terms, and any due diligence materials, and other transaction documents, in each case to the extent relating to the transaction contemplated under this Agreement.
- 1.1.14 "Construction Defects" means defects in the materials used in the construction of Wing A, which would result in the failure of a component part thereof or result in damage thereto; and shall always exclude (i) wear and tear, loss or damage due to a Force Majeure Event, (ii) minor changes/ cracks on account of any variation in temperature/weather, misuse, unauthorised or non-permitted alterations, renovations or repairs, (iii) 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, (iv) any defect or damage is found to have been caused due to the negligence of the Allottee or any other purchaser / allottees / occupants or his agents, and (v) structural defects caused or attributable to the Allottee 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 other reasons attributable to the Allottee.
- 1.1.15 "Corpus Fund/s" shall mean the fund constituted or to be constituted for the maintenance of the Amenities, Common Areas & Amenities, any other facilities/areas, to be held and/or maintained by the Federation, and shall be the amounts stated in Article (3.4.), payable to the Promoter.
- 1.1.16 "Day" means the working day, in the State of Maharashtra as notified by State Government of Maharashtra from time to time.
- 1.1.17 "Date of Offer of Possession" means the date of the written communication to be addressed by the Promoter to the Allottee, under which the Promoter shall offer possession of the Apartment on completion of finishing work of the Apartment amenities in the Apartment and other works for Wing A (like installation of fixtures, equipment, finish, cleaning, etc.), in terms of Article (6) hereinbelow; which is currently estimated by the Promoter, to be the date stated at "**Annexure - ___**" hereto, subject to Force Majeure Event.
- 1.1.18 "Development Potential" means the entire current, enhanced, future and estimated/projected/envisaged, FSI/ FAR, premium/paid FSI, fungible FSI, incentive/extra/compensatory FSI, floating FSI, DR, TDR, and other development potential, benefits, potential, yield, and/or advantages, and/or as may be available on any account whatsoever, and/or any other rights and/or benefits of any nature whatsoever, and by whatever name called or may be, available, or acquired, under any Applicable Law, or otherwise howsoever, including by way of hand over and/or transfer, to any Governmental Authority or other persons, of any or all of the Reservations amenity spaces, set-back areas or any other part/s of the Whole Project Land. The areas that will be available, with or without payment of any premium / charges, to be utilised in (a) open/enclosed/dry/utility balconies and exclusive

terraces, cupboard niche, (b) Limited Common Areas & Amenities, (c) Common Areas & Amenities and (d) vehicle parking spaces, are and will be more than the Development Potential.

>>>TO BE RETAINED<<<

- 1.1.19 "Entity & Organisation" means a co-operative society under the Maharashtra Co-operative Societies Act 1960, and/or any other entity, organisation, association, or body, referred to in, or permitted under, RERA. Presently it is contemplated by the Promoter that the Entity & Organisation to be formed and registered for Wing A shall be a co-operative society.
- 1.1.20 "FSI" or "FAR" means floor space index or floor area ratio.
- 1.1.21 "Federation" means any corporate or other body, entity, or organisation, to be constituted, formed and registered by the Promoter, under Applicable Law, as referred to in Article (11) of this Agreement. It is presently contemplated by the Promoter that the Federation that will be ultimately formed in respect of the Whole Project shall be a "Federal Society" as contemplated under the Maharashtra Co-operative Societies Act, 1960.
- 1.1.22 "Force Majeure Event" includes any: (i) War, civil commotion or Act of God;(ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- 1.1.23 "Governmental Authority" means the Government of India, the State Government of Maharashtra, and any local or other government, and any ministry, department, agency, officer, commission, court, tribunal, judicial or quasi judicial body or authority, statutory or public authority or body, or other body or person exercising executive, legislative, judicial, regulatory or administrative functions of a government; and includes the SRA, MCGM, the Collector of Mumbai, the City Survey Office, the Real Estate Regulatory Authority constituted by the State Government of Maharashtra under RERA, and any other concerned bodies or authorities.
- 1.1.24 "Holding Charges" means the separate/independent pre-estimated and fixed charges in addition to (and not in substitution of) Interest, calculated at the rate of Rupees One Hundred only per square meter Carpet Area (RERA) of the Apartment, per month.
- 1.1.25 "Indemnified Parties" shall mean the Promoter, Promoter Affiliates and the PMC, and their respective directors, partners, shareholders, constituents, representatives, officers, employees, servants, agents, and all persons claiming under them, and their respective successors and assigns.
- 1.1.26 "Informative Materials" means all advertisements, publicity, or promotions, of whatsoever nature in respect of the Whole Project Land and/or the Whole Project including Wing A, in any media, including print, and/or electronic, and/or digital media, and includes writings, brochures, leaflets, pamphlets, handouts, presentations, advertisements, oral or written representations, made and/or published, and/or generated by, or on behalf of, the Promoter, and any other such information or materials as may be made, or published by, or on behalf of the Promoter; and includes publicity reports and includes the show/ sample apartment/units with fixtures, fittings and amenities etc. provided therein.
- 1.1.27 "Intellectual Property" means the word mark "**Vensco**" and any combination of words in which such name and word mark is used and any word, name, device, symbol, logos, corporate names, insignia, emblems, work marks, slogan, design, brand, service mark, service names, trade name, patents, , 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 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 ideas, know-how, programs, improvements, works of authorship, other similar materials and all recordings, graphs, designs, drawings, reports, analyses, other writings and any other embodiment of the foregoing, in any form whether or not specifically listed herein, which may subsist in any part of the world, for the full term of such rights, including any extension to the terms of such rights.

- 1.1.28 "Interest" shall mean interest payable by Allottee to the Promoter or by the Promoter to the Allottee, as the case may be, at the rate of two percent (2%) above the State Bank of India highest Marginal Cost of Lending Rate Provided in case the State Bank of India Marginal Cost of Lending Rate is not in use then interest shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.
- 1.1.29 "Limited Common Areas & Amenities" means and includes staircases, lifts, lobbies, and common passages on each floor/level, services ducts, garbage chutes, refuge areas, servant toilet, fire check floor, fire chutes, fire evacuation device, entrance lobbies, meter room, letter box room/area and room/area for various services, garbage collection area and other necessary amenities, if any, which may be available with or without the utilization of the Development Potential within the structure of Wing A. Limited Common Areas & Amenities shall always exclude Common Areas & Amenities, vehicle parking spaces, independent areas and utility areas in the Whole Project. The Limited Common Areas & Amenities in respect of Wing A are more particularly described in **Part ___** of the Statement annexed hereto at "**Annexure - ___**" hereto.
- 1.1.30 "Liquidated Damages" means the pre-estimated liquidated damages payable by the Allottee to the Promoter, which shall be equivalent to ten per-cent (10%) of the Purchase Price, which the Parties have considered, and mutually agreed, to be reasonable, and not as a penalty.
- 1.1.31 "MCGM" means Municipal Corporation of Greater Mumbai.
- 1.1.32 "MOFA" means the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963.
- 1.1.33 "Other Charges & Deposits" shall mean the charges and deposits referred to and stated in Article (3.4), as determined by the Promoter, in its discretion, be calculated, or based, on the Carpet Area (RERA) including open/enclosed/utility balconies of the Apartment, or as a fixed or lumpsum charge, or otherwise on any other basis.
- 1.1.34 "Other Reimbursements/Amounts Payable On Termination" means the amounts payable by the Allottee to the Promoter, on the termination of this Agreement, which comprise of:
- (i) Interest on delayed payments, if any; together with,
 - (ii) the brokerage/commission paid to estate agent/s in relation to the allotment of the Apartment; together with,
 - (iii) all costs, charges and expenses incurred by the Promoter for provision / installation in the Apartment of any extra or premium fixtures, fittings, etc., in place of or in addition to the standard fixtures, fittings, etc. to be provided therein, as may have been required by the Allottee; 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; together with,

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

- 1.1.35 "Parties" means the Promoter and the Allottee and the term "Party" shall be construed accordingly.
- 1.1.36 "Parking Space/s" means the vehicle parking space/s to be allotted to the Allottee. The location and the designated number of the Parking Space/s will be determined by the Promoter and notified (in writing) to the Allottee on or before the Date of Offer of Possession.
- 1.1.37 "Plans" means the plans, drawings and layout approved and sanctioned by the SRA, MCGM and concerned Governmental Authority in respect of the Whole Project Land, the Whole Project including Wing A and/or parts thereof together with any amendments, alterations, modifications, changes, extensions, renewals, etc. in respect thereof as the Promoter has obtained from time to time and includes the plans finally approved by SRA/ MCGM while granting the Full Occupation Certificate.
- 1.1.38 "Premises" means an area, or space, designated by the Promoter, in its discretion, for residential, and/or commercial, and/or retail, and/or any other uses.
- 1.1.39 "Wing A means the development and construction of the building ' (Wing A as per Approvals and as per RERA registration), including the Limited Common Areas & Amenities related thereto.
- 1.1.40 "Wing A Completion" means the date the Promoter has received the occupation certificate in respect of Wing A and has filed the necessary Forms with the MahaRERA Authority as applicable in respect of Wing A.
- 1.1.41 " Project Wing A Land" means plinth area along with balcony area of the building structure of Wing A.
- 1.1.42 "Promoter Affiliates" means any company/ies, entity/ies, concern/s or person/s who/which is/are nominee/s of, and/or group, holding, or affiliate, or subsidiary company/ies, entity/ies, or concern/s, of the Promoter, and/or associated, or affiliated, with the Promoter by contract, or otherwise.
- 1.1.43 "Promoter's Bank Account/s" means the bank account/s as may be designated and operated from time to time by the Promoter for payment and deposit by the Allottee of the Aggregate Payments, or any part/s thereof.
- 1.1.44 "Purchase Price" means the purchase price and consideration payable by the Allottee, as stated in "**Annexure - ___**" hereto.
- 1.1.45 "PMC" shall mean any entity/ies, or organisation/s, or agency/ies, or person/s, engaged and appointed, from time to time, by the Promoter, and/or Promoter Affiliates, in its/their discretion, for the management, and/or maintenance, and/or repairs, of the Whole Project Land, and/or Wing A, and/or Balance Projects, and/or the Common Areas & Amenities, or any of them.

- 1.1.46 "Reservations" means a portion of the Whole Project Land, is reserved as per the Development Plan of MCGM and/or affected by any reservations from time to time, and/or as may be shifted or altered from time to time in accordance with the Applicable Law for time being in force.
- 1.1.47 "RERA" means the Real Estate (Regulation and Development) Act, 2016 and the rules made thereunder, including the applicable Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rate of Interest and Disclosures on Website) Rules, 2017 and such amendments, enactments, modification including orders, regulations, circulars and notifications issued by the Government Authority from time to time.
- 1.1.48 "SRA" means the Slum Rehabilitation Authority.
- 1.1.49 "Taxes" means all present, future, and enhanced taxes, imposts, dues, duties, impositions, fines, penalties, etc., by whatever name called, imposed/levied under any Applicable Law, and/or by Governmental Authority, attributable to, and/or in relation to, and/or arising from, and/or imposed or levied upon, the agreement for allotment and sale herein, and/or the Apartment, and/or the Parking Space/s, and/or this Agreement, and/or upon the Purchase Price and/or any or all of the Interest, Liquidated Damages, Other Reimbursements / Amounts Payable On Termination, 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 in relation to, and/or in pursuance of the Agreement for Allotment and Sale herein, and/or upon the Entity & Organisation to be formed and/or the Federation to be formed in respect of the Whole Project, 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, local body tax, property rates and taxes and cesses, stamp duty and registration charges, and any other taxes, interest, imposts, impositions, levies, or charges, in relation thereto, that is/are imposed or levied by any Governmental Authority.
- 1.1.50 "TDR" means transferable development rights.
- 1.1.51 "TDS" means tax deducted at source, under the Income Tax Act, 1961.
- 1.1.52 "TDS Certificate" means a certificate evidencing payment of TDS, presently in Form 16B under the Income Tax Act, 1961.
- 1.1.53 "Whole Project" shall have the meaning assigned to it in the Recital G.
- 1.1.54 "Whole Project Completion" means the date on which full occupation certificate/s and all other Approvals in respect of all the buildings/wings of all the projects/phases of the Whole Project is received by the Promoter.
- 1.2 The recitals, schedules and annexures in and to this Agreement form an integral part of this Agreement, and in the interpretation of this Agreement and in all matters relating to the agreement herein, this Agreement shall be read and construed in its entirety.
- 1.3 In this Agreement:
- 1.3.1 unless the subject or context otherwise requires, reference to the word "include", "includes" or "including" shall be construed as without limitation;

- 1.3.2 reference to any one gender, masculine, feminine, or neutral, includes the other two, and the singular includes the plural and vice versa, unless the subject or context otherwise requires;
- 1.3.3 reference to an "amendment" includes a supplement, modification, novation, replacement, or re-enactment, and the term "amended" is to be construed accordingly unless the subject or context otherwise requires;
- 1.3.4 bold typeface, headings and titles are used for convenience of reference only and shall not affect the construction of this Agreement, and/or limit, extend, or define any of the terms, conditions and provisions hereof;
- 1.3.5 wherever the Allottee has 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 clause 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, in respect of, and/or in relation, to such act, deed, matter, thing, item, action, or ;
- 1.3.6 wherever reference is made to the "entitlement" of the Promoter, and/or the Promoter being "entitled", and any grammatical variations thereof, the same means, and shall be deemed to mean, the full complete, absolute, exclusive and unfettered entitlement and liberty of the Promoter in its sole discretion, over, and/or in relation, to the act, deed, matter, or thing in question;
- 1.3.7 time is of the essence in respect of the performance by the Allottee of all his obligations, including financial obligations. If any time period specified herein is extended in writing by the Promoter in its discretion, such extended time period shall also be of the essence;
- 1.3.8 all Aggregate Payments shall be paid by the Allottee on or before the due dates for payment thereof, and/or as demanded by the Promoter, without any delay, demur, default, dispute, or deduction, whatsoever;
- 1.3.9 references to recitals, articles, clauses, schedules and annexures shall be reference to the recitals, articles, clauses, schedules and annexures contained in, or annexed to, this Agreement, as the case may be;
- 1.3.10 references to laws, rules or regulations, or to any clause/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 clause/a shall include any subordinate legislation, including rules or regulations, made from time to time under that clause/s.

ARTICLE 2 – AGREEMENT FOR ALLOTMENT & SALE

- 2.1 Subject to and upon the terms, conditions and clauses hereof, including payment by the Allottee of the Aggregate Payments, the Promoter hereby agrees to allot and sell to the Allottee and the Allottee hereby agrees to purchase and acquire from the Promoter, on what is commonly known as "ownership basis" in terms of Applicable Law, the Apartment as mentioned in "**Annexure -__**" and in terms of Article (6) of this Agreement, the use, as an amenity attached to the Apartment, of the Parking Space/s, solely and exclusively for the parking of the Allottee two-wheelers/ four-wheelers (light motor vehicles), and for no other purposes whatsoever. The plan depicting various areas of the Apartment is annexed hereto and marked "**Annexure -__**" hereto.
- 2.2 The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces / mechanical parking space bearing No/s _____ admeasuring _____ sq. ft. having _____ ft. length x _____ ft. breath

x _____ ft. vertical clearance and situated at Basement and/or stilt and /or podium being constructed in the Whole Project which is included in the Purchase Price.

2.3 Apartment Amenities

The Promoter shall install and/or provide the Apartment Amenities listed in the Statement annexed hereto and marked "**Annexure - ___**" in, and/or in respect of, and/or in relation to, the Apartment.

2.4 The Allottee has been informed and is aware that:

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

(ii) the warranties of equipment, appliances and electronic items installed in the Apartment by the Promoter shall be as per the standard warranties provided by the manufacturer only and accordingly any defect in such equipment, appliances and electronic items, and/or the installation thereof, shall be rectified in accordance with the warranties provided by the system/equipment installer/manufacturer only and it is agreed and acknowledged that, beyond manufacturer warranties, comprehensive/non-comprehensive annual maintenance contracts shall be obtained by the allottees; and;

(iii) the equipment, appliances and electronic items installed and forming a part of the Apartment Amenities shall be maintained, serviced and repaired by third party manufacturers, suppliers, dealers or maintenance providers who alone shall be appointed and engaged for such maintenance, service and repair etc. and if such equipment, appliances and electronic items 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.

2.5 Common Areas & Amenities and Limited Common Areas & Amenities

The nature, extent and description of the Common Areas & Amenities and Limited Common Areas & Amenities are set forth in Part A and Part B respectively of the Statement annexed hereto at "**Annexure - ___**" hereto, which will be completed and/or available on or before Whole Project Completion.

2.6 The Allottee has been informed and is aware that:

(i) the warranties of equipment, machinery and various other facilities installed/to be installed by the Promoter in Whole Project shall be as per the standard warranties provided by the manufacturer only and accordingly any defect in such equipment, appliances and electronic items, and/or the installation thereof, shall be rectified in accordance with the warranties provided by the system/equipment installer/manufacturer only and it is agreed and acknowledged that, beyond manufacturer warranties, comprehensive/non comprehensive annual maintenance contracts shall be obtained by the allottees and/or Entities & Organisations and/or Federation, as the case may be.

(ii) the equipment, machinery and various other facilities which form a part of Common Areas & Amenities and Limited Common Areas & Amenities shall be maintained, serviced and repaired by third party manufacturers, suppliers, dealers or maintenance providers who alone shall be appointed and engaged for such maintenance, service and repair etc. and if such equipment, machinery and various other facilities are maintained, serviced and repaired, and/or tampered with, in any manner by any person other than the authorized third party manufacturers, suppliers, dealers or maintenance providers, then the warranties in respect thereof shall be rendered void.

ARTICLE 3 - PURCHASE PRICE:

3.1 (a) The Allottee has paid on or before execution of this Agreement, the sum of Rs _____/- (Rupees _____ only); (not exceeding 10% of the total Purchase Price) as advance payment or application fee and hereby agrees to pay to that

Promoter, the balance amount of Rs. _____/-(Rupees _____ only) and shall be deposited in _____ RERA Designated Collection Bank Account, _____ Bank, _____ Branch having IFS Code _____ situated at _____. In addition to the above bank account, The Promoter have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. _____ and _____ respectively.

(b) The Allottee agrees and undertakes to pay to the Promoter, the Purchase Price in installments, strictly in accordance with the schedule of payment set out in the Statement annexed hereto and marked "**Annexure - ___**" and in terms of and subject to the terms and provisions of this article, 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 in the Promoter's Bank Account, along with the applicable Taxes thereon; subject to deduction of applicable TDS. As per the Income Tax Act, 1961 TDS is presently 1% (one per cent) of all amounts to be paid to the "transferor", that is, in the present case, to the Promoter (in installments or otherwise), which TDS shall be deducted by the Allottee at the time of making payments and remitted in government account in accordance with the provisions of Income Tax Act, 1961.

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

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

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

3.4 Other Charges & Deposits:

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

Sr.No		Particulars
1	(a)	Share Money
	(b)	Outgoings for 1 (one) year as interest free security deposit excluding Property Tax
	(c)	Corpus Fund/s for Amenities & Federation
2	(a)	Entity & Organisation and Federation Formation charges
	(b)	Legal & Documentation charges
	(c)	Outgoings for One year in advance excluding property tax
	(d)	Infrastructure development charges
	(e)	Electric meter Supply & Connection charges
	(f)	Gas meter Supply & Connection charges
	(g)	Parking Space/s maintenance advance for 2(two) years

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

- 3.4.2 Within thirty (30) Days from the Date of Offer of Possession (whether or not the Allottees has taken possession of the Apartment or not), or from the date that the Allottee takes possession of the Apartment, whichever is earlier, the Allottee shall be continuously bound and liable to bear and pay in respect of the Apartment, his/her/their/its share of the outgoings, maintenance charges, comprising of general maintenance, property taxes, non-agricultural taxes, rates, taxes, cesses, assessments, insurance premia, parking maintenance charges, costs for running generator, costs charges and expenses of cleaning and lighting the passages, landings, staircases, costs of maintenance, management and upkeep of Common Areas & Amenities and Limited Common Areas & Amenities, and operation and maintenance and repairs of lifts, water pumps, utility charges, salaries of all staff including managers, security, sweepers, liftmen, gardeners and such other charges expenses necessary or incidental for maintenance and upkeep of the Whole Project, including Wing A and other charges and levies of like nature, payable in respect of the Whole Project, including Wing A and the Apartment, to all Governmental Authority and/or any private bodies, the PMC, security agencies, house-keeping agencies, and other persons. For the purpose of payment of maintenance charges, in common with other allottees/purchaser of Wing A, the same shall be in proportion to the Carpet Area (RERA) and open/enclosed/utility balconies of the Apartment to the total carpet areas and open/enclosed/utility balconies of all the apartments in Wing A.
- 3.4.3 The Promoter shall raise periodic bills upon the Allottee in respect of his share of the Other Charges & Deposits in advance for each month, from the date of receipt of the occupation certificate/s in respect of Wing A or any part thereof, and the Allottee shall duly pay and discharge the same regularly within seven (7) Days of the date of the bill/invoice in respect thereof.
- 3.4.4 The Promoter shall be entitled to deploy/invest the Corpus Fund/s (less aggregate payments payable to the Promoter and/or the PMC), in fixed deposits and/or any other investment schemes for an appropriate period as may be determined by the Promoter in its discretion, and shall have the benefit of accretion and the credit of tax deducted at source (TDS) in respect thereof, if and as applicable.
- 3.4.5 The Promoter shall maintain a separate account in its books in respect of the contribution/payments received under Sr. No. 1 of the Table of Article (3.4.1) above. The said amounts shall be retained by the Promoter until the formation of the Federation and hand over of the Whole Project in terms of this Agreement. The Promoter shall be liable to render account of such amounts only to the Federation and not individually to any persons, including the Allottee, at any time.

- 3.4.6 If at any time prior to the handover of the Whole Project, the actual charges and expenses required to be made for the outgoings, maintenance and upkeep the Amenities, Common Areas & Amenities and other facilities/areas to be maintained by the Federation, the same will be adjusted in the following manner: (a) against the accretions of the Corpus Fund/s and for deficit/additional amount, if any, Promoter shall raise bills periodically to all the allottees/purchasers of the Premises in the Whole Project and if the allottees/purchasers of the Premises in the Whole Project fails to pay, the same shall be adjust from the Corpus Fund/s; and (b) if the Corpus Fund/s is exhausted, then Promoter shall raise bills periodically to the allottees/purchasers of the Premises in the Whole Project. And for this purpose, and the Allottee shall, no later than seven (7) Days from the date of bill/invoice raised by the Promoter, pay the dues to Promoter.
- 3.4.7 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 for any other purpose/s and/or on any other account.
- 3.4.8 The Promoter shall, in the interest of the Allottee and the Whole Project, take decisions regarding management and allocation of funds/monies, and the type, mode, quality of services to be provided, in respect of the Whole Project, and the management and administration thereof;
- 3.4.9 The Allottee agrees that until the formation and registration of the Federation and execution of the Deed/s of Transfer in its favour as provided in Article (11), the Promoter, and/or any persons engaged by it, including the PMC shall maintain, manage and secure any or all of the phases of the Whole Project. During such time, the Allottee shall pay, and the Promoter and/or the PMC shall collect, all contributions towards maintenance charges, outgoings and other charges.
- 3.4.10 In case the transaction being executed by this Agreement between the Promoter and the Allottee is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration / fees / charges for services / commission / brokerage to the said Registered Real Estate Agent, shall be paid by the Promoter/Allottee / both, as the case may be, in accordance with the agreed terms of payment.

ARTICLE 4 - DEVELOPMENT: PROMOTER'S RIGHTS & ENTITLEMENTS:

Further, 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 aware, of the following matters and the Allottee agrees to and accepts the same, inter alia, on the basis and strength of which the Promoter has entered into this Agreement:

- 4.1 Wing A
- 4.1.1 The Promoter is completing the finishing work in respect the Limited Common Areas & Amenities, Common Areas & Amenities in respect of Wing A and finishing work in respect apartment amenities and will be completed on or before the Date of Offer of Possession and will be intimated to the Allottee.
- 4.1.2 The Promoter may, for the purpose of clarity, and/or for maintaining correctness thereof, and/or to comply with Applicable Law, alter the terms and conditions of any agreements for allotment and sales, in respect of Premises in Wing A.

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

4.2 **Whole Project**

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

4.2.2 With respect to the Development Potential contemplated to be utilised by the Promoter in the Whole Project:

4.2.2.1 the Promoter contemplates that an overall Development Potential to be approximately ___ square metres shall, or may, arise out of, and/or be attributable to, and/or be utilisable upon the Whole Project Land.

4.2.2.2 the part/portion of the Development Potential, presently contemplated by the Promoter, to be utilised in Wing A is to be approximately ____square meters, and if any part/portion of the Development Potential that is not being utilised in Wing A, as mentioned herein for any reason whatsoever, then the Promoter shall utilize such balance/unutilized Development Potential in Balance Projects.

4.2.3 The Allottee confirms and acknowledges that all Balance Projects, 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 there shall be no right, entitlement, or interest of any Allottee in respect thereof.

4.2.4 If the Whole Project R.G. is more than as required under Applicable Law, then the Promoter reserves right to amend the Plans and to provide the recreation ground to the extent it is required in compliance with Applicable Law and also in accordance with MAHARERA and the Rules framed thereunder.

4.2.5 Governmental Authority had set out terms, conditions and restrictions which has been complied with by the Promoter in respect of Wing A and the Governmental Authority may set out any terms and conditions in respect of Wing A, which may have to be complied with, by the Promoter, and/or the purchasers and allottees of Premises in the Whole Project.

4.2.6 **PARKING SPACES:**

4.2.6.1 The Promoter shall be entitled in its discretion as it deems fit to allocate and distribute all vehicle parking spaces in respect of the Whole Project. It is clarified that vehicle parking spaces means two-wheelers and four-wheelers (light motor vehicles) parking spaces excluding bicycle parking spaces

4.2.6.2 Parking Space/s (stand-alone or stack or mechanized) of dimensions as DCPR 2034 shall be located in any of the basement levels of the Whole Project. The Car Parking Space/s shall be allotted at the time of possession of the Apartment under a car parking recordal letter.

4.2.6.3 The parking space/s shall be used only for the purpose of parking the vehicle(s) of the Allottee and for no other use and subject to the bye-laws, rules and regulations of the Entity & Organisation.

4.2.6.4 The Allottee further agrees that the Promoter are entitled to earmark, at their discretion, car-parking slots or spaces (whether within the mechanized parking systems or in the compound or other available areas within the project) and to allot car-parking spaces or slots at any location within the Whole Project to any other allottees of premises in the Whole Project, as the Promoter at their sole discretion may decide. The Allottee also

agrees that the Promoter are entitled to allot such numbers of car-parking slots or spaces to some of the purchasers/ allottees of premises in the Wings as the Promoter may decide. The Allottee agrees that the decisions taken by the Promoter in relation to earmarking and/or allotment of car-parking slots or spaces (whether within the mechanized parking systems or in the compound or other available areas within the Whole Project) shall be binding on the Allottee.

- 4.2.6.5 The Allottee agrees and undertakes to pay the requisite monthly dues, repair charges and maintenance charges of and related to the car-parking slot(s) as may be levied by the Promoter / authorities and/or the Entity & Organisation (including without limitation charges towards Annual Maintenance Contracts that may be entered in by the Promoter or the Entity & Organisation in respect of mechanized parking systems).

4.3 General

- 4.3.1 The Promoter is and shall always be the sole, absolute, irrevocable and complete owner, holder and in the charge and control of the Whole Project Land and the Development Potential, and every part thereof, and has, and shall always have, the entire, exclusive overriding, and irrevocable interest and power, entitlement and authority to develop, from time to time, in a phased manner, over such period of time upto the Whole Project Completion, and in such sequence or order (the same being dynamic in nature) all projects and phases as contemplated herein upon the Whole Project Land, including by submitting any part/s or portions thereof, under any Applicable Law and by dealing with, distributing, apportioning, utilising 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.
- 4.3.2 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.
- 4.3.3. The Promoter may in its absolute discretion, at any time, reduce the number of habitable floors in all or any of the buildings/wings in the Whole Project including Wing A depending on the Approvals obtained by the Promoter.
- 4.3.4 Without prejudice to the generality of the foregoing clauses, the Promoter shall in its discretion, inter alia, be entitled to:
- 4.3.4.1 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 Whole Project Land to any persons, including third party service providers, and/or Promoter Affiliates, for the purpose of facilitating the provision and proper

maintenance of utility services including without limitation, electricity, water and telecommunication related services;

4.3.4.2 allot and/or grant on lease or otherwise howsoever any areas or spaces in the Whole Project Land, and/or Wing A , to utility service providers including electrical, telecommunication, gas etc. service provider/supplier or any Governmental Authority;

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

4.4 Allottee's Confirmations

4.4.4 the Allottee shall not object to, hinder, obstruct or interfere with the Promoter exercising its rights and powers herein or under the MAHARERA and/or the Rules framed thereunder.

ARTICLE 5 – TAXES:

5.1 All Taxes, shall be borne, paid and discharged by the Allottee alone, as and when the same are required to be paid and/or as and when demanded by the Promoter and the Promoter shall never have any liability or obligation in respect thereof.

5.2 The Allottee shall pay all Taxes as and when they are levied, charged, become due and payable. If any Taxes (whether retrospective, or prospective, in nature) arise hereafter, including after the Date of Offer of Possession, the Allottee 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 by the Promoter.

- 5.3 The Allottee shall fully indemnify and keep indemnified and saved harmless the Indemnified Parties in respect of the matters stated above the non-payment or delayed payment, of the Taxes referred to above.

ARTICLE 6 – POSSESSION:

- 6.1 The Promoter shall give possession of the Apartment to the Allottee on or before..... day of _____20___. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by the Promoter in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of Force Majeure Event.

- 6.2 The Promoter shall, at the Promoter's discretion, address a communication (in writing) to the Allottee offering an inspection of the Apartment, on a specific date and time fixed by the Promoter. The Allottee shall thereupon be bound and liable to undertake such inspection along with the Project Architect and/or Project Engineer (or their authorized representatives), and to satisfy himself 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 points out to the Wing A Architect and/or Wing A Engineer any defects or deficiencies in respect of the Apartment, the Wing A Architect shall, if such objection/s raised by the Allottee is valid, enter the same, upon an Inspection Sheet which shall be signed by the Allottee and the Wing A Architect and/or Wing A Engineer. Thereupon the Promoter shall endeavour to rectify and remedy such defects or deficiencies. Other than the defects or deficiencies entered upon the Inspection Sheet, the Promoter shall not be liable to make good remedy or rectify any other defects or deficiencies. Notwithstanding anything to the contrary stated hereinabove, if the Allottee fails to attend at the inspection he shall be deemed to have fully accepted the construction, state and condition of the Apartment and shall not be entitled to raise any objection, dispute or difference whatsoever in respect thereof.

- 6.3 The Allottee explicitly agrees and confirms that until the Allottee is put in possession of the Apartment in terms of this Agreement, the Promoter shall have the unconditional and unfettered right to utilise the Apartment and other apartments/units in Wing A for any purpose whatsoever on a temporary basis, including, but not limited to, the use of the same as sample flat or show flat, 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 further agrees 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.

- 6.4 The Allottee shall, no later than fifteen (15) Days from the Date of Offer of Possession, make payment of all the then balance/remaining Aggregate Payments and complete all formalities in respect thereof, including: (a) executing a declaration-cum-undertaking in terms of a draft prepared by the Promoter, and (b) paying a security deposit (as determined by the Promoter) to the Promoter, which shall be adjusted towards the actual cost of electricity, water, utilities, debris removal and other direct expenses that may be incurred by the Promoter in relation to the Apartment. Without prejudice to the above, the Allottee shall be liable to comply with all his/her/their its obligations under this article and take possession of the Apartment no later than thirty (30) Days from the Date of Offer of Possession, failing which the Allottee shall be solely responsible/liable for all loss or damage that may be suffered by the Promoter on account of such Allottee Event of Default. It is hereby expressly agreed and clarified that the Promoter shall handover the possession of the Apartment to the Allottee only after the Allottee 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 has observed, performed and complied with all the obligations of the Allottee under this Agreement. Subject to and upon the terms, conditions and provisions hereof, the Allottee specifically agrees and confirms that the ownership of the said Apartment shall be vested in,

and take place in the name of, the Allottee, only upon the Allottee being handed over the possession of the Apartment as stated in this Agreement.

- 6.5 The Allottee (i) shall ensure that on or after taking possession of the Apartment, his interior works in the Apartment do not prejudice, affect or is contradictory in any manner to the

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approvals and sanctions obtained from the Government Authority and complied with by the Promoter in completing Wing A ;and; (ii) undertakes not to cause any damage to the Apartment and/or Wing A or any part thereof, and in the event any damage is caused, the Allottee agrees and undertakes to reimburse the Promoter all costs related to the remediation and rectification thereof. The Allottee also accepts acknowledges that as on the Date of Offer of Possession, the construction works in the Apartment shall have been completed, subject to Force Majeure Event.

- 6.6 If the Date of Offer of Possession has occurred and the Allottee has not complied with any of his obligations under this Agreement, including this article, and/or the Allottee refuses to take possession of the Apartment, then the same shall be an Allottee Event of Default. Without prejudice to its right of termination in such a case, the Promoter may, in its discretion, condone the delay, and/or default, by the Allottee on the condition that the Allottee shall, in addition to all its other liabilities and obligations herein, including payment of all Aggregate Payments, bear and pay to the Promoter the Holding Charges and other charges to upkeep the 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 is in full compliance with its obligations under this Agreement, including this article.
- 6.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee 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 Purchase 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 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. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.
- 6.8 The Allottee confirms that if and when he permitted to enter upon the Apartment, after the Date of Offer of Possession, the Allottee shall have and/or be deemed to have taken full, complete and detailed inspection thereof and approved the same in all respects and it shall be deemed to have been completed in all respects in accordance with the terms and conditions of this Agreement and consequently, the Promoter shall be discharged from its liabilities, responsibilities and obligations with regard to the same.
- 6.9 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 Wing A and apply for and obtain part occupation certificate/s thereof, whereby, on the Date of Offer of Possession, the Allottee 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, be entitled to carry out by itself or through its contractors or otherwise all remaining development and work in respect of Wing A and/or Balance Projects.
- 6.10 The Promoter has notified the Allottee and the Allottee is aware that the Common Areas & Amenities are to be shared by all allottees and purchasers of Premises in the Whole Project, and that the same will be completed on or before the Whole Project Completion subject to Force Majeure Event, whereby the amenities and facilities comprised therein shall or may not be available for use or enjoyment till such time.
- 6.11 The Promoter shall endeavor to take all such steps and precautions necessary to achieve construction, completion as contemplated herein. However, if on account of Force Majeure Event, there is any delay or anticipated delay in the Date of Offer of Possession, then the Promoter shall not be responsible or liable in any manner, and the same shall both automatically and forthwith stand extended for a period that is equivalent to the period that the Force Majeure Event continues and has continued and an additional period of thirty (30)

Days thereafter; for remobilization, in which case, the Date of Offer of Possession shall automatically stand revised to and substituted by the revised Date of Offer of Possession as communicated by the Promoter. The Allottee shall not object, raise any disputes, and/or protest, and/or hold the Promoter liable for the aforesaid delay and extension of time, and shall not be entitled to, and shall not, make, or raise, any claim, for any damages, compensation, reimbursement of expenses or any other payments.

- 6.12 If there is a delay or extension of the Date of Offer of Possession, excluding on account of any Force Majeure Event, then the sole remedy of the Allottee, on being notified (in writing) by the Promoter of the same, shall be to either: (i) continue with this Agreement, and accept the revised/extended Date of Offer of Possession as estimated and decided by the Promoter in its discretion, or (ii) to terminate this Agreement by giving a written notice to the Promoter; provided that the aforesaid right of termination shall be exercised by the Allottee 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 shall have deemed to have irrevocably opted and elected to continue with this Agreement, and shall be deemed to have waived his aforesaid option to terminate this Agreement, and shall be deemed to have accepted, all future revisions/extensions of the Date of Offer of Possession, from time to time, without any liability or obligation whatsoever on the part of the Promoter.
- 6.13 If the Allottee has opted to terminate this Agreement, and has terminated the same in strict accordance with Article (6.12), then the Promoter shall refund to the Allottee the Purchase Price Installments, received and realised by the Promoter together with Interest from the date such payments were received and realized by the Promoter after deducting (i) Taxes paid / payable and (ii) Interest payable by the Allottee on delayed payments, if any. In a situation of termination other than by virtue of Force Majeure Event, the Promoter shall additionally pay a one-time fixed pre-estimated liquidated damages of Rupees One Hundred only per square meter of the Carpet Area (RERA) of the Apartment (which the Parties consider to be reasonable, and not as a penalty), but no other penalties, damages or liabilities. Upon such termination, the Allottee 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 aforesaid notice of termination shall be and be deemed to be the date on which this Agreement has stood terminated and cancelled. The aforesaid amounts shall be refunded/paid within thirty (30) Days from the execution and registration of the Deed of Cancellation by the Allottee.
- 6.14 Subject to the Allottee having complied with his obligations under this Agreement, including this article, if within a period of sixty (60) months from the Date of Offer of Possession, the Allottee brings to the notice of the Promoter, any Construction Defects in the Apartment, the same shall be rectified/repared by the Promoter at its own costs, or if the Promoter is of the view and opinion, in its discretion that it is not feasible or practicable to rectify/repair the same, then at its discretion the Promoter shall pay to the Allottee reasonable compensation equivalent solely to the estimated cost of rectifying the Construction Defects in the Apartment, which shall be determined by Wing A Architect and/or Wing A Engineer, in its/their sole and absolute discretion, and which determination shall be final and binding upon the Parties.
- 6.15 In spite of all the necessary steps and precautions taken while designin and constructing Wing A, 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 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 and any other persons and occupants of the Premises in Wing A. The Allottee agrees and covenants not to hold the Promoter liable and/or responsible in respect thereof.

ARTICLE 7 - RECREATIONAL FACILITIES IN THE WHOLE PROJECT:

- 7.1 The Common Areas & Amenities, as currently planned include Whole Project, a proposed amenities, and certain recreational facilities for the benefit of all allottees, purchasers and occupiers of Premises in the Whole Project. Subject to the Allottee complying with, observing and performing all the terms and conditions of this Agreement, including making payment of the Aggregate Payments, the Allottee will be entitled to apply for and take up membership of such amenities, subject to Force Majeure Event, the Allottee may access, use, and enjoy the same, in respect of which the Allottee will be liable to comply with the terms and conditions, and make payment of the fees and charges as may be decided by the Promoter.
- 7.2 The Promoter has informed the Allottee of the following facts, matters and circumstances that shall pertain to the amenities and recreational facilities, which the Allottee has fully accepted, agreed and confirmed that is:
- 7.2.1 the amenities and recreational facilities shall be constructed and shall have the equipment, infrastructure, amenities and facilities as the Promoter deems fit, in its discretion;
- 7.2.2 the use, benefit and enjoyment of the amenities and recreational facilities shall be, inter alia, for all allottees, purchasers and occupiers of Premises in the Whole Project (collectively, "**the Users**");
- 7.2.3 The management and operations of the amenities and recreational facilities shall, until handed over by the Promoter jointly to all Entities & Organisations and/or Federation formed and constituted by the Promoter in respect of the Whole Project, shall be under the sole, exclusive and absolute control of the Promoter, and/or the PMC (if appointed by the Promoter), who shall be entitled to inter alia, frame, and implement, the aforesaid rules and regulations in respect thereof;
- 7.2.4 The entitlement to use the amenities and recreational facilities is and shall be personal to the Allottee 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 or their assigns, to any persons ("**the Premises Transferees**"), the Premises Transferees shall solely be entitled to use and enjoy the amenities and recreational facilities in the place and stead of the Allottee (who shall automatically and forthwith cease to be entitled to access, and enjoy the same), subject to the Premises Transferees making the necessary applications for membership and completing all formalities as may be required of them, at such time. Under no circumstances, shall the Allottee or any Premises Transferees be entitled to use, enjoy or access the amenities and recreational facilities after he has sold and transferred the Apartment;
- 7.2.5 There may be recreational, social and other related events, performances, activities, parties, gatherings, etc. held in the amenities, and/or in the recreational facilities during the day or night, by the Promoter, and/or the PMC, and/or Users. The Allottee for himself and as a prospective member of the applicable Entity & Organisation, to be formed in respect of Wing A shall not be entitled to raise any disputes, differences, or objections in and/or hinder, restrict, obstruct or interfere;
- 7.2.6 If, prior to the operations, administration, management, charge and control of the amenities and recreational facilities is handed over to the Federation to be formed in respect of the Whole Project, the actual charges and expenses required to be made for maintenance thereof, may exceed the amount so received collectively from all the aforesaid purchasers, allottees and occupants, then the Promoter, and/or the PMC, shall be entitled to call for and demand such additional amounts from all Users, and/or the Entity & Organisation and/or Federation;

7.2.7 In addition to the charges and expenses referred to in Article (7.2.6), there would be charges including one-time, or per day, or per use, charges, in respect of any of the amenities, or facilities, or services available, and/or provided in and from the amenities and recreational facilities, 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 upon payment thereof.

ARTICLE 8 - OTHER RIGHTS & POWERS OF THE PROMOTER:

- 8.1 The Promoter may avail of financial assistance, including any construction/corporate loans, infrastructure loans, from bank/s, financial institution/s, and/or person/s against security of all projects, including the Whole Project Land and/or the Whole Project and/or the Balance Projects, 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.
- 8.2 The Promoter agrees that: (a) 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, free of the same, (b) on or prior to the execution of the Deed/s of Transfer in favour of the Entity & Organisation as provided in Article (11), the Promoter shall obtain a letter releasing mortgage or charge of such bank/s, and/or financial institution/s, and/or person/s, over Wing A alone, such that Wing A is freed from such encumbrances, and (c) prior to the execution and registration of the Deed/s of Transfer in favour of the Federation as provided in Article (11), the Promoter shall obtain a letter releasing the mortgage or charge of such bank/s, and/or financial institution/s, and/or person/s, over the balance development of the projects and the Whole Project Land, such that the same are freed from such encumbrances. The Promoter agrees that post the execution of this Agreement, any mortgage or charge shall not affect the right and interest of the Allottee under this Agreement.
- 8.3 The person/s in whose favour the Promoter has granted or created, or agreed to grant or create, any mortgage, charge or security interest in respect of any unsold Premises in the Whole Project, may himself or jointly with the Promoter, be admitted as and made members of any of the Entities & Organisations to be formed in respect of the Whole Project, without him 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 shall not raise any objection.
- 8.4 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 & Organisations and/or the Federation to be formed in respect of the Whole Project including Wing A, as the case may be, in respect of any unsold/unallotted Premises.
- 8.5 The Promoter and/or Promoter Affiliates shall in its discretion, control the placement, installation and provision of any types of temporary and permanent signage and hoardings (including neon, backlit and illuminated signage and hoardings) of whatsoever nature upon and in the Whole Project and/or any part thereof till such time as the Deed/s of Transfer are executed and registered in favour of the Federation to be formed in respect of the Whole Project. Further, the Promoter and/or the Promoter Affiliates shall always have full complete and unrestricted access to such hoardings, and signage. Without prejudice to the generality of the foregoing clauses, the Promoter and/or Promoter Affiliates shall have full rights, in its/their discretion, to install its/their name/s and any other Promoter Intellectual Property at one or more places or in or upon the Whole Project Land and/or upon Wing A and/or Balance Projects and/or any Common Areas & Amenities, and/or at the entrances and exits thereof. The Promoter and Promoter Affiliates have, shall always have and reserve/s, to themselves

full and free right of way and means and access to such place or places for the purpose of installing, maintaining and replacing such hoardings and signage.

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

ARTICLE 9 - COVENANTS AND OBLIGATIONS OF ALLOTTEE:

- 9.1 The Allottee is fully and completely informed and is aware that all Informative Materials, and/or all matters related or incidental thereto, have been, and always will be, merely for the sake of convenience, whereby the terms, conditions, and provisions of this Agreement shall solely and exclusively apply and control.
- 9.2 The show/sample apartment/unit including all furniture, items, electronic goods, amenities etc., if any, are only for representational purposes for depicting lifestyle and illustrating a possible option of the design and layout of the apartment/unit. The Promoter is not liable or obligated to provide the Apartment as per show/sample apartment/unit with furniture, items, electronic goods, amenities etc. therein.
- 9.3 On and after the Date of Offer of Possession, the Allottee shall: (a) use the Apartment, and permit the Apartment to be used only as a residential purpose, and (b) use the Parking Space/s, and permit the same to be used, solely for parking the Allottee's own two-wheelers/ four-wheelers (light motor vehicles).
- 9.4 The Allottee is aware that Project A, has been defined only for the purpose of registration of Wing A as a "real estate project" as per RERA and transfer and conveyance of the Whole Project shall be as per terms of Article (11).
- 9.5 The Allottee, with the intention to bind all persons in whose so ever hands the Apartment may come, hereby agree/s, confirm/s undertake/s and covenant/s with the Promoter as follows:
- 9.5.1 to maintain the Apartment at the Allottee's own costs and expenses in good and tenantable repair, order and condition and to carry out all internal maintenance and repairs to the Apartment such that the same is in the same state and condition, as it was on the Date of Offer of Possession in terms of Article (6) hereinabove, and not to do or suffer or permit to be done anything therein including any changes or alterations thereto, and/or to any part of Wing A and/or any of the Common Areas & Amenities which are, or may be, contrary to the terms of this Agreement, and/or rules, regulations, or bye-laws, of the Promoter, and/or the PMC, and/or any Governmental Authority, and/or the Entity & Organisation in respect of Wing A (as and when formed and registered by the Promoter) and/or the Federation in respect of the Whole Project (as and when formed and registered by the Promoter), as the case may be;
- 9.5.2 to submit plans and specifications in respect of permissible alterations to the Apartment and after obtaining prior written approval in respect thereof from the concerned Governmental Authority and the Promoter;
- 9.5.3 to rectify and make good any unauthorised and/or unlawful alterations and/or damage thereto within seven (7) Days from the date of receipt of a written notice from the Promoter, and/or from any Governmental Authority, in that regard;
- 9.5.4 to bear and pay all increases in outgoings, the Taxes, as well as all water charges, insurance premia and other levies, imposed on account of any change permitted (as provided herein) to be made in the user of the Apartment by the Allottee;

- 9.5.5 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 has taken possession of the Apartment in terms and in accordance with this Agreement) until the Allottee has complied with all his obligations under this Agreement;
- 9.5.6 shall also observe and perform all the stipulations and conditions laid down by the Entity & Organisation, regarding the occupancy and use of the Apartment and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement;
- 9.5.7 to contribute his share of expenses towards painting, repairs, waterproofing, refurbishment and structural audits and fire audits (including fire safety audits) of Wing A and the Common Areas & Amenities, or at such intervals as may be stipulated by the Promoter and/or Entity & Organisation;
- 9.5.8 on and after the Allottee is permitted to enter upon the Apartment, after the Date of Offer of Possession in terms of Article (6), to make suitable arrangement for removal of debris arising out of any interior decoration, renovation, furniture making or any other allied work in the Apartment. In case such debris is not removed by the Allottee, then the Allottee shall pay/reimburse to the Promoter, the cost incurred in the removal of such debris;
- 9.5.9 in case of non-availability and/or shortage of water supply from MCGM or Governmental Authority, Promoter or Entity & Organisation, as the case may be, shall endeavor to arrange either through tankers or any other source, then in such case the Allottee shall contribute his share of expenses;
- 9.5.10 upon and after the Allottee is permitted by the Promoter to enter upon the Apartment as provided herein and until the Whole Project Completion subject to Force Majeure Event, as contemplated herein, the Promoter, and/or Promoter Affiliates, and/or any Governmental Authority and their respective officers, agents, or representatives, including the PMC, Wing A Architect, Wing A 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, Wing A 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 Whole Project;
- 9.5.11 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 Wing A, or the storing of which goods, objects or materials is objected to or prohibited by the Promoter, and/or the PMC, and/or any Governmental Authority, and shall not carry or cause or permit to be carried heavy packages to upper floors which may damage or may be likely to damage the lifts or the entrances, staircases, common passages or any other structure, or part, of Wing A and to be liable for all damage that may be caused thereto by the Allottee;
- 9.5.12 the wet and dry garbage generated in and from the Apartment shall be separated by the Allottee and the wet garbage generated in and from the Whole Project shall be treated separately by the allottees/purchasers/occupants of the Premises of Whole Project within Whole Project Land;
- 9.5.13 not to throw dirt, rubbish, rags, garbage or other refuse, or permit the same to be thrown from the Apartment, in the compound or any portion of Wing A and/or the Common Areas & Amenities;

9.5.14 Not, without the prior written permission of the Promoter, and/or the PMC:

9.5.14.1 to carry out or undertake any painting, decoration, or other work, to the exterior of, or outside, the Apartment;

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

9.5.14.3 to cover or enclose in any manner whatsoever, the open terrace/s, the open balcony/balconies or other open space/s (if any) forming part of or appurtenant to the Apartment as also 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;

9.5.14.4 to hang clothes, garments or any other thing from the windows or balcony/ies of, or appurtenant to, the Apartment;

9.5.14.5 to do or permit or suffer to be done any act, deed, matter or thing which may render void or voidable any insurance of Wing A, 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;

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

9.6 Open terraces, open balcony / balconies, and/or other open areas, if any, forming part of and attached/appurtenant to any of the Premises in the Whole Project are intended for and shall be exclusively used and occupied by the respective allottees/purchasers of the concerned Premises who shall never be entitled to enclose such open terraces without the prior permission in writing of the Promoter and Governmental Authority, and in case such permissions are granted by the Promoter, the Governmental Authority, the concerned allottees/purchasers of such Premises in the Whole 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 agrees 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 is aware that certain parts of the Wing A and the Whole 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 waives his right to raise any dispute in this regard.

9.7 The Allottee shall, if and whenever requested by the Promoter hereafter, and within seven (7) Days of receiving the Promoter's written intimation in this regard, sign, execute and deliver to the Promoter in such form as may be desired by, it, any applications, consents, deeds, writings, etc. recording the confirmations and consents given and granted in this Agreement, and shall attend the office of the Promoter for this purpose.

9.8 Notwithstanding that the Allottee may contemplate availing of, or has availed of, a loan in respect of the purchase of the Apartment, and/or the Allottee has mortgaged, or will mortgage the Apartment with such bank or financial institution (which is to be subject to the issuance by the Promoter's no objection/consent letter to such bank or financial institution) to secure such loan it shall be sole and entire responsibility of the Allottee to ensure that the payment of the Aggregate Payments, including the Purchase Price and every part thereof is completed, and the Promoter shall never be liable or responsible for the repayment of any

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

- 9.9 If the Allottee is a non-resident Indian citizen, or a foreign national/citizen (whether or not the Allottee is a Person of Indian Origin (PIO) and/or an Overseas Citizen of India (OCI), then it shall be his sole obligation and liability to comply with the provisions of all applicable laws, including Foreign Exchange Management Act, 1999, Reserve Bank of India rules and regulations, exchange control regulations and all other applicable/necessary requirements, rules, regulations, guidelines etc. of the Government or any other authority, from time to time, including those pertaining to remittance of payment for acquisition of immovable properties in India. Refunds (if any) to Non-Resident Indians (NRI) and foreign citizens of Indian origin shall be made in Indian Rupees.
- 9.10 The Allottee has gone through the representations made by the Promoter on the website of the Government Authority as required by RERA and shall keep himself updated with all the matters relating to the Whole Project including Wing A that the Promoter will upload from time to time.
- 9.11 The Wing A and Whole Project shall always be called/known by the name stated in "**Annexure - __**" hereto, which name shall not be changed without the prior written permission of the Promoter, and thus shall, at all times, be binding upon the Allottee and all allottees/purchasers of Premises in Wing A and the Whole Project.
- 9.12 All terms, conditions, covenants, stipulations and provisions contained in any agreement/s, undertakings or writings given, or to be given, to Governmental Authority, and in respect of Approvals, and/or special rights and privileges and building agreement/s made or executed or to be made or executed in respect of the Premises in Wing A and the Whole Project, shall be binding upon the Allottee and all allottees/purchasers/occupants of Premises in the Whole Project.
- 9.13 The Allottee irrevocably agrees, confirms and undertakes that the covenants and obligations herein, on his part and strict observance and performance thereof, are made, given and to be observed and performed both in his s personal capacity, and as prospective member/s of the Entity & Organisation.

ARTICLE 10 - REPRESENTATIONS OF THE PROMOTER:

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

- 10.1 the Promoter holds rights and entitlements to develop the Whole Project Land;
- 10.2 the Promoter shall apply for all necessary Approvals from time to time in respect of Wing A and the Whole Project;
- 10.3 the Promoter has not entered into any agreement for sale or any other agreement/arrangement with any person or party with respect to the Apartment; and;

10.4 the Promoter is entitled to enter into this Agreement, for agreeing to allot and sell the Apartment in the manner contemplated herein.

ARTICLE 11 - ENTITIES & ORGANISATIONS; FEDERATION; TRANSFER:

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

- 11.1.1 on or before Wing A Completion, the Promoter shall initiate the process of applying for the formation of the Entity & Organisation, to comprise, inter alia, the Allottee and other allottees/purchasers of Premises in Wing A.
 - 11.1.2 The Promoter shall within three months of obtaining the Occupation Certificate of Wing A, transfer the right, title and interest in the structure of the habitable floors of Wing A alongwith limited common areas & amenities related thereto to the Entity & Organisation to be formed and constituted for Wing A, subject to such terms as may be determined by the Promoter.
 - 11.1.3 The Promoter shall within three months of obtaining the Occupation Certificate of each of the Balance Projects, transfer the right, title and interest in the structure of the habitable floors of each of the Balance Projects alongwith limited common areas & amenities related thereto to such Entities & Organisations to be formed and constituted for the Balance Projects respectively, subject to such terms as may be determined by the Promoter.
 - 11.1.4 The Promoter shall convey and transfer the balance structures including Common Areas & Amenities and balance Limited Common Areas & Amenities (below the habitable floors of each of the building/structure) along with the Land thereunder by and under the Deed/s of Transfer to such Federation within three (3) months of the happening of the following events:
 - (a) the receipt of the full occupation certificate of the last building/structure of the Whole Project Land; and;
 - (b) receipt of the entire purchase price, consideration and other charges & deposits by the Promoter from all allottees/purchasers of the Premises in the Whole Project.
- 11.2 The nature, type and constitution, of the Federation, and its rights, powers, and authorities shall be determined by the Promoter. It is clarified that the Federation shall hold title as aforesaid subject to parking allocations/reservations in respect of Whole Project, and the rights of the respective allottees/purchasers of Premises in the Whole Project to use and enjoy vehicle parking spaces as amenities attached to their respective Premises. Further, the Promoter will handover all the sanctions, Approvals, Plans, etc as may be required to the respective Entity & Organisation and/or Federation.
- 11.3 As stated hereinabove, the Federation shall be granted the Proposed Lease, and shall own and hold the Common Areas & Amenities, for the benefit of all Entities & Organisations formed in respect of the Whole Project, and their respective members. Accordingly, all costs, charges, expenses, liabilities, lease rent, taxes, maintenance charges, capital and revenue expenses related to, and arising from, the remaining Whole Project Land and the Common Areas & Amenities shall be proportionately borne, paid and discharged by the Entities & Organisations formed and constituted in respect of the Whole Project, based upon the

aggregate Carpet Area (RERA) including open/enclosed/utility balconies thereof of all the Premises of the Whole Project.

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

11.4.1 Entity & Organisation formed in respect of Wing A make full, true and requisite disclosure of the nature of its title to Wing A; and;

11.4.2 Federation make full and true disclosure of the nature of its title to the Whole Project Land and the remaining development of the Whole Project to the Federation, as well as encumbrances thereon, if any, including any right, title, interest or claim of any person/s in, to or upon the same.

11.5 The Allottee agree and confirm, personally and as prospective member/s of the applicable Entity & Organisation, that he is not entitled to and shall never raise any objection or dispute and/or claim any compensation, if the area of the Whole Project Land and/or the remaining development of the Whole Project, 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 by herein, including virtue of any Reservations, encroachments, spaces for sub-station (by electricity supply company), if any, and/or the Reservations being handed over and transferred to and/or acquisition of any portion of the Whole Project Land by the Governmental Authority, during the course of developments of the Whole Project Land, or for any other reason whatsoever. It is clarified that the aforesaid transfer excludes or is subject to: (i) any portions of the Whole Project Land handed over to concerned Governmental Authority or utility providers pursuant to any reservations, amenity space requirements, transfers of utilities and/or otherwise, and, (ii) any encroached areas which will be transferred on an "as is where is basis", as may be determined by the Promoter in its discretion.

11.6 Without prejudice to the generality of the foregoing provisions, the Promoter has put the Allottee to notice of the following matters, facts and disclosures which the Allottee has agreed and accepted that the development of the Whole Project in phases upon the Whole Project Land contemplates the utilization of part/portion of the Development Potential, which may not be proportionate to the FSI and development potential attributable to and arising out of the Whole Project Land. The Allottee for himself and as a prospective member of the Entity & Organisation, shall not be entitled to raise any claim or dispute in respect thereof.

11.7 All the documents, writings, Deed/s of Transfer etc., to be executed in the conveyance/s and transfer/s and all other related documents and writings to be executed in relation thereto and/or in pursuance thereof, including bye-laws, rules and regulations of the Entity & Organisation formed in respect of Wing A and the Federation formed in respect of the Whole Project, and all writings, forms, applications, etc. in relation to the proposed formation and registration thereof, shall all be prepared and approved by the Advocates and Solicitors appointed by the Promoter, and the same shall contain such terms, conditions, covenants, stipulations and provisions, including those contained in this Agreement including reserving the rights, powers, authorities and benefits of the Promoter, as the Promoter deems fit.

11.8 The Entities & Organisations and/or Federation to be formed and constituted in respect of Wing A and Whole Project respectively, shall be known by such names as the Promoter may decide, which names shall not be changed by the Allottee and/or any other purchasers and/or the Entity & Organisation, and/or the Federation without the prior written consent of the Promoter.

11.9 The Allottee shall co-operate with the Promoter and shall sign and execute application forms, papers, declarations, documents and other writings for registration of the Entity & Organisation to be formed and constituted in respect of Wing A and do all necessary acts and deeds, so as to enable the Promoter to respectively register the Entity & Organisation.

- 11.10 Unless and until the Allottee is in full compliance of the terms and conditions of this Agreement including the payment of the Aggregate Payments to the Promoter, the Entity & Organisation shall not issue and deliver a share certificate to the Allottee.
- 11.11 All, without limitation costs, charges and expenses in respect of the formation and registration of (i) Entity & Organisation, in respect of Wing A, shall be borne and paid by all the allottees, purchasers and transferees of all the Premises in the Whole Project; (ii) the Entities & Organisations, in respect of the Balance Projects, shall be borne and paid by all the allottees, purchasers and transferees of all the Premises in the Balance Projects; (iii) the Federation, shall be borne and paid by all the Entities & Organisations formed in respect of the Whole Project as set out hereinabove, and the Promoter shall not bear or pay the same or contribute towards the same at all. If any delay or default is made in the payment or reimbursement of such costs, charges or expenses, for any reason whatsoever, the Promoter shall never be held responsible or liable for any delay in the formation and registration of the Entity & Organisation, and/or Entities & Organisations, and/or the Federation.

ARTICLE 12 – TERMINATION:

- 12.1 The Allottees agree and confirm that, without prejudice to all the rights, powers, authorities, discretions, entitlements and remedies of the Promoter under this Agreement, and Applicable Law, the Promoter shall be entitled, in its discretion, to terminate and cancel this Agreement in the circumstances set out in Article (12.2) and/or (12.3) hereinbelow.
- 12.2 If due to Applicable Law, and/or any action of Governmental Authority, and/or any legal action, circumstances, or reasons, and/or any Force Majeure Event, the Promoter, in its discretion, is of the opinion that the Whole Project or any part thereof, including construction of Wing A shall or may be suspended, or stopped, for twelve (12) consecutive months, or more, 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. On the delivery of such notice to the Allottee, 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.
- 12.3 Within the time specified hereinafter after such termination, the Promoter shall refund the Purchase Price installments received and realised by the Promoter, together with Interest thereon from the date such payments were received and realized by the Promoter up to the date of termination of this Agreement or the date of refund as referred to in the Deed of Cancellation mentioned herein below, together with an agreed one-time fixed pre-estimated liquidated damages amount of Rupees One Hundred only per square meter Carpet Area (RERA) of the Apartment (which Parties consider to be reasonable, and not as a penalty) after deducting (i) all costs, charges and expenses incurred by the Promoter for provision / installation in the Apartment of any extra or premium fixtures, fittings, etc., in place of or in addition to the standard fixtures, fittings, etc. to be provided therein, as may have been required by the Allottee; together with, (ii) all costs, charges and expenses incurred by the Promoter for the white good/s, commodity/ies, gift/s, service/s or facility/ies, if provided free of cost, or at a concessional rate/price, as and by way of promotional activity or otherwise, to the Allottee; together with, (iii) Taxes paid / payable; and together with, (iv) all charges / fees / Pre EMIs / interest (by whatsoever name called), if any paid / required to be paid by the Promoter to banks or financial institutions or any other financiers, including any charges that may be paid / required to be paid by the Promoter under subvention scheme and/or any other scheme.
- 12.4 The aforesaid refund amount, with Interest thereon, and pre-estimated liquidated damages as mentioned in this Article shall be refunded / paid by the Promoter to the Allottee (or at the sole option of the Promoter to the bank/financial institution from whom the Allottee has availed of a housing loan) within thirty (30) Days from the date of execution and registration of a Deed of Cancellation (in terms of a draft prepared by the Promoter) recording the termination and cancellation of this Agreement and any related and incidental documents

and writings, if called upon by the Promoter to do so. It is agreed and clarified that other than the aforesaid refund amount with Interest thereon and pre-estimated liquidated damages as mentioned in this Article to be paid, the Promoter shall not be liable to make payment of any further or other amount, damages, compensation amounts, or liabilities to the Allottee. It is further agreed and clarified that in the event the Promoter does not call upon the Allottee to execute and register the aforesaid Deed of Cancellation, then the aforesaid refundable amount with Interest thereon, and pre-estimated liquidated damages as mentioned in this Article, shall be refunded / paid by the Promoter within thirty (30) Days from the date of termination of this Agreement.

12.5 If the Allottee commits three Defaults, the Promoter shall be fully and freely entitled, in its discretion, and without prejudice to all its rights and remedies herein, and under Applicable Law, to deliver to the Allottee a fifteen (15) Day prior notice in writing of its intention to terminate and cancel this Agreement, and if the Allottee fails, refuses and neglects to remedy or rectify such Allottee 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 the cancellation and termination as envisaged in this Article (12.3), the Allottee shall be liable to bear and pay the Liquidated Damages and the Other Reimbursements/Amounts Payable On Termination to the Promoter. In view thereof, the Liquidated Damages and the Other Reimbursements/Amounts Payable On Termination shall be deducted and appropriated by the Promoter from and out of the Purchase Price paid by the Allottee and received and realised by the Promoter, and the net balance thereof, shall be paid by the Promoter to the Allottee (or at the sole option of the Promoter to the bank/financial institution / financier from whom the Allottee has availed of a housing loan), within thirty (30) Days of the execution and registration 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.

12.6 It is agreed and clarified that other than the aforesaid amount, the Promoter shall not be liable to refund, bear, pay and discharge to the Allottee any other amounts, charges, liabilities, compensation or damages. 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, the same shall be paid by Allottee 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.

12.7 It is agreed and confirmed by the Allottee that upon the termination and cancellation of this Agreement, under any of the terms, conditions and provisions of the Agreement, including under Article (12.2) or (12.3), the following shall forthwith apply and bind the Allottee, that is:

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

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

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

12.5 It is irrevocably agreed and confirmed by the Allottee that in the event the Allottee fails, refuses and/or neglects to come forward to sign/execute the Deed of Cancellation as referred to in Articles (6.13), (12.2) or (12.3) of this Agreement, and admit execution thereof before the concerned Office of the Sub-Registrar of Assurances at Mumbai, within a period of fifteen (15) days from the date the Promoter has called upon the Allottee to do so, then in such an event the Promoter shall be entitled to, and shall have the absolute and irrevocable right and authority, to sign and execute the Deed of Cancellation and all related and/or incidental deeds, documents and writings in respect thereof (hereinafter collectively referred to as the "**Cancellation Documents**") for and on behalf of the Allottee and get the same, or such of them as may be required, registered with the concerned Office of the Sub-Registrar of Assurances at Mumbai, and to do, execute and perform all acts, deeds, things and matters related and/or incidental thereto, for and on behalf of the Allottee and for the said purposes, the Allottee hereby irrevocably nominates, constitutes, appoints and authorises the Promoter, acting through any of its directors or authorised representatives, from time to time, to be the constituted attorney of the Allottee and in the name, and for and on behalf, of the Allottee, to do, execute and perform the following acts, deeds, things and matters, that is to say:-

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

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

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

12.5.4 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 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.

ARTICLE 13 – INSURANCE:

Upon Wing A Completion and Balance Project, 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 own cost and liability. The cost of the insurances to be obtained by the Promoter shall be recovered from the Allottee as a part of the Other Charges & Deposits and the Allottee shall bear and pay the same.

ARTICLE 14 – INDEMNITY:

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

ARTICLE 15 - NO LIABILITY:

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

ARTICLE 16 - GENERAL PROVISIONS:

16.1 Interest; Other Charges

Without prejudice to all the Promoter's rights and remedies herein, and under Applicable Law, the Allottee 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 liability to pay Interest as aforesaid, the Allottee 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 such outstanding amounts, charges and liabilities, including Interest as aforesaid under this Agreement.

16.2 Allottee Obligation of Confidentiality

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

16.2.1.1 is required by Applicable Law to be disclosed;

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

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

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

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

16.3 **Intellectual Property**

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

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

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

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

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

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

16.5 **Notices**

All notices, intimations, demands, correspondence and other communications to be served on the Allottee 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 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 and the Promoter, respectively, as recorded in the Statement annexed hereto and marked "**Annexure -__**" hereto.

16.6 Waiver

16.6.1 Neither this Agreement, nor any term or clause 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 retrospectively or prospectively) by the parties; provided however that, no such waiver shall extend to or affect any obligation of a Party not expressly waived by the other Party, or impair any right consequent therein.

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

16.7 Promoter's Rights Cumulative

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

16.8 Severability

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

16.9 Entire Agreement

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

16.10 Registration

16.10.1 The Promoter and the Allottee 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 concerned Office of the Sub-Registrar /Joint Sub-Registrar of Assurances at Mumbai, and admit execution hereof. If the Allottee fails or neglects to present and lodge this Agreement for registration and/or admit execution thereof, for any reason whatsoever, the Promoter will not be liable or responsible for the non-registration of this Agreement and for the consequences arising therefrom, nor shall the Promoter be liable to pay any penalty for their late attendance to complete the registration formalities.

16.10.2 The Allottee has been informed, and is aware, that that this Agreement is to be executed and registered with the concerned Office of the Sub Registrar of Assurances at Mumbai, upon making payment of 10% of the Purchase Price and failure of the same may result in action by the RERA Authorities. In view thereof, the Allottee agrees and accepts that he shall be solely liable and responsible for all the cost, charges and consequences that the Promoter may incur on account of the

failure of the Allottee to execute and register this Agreement with the concerned Office of the Sub Registrar of Assurances at Mumbai.

16.11 Binding Effect

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

16.12 Costs

16.12.1 All costs, charges and expenses, including stamp duty and registration charges payable upon and in respect of this Agreement, and all related and incidental documents and writings shall be borne and paid solely by the Allottee.

16.12.2 All costs, charges and expenses, stamp duty, registration charges, Taxes etc arising, and/or payable, in respect of all deeds, documents, instruments and writings incidental or related to this Agreement, and/or to be executed in pursuance hereof, that is: (i) transfer and conveyance of structure of Wing A to the Entity & Organisation, (ii) transfers and conveyance of structures of the Balance Projects to the respective Entities & Organisations formed in respect thereof, (iii) the transfer and conveyance of the balance/remaining development of the Whole 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 Federation and the grant of the Proposed Lease of the Whole Project Land to the Federation; 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 and by the allottees/purchasers of Premises and/or the Entity & Organisation in respect of Wing A, (b) in respect of, documents and writings referred to in (ii) above be proportionately borne and paid by the allottees/purchasers of Premises and/or the Entities & Organisations formed in respect of the Balance Projects, 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 Wing A and the Balance Projects and/or the Federation, in respect of the Whole Project. The Promoter shall not be liable to bear and pay any such liabilities, or contribute towards the same.

16.13 Successors and Assigns

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

16.13.2 The Promoter shall always be entitled, in its discretion, to assign this Agreement, and/or all, or any of, its rights and obligations under this Agreement, to any Promoter's Affiliates.

16.14 Defect Liability Period

If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, 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 shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

16.15 Laws

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

16.16 Dispute Resolution

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

16.17 Jurisdiction

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

16.18 Survival

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

THE FIRST SCHEDULE ABOVE REFERRED TO:
(Description of "the Whole Project Land")

All that piece and parcel of the First Land, admeasuring approximately 8.755.10 square meters or thereabouts and of the Second Land admeasuring approximately 2,297 square meters or thereabouts (2,131.20 square meters as per Property Register Card) bearing CTS No. 27/A (Part) of Village Wadhvalli, Chembur, Taluka Kurla, within the Registration District and Sub District of Mumbai Suburban.

On or towards the North : by 36 wide C. G. Road ;

On or towards the South: by 9 sq.metres ;

On or towards the East : by 13.4 sq.metres ;

On or towards the West : by M.S 21 and 22 Buildings.

A.DESCRPTION OF THE COMMON AREAS PROVIDED IN THE WHOLE PROJECT:

SR NO	TYPES OF COMMON AREA PROVIDED	PROPOSED DATE OF OCCUPANCY CERTIFICATE	PROPOSED DATE OF HANDOVER FOR USE	SIZE AREA OF THE COMMON AREAS PROVIDED
1.	Driveways			
2.	Security Cabin			
3.	Entrance Lobby (Ground floor level)			
4.	Typical Lift lobby			
5.	Elevators with Auto Rescue Device (ARD)			
6.	Society Office			
7.	Fitness Centre			
8.	Swimming Pool			
9.	Landscape Garden			
10.	Water tanks (Fire tank, Domestic tanks, pump rooms, etc. As per Local Norms)			
11.	STP & Organic Waste converter			
12.	Hydrant system and such other fire safety facilities in the common areas of the said Building as per the Fire norms & CFO norms.			
13.	Fire alarm system and public address (PA) system for common areas.			
14.	CCTV surveillance in selected common areas as determined by the Promoter.			

B). FACILITIES/ AMENITIES PROVIDED/TO BE PROVIDED WITHIN THE BUILDING/ WING A INCLUDING IN THE COMMON AREA OF THE BUILDING/WING A:

SR NO	TYPES OF FACILITIES / AMENITIES PROVIDED	PHASE NAME / NUMBER	PROPOSED DATE OF OCCUPANCY CERTIFICATE	PROPOSED DATE OF HANDING OVER TO THE SOCIETY / COMMON ORGANIZATION	SIZE / AREA OF THE FACILITIES / AMENITIES	SIZE / AREA OF THE FACILITIES / AMENITIES	FSI UTILIZED OR FREE OF FSI
1.	Entrance Lobby						
2.	Lifts / Elevators						
3.	Corridors / Passages						
4.	Staircase and Staircase Landings						
5.	Refuge Area						

C). FACILITIES/ AMENITIES PROVIDED/TO BE PROVIDED WITHIN THE LAYOUT AND/OR COMMON AREA OF THE LAYOUT:

SR NO	TYPES OF FACILITIES / AMENITIES PROVIDED	PHASE NAME / NUMBER	PROPOSED DATE OF OCCUPANCY CERTIFICATE	PROPOSED DATE OF HANDING OVER TO THE SOCIETY / COMMON ORGANIZATION	SIZE / AREA OF THE FACILITIES / AMENITIES	SIZE / AREA OF THE FACILITIES / AMENITIES	FSI UTILIZED OR FREE OF FSI

D.) THE SIZE AND THE LOCATION OF THE FACILITIES / AMENITIES IN FORM OF OPEN SPACES (RG/ PG ETC.) PROVIDED / TO BE PROVIDED WITHIN THE PLOT AND/ OR WITHIN THE LAYOUT.

SR NO	TYPE OF OPEN SPACES (RG / PG) TO BE PROVIDED	PHASE NAME / NUMBER	SIZE OPEN SPACES TO BE PROVIDED	PROPOSED DATE OF AVAILABILITY FOR USE	PROPOSED DATE OF HANDING OVER TO THE COMMON ORGANIZATION

E.) DETAILS AND SPECIFICATIONS OF THE LIFTS:

SR NO	TYPE LIFT (PASSENGER / SERVICE/ STRETCHER / GOODS / FIRE EVACUATION / ANY OTHER)	TOTAL NO OF LIFTS PROVIDED	NUMBER OF PASSENGER OR CARRYING IN WEIGHT (KG)	SPEED (MTR/SEC)
1.	Passenger Lifts	As per Approval	08 pax	2.5 m/sec
2.	Stretcher Lift	As per Approval	12 pax	2.5 m/sec

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THE SCHEDULE
(Agreed Installments of the Purchase Price)

The Total Purchase Price agreed to be paid by the Allottee to the Promoter in respect of the Apartment is **Rs.[●]/-** (**Rupees [●]** only) and is agreed to be paid by the Allottee to the Promote in the following agreed instalments-

Installment no.	Amount	Amount (in words) and time of payment
1.	Rs. [●]	(Rupees [●] only) by way of Booking Amount has been paid on or before the execution of this Agreement, the payment and receipt whereof the Promoter hereby admit and acknowledge (not exceeding 10 % of the Total Purchase Price);
2.	Rs. [●]	(Rupees [●]only) shall be paid on [●](not exceeding 30 % of the Total Purchase Price) to be paid to the Promoter after execution of this Agreement;
3.	Rs. [●]	(Rupees [●]only) shall be paid on [●] (not exceeding 45 % of the Total Purchase Price) to be paid to the Promoter on completion of the Plinth of Wing A in which the Apartment is located;
4.	Rs. [●]	(Rupees [●]only) shall be paid on [●] (not exceeding 70 % of the Total Purchase Price) to be paid to the Promoter on completion of the slabs including podiums and stilts of the Wing A in which the Apartment is located;
5.	Rs. [●]	(Rupees [●]only) shall be paid on [●](not exceeding 75 % of the Total Purchase Price) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the Apartment ;
6.	Rs. [●]	(Rupees [●]only) shall be paid on [●] (not exceeding 80 % of the Total Purchase Price) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the Apartment;
7.	Rs. [●]	(Rupees [●]only) shall be paid on [●] (not exceeding 85 % of the Total Purchase Price) to be paid to the Promoter on the external plumbing and external plaster, elevation, terraces with waterproofing, of Wing A in which the Apartment is located;
8.	Rs. [●]	(Rupees [●]only) shall be paid on [●](not exceeding 95 % of the Total Purchase Price) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas.
9.	Rs. [●]	(Rupees [●]only) against the Allottee taking possession of the Apartment or within fifteen days of the Promoter intimating the Allottee of the completion of the Apartment (after receipt of the Occupation Certificate in respect of the Wing A), whichever is earlier.
	Rs. [●]	TOTAL

(Rupees [●])

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

SIGNED by the within named "the Promoter "

VENSCO PROJECTS LLP]

Vide its Board Resolution dated _____,2025]

through one of its Designated Partner]

Mr. _____]

Signature	Photograph	Left Hand Thumb Impression

In the presence of]

1. _____
Name **Signature**

2. _____
Name **Signature**

SIGNED by the within named "the Allottee"]

Mr. _____]

Mr. _____]

Signature	Photograph	Left Hand Thumb Impression
Signature	Photograph	Left Hand Thumb Impression

RECEIPT

Received on or before execution hereof, of and from the within named Allottee, the sum of **Rs.**

_____/- (**Rupees** _____ only)

being the Booking Amount/ part consideration of the Purchase Price agreed to be paid by the Allottee, to us, as within mentioned.

Rs/-

Witnesses:

1.

2.

For **VENSCO PROJECTS LLP**

Designated Partner

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