

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at _____ on this day of, 2026;

BETWEEN

M/s. BHAGWATI HAWARE PROPERTIES SUPERTECH, PAN No.: **AAPFH2358P** having office at: 2305, 23rd Floor Haware Infotech Park, Sector 30A, Vashi, Navi Mumbai, Thane, Maharashtra- 400705 hereinafter referred to as **“THE PROMOTER/DEVELOPERS”** (which expression shall unless it repugnant to the context or meaning thereof shall be deem to mean and include her/his/their heirs, executors, administrators and assigns) **OF THE FIRST PART;**

AND

OR

[If the Allottee is an Individual] (1) **MR.**....., Age: years, PAN No.:, and (2) **MR.**....., Age: years, PAN No.: all residing at, hereinafter referred to as **“the ALLOTTEE/PURCHASER/s”** (which expression shall, unless it be repugnant to the context or meaning thereof, deemed to mean and include her/his/their heirs, executors, administrator assigns/which expression shall, unless otherwise excluded by or repugnant to the subject or context hereof, be deemed to mean and include its Successors and Assigns) **OF THE SECOND PART;**

OR

[If the Allottee is a Partnership] **M/S.**....., a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at:, PAN No....., represented by its authorized partner, **MR.**..... (Aadhar No.....) authorized vide, hereinafter referred to as the **“ALLOTTEE(s)/PURCHASER(s)”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors in-interest, executors, administrators and permitted assignees, including those of the respective partners) **OF THE SECOND PART;**

OR

[If the Allottee is a HUF] MR....., (Aadhar No.....) son of Mr....., aged about years, for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business/residence at:, (PAN No.....), hereinafter referred to as the “ALLOTTEE(s)/PURCHASER(s)” (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) **OF THE SECOND PART.**

OR

[If the Allottee is a company] M/S....., PAN No.:, (CIN No.:.....), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at, represented by its authorized signatory, MR....., (Aadhar No. :.....), duly authorized vide board resolution dated, hereinafter referred to as “the ALLOTTEE(s)/PURCHASER(s)” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees) **OF THE SECOND PART;**

OR

[If the Allottee is a LLP] M/S....., PAN No.:, a Limited Liability Partnership firm duly constituted under the provisions of The Limited Liability Partnership Act, 2008, having its registered office at, represented by its Designated Partner, MR....., (Aadhar No. :.....), duly authorized vide board resolution dated, hereinafter referred to as “the ALLOTTEE(s)/PURCHASER(s)” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Partners or Partner for the time being of the said Firm, the survivors or survivor of them and the heirs, executors and administrators of the last surviving Partner, his/her assigns) **OF THE SECOND PART;**

WHEREAS:

(A) TRANSACTIONS PERTAINING TO PROJECT LAND/CHAIN OF EVENTS:

Survey No. 118/2 and 118/3

- (a) At present, Yashawant Co-Operative Housing Society, is the sole and absolute owner of the land bearing Survey No. **118/2** and **118/3**, area admeasuring about **29735 Sq. Mtrs.**, lying, being and situated at Village: **Dawadi**, Taluka: **Kalyan**, District: **Thane** (hereinafter referred to as the "**Said Land No. 1**") along with the building standing thereon.
- (b) Vide Development Agreement dated **07/09/2016**, whereby Yashawant Co-operative Housing Society Limited, therein referred to as "**The Assignors**", party of the FIRST PART, transferred and assigned all their development rights, title, interest and benefits with respect to the **Said Land No. 1** in the favour of **M/s. HAPPYNEST DEVELOPERS**, therein referred to as "**The Developer**", party of the SECOND PART, as per the terms and conditions more particularly mentioned therein. The same is duly registered before the office of Sub-Registrar of Assurances at Kalyan, bearing Registration Document Serial No. **KLN-4/7323/2016** dated **07/09/2016** (hereinafter referred to as the "**said Development Agreement No. 1**").
- (c) In pursuance of the said Development Agreement No.1, an Irrevocable Power of Attorney dated **07/09/2016**, was executed by Yashawant Co-operative Housing Society Limited, therein referred to as "**The Owner Society**", with respect to the **Said Land No. 1** in favour of **(1) Arun Yashwant Chaudhary, (2) Bharat Sudam Joshi** and **(3) Paresh Shantaram Bhandari**, the authorised partners of **M/s. HAPPYNEST DEVELOPERS**, as per the terms and conditions more particularly mentioned therein. The same is duly registered before the office of Sub-Registrar of Assurances at Kalyan, bearing Registration Document Serial No. **KLN-4/7324/2016** (hereinafter referred to as the "**said Power of Attorney No. 1**").
- (d) Vide Deed of Assignment of Development Rights dated **22/05/2023**, whereby **M/s. HAPPYNEST DEVELOPERS** therein referred to as "**The Assignors**", party of the FIRST PART, along with Yashawant Co-operative Housing Society therein referred to as "**The Confirming Party**", party of the THIRD PART transferred and assigned all their development rights, title, interest and benefits with respect to the

Said Land No. 1 in the favour of **M/s. HAWARE PROPERTIES SUPERTECH**, therein referred to as "**The Developer**", party of the SECOND PART, as per the terms and conditions more particularly mentioned therein. The same is duly registered before the office of Sub-Registrar of Assurances at Kalyan, bearing Registration Document Serial No. **KLN-3/7699/2023** dated **22/05/2023** (hereinafter referred to as the "**said Deed of Assignment of Development Rights**").

- (e) In pursuance of the said Deed of Assignment of Development Rights, an irrevocable Power of Attorney dated **22/05/2023**, was executed by **M/s. HAPPYNEST DEVELOPERS**, therein referred to as "**The Assignor**", along with Yashawant Co-operative Housing Society therein referred to as "**The Confirming Party**", with respect to the **Said Land No. 1** in favour of (1) **Amit Suresh Haware**, (2) **Amar Suresh Haware**, (3) **Kulin Shantilal Vora** and (4) **Dharmendra Patel**, the authorised partners of **M/s. HAWARE PROPERTIES SUPERTECH**, as per the terms and conditions more particularly mentioned therein. The same is duly registered before the office of the Sub-Registrar of Assurances at Kalyan, bearing Registration Document Serial No. **KLN-3/7700/2023** (hereinafter referred to as the "**said Power of Attorney No. 2**").

Survey No. 14

- (f) At present, M/s. Ashar Realtors is the Sole and absolute owner of land bearing Survey No. **14** area admeasuring **450 Sq. Mtrs.** lying, being and situated at Village: **Dawadi**, Taluka: **Kalyan**, District: **Thane** (hereinafter referred to as the "**Said Land No. 2**").
- (g) Vide Development Agreement dated **04/03/2024**, whereby M/s. Ashar Realtors therein referred to as "**Land Owner**", party of the SECOND PART, along with Paresh Shantaram Bhandari, therein referred to as "**Possession Holder**", party of the THIRD PART, transferred and assigned all their development rights, title, interest and benefits with respect to the **said Land No. 2** in the favour of **M/s. HAWARE PROPERTIES SUPERTECH**, therein referred to as the "**Developer**" party of the FIRST PART as per the terms and conditions more particularly mentioned therein. The same is duly registered before the office of Sub-Registrar of Assurances at Kalyan, bearing Registration Document Serial No. **KLN-4/3509/2024** dated **04/03/2024** (hereinafter referred to as the "**said Development Agreement No. 2**").

It has been recorded in the said Development Agreement;

- i. The said Land Owner executed a Deed of Exchange dated **15/11/2022**, whereby the Land Owner exchanged, transferred and assigned all their rights, title, interest and benefits in respect of the land bearing Survey No. **125**, area admeasuring **1542 Sq. Mtrs.**, in consideration of and in exchange for land bearing Plot No. A, B Survey No. 13 and Plot No. C, Survey No. 13part (125 pt), total admeasuring **4406.18 Sq. Mtrs.**, in favour of **1) Taibai Kachod Bhandari** and **2) Paresh Shantaram Bhandari** as per the terms and conditions more particularly mention therein. The same is duly registered before the office of Sub-Registrar of Assurances at Kalyan, bearing Registration Document Serial No. **KLN-2/25877/2022** dated **23/11/2022**.
- (h) In pursuance of the said Development Agreement No. 2, an Irrevocable Power of Attorney dated **04/03/2024**, executed by M/s. Ashar Realtors, therein referred to as "**Land Owner**", party of the SECOND PART, along with Paresh Shantaram Bhandari, therein referred to as "**Possession Holder**", party of the THIRD PART with respect to the *said Land No. 2* in favour of **1) Suresh Kashinath Haware and 2) Dharmendra Manji Patel** being an authorised partners of M/s. **HAWARE PROPERTIES SUPERTECH**, as per the terms and conditions more particularly mentioned therein. The same is duly registered before the office of the Sub Registrar of Assurances at Kalyan, bearing Registration Document Serial No. **KLN-4/3511/2024** (hereinafter referred to as the "**said Power of Attorney No. 3**").

Survey No. 93

- (i) Mutation Entry No. **1187** dated **12/09/2018**, it has been recorded that, Shakuntala Balaram Mhatre being a legal heir of Late Shiva Rama Joshi, who died on **02/04/1985**, submitted an application. The deceased left behind the following heirs namely- 1) Late Gangu Shiva Joshi (Wife), 2) Bala alias Baliram Shiva Joshi (Son) died on **01/08/1995**, 3) Late Fashibai Bala alias Baliram Joshi (Daughter in Law), 4) Late Ram Bala alias Baliram Shiva Joshi (Grandson) died on **18/02/2009**, 5) Late Shantabai Ram Joshi (Grand-daughter in law) died on **02/09/2011**, 6) Shakuntla Balaram Mhatre (Granddaughter), 7) Late Bala alias Balaram Shiva Joshi (Son), 8) Late Barkubai Bala alias Balaram Joshi (granddaughter in law) died on **02/12/2007**, 9) Rohidas Bala alias Balaram Joshi (Grandson), 10) Bebibai Balaram Thakur (Grandson), 11) Late Tulshiram Bala alias Balaram Joshi (Unmarried Grandson), 12) Late Shriram Bala alias Balaram Joshi (Grandson) died on **06/11/1997**, 13) Janabai Shreeram Joshi (Granddaughter in law) and 14) Kiran Kailas Patil (Great Grandson) as his only legal heirs. Further, it has been recorded therein that, to support this application, Shakuntala Balaram Mhatre

submitted the Death Certificate, Affidavit and Varas Tharav No. 65. Subsequently, the Notice was issued on **17/09/2018** and the mutation entry further updated on 16/11/2018. The effect of Mutation Entry No. 1187 has been reflected in the revenue record, being 7/12 extract of the land bearing Survey No. **93** area admeasuring **580 Sq. Mtrs.**, lying, being and situated at Village: **Dawadi**, Taluka: **Kalyan**, District: **Thane**, (hereinafter referred to as the "**said Land No. 3**"), whereby **1) Kiran Kailash Patil, 2) Janabai Shreeram Joshi, 3) Bebibai Balaram Thakur, 4) Rohidas Bala Joshi alias Balaram Joshi and 5) Shakuntla Balaram Mhatre** have been recorded as holders of the said Land No. 3.

- (j) Vide Gift Deed dated **31/03/2021**, (1) Kiran Kailash Patil, (2) Janabai Shreeram Joshi, (3) Bebibai Balaram Thakur, (4) Rohidas Bala Joshi alias Balaram Joshi and (5) Shakuntla Balaram Mhatre, party of the SECOND PART, gifted, transferred and assigned all their rights, title, interest and benefits with respect to the *said Land No. 3* in favour of **Bharat Sudam Joshi**, party of the FIRST PART, as per the terms and conditions mentioned therein. The same is duly registered before the office of Sub- Registrar of Assurances at Kalyan, bearing Registration Document Serial No. **KLN-4/6961/2021** dated **09/06/2021** (hereinafter referred to as the "**said Gift Deed**"). The same was duly mutated vide Mutation Entry No. **1346**.
- (k) Vide Development Agreement dated **19/01/2024**, whereby Bharat Sudam Joshi, therein referred to as "**Land Owner**", party of the SECOND PART, transferred and assigned all their development rights, title, interest and benefits with respect to the said Land No. 3 in the favour of **M/s. HAWARE PROPERTIES SUPERTECH**, therein referred to as the "**Developer**", party of the FIRST PART as per the terms and conditions more particularly mentioned therein. The same is duly registered before the office of Sub-Registrar of Assurances at Kalyan, bearing Registration Document Serial No. **KLN-3/971/2024** dated **19/01/2024** (hereinafter referred to as the "**said Development Agreement No. 3**").
- (l) In pursuance of the said Development Agreement No. 3, an Irrevocable Power of Attorney dated 19/01/2024, was executed by Bharat Sudam Joshi, therein referred to as "**Land Owner**", party of the SECOND PART, with respect to the said Land No. 3 in favour of **1) Suresh Kashinath Haware and 2) Dharmendra Manji Patel** the authorised partners of M/s. HAWARE PROPERTIES SUPERTECH, as per the terms and conditions more particularly mentioned therein. The same is duly registered before the office of the Sub-Registrar of Assurances at Kalyan, bearing

Registration Document Serial No. **KLN-3/972/2024** (hereinafter referred to as the “*said Power of Attorney No. 4*”).

(m) Vide Supplementary Partnership Deed, executed by and between 1) Suresh Kashinath Haware, 2) Amit Suresh Haware, 3) Amar Suresh Haware, 4) Kulin Shantilal Vora, 5) Rocky Rasiklal Vora, 6) Kumari Riddhi Bhogilal Vora, 7) Dharmendra Manji Patel, and 8) Kalpesh Manji Patel, being the partners of **M/s. HAWARE PROPERTIES SUPERTECH**, wherein all the partners mutually agreed and desirous to change the name of the firm from M/s. HAWARE PROPERTIES SUPERTECH to “*M/s. BHAGWATI HAWARE PROPERTIES SUPERTECH*” as per the terms and conditions mentioned therein.

(n) For the sake of brevity “Said Land No. 1”, “Said Land No. 2” & Said Land No. 3” collectively referred to as the “*Said Larger Land*” i.e. **30765 Sq. Mtrs.** However, at present the Promoter is undertaking construction on a portion of the said Larger Land admeasuring about **8290.64 Sq. Mtrs.**, which forms part thereof and is more particularly described in **Schedule I** annexed herewith, (hereinafter referred to as the “*said Plot*”).

(o) By virtue, *said Deed of Assignment of Development Rights, Development Agreement No. 2 and Development Agreement No. 3*, Promoter is absolutely seized and possessed of and well and sufficiently entitled to develop the said Plot in accordance with the recitals hereinabove.

(p) The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said Plot on which Project is to be constructed.

(B) APPROVALS & CERTIFICATIONS:

(a) The Promoter applied for the grant of development permission for constructing a Residential building on the Project Land. The concerned competent authority on **22/12/2025** issued Commencement Certificate and approved the plans for the development of the said Plot, pursuant to the application of the Promoter. Thus, the Promoter is entitled and enjoined upon to construct the residential/commercial building/s on the said Plot in accordance with the recitals hereinabove, and as per the plans sanctioned and the development permission granted by the Corporation vide Commencement Certificate (CC) bearing No. **KDMCC/B/2025/APL/01295**

dated **22/12/2025** including such additions, modifications, revisions, alterations therein, if any, from time to time as may be approved by the Planning Authorities. Copy of the Commencement Certificate is annexed herewith as **Annexure – A**.

- (b) The Promoter has obtained the layout plan approvals for the Project from Associate Planner (BP), the Town Planning Department of Competent Authority. The Promoter has informed to the Allottee, the changes shall be made in the sanctioned plan at “**Annexure B1**”, by following due procedure of law prescribed under RERA r/w the Rules and Regulations made thereunder and/or any other applicable law and subject to obtaining the necessary approvals from the concerned competent authority. The said changes to be made in the sanctioned layout plans are more particularly detailed in conceptual/projective plans. The Allottee/s has/have been made aware that the construction of the buildings, internal road, open spaces, parking spaces are proposed to be provided for on the said project have been annexed hereto and marked as “**Annexure B2**”.
- (c) The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said Plot on which Project is to be constructed, have been complied with.

(C) DESCRIPTION OF THE PROJECT:

- (a) The Promoter has proposed to construct on the said Plot, 1 (One) no. of building consisting of Lower Ground Level + 1st to 45th Upper Floors for residential + commercial purpose, to be allotted on OWNERSHIP BASIS to the prospective buyers. However, as per presently sanctioned plans, Building is sanctioned upto Lower Ground Level, Ground Level, Parking Level, Podium Level, Podium Mezzanine, 1st to 39th Upper Floors only and that Promoter is in process of obtaining further CC/balance approvals from the concerned competent authority.
- (b) The Allottee/s has/have been specifically made aware that, as on date, the FSI potential of the said Project is upto Lower Ground Level + 45th Upper Floors out of which the promoter has obtained approvals for Lower Ground + 39th Upper floors and the Promoter is in process of obtaining the balance approvals from the concerned competent authority. Further, the Allottee/s is/are also made aware that in the event, if the Promoter obtains/avails/purchases TDR for the said Project and/or due to change(s) in government norms, policy(ies), development rules and regulations etc., any additional FSI becomes available on the said Plot, then in such event(s), the total built up area potential of the said Project would be changed and the Promoter may construct additional

floors by following due procedure of law.

The proposed layout plan of the project to be sanctioned as per prevailing DCPR for optimum utilization of FSI potential of the project land shall be as follows:

Sr. No.	Field Name	Approved Plan at Annexure B1	Proposed Plans as per Annexure B2 as per total potential FSI available as on date
1.	No. of Floors	Lower Ground + 39 th Upper Floors	Lower Ground + 45 th Upper Floors

- (c) The Allottee/s has/have applied for an Apartment/Unit as described in Schedule – II appended hereinbelow (hereinafter referred to as “**the said Apartment**”) of the Building Project called “**RAJGAD BY BHAGWATI HAWARE - WING - D**” (hereinafter referred to as the said “**BUILDING**”) being constructed of the said Project, by the Promoter.
- (d) The Promoter has entered into a standard Agreement with an Architect **Ankur A. Shetye (M/s. Space Enviro Architects)** registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.
- (e) The Promoter has appointed _____, as the Structural Engineer for the preparation of the structural design and drawings of the buildings, and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building/buildings.
- (f) By virtue of the above-mentioned documents, the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;
- (g) The Allottee/s have inspected all the documents of title relating to the said Plot and the plans, designs and specifications prepared by the Promoter’s Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “**the said Act**”) and the Rules and Regulations made thereunder. Since Allottee/s has/have already inspected all documents at the time of execution of this present Agreement, as are relevant to the development of the Project, the

Allottee shall not be entitled to challenge and/or dispute the same in the future.

- (h) The authenticated copy of Certificate of Title dated, issued by _____, showing the nature of the title of the Promoter to the said Plot on which the Apartments are to be constructed have been annexed hereto and marked as “**Annexure – C**”.
- (i) The authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed and marked as “**Annexure – D**”.
- (j) The Promoter has got approvals that are requisite as on date from the concerned local Authority/s with regard to the plans, the specifications, elevations, sections of the said building/s and shall obtain the remaining approvals from various Authorities as necessitated from time to time, so as to procure Building Completion Certificate or Occupancy Certificate, or any other certification/approval of/for the said Building.
- (k) While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations, and restrictions which are to be observed and performed by the Promoter while developing the said Plot and the said Building, and upon due observance and performance of which only the Completion or Occupancy Certificate in respect of the said building/s shall be granted by the concerned local Authority.
- (l) The Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans
- (m) The RERA Carpet Area of the said Apartment/Unit is as described in Schedule – II appended hereinbelow and “**RERA Carpet Area**” means the net usable floor area of an Apartment, excluding the area covered by the external walls, the area under service shafts, exclusive balcony (if any) appurtenant to the said Apartment for exclusive use of the Allottee/s and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Apartment.
- (n) The Parties relying on the confirmations, representations, and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereafter.
- (o) Prior to the execution of these presents, the Allottee/s has/have paid to the Promoter a part payment (the details of which are more particularly described under Schedule III below) of the Sale Consideration of the Apartment agreed to be sold by the Promoter to the Allottee/s as an advance payment or application fee (the payment and receipt whereof the Promoter both hereby

admit and acknowledge and the Allottee/s has/have agreed to pay to the Promoter the balance of the Sale Consideration in the manner hereinafter appearing.

- (p) The Promoter has registered the Project under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) (hereinafter referred to as “**RERA Act**”) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of Real Estate Agents, Rates on Interest And Disclosures on Website) Rules, 2017 applicable rules for the State of Maharashtra (hereinafter referred to as “**MahaRERA Rules**”) (hereinafter referred to as “*the said Project*”). The RERA Authority has duly issued the Certificate of Registration bearing No. dated and a copy of the Certificate of Registration is annexed hereto and marked as “**Annexure - E**”.
- (q) Under Section 13 of the said Act, the Promoter is required to execute a written Agreement for Sale of said Apartment with the Allottee/s, being, in fact, these presents and also to register said Agreement under the Registration Act, 1908.
- (r) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee/s hereby agree(s) to purchase the said Apartment.
- (s) The Parties have duly executed this Agreement through signature/initial by the Allottees on each page (including Signature Clauses) of this Agreement and signature by the Promoters at the relevant Signature Clauses which shall be deemed to be sufficient execution of this entire Agreement and its Annexures, Schedules and Addenda by both Parties.

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

1. RECITALS:

The Parties hereby confirm that the statements and representations in the above recitals are true and correct, and that such statements and representations record that they have entered into this present Agreement believing and accepting bonafidely the truth and correctness of their respective statements and representations.

The recitals contained above shall form an integral and operative part of this Agreement as if the same were set out and incorporated *ad verbatim* in the operative part and to be interpreted, construed and read accordingly.

2. **DEFINITIONS AND INTERPRETATIONS:**

- a) ***Act of God*** means and include a natural hazard outside human control, such as an earthquake or tsunami or pandemic etc., for which no person can be held responsible.
- b) ***Agreement*** shall mean this Agreement for Sale, which is executed between the Promoter and the Allottee/s. All Annexures, Schedules and documents referred in this Agreement and recital referred hereinabove shall form an integral part of this Agreement, and in the interpretation of this Agreement shall be read and construed in its entirety.
- c) ***Apex Body/Federation*** means the Apex Body/Federation to be formed in the manner contemplated in this Agreement.
- d) ***Applicable law*** means, in respect of any relevant jurisdiction, any Statute, Law, Regulation, Ordinance, Rule, Judgement, Order, Decree, Clearance, Approval, Directive, Guideline, Policy, requirement, or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any Authority whether in effect as on the date of this Agreement or thereafter and in each case as amended or modified.
- e) ***CAM Charges*** shall mean the common area maintenance charges (but shall not include Property Taxes) payable by the Allottee/s to the Promoter and/or its nominees for the period as determined by the Promoter;
- f) ***Commencement Certificate*** means a document that allows the Promoter/Developer to begin work on the Real Estate Project, and is issued by the Competent Authority only after being duly satisfied with regard to all requisite prescribed parameters.
- g) ***Common Areas*** mean those areas and facilities of the Buildings of the entire layout which may be furnished/provided by the Promoter in and/or around the entire layout for the non-exclusive general common use of the Allottee/s.
- h) ***Date of possession*** shall mean the date of possession as communicated to Allottee/s in the 'Offer Letter for Possession' to be issued by the Promoter after receipt of Occupancy/Completion Certificate from Competent Authority(s).
- i) ***FAR*** stands for '***Floor Area Ratio***' and means the ratio of the combined gross floor areas of all floors to the gross area of the plot. It determines the total area of the floors in a commercial or residential building and the number of floors that can be built on a plot of land. In simple words, it helps decide the total area of construction that is permissible on a specific plot of land

- j) **FSI** stands for '**Floor Space Index**' and means the ratio of the combined gross floor area of all floors to the gross area of the plot.
- k) **Occupancy Certificate (OC)** means a document that declares a residential or commercial building to be ready for occupation, and is issued by the Competent Authority only after being duly satisfied with regard to all requisite prescribed parameters.
- l) **Covered Parking Space(s)** shall mean an enclosed or covered area on the said Plot, for parking of vehicles of the Allottee/s but shall not include a garage and/ or open parking space(s).
- m) **Part OC** shall mean occupancy certificate issued for a specific portion or section of a building or a project, indicating that the particular portion is ready for occupancy.
- n) **Reasons beyond control of Promoter** shall mean and include non-availability of steel, cement, other Building material or labour at market competitive prices, non-availability / shortage of water or electric supply, delay in issuing any permission, approval, NOC, sanction and/or Building occupation certificate and/or completion certificate by the concerned authorities, delay in securing necessary permissions or completion/occupancy certificate from the competent authorities or water, electricity, drainage and sewerage connections from the appropriate authorities, general shortage of energy, labour, equipment, facilities, materials or supplies, failure of transportation, strikes, lockouts, action of labour unions or other causes, terrorist action or threat, civil commotion, riot, crowd disorder, labour unrest, invasion, war, threat of or preparation of war, fire, explosion or any other act of god.
- o) **Structural Defect** means any defect related to load-bearing structure of Building and water-proofing. It is further clarified that this shall not include any other non-load bearing elements or defects for reasons not attributable to Promoter.
- p) **TDR** stands for '**Transferable Developmental Rights**' means a development right to transfer the potential of a plot designated for a public purpose in a plan, expressed in terms of total permissible built space calculated on the basis of FSI or FAR allowable for that plot, for utilization by the Owners themselves, or by way of transfer by the Owners to someone else from the present location to a specified area in the plan, as additional built space over and above the permissible limit in lieu of compensation for the surrender of the concerned portion of plot free from all encumbrances to the Planning and Development Authority.
- q) **Total Consideration** means the amounts payable/agreed to be paid by the

Allottee/s for the purchase of the said Apartment/Unit to the Promoter, set out in this Agreement.

- r) **Total/Full Potential of the Project** shall mean and include the total FSI available on the project land in form of Base FSI and Ancillary FSI and/or Premium FSI and/or TDR and/or Fungible FSI and/or FSI available in any other form.
- s) **Unit/Apartment** means the unit in the Building with the RERA Carpet Area as described in Schedule - II appended hereunder and showcased in the Floor Plan.

3. RULES FOR INTERPRETATION:

- (A) All references in this Agreement to statutory provisions shall be construed as meaning and including references to:
- i. Any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;
 - ii. All statutory instruments or orders made pursuant to a statutory provision; and
 - iii. Any statutory provision of which these statutory provisions are a consolidation, re-enactment or modification.
- (B) Words denoting the 'singular' shall include the 'plural' and the words denoting any gender shall include all genders.
- (C) Headings to Clauses, Sub-clauses and Paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the Schedules and shall be ignored in construing the same.
- (D) References to Recitals, Clauses, Schedules are, unless the context otherwise requires, are references to Recitals, to Clauses, of or Schedules to this Agreement.
- (E) Reference to days, months and years are to Gregorian days, months and calendar years respectively.
- (F) Any reference to the words "hereof", "herein", "hereto" and "hereunder" and words of similar import when used this Agreement shall refer to the Clauses or Schedules of this Agreement as specified therein.
- (G) The words "include" and "including" are to be construed without limitation.
- (H) Any reference to the masculine, the feminine and the neutral shall include each other.
- (I) Any determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the

period is not working day, then the period shall include the next following working day.

(J) The purchaser confirms and warrants that the Liquidated Damages are genuine/pre estimate of the laws or the damage that is likely to be suffered by the company on account of the breach of the terms of the agreement by the purchaser. The liquidated damaged is also arrived at having regard to the cost of construction, cost of funds raised by the company, the ability or inability of the company to resell the unit, among others. the purchaser waives his right to raise any objection to the payment or determination of the Liquidated Damages in the manner and under the circumstances set out herein.

(K) All amounts stated herein are exclusive of taxes, including but not limited to service tax, Maharashtra value added tax, stamp duty, and all such taxes as maybe applicable from time to time, shall be borne and paid by the Purchaser separately immediately upon the same being demanded by the Promoter as per Applicable law.

(L) The recitals above shall form part and parcel of this Agreement and shall be read in conjunction with this Agreement.

(M) The Promoters have disclosed the Plot area of 8290.64 Sq. Mtrs. for MahaRERA Registration of this phase. The Said Plot area is calculated on the pro rata basis as required by MahaRERA for the registration of a particular phase in this project, however this plot area shall not be conveyed to the society and the conveyance of project land and structure constructed thereon shall be guided by the conveyance clause more particularly mentioned at clause _____ of this presents.

4. **AGREEMENT FOR SALE:**

In pursuance of the foregoing, and in consideration of the Allottees paying the Sale Consideration and all other outgoings as provided in **Schedule – III** below and complying with the Purchasers covenants and the obligations herein, the Promoters agree to sell to the Allottee/s and the Allottee/s agree to purchase the Apartment/Unit as described in **Schedule – II** in terms of this Agreement.

5. **PROMOTER’S RIGHT OF DEVELOPMENT AND ACCEPTANCE THEREOF BY ALLOTTEE/S:**

a) The Promoter shall construct the said project, **“RAJGAD BY BHAGWATI HAWARE - WING - D”**, on the said plot in accordance with the plans, designs and specifications as approved by the concerned local

Authority from time to time. However, as per presently sanctioned plans, Building is presently sanctioned Lower Ground Level, Ground Level, Parking Level, Podium Level, Podium Mezzanine, 1st to 39th Upper Floors and that Promoter is in process of obtaining further CC/balance approvals from the concerned competent authority. The Promoter during the course of carrying out the construction of the said Building/s, shall submit further revised and amended plans for approval to the Competent Authority and thereunder contemplate construction of additional upper floors and/or such other alteration in the structure of said proposed new building, by following due process of RERA and prevailing laws, and shall utilize under such further revised and amended plans, all further available and balance development potentiality of the said Plot to its fullest extent.

The proposed layout plan of the project to be sanctioned as per prevailing DCPR for optimum utilization of FSI potential of the project land shall be as follows:

Sr. No.	Field Name	Approved Plan at Annexure B1	Proposed Plans as per Annexure B2 as per total potential FSI available as on date
1.	No. of Floors	Lower Ground + 39 th Upper Floors	Lower Ground + 45 th Upper Floors

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

- b) The Promoter shall confirm the final RERA 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 RERA carpet area, subject to a variation cap of three percent. The total price payable for the RERA carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the RERA 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 RERA 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. **ALLOTMENT OF APARTMENT AND PAYMENT OF CONSIDERATION:**

- a) The Allottee/s hereby agree/s to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s Apartment/Unit as described in **Schedule – II** appended hereinbelow as per the approved plans of the said building project known as ‘**RAJGAD BY BHAGWATI HAWARE - WING - D**’ (hereinafter referred to as the “**Said Apartment/Unit**”) as shown in the Floor Plan, hereto annexed and marked as “**Annexure – D**” for the consideration which shall be paid as per the schedule of the payment (the details of total consideration amount and the schedule of payment are more particularly described in **Schedule – III** below) including Rs.0/- (Rupees NIL Only/-) being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common/limited common areas and facilities which are more particularly described in the **Schedule IV** annexed herewith.
- b) **The purchase price of the Apartment as mentioned above, is determined on the basis of above referred RERA Carpet Area of the Apartment which Allottee/s agree/s and confirm/s. Thus, the other appurtenant area such as terrace if any, balcony if any, service shaft if any, are neither included in the RERA carpet area nor are considered for determining the purchase price.**
- c) The total price/consideration as mentioned in Clause 6(a) above is excluding all taxes/levies such as value added taxes (VAT), Services Taxes, GST, Swachh Bharat Cess Tax and/or such other taxes which may be levied any time, hereinafter in connection with construction/ development of said project upon Said Plot payable by the Promoter, irrespective as to who is made liable under concerned Statute/Rules to pay such taxes, all such taxes in proportion to the area of said apartment, shall be payable by the Allottee/s in addition to the said total price/consideration on or before taking over the possession of the said apartment. In fact, unless all such payments such as total consideration, all such proportionate taxes as well as other charges payable under this agreement are paid by the Allottee/s, he/she/they shall not be entitled to the possession of said Apartment.
- d) The Total Price/consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges, which

may be levied or imposed by the Competent Authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the Competent Authorities etc. The Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments. Unless said demanded increase in development charges, costs or levies are paid by the Allottee/s to the promoter, he/she/they/it shall not be entitled to the possession of the said apartment.

- e) The Promoter has allowed a rebate in the purchase consideration and for early payments of the instalment's payable by the Allottee/s by discounting such early payments by which the respective instalment has been preponed and/or mutually worked out between the Promoters and the Allottee/s and accordingly the payments under clause 6(a) have been worked out by the Parties hereto.
- f) In case of any financing arrangement entered by the Allottee with any financial institution with respect to the purchase of the Apartment, the Allottee undertake/s to direct such financial institution to and shall ensure that such financial institution does disburse/pay all such instalment of Total Consideration amounts due and payable to Developer through an NEFT/RTGS/Account Payee Cheque/Demand Draft drawn in favour of the Promoter's bank details as mentioned in the Clause 6(k) herein or any other account that may be mentioned by the Promoters subsequently. The Allottee agrees that in the event the Allottee avails any loan/or loan facilitation services ("Services") from any external third party, the Allottee shall do so at his/her own cost and expense whatsoever and shall not hold the Promoter liable/responsible for any loss/defective service/claims/demands that the Allottee/s may have incurred due to the Services so availed.
- g) If any of the payment cheques/banker's cheque or any other payment instructions of/by the Allottee/is/are not honored for any reason whatsoever, then the same shall be treated as default under these presents and the Developer may at its option be entitled to exercise the recourse available thereunder. Further, the Developer may, at its sole discretion, without prejudice to its other rights, charge a payment dishonor charge of Rs.5,000/- (Rupees Five Thousand only) for dishonor of a particular payment instruction for first instance and for second instance the same would be Rs.10,000/- (Rupees Ten Thousand only) in addition to the Interest for delayed payment.

Thereafter no cheque will be accepted and payments shall be accepted through bank demand draft(s) only.

- h) The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her/they/it under any head(s) of dues against lawful outstanding, if any, in his/her/their/its name as the Promoter may in its sole discretion deem fit and the Allottee/s undertake/s not to object/demand/direct the Promoter to adjust his/her/their/its payments in any other manner.
- i) The Allottee/s agree/s and undertake/s to pay the purchase consideration as mentioned in Schedule -III as per the respective instalment and as & when it shall mature for payment. The payment of concerned instalment is linked with the stage wise completion of the said building. Upon completion of each stage, the Promoter shall issue demand letter to the Allottee/s by RPAD/courier/hand delivery at the address of the Allottee/s mentioned in this agreement as well as by email on Allottee/s' email address, if provided by the Allottee/s. Upon receipt of said demand letter by RPAD/courier/email/hand delivery, whichever is earlier, within 7 (seven) days Allottee/s shall make the payment of respective instalment. In case of failure on the part of Allottee/s in adhering to the time schedule of 7 (seven) days, Promoter shall become entitle to take all such legal steps for breach of contract as contemplated under the provisions of Contract Act and RERA. In case of Allottee/s commit/s any delay in making the said payment then Allottee/s shall become liable to pay interest as specified in MahaRERA Rules on all delayed payments. In addition to such rights and without prejudice to such rights, the consequences as contemplated in Clause 11 below shall also become applicable and effective.
- j) All payment shall be made by Allottee by drawing cheque/ DD/ RTGS/ NEFT in the name of “ _____ RERA Designated Collection Bank Account - _____ A/c No “ _____ ” in _____ Bank, _____ Branch payable at _____ or other account as Promoter may intimate subsequently to the Allottee. Allottee shall separately pay transfer charges, if any, and other statutory dues which may be levied from time to time.
- k) The Allottee/s, as required under the provisions of section 194 IA of the Income Tax Act, 1961, (or under any statutory modification or re-enactment of such provision) will deduct the TDS from the Sale Consideration, charges of the nature of, Advance Maintenance Charges, Water and Electricity fee, or any other charges of similar nature, which are incidental to transfer of the said Apartment except share application money, Corpus Fund Subscription and items exempt under section 194IA and promptly deposit the TDS amount with

the concerned authority. The Allottee/s shall without fail within Seven days from the date of such deduction of TDS amount, furnish a signed original copy of the TDS Certificate (Form 16B) to the Promoter. In the event the Allottee/s fail to deposit the TDS amount with concerned authority within the stipulated period or fail to furnish to the Promoter the signed original copy of the TDS certificate within the period specified herein, then in such events, the Allottee/s shall be liable to bear and pay interest to the Promoter on account of delay and to compensate the Promoter for any loss caused to them due to non-payment or delayed payment of the TDS.

Provided that the TDS payment to the competent authority shall not construed to be a receipt of consideration unless bank instrument is cleared and the funds mentioned therein reaches the stated bank account of the Promoter or in the account as Promoter subsequently intimated to the Allottee.

7. **RESERVATION FOR CAR PARKING:**

The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing nos. _____, admeasuring _____ Sq. Ft. having _____ ft. length x _____ ft. breadth x _____ ft. vertical clearance and situated at _____ Basement and/or stilt and /or _____ podium, being constructed in the layout for the consideration of Rs. _____ /-

OR

The Allottee has requested to the Promoter for allotment of an open parking space and the Promoter hereby agrees to allot to the Allottee an open parking space bearing no. _____, admeasuring _____ Sq. Ft., having _____ ft. length x _____ ft. breadth, without consideration

OR

The Allottee hereby agrees to acquire from the Promoter and the Promoter hereby agrees to reserve to the Allottee _____ Mechanical/Puzzle parking space bearing nos. _____, admeasuring _____ Sq. Ft. having _____ ft. length x _____ ft. breadth x _____ ft. vertical clearance and situated at _____ Basement and/or stilt and /or _____ podium, being constructed in the layout without any monetary consideration. The Allottee is aware that in a puzzle parking system, the location of the parking space is consistently changing and hence, no specific parking space number can be earmarked/allotted to the Allottee and the Allottee hereby agrees and confirms that he/she shall have no objection to the same and shall not

raise any dispute regarding the same in future.

- a) The said car parking is subject to final building plan approved by the Corporation at the time of grant of Occupancy Certificate and exact parking shall be allotted at the time of possession on the basis of final plan.
- b) Allottee undertakes and assures not to raise objection in case of change in the present location of said car parking space as per Occupancy Certificate.
- c) Allottee shall not be allowed to allot/transfer/let-out said car parking to any outsider/visitor i.e., other than the Unit Allottee of said Unit.
- d) Allottee shall keep the said car parking space as shown in the sanctioned plan of said project and shall not enclose or cover it in any manner.
- e) The said car parking space shall be used only for the purpose of parking motor vehicle and not for any other purpose.
- f) The Society or Limited Company/Federation/ Apex body shall finally ratify the reservation of such car parking in its first meeting at the time of handover by the Promoter.

OR

Mechanized Car Parking:

The Promoter has informed the Allottee/s and the Allottee/s is/are aware that it intends to assign the contract to install mechanized parking/car lifts in the said Building to a Contractor/Vendor who would be liable for acts and omissions/commissions in this behalf. The Allottee/s hereby agree and confirm that in the event of any nuisance, damages, cost, etc., litigations, if any, the same shall be filed against such Contractor/Vendor as mentioned hereinabove during the subsistence of the contract. Further, the Allottee/s agree and undertake to not hold the Promoter liable thereof. The aforesaid Contractor/Vendor shall be liable for the full term of the contract as shall be assigned to him/them. The Allottee/s hereby agree and undertake that the Association of Allottees or Society or by whatever name called, upon expiration/termination of the said contract with the aforesaid Contractor/Vendor, appoint a Contractor/Vendor of their choice for management and maintenance of the mechanical parking system/car lift and shall get executed from such Contractor/Vendor an Undertaking-cum-Indemnity indemnifying the Promoter and the Association of Allottees by whatever name called, against any litigation(s), damages, cost consequences, etc., arising out of failure, nuisance, mishap of mechanical parking system/car-lift, etc., to the said Wing/Building and/or to any adjoining Wing/Building.

The Allottee/s is aware that such Mechanical Parking involves or may involve

operation of one or more machine/s for parking and removing cars and the same could be time-consuming and the Allottee/s acknowledge/s that the Allottee/s has no objection to the same. The Allottee/s is aware that the Mechanical Parking may also require a valet system by appointment of qualified drivers and parking operators, for ease of parking and removing of vehicles from the parking slots.

The Allottee/s hereby confirm/s that the Allottee/s has/have no objection to the aforesaid and that the Allottee/s shall not park his/her/their car/s at any other place other than specifically designated for the parking of the vehicles of the Allottee/s. The Allottee/s hereby agree/s and undertake/s that the Allottee/s shall bear the costs and expenses of the maintenance of the Mechanical Parking and also keep such valet parking facility at his/her/their costs for parking or removal of cars from the Mechanical Parking. The Allottee/s shall not refuse to bear such costs and/or expenses on the ground of non-utilisation of the Mechanical Parking or valet parking facility or on any other ground whatsoever and howsoever arising.

The Purchaser/s is/are aware that the Parking Space/s are provided by the Developers to the Purchaser/s without consideration. The Allottee/s will be bound to abide with the rules and regulations as may be framed in regard to the Parking Space/s, by the Promoter and/or the Society. The Allottee/s hereby agree/s and undertake/s to pay all outgoings in respect of the Parking Space/s as may be levied by the Promoter and/or the Society.

OR

Allottee has informed the promoter that he/she does not require any car parking space in said project. Accordingly, no reservation of car parking is made against said Unit. Allottee undertakes, assures and guarantees not to claim any car parking space in said project in future, nor raise any objection to use of car parking by other Allottees

8. ADHERENCE TO SANCTION PLAN:

The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which have been imposed by the said corporation at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee/s, obtain from the said corporation occupation and/or completion certificates in respect of the Apartment.

9. TIME IS OF ESSENCE FOR BOTH PROMOTER AND ALLOTTEE/S:

Time is of essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the Project and handing over the Apartment to the Allottee/s after receiving the Occupancy Certificate subject to what is stated under this Agreement. Similarly, the Allottee/s shall make timely payments of the instalment and other dues payable by him/her/them and shall meet and comply with the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter.

10. DISCLOSURE OF FSI AND ACCEPTANCE BY ALLOTTEE/S:

10.1 The Promoters hereby declare that as per existing guidelines the said project can generate Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation. The developer as on date has got approval and utilised _____ Square Meters which corresponds to Floor Space Index of _____ on the said plot. The balance FSI of _____ and any increased FSI which may be available in future on modification to Development Control Regulations shall always belong to the promoter, the promoter shall have the right to utilise the increased/ additional FSI either in the said project or additional lands attached/amalgamated to the said project in the future or by transferring the said FSI to any other project of the developer. The Promoters have disclosed the Floor Space Index of _____ as proposed to be utilised by them on the said plot in the said Project or as per the arrangement of FSI disclosed above and the Allottee(s) has/have agreed to purchase the said premises based on the proposed construction and sale of premises to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only. The Allottees hereby specifically consents for such utilization of additional FSI by the Promoters.

The Allottee/s have been explained and made aware of the available FSI on the said Plot and also the additional FSI and TDR which may be availed thereon. Until conveyance of the said Building in favour of the Organization, if the FSI/Floor Area Ratio in respect of the said Plot is increased and/or additional construction is possible on the said Plot on account of FSI and/or TDR originating from the said Plot, on account of portions thereof under D. P. Road/setback and/or TDR/ FSI of other properties being available for being used on the said Plot (and/or on the amalgamated property, as the case may be) the Promoter shall be entitled to utilize such additional FSI, including by amending the present layout of the said Plot subject to the necessary permission/sanction being granted by the

concerned Authorities and by following the due procedure of law prescribed under RERA r/w the Rules and Regulations made thereunder and/or any other applicable law.

10.2 The Allottee/s admits having taken inspection of all the documents required to be given by the Promoters under the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules made thereunder. The Allottee/s hereby agree/s and confirm/s that the Promoters shall be entitled to exercise the powers and authorities set out below as if the Allottee/s had given written prior unequivocal consent to the Promoters as required under the provisions of the said Act. The Allottee/s hereby confer/s upon the Promoters the right and authority for the purposes set out herein below: -

- a) The Promoters shall be entitled to consume such FSI as may be available in respect of the said Project Land and the FSI mentioned above or any part thereof or consume FSI which may be procured by the Promoters by way of Transfer of Development Rights ("TDR") or additional FSI which may become available for carrying out construction on the said Project Land on account of any change in the Development Control Regulations in force from time to time or otherwise howsoever on the said project land at present or in future and for the purpose of consuming such balance and/or additional FSI to construct extensions and/or additional floors and/or additional Buildings as the Promoters may think fit and proper.
- b) After consuming such balance and/or additional FSI by constructing extensions and/or additional floor/s containing Units, the Promoters shall be entitled to sell such Units for such permissible user as the Promoters may think fit and proper to any person or persons for such consideration as the Promoters may in its absolute discretion deem fit.
- c) The Promoters shall also be entitled to consume additional FSI and/or balance available under Development Control Rules or by any special concession being granted by the Municipal Corporation or any other authorities including the FSI available in lieu of road widening, set back, reservation etc.,
- d) The Promoters shall be entitled to make any changes in the elevation of the said Project to be constructed by it on the said Land as also in the plans and specifications in respect thereof without being required to take the consent of the Allottee/s provided however that such changes shall not materially affect the internal plan and location of the Said Apartment agreed to be sold hereby.

The Allottee/s and/or Society/Association or Organization shall not raise any objection on any ground to the Promoters rights reserved herein.

11. CONSEQUENCES UPON FAILURE IN ADHERING TO TIME-SCHEDULE:

If the Promoter fails to abide by the time schedule for completing the project and handing over the said premises to the Purchaser/s, the Promoters agree to pay to the Purchaser/s, who does not intend to withdraw from the project, interest at the rate of 2% p.a. above the marginal cost of lending rate of State Bank of India, on all the amounts paid by the Purchaser/s, for every month of delay, till the handing over of the possession. The Promoter shall send the Demand Notice to the Purchaser/s at the address given by the Purchaser/s in this Agreement whenever installments have become due and payable and the Purchaser/s shall be bound to pay the amount of the installments within 7 (seven) days from date of such Demand Notice sent by RPAD/Courier/Speed Post/Hand Delivery/Email, whichever is earlier. In the event of the Purchaser/s making any delay or defaults in making payment of any of the installments on due dates the Promoters shall be entitled to recover from the Purchaser/s and the Purchaser/s agree/s to pay to the Promoters/Developers, interest at the rate of 2% p.a. above the marginal cost of lending rate of State Bank of India, for every and all the delayed payments which become due and payable by the Purchaser/s to the Promoters under the terms of this Agreement from the date the said amount is payable by the Purchaser/s to the Promoter.

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

Provided that, the Promoter shall give notice of 15 days in writing to the Allottee/s by registered Post A.D. at the address provided by the Allottee/s and mail at the email address provided by the Allottee/s of his/her/their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then, at the end of such notice period, Promoter shall be entitled to terminate this Agreement.

Provided further that, upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s (subject to adjustment and recovery of liquidated damages as mentioned below) within a period of 30 days of the termination, the instalments of sale consideration of the Apartment which may till then, have been paid by the Allottee/s.

It is agreed and understood that after offering the refund as stated above to the Allottee/s, it shall be construed as due compliance by the Promoter of the Termination Clause and accordingly thereafter Promoter shall be at liberty and shall have all legal right to allot and/or sell/transfer the said apartment to any third party Allottee/s upon such terms and conditions as may be deem fit by the Promoter. The Allottee/s shall not be entitled to raise any dispute or objection for such Third-Party allotment of the said apartment by the Promoter. The Promoter shall within 30 days of termination refund to the Purchaser the amount paid by the Purchaser subject to the following deductions:

- i. 10% of the Purchase Price (which is to stand forfeited to the Promoter upon the termination of this Agreement);
- ii. The taxes and outgoings, if any, due and payable by the Allottee/s in respect of the said Apartment upto the date of termination of this Agreement;
- iii. Processing fee and brokerage paid if any etc. in respect of the said Apartment;
- iv. The amount of interest payable by the Allottee/s to the Promoter in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid;
- v. In the event of the resale price of the said Apartment to a prospective purchaser is less than the Purchase Price mentioned herein, the amount of such difference; and
- vi. The costs incurred by the Promoter in finding a new buyer for the said Apartment. The Promoter shall not be liable to pay to the Allottee/s any interest on the amount so refunded and upon the termination, the Allottee/s hereby agree to forgo all their right, title and interest to immediate ejection as trespassers. The decision of the Promoter in this respect shall be final and binding upon the Purchaser, which the Allottee/s agrees and undertakes not to dispute in any manner whatsoever.

It is agreed and understood that after deducting the total amount of liquidated damages and non-refundable amount(s), the balance amount if any shall be refunded to the Allottee/s, upon Allottee/s executing and registering the deed of cancellation

of this agreement, which deed Allottee/s shall be liable to execute and register within 15 days from the date of receipt of termination notice by him/her/them as stated above, In case the Allottee fails to come forward and execute and register the Deed of Cancellation of the Agreement with the Promoter before the Sub-Registrar and to handover the original copy of Agreement for Sale, then in that event the Allottee/s shall be liable to pay penalty of Rs. 10 per sq., ft., per day which will be applicable from the date of notice of cancellation of agreement for sale till the date of cancellation of Agreement before the Sub-Registrar and the Promoter shall be entitled to proceed to execute/register the Deed with the appropriate Sub-Registrar, including as an authorized constituted attorney of the Allottee/s and the Allottee/s hereby acknowledges and confirms. The Parties further confirm that any delay or default in such execution/registration shall not prejudice the cancellation and/or the Promoter's right to forfeit and refund the balance to the Allottee/s and the Promoter's right to sell/transfer the Apartment including but not limited to car park(s) to any third party. Further, upon such cancellation, the Allottee/s shall not have any right, title and/or interest in the Apartment and/or Car Park(s) and/or the Project and/or the Project Property and the Allottee/s waives his/her/their/its right to claim and/or dispute against the Promoter in any manner whatsoever. The Allottee/s acknowledges and confirms that the provisions of this Clause shall survive termination of this Agreement.

It is agreed that if the Allottee does/do not settle the bank loan or the Allottee does/do not procure conditional no objection certificate from the existing bank/financial institution permitting resale of the said Apartment to 3rd Party and register the Deed of Cancellation within 15 days from the date the Promoter receiving the Allottees cancellation/termination notice, the Promoter shall be at liberty to sell and transfer the said Apartment and assign the car parking space, if any, to any 3rd party of its choice on such terms and conditions as the Promoter may deem fit and proper and thereafter the Promoter shall upon resale of the said Apartment to another Allottee and receipt of the Agreement Value thereof refund the balance amount of the Allottee herein subject to clearance of any bank loan/financial institution/obligation/lien/mortgage and registration of Deed of Cancellation.

12. NON-REFUNDABLE AMOUNTS:

Non-refundable amounts such as (a) earnest Money from the amounts paid till such date; (b) interest on any overdue payments; (c) brokerage paid to Channel Partners/Brokers, if any; (d) administrative charges as per Promoter's policy; (e) all taxes paid by the Developer to the Authorities; (f) amount of Stamp Duty and

Registration Charges to be paid on Deed of Cancellation of this Agreement, if Agreement is registered; (g) any other taxes which are currently applicable or may be applicable in future; (h) subvention cost which the Promoter may incur either by way of adjustment made by the Bank in installments or paid directly by the Promoter to the Bank; and (i) Stamp Duty and Registration Charges paid on the execution and registration of this Agreement, if any paid by the Promoter (collectively referred to as the “Non-Refundable Amounts”).

13. THIRD-PARTY REMITTANCE:

The Promoter shall not accept payment by cash and/or deposit of cash in the designated Bank Account of the Promoter, and such payment shall not be accepted and continue to appear as outstanding against the Apartment/Unit. The Promoter shall not accept payment from Third Parties under following criteria:

- a. Payment made by Allottee/s kith and kin (parents, siblings, spouse, friends, etc.);
- b. Payment made by a Company on behalf of the Allottee/s (where such Allottee/s is/are Shareholder/s);
- c. Individual making payment on behalf of the Company being the Allottee/s;
- d. Demand Draft shall not be accepted unless accompanied by a Letter from the Bank stating that the funds are from Allottee/s or Joint Allottee/s Bank Account only. The only exception herein shall be Demand Draft/Banker's Cheque received from the Mortgage Bank of the Allottee/s.

The Promoter shall not be responsible towards any Third-Party making payment/remittances on behalf of any Allottee/s, and such third-party shall not have any right in the application/allotment of the said premises applied for herein in any way, and the Promoters shall be issuing the payment receipts in favour of the Allottee/s only.

In case if the Allottee/s avail the financial assistance or home loan inter-alia for purchasing and acquiring the said apartment, then in that event, Promoter shall at the request and at the cost of Allottee/s, allow the charge or mortgage to be created upon the said apartment of such financial institution from whom the Allottee/s shall avail such financial assistance or home loan. It is agreed and understood that the entire responsibility/liability of repayment of the said financial assistance / home loan shall be that of the Allottee/s alone. The Promoter in no way shall be liable for the payment of or repayment of the said financial assistance/home loan to the said financial institution. The Allottee/s alone shall be liable and responsible for all consequences, costs and or litigations that may arise due to non-payment and default

in repayment of said financial assistance and home loan. In any case mortgage or charge that shall be created pursuant to availing of such financial assistance/home loan by the Allottee/s, shall be limited to and/or restricted to or upon to the said apartment only. Save and except the said apartment, no other portion of the said building and or said Plot shall be encumbered or charged with any liability of mortgage or otherwise against said financial assistance/home loan. The Allottee/s undertake/s to indemnify and keep indemnified the promoter against all losses, injures or damages that may be caused to the Promoter due to non-payment/repayment of the said financial assistance/home loan.

14. ADJUSTING OVERDUE PAYMENT:

Any overdue payment so received would be first adjusted against interest, then towards statutory dues, and subsequently towards outstanding principal amounts.

15. PROMOTER'S LIEN ON APARTMENT/UNIT:

Without prejudice to the other rights of the Promoter hereunder, the Promoter shall in respect of any amounts remaining unpaid by the Allottee/s under this Agreement, have a first charge/lien on the Apartment/Unit and the Car Parking Space, and the Allottee/s shall not transfer his/her/their/its rights under this Agreement, in any manner whatsoever, without making full payment of all amounts payable by the Allottee/s under this Agreement to the Promoter.

16. AMENITIES AND FIXTURES:

It is mutually agreed between the Allottee(s) and the promoter that the said Apartment shall be handed over to the Allottee in Bare-Shell condition, without any internal amenities, fixtures, or finishes OR the Allottee may accept the said Office/Shop/Flat in the manner in which it is provided by the Promoter, with the internal amenities, fittings, and fixtures as provided by the Promoter at their sole discretion, the list of amenities in project has been set out in **Schedule - IV** hereunder written ("General Specifications"). It is specifically agreed between the Parties hereto that the Promoter shall have the right to change/ alter/ substitute the said General Specifications in the event the same are unavailable, either in terms of quantity and/ or quality and/ or for any other reason beyond the control of the Promoter subject however to the applicable laws. If any change as aforesaid becomes necessary, the Promoter shall be entitled to choose the substitutes and/ or alternatives thereof in its absolute discretion to enable the Promoter to offer possession of the said Apartment on the specified date. The Promoter shall however try to ensure that such substitutes and/ or alternatives are similar to the amenities as

hereunder agreed, in quality and quantity, as far as may be reasonably possible and subject to availability. The Allottee/s agree(s) not to claim any rebate and/ or discount and/ or concession in the Sale Consideration on account of such change/ substitution. It is clarified that the General Specifications may not be manufactured or produced by the Promoter and that the same may have been sourced from third party vendors/ suppliers. Some of the General Specifications may be acquired under warranties and others may not have any warranties and the Promoter shall not be responsible to repair and/ or replace the same. Accordingly, once possession of the said Apartment with the General Specifications is handed over by the Promoter to the Allottee/s, thereafter in case of any operational issues or malfunctioning of the General Specifications, the Allottee/s shall not hold the Promoter responsible and/ or liable for repairs or replacement thereof; and the Allottee/s shall make appropriate claims only against the supplier/ manufacturer thereof, as per the terms of the respective warranties of the respective General Specifications (if applicable). The Allottee/s hereby confirms that the Allottee/s is/ are satisfied about the specifications, fixtures and fittings.

17. POSSESSION DATE:

The Promoter shall give possession of the Apartment to the Allottee/s on or before **31/12/2032**. If the Promoter fails or neglects to give possession of the apartment to the Allottee/s 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/s the amounts already received by him in respect of the Apartment with interest at the same rate as may be mentioned in the Clause 11 herein above from the date of default i.e. from the date of possession till the date the amounts and interest thereon is repaid, **subject to Allottee/s simultaneously executing registered Cancellation Agreement, *inter alia*, cancelling this Agreement.**

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 –

- (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.

18. PROCEDURE FOR TAKING POSSESSION:

- a) The Promoter, upon obtaining the Occupancy Certificate from the competent authority shall offer the possession of the Apartment to the Allottee/s, in writing within 7 days of receiving the occupancy certificate in respect of the said building

in which said apartment is situated, in accordance with the terms of this Agreement and the same shall be taken by the Allottee/s, within 15 days from the date of issuance of such notice. The Promoter shall give possession of the Apartment to the Allottee/s subject to the Allottee/s making payment of entire consideration as well as other amounts payable under this agreement including the interest for delayed payment if any accrued thereupon to Promoter. The Allottee/s also agree/s and undertake/s to pay the maintenance charges as determined by the Promoter or association of Allottee/s, as the case may be at the time of and/or before taking the possession.

b) The Allottee/s shall take possession of the Apartment within 15 days of the Promoter giving written notice to the Allottee/s intimating that the said Apartment is ready for use and occupation. Even if the Allottee/s does/do not take possession of the apartment, still he/she/they shall become liable for the payment of maintenance charges as mentioned in Clause 28 below, so also for all other taxes, levies, cess, holding charges and other charges as may be imposed or become payable in respect of the said Apartment.

c) Upon obtaining the Part Occupancy/Certificate from the concerned authority, the Promoter shall be entitled to hand over possession of the said premises to the Allottee/s, notwithstanding the absence of permanent electricity and water connections at the time of possession. The Promoter shall not be liable for any loss, damage, injury or delays by the Maharashtra State Electricity Board or any other relevant authorities in sanctioning, connecting or supplying electricity, or delays in obtaining or providing permanent water connection or other requisite service connections necessary for using/occupying the Premises. Further, upon such handover, the Allottee/s shall be liable pay their proportionate share of the costs towards the consumption of electricity and water, as applicable.

19. FAILURE OF ALLOTTEE TO TAKE POSSESSION OF APARTMENT:

a) Upon receiving a written intimation from the Promoter as per Clause 18 above the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as may be required, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in Clause 18 above such Allottee shall continue to be liable to pay maintenance as applicable.

The Allottee/s hereby agree/s that in case the Allottee/s fail/s to respond and/or neglects to take possession of the said Apartment within the time stipulated by the Promoter, then the Allottee/s shall in addition to the above, pay to the

Promoter holding charges of **Rs. 5,000/- (Rupees Five Thousand only)** per month, in addition to applicable taxes and applicable maintenance charges towards upkeep and maintenance of the Common Areas and Services for the period of such delay. During the period of said delay the said Apartment shall remain locked and shall continue to be in possession of the Promoter but at the sole risk, responsibility and cost of the Allottee/s in relation to its deterioration in physical condition.

- b) 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.

Provided further that the Allottee/s shall not carry out any alterations of whatsoever nature in the said Apartment of wing and in specific the structure of the said Apartment of the said building which shall include but not limited to columns, beams, etc. or in fittings therein, in particular, it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of water, if any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become Nil.

The word defect here means only the manufacturing and workmanship defect(s) caused on account of wilful neglect on the part of the Promoter and shall not mean defect(s) caused by normal wear and tear and by negligent use of Apartment by the occupants, vagaries of nature, etc. That it shall be the responsibility of the Allottee/s to maintain his unit in a proper manner and take all due care needed including but not limited to the joints in the tiles in his Apartment are regularly filled with white cement/epoxy to prevent water seepage. Further, where the manufacturer warranty as shown by the Promoter to the Allottee/s ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/wing. And if the annual maintenance contracts are not done/renewed by the Allottee/s the promoter shall not be responsible for any defects occurring due to the same. That the project as a whole has been conceived, designed and constructed

based on the commitments and warranties given by the vendors/manufacturers that all equipment's, fixtures sustainable and in proper working condition to continue warranty in both the Apartment and the common project amenities wherever applicable. That the Allottee/s has/have been made aware and that the Allottee/s expressly agrees that the regular wear and tear of unit/building/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20⁰ c and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee/s, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall then submit a report to state the defects in materials used, in the structure built of the Apartment/building and in the workmanship executed keeping in mind the aforesaid agreed Clauses of this Agreement.

The Allottee/s is/are aware that the leakage of water from the toilets, bathrooms and pantry is also likely to happen in said premises as well as from the neighboring and upper premises. Leaked water or moisture is likely to appear on the wall of the said premises, and that may deteriorate the painting and plaster on the walls. The Allottee/s is/are aware that water is a substance which is likely to escape, resulting into its leakage. Even if all safety and workmanship measures are taken to seal the joints of pipes, sometimes it cannot be avoided. Leakage may be due to various reasons not connected with construction. The Allottee/s agrees that the Promoters shall not be liable for any damage in the said premises due to leakage of water and its various other after-effects. The Allottee/s is/are aware that the said Tower is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new structural member may adversely impact the said Tower at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's obligation to all allottees of the said Tower to rectify any defect(s) or compensate for the same as mentioned in this Clause and the Allottee/s/the Society and/or other allottees of the said Tower shall have no claim(s) of whatsoever nature against the Promoter in this regard.

20. TERMINATION POST RECEIPT OF OCCUPANCY CERTIFICATE:

It is hereby agreed between the Parties that upon the receipt of Occupancy Certificate for the said Building, none of the Parties shall be entitled to terminate this Agreement, except in case of any default by Allottee/s after the intimation of receipt of Occupancy Certificate. Further, in case the Allottee/s fail/s to respond and/or neglect/s to take possession of the Apartment/Unit within the aforementioned time as stipulated by the Promoter, then the Promoter shall also be entitled along with other rights under this Agreement, to forfeit/claim the entire total consideration towards the Apartment/Unit along with interest on default in payment of instalments (if any), applicable taxes and any other charges/amounts. The Allottee/s further agree/s and acknowledge/s that the Promoter's obligation of delivering possession of the Apartment/Unit shall come to an end on the expiry of the time as stipulated by the Promoter and that subsequent to the same, the Promoter shall not be responsible and/or liable for any obligation towards the Allottee/s for the possession of the Apartment/Unit.

21. USER OF APARTMENT:

- a) The Allottee/s shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence and as may be permissible as per the said revised sanctioned plan. Allottee/s shall use parking space, if any only for purpose of keeping or parking his/her/their owned vehicle.
- b) The Allottee/s agree/s and undertake/s that his/her/their/it's right, title and interest in the Apartment/Unit shall be limited to and governed by what is specified in the Agreement, and shall not extend to the said land. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence only. He/She/They shall use the garage or parking space only for purpose of keeping or parking vehicle.
- c) The said Apartment/Unit shall be used for the purpose for which it has been allotted and no obnoxious/unauthorized/illegal use would be carried out by the Occupant(s) in the said Apartment/Unit. The Promoter has authority to enter the Apartment/Unit after giving 24 hours' advance notice to ascertain and to take action individually or jointly in case the Allottee/s or his/her/their Nominee(s)/Occupant(s) is/are found violating the terms and conditions laid down by the Planning Authority, and to recover from the Allottee/s as first charge upon the said Apartment/Unit, the cost of doing all or any such act and thing, all cost incurred in connection therewith or in and any way relating there to, for putting the things correctly and in order.

22. OTHER CHARGES PAYABLE BY THE ALLOTTEE/S:

- (A) The Allottee/s shall be liable to bear and pay all taxes and other charges payable in respect of the said Building/Project, proportionally, from the date, the Promoters obtained part Occupancy/Occupation Certificate from Competent Authority. The Allottee/s hereby agree/s that in the event of any amount by way of premium or security deposit to the Government of Maharashtra or to any Competent Authority or betterment charges or Development Tax or Security Deposits for the purpose of giving water connection or any other tax or payment of similar nature becoming payable by the Promoters, the same shall be reimbursed by the Allottee/s to the Promoters in proportion to the area of the said Apartment/Unit agreed to be purchased by the Allottee/s and in determining such amount the decision of the Promoter shall be conclusive and binding upon the Allottee/s.
- (B) In addition to the agreed consideration, the Allottee/s shall pay and bear all the following charges, deposits and expenses to the Promoter as and when demanded:
- (a) Legal and Document charges at the time of execution of this Agreement
 - (b) Valuation Report
 - (c) Development Charges/Transfer Charges/Infrastructure Development Charges payable to Competent Authority.
 - (d) Proportionate Stamp Duty and Registration Charges for Conveyance.
 - (e) Water and drainage connection deposit and meter charges or any other charges imposed by the Government Authority
 - (f) Electricity Connection, Meter Deposit, Service Charges or any other Electricity Service Provider Charges, Cable Charges and Transformer
 - (g) Co-operative Societies/Condominium of Apartment/Limited Company Formation/Registration Charges
 - (h) Property Tax due from the date of obtaining Occupancy Certificate by the Promoter
 - (i) Stamp Duty and Registration Charges on Apartment/Unit. If any additional Stamp Duty is payable over and above the Stamp Duty on premises, then the Allottee/s shall be liable to pay the same
 - (j) Service Tax, VAT, Cess, GST, or any other Taxes or Charges levied by the State or Government Authorities
 - (k) Any other charges, taxes and expenses levied by the Government Authorities
 - (l) Share money, application entrance fee of the Society or Limited Company

(m) Transfer Charges (if applicable) which are payable to Competent Authority

(All the above amounts to be decided at the time of possession by the Promoter.)

The Allottee/s hereby agree/s that he/she/they shall not be entitled to question either the quantum of such amount nor claim any interest thereon.

(C) That the Allottee/s shall also pay his/her/their share of insurance premium to keep the building insured against loss/damage by fire and to get an insurance policy in a sum equivalent to the total Sale Price of all the Apartments/Units, in the said Building with a Company to be approved by the Promoter. All the monies as and when received by virtue of any such insurance shall be spent in rebuilding or repairing the premises. Whenever the said damage for any reason whatsoever, the Allottee/s shall pay his/her/their proportionate share for reinstating or replacing the same and shall nevertheless continue to pay all the payments as no such destruction or damage has happened. The Allottee/s shall pay his/her/their proportionate share of expenses for keeping the said Building in good and substantial repairs and condition to the satisfaction.

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

23. ACCEPTANCE BY ALLOTTEE/S ABOUT PROMOTER'S LIABILITY:

SAVE AND EXCEPT as provided under RERA, the Promoter shall not be liable to give any account to Allottee/s for and of above stated amounts. It is also agreed and accepted that unless aforesaid amounts as mentioned in Clause 6 above are fully paid by Allottee/s, he/she/they shall not be entitled to demand the possession of the said Apartment.

24. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Allottee as follows:

- i. The Promoter has clear and marketable title with respect to the said Plot; subject to what has been stated hereinabove and/or in the Title Report and/or disclosed on the website of the authority under RERA, Promoter has requisite rights to carry out development upon the Said Plot and also have actual, legal and physical possession of the said Real Estate Project.
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite

as and when required under law further approvals from time to time to complete the development of the Project;

- iii. There is no litigation, save and except litigation, if any, as mentioned in Title Certificate annexed hereto at “**Annexure – _____**”, pending before any Court of law with respect to the said Plot or Project. All approvals, licenses and permits issued by the competent Authorities with respect to the Project, said Plot and said Building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent Authorities with respect to the Project, said Plot and said Building shall be obtained by following due process of law;
- iv. The Promoter has the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein upon said Apartment and/or said parking space, may prejudicially be affected;
- v. The Promoter has not entered into any Agreement for Sale and/or Development Agreement or any other agreement/arrangement with any person or party with respect to the said Plot and the said Apartment, which will, in any manner, affect the rights of Allottee/s under this Agreement.
- vi. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s in the manner contemplated in this Agreement;
- vii. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Said Plot) has been received or served upon the Promoter in respect of the Said Plot and/or the Project except those disclosed in the Title Report;
- viii. 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.

25. FORMATION OF SOCIETY:

The Allottee/s knows and accepts that the said real estate project is a redevelopment project of Society/Confirming Party and since the Society/Confirming Party is already in existence and the owner of the Said Plot, there will not be any question of Promoter complying with their obligation under RERA regarding formation of

society as per section 11 (e) and transfer of title as per Section 17 of RERA. However, if under the provisions of RERA or other applicable laws Promoter is required to execute any document, inter-alia, handing over the New Building to the Society/Confirming Party then Promoter will execute such document as and when required but at the cost and expenses of the Allottee/s and other Apartment holders of the New Building. The Allottee/s shall be liable to incur and bear his/her/their proportionate share/contribution in the said cost and expenses including the stamp duty and/or registration of such document and/or any other charge or taxes that may be levied due to this transaction by Competent Authority, Government or Quasi-Government, Judicial Or Quasi-Judicial Authorities or any other charge for the transfer of the said plot on 'actual basis'. This amount is not included in agreement value and shall be calculated and informed to the members of the society after Occupancy certificate.

The Promoter shall induct the Allottee/s as member/s in the said Society in accordance with the provisions of the bye-laws of the Society.

The Promoter shall require the Allottee/s to become the member of the said Society by paying the admission fee, share money, proportionate contribution to the fund and also by paying the other amounts as specified in this Agreement.

26. WARRANTIES AND COVENANTS OF AND BY THE ALLOTTEE/S:

The Allottee/s himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows: -

- a) To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- b) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or

default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- c) To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Parris or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.
- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- g) Not to put up any name or sign-board, neon light, publicity or advertisement material, hang clothes, etc., at the external facade of the Building, inside the glass window, or anywhere on the exterior or Common Areas or at any places other than the place specifically designated by the Promoter (if any). The Allottee/s shall be entitled to display his/her/their nameplate only at the appropriate place provided for the said Apartment/Unit, and in the manner approved by the Promoter.
- h) Not cause any nuisance, hindrance, disturbance and annoyance to the other Allottees/Occupants/Users in the Project, or Visitors to the Project, and also

Occupants of any adjacent or contiguous adjoining properties.

- i) Not to fix or install any window antenna on the roof or terrace or external façade of the said Building, except with the prior sanction of the Promoter or the Association of Allottees by whatever name called and/or the Federation, only at places earmarked by the Promoter.
- j) The Allottee/s to *sic utere tuo ut alienum non laedas* - Not to create any mischief, nor do any act or omission which could disturb the peace, serenity, tranquility of the said Apartment/Unit, or of other Occupants of the Building and/or Project.
- k) Not to carry or cause to be carried heavy packages on the upper floors which may damage, or is likely to damage the staircases, common passages or any other structure of the building/s, including of entrances of the building/s. In case any damage is caused to the building on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of such breach.
- l) To use the passenger lift for the period and in accordance with the rules and regulations framed by the Promoter or the Association of Allottees by whatever name called, from time-to-time. The Allottee/s shall not cause any damage to the lift, staircases, common passages or any common facilities or any other parts of the said Building, including the said Unit. All transportation of furniture and other construction material to their respective Apartment/Unit shall be done using Service Lift (if any) and/or staircase only.
- m) Not to enclose the passages, if any, forming part of the said Apartment/Unit without the previous written permission of the Promoter and/or the said Society, and of the concerned Authorities. In case the Allottee/s illegally encroaches upon such passage/s, and the same is demolished by the concerned Authorities, the Allottee/s shall be liable for the damage and loss caused to themselves as well as to the structure. The Allottee/s hereby indemnifies the Promoter against any such action taken by the concerned Authorities and the consequent damage and loss.
- n) Allottee/s is/are aware that various Allottees have chosen to buy Apartments/Units in the Project with the assurance that the conduct of all Allottees/Users shall be appropriate and in line with decent standards of social behavior. So also, the Promoter has agreed to sell this Apartment/Unit to the Allottee/s on the belief that the Allottee/s shall conduct themselves in a reasonable manner, and shall not cause any damage to the reputation of, or bring disrepute to or cause nuisance to any of the other Allottees/Users in the Project and/or to the Promoter. Any Purchaser who indulges in any action

which does not meet such standards shall be construed to be in default of his obligations under this Agreement.

- o) To plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter.
- p) Not to divide/sub-divide the said Apartment/Unit in parts without the prior consent of the Promoter, except for partitions, additions and alterations as provided in the Agreement.
- q) To observe that the outlet of rain water/roofs always have proper flow and not obstruct the same in any manner.
- r) The Allottee/s and/or the person/s to whom said Apartment is transferred or, is to be transferred hereby agree to sign and execute all papers, such other documents such as Supplementary Agreement, Possession Receipt, Indemnity, Declaration, Undertaking, etc., and to do all other acts as may be required of him/her/them/it, to do and execute from time-to-time for effectively enforcing this Agreement and/or for safeguarding the interest of the Promoter and all persons acquiring the remaining Apartments in the said building/s on the said Plot as well as for effectively delivering the possession of the said Apartment.
- s) The Allottee/s shall obtain prior written approval from the Promoter, to install the window/door grills, bird net protections/materials, invisible grills, and any other specification in the said Apartment. The design and specifications shall strictly be provided by the Architects of the Promoter only and the Allottee/s hereby confirm that they shall not raise any dispute with respect to the same. The Allottee/s also confirm and undertake that they shall not proceed to install their own designs and specifications in the said Apartment, in no event whatsoever. The Promoter may grant its consent for such alternations at its sole discretion. The Promoter is entitled to not grant its consent without assigning any reasons whatsoever.
- t) The Allottee/s hereby agree, confirm and undertake that, in the event if any delay occurs in handing over the possession of the said Apartment as mentioned under this agreement, due to reasons beyond control of the Promoter then, in such event, the Allottee/s shall not be entitled to demand any compensation from the Promoter. Moreover, the Allottee/s also undertake that they shall not raise any dispute/litigation with respect to the same.
- u) Pay to the Promoter within fifteen days of demand by the Promoter, his share of non-refundable security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

- v) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- w) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up and NOC is obtained from Promoter.
- x) The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- y) The Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said project land and/or said Buildings or any part thereof to view and examine the state and condition thereof.
- z) Pay to the Promoter within fifteen days of demand by the Promoter, his/her/their share of non-refundable Security Deposit and/or such other charges, amount, moneys, taxes, cess, etc., as the case may be payable by the Allottee/s under this Agreement and/or as may be demanded by the concerned local Authority or Government or water, electricity or any other service providers in connection to the Building in which the Apartment is situated and or in respect of said Apartment.
- aa) The Promoter shall in respect of any amount remaining unpaid by the Allottee/s under the terms and conditions of this agreement, shall have a first lien and charge on the said Apartment, agreed to be purchased by the Allottee/s.
- bb) Without prejudice to the rights of the Promoter under RERA and/or any other Act, the Promoter shall be entitled to take action against the Allottee/s if the

Allottee/s do/does not pay his/her/its/their proportionate share of outgoing every month and if remain/s in arrears for three months and/or do/does not pay the purchase price and/or other amounts which he/she/it/they is/are liable to pay under this agreement diligently, fully and finally; then the Promoter shall be entitled to terminate this agreement and enter upon the said Apartment and resume possession of the said Apartment.

cc) The Promoter shall be entitled to sell, transfer and/or agree to sell/transfer all the other Apartments and also agree to allot parking areas situated or to be situated in the said building/s and/or upon any portion of the Said Plot to anyone else in any manner whatsoever and such Allottee/s shall be entitled to use their respective Apartments/parking spaces/etc. for any purposes as may be permissible under law and the Allottee/s shall not take any objection of any nature in that regard.

The Allottees shall not dispute in Promoters right of making amendment and revision in the sanctioned plan and/or for making addition or alterations in the structure of the building by obtaining approvals from Competent Authority and/or utilization of entire development potentiality in the development of said Plot property in the form of FSI, TDR, DR premium FSI etc. The Promoter shall have unfettered right to construct additional apartments in the said building and/or to sell and allot all such additional apartment to the prospective Allottees so also the additional covered parking spaces which shall become available in the course of development to such prospective allottees, provided such change in layout plans shall be carried out by the Promoter by following due process of law and by adhering to the provisions of RERA and Rules and Regulations made thereunder and prevailing laws for the time being in force Provided further that the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

dd) In case of acquisition or requisition of the said Plot and/or any portion thereof, for any reason whatsoever by the Corporation and any other competent Authority; the Promoter alone shall be entitled to appropriate the compensation receivable or that shall be given against such acquisition or requisition.

ee) Not to relocate brick walls onto any location, which does not have a beam to support the brick wall.

ff) Not to change the location of the plumbing or electrical lines (except internal

extensions).

- gg) Not to change the location of the wet/waterproofed areas.
- hh) Not to put any claim in respect of the restricted amenities including open spaces, any space available for hoardings, gardens attached to their apartment or terraces and the same are retained by the Promoter as restricted amenities. The Allottee/s is/are aware that certain parts of the Building shall be allocated for exclusive use of certain users/residents. The price of the apartment has been determined taking this into consideration and the Allottee/s waives his/her/their/its right to raise any dispute in this regard.
- ii) Upon and after handover of the management of the Building to the Society, the Society (and its Members) will be responsible for fulfilment of all obligations and responsibilities in relation to approvals / permissions as may be required by the concerned Authorities from time to time.
- jj) The Allottee/s undertake/s to observe all other stipulations and rules which are provided herein in order to enable the Building to be well maintained and enable all Allottee/s to enjoy the usage of these areas as originally designed.
- kk) After receiving possession of the said Apartment from the Promoter, the Allottee/s shall make necessary application to the Society for becoming Member/s of the Society.
- ll) The Allottee/s, if is a resident of outside India (NRI) then he/she/they shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999(FEMA), Reserve Bank of India Act and Rules made there under or any statutory amendments(s) / modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India, etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with provision of FEMA or statutory enactments or amendments thereof and the rules and regulation of the Reserve Bank of India or any other Applicable Law. The Allottee/s understand/s and agree/s that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they shall be liable for action under the FEMA as amended from time to time. The Promoter accepts no responsibility / liability in this regard. The Allottee/s shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s subsequent to the signing of this agreement, it shall be the sole responsibility of the Allottee/s to intimate

the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/ remittances on behalf of any Allottee/s and such third party shall not have any right in the application / allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee/s only.

mm) For the purpose of this transaction the Promoter has relied on the representations of the Allottee/s that the amount of total consideration in respect of the Said Apartment payable by the Allottee/s to the Promoter or portion thereof is not originated from any proceeds of crime as envisaged under the provisions of Prevention of Money-Laundering Act, 2002 / Benami Transactions (Prohibition) Amended Act, 2016 amended up-to-date, and rules thereunder.

nn) That Allottee/s admit and accept the binding effects of all the covenants given hereinabove and the same shall be binding upon and enforceable against Allottee/s. The Allottee/s shall not commit any breach or violation of any of the abovementioned covenants given to the Promoter and understand that the entitlement to the 5 years' defect Liability Clause as stipulated in Clause 19(b) above by the Allottee/s shall be subject to Allottee/s not violating the covenants given by him/her/them vide Clause. Any breach or violation of above covenants shall make Allottee/s liable for action in accordance with law for breach of Contract.

oo) The representations and warranties stated herein are of a continuing nature and the Allottee/s shall be obliged to maintain and perform such representations and warranties from time-to-time.

27. CONVEYANCE TO SOCIETY AND/OR FEDERATION:

(i) **If required by MahaRERA:** The Promoter shall, within three months of registration of the Society or Association or Limited Company or receipt of Occupancy certificate, initiate the transfer to the society or Limited Company all the rights, title and the interest of the Promoter in the said structure of the building or wing in which the said Apartment is situated.

If required by MahaRERA: The Promoter shall, within three months of registration of the Society or Association or Limited Company or receipt of Occupancy certificate, initiate the transfer to the society or Limited Company all the rights, title and the interest of the Promoter in the project land on which the building is constructed.

- (iii) The charges, costs expenses for conveyance/assignment of leasehold rights, or any other charge or taxes that may be levied due to this transaction by Competent Authority, Government or Quasi-Government, Judicial Or Quasi-Judicial Authorities or any other charge for the transfer of the said Plot on 'actual basis' shall be borne by the Allottee in proportion to his gross usable area and that the Allottee shall come forward to accept conveyance of the said Plot in the name of the Society formed, within two (02) months from the date of intimation by the Promoter. This amount is not included in Agreement value and shall be calculated and informed to the Members of the Society after receipt of Occupancy Certificate.
- (iv) Upon the said society being formed and registered, it shall ensure and shall be liable to:
- a. Keep valid, subsisting and comply with the provisions of all statutory clearances and approvals, including for Environmental Clearance, storage of diesel from Chief Controller of Explosives, Fire and Rescue Services Department, Civil Aviation Department, and such other approvals, as are applicable to the Project and maintain proper record of such compliance;
 - b. Maintain the storm-water drainage system provided for the Project without causing any clogging or stagnation and ensure that the storm water is properly channeled in the drainage system provided for the same.
- (v) At the time of registration of Conveyance or Lease of the structure of the Building or Wing of the Building, the Allottee shall pay to the Promoter, the Allottees' share of Stamp Duty and Registration Charges payable by the said Society or Limited Company on such Conveyance or Lease, or any document or instrument of transfer in respect of the structure of the said Building/Wing of the Building. At the time of registration of Conveyance or Lease of the Project land, the Allottee shall pay to the Promoter, the Allottees' share of Stamp Duty and Registration Charges payable by the said Apex Body or Federation on such Conveyance or Lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

28. SOCIETY MAINTENANCE CHARGES:

- a) Commencing a week after notice in writing is given by the Promoter to the Allottee that the said Apartment is ready for use and occupation, irrespective of the Allottee taking the possession of the said Apartment, the Allottee will be liable for proportionate share of outgoings in respect of said Plot for water charges, insurance, common lights, repairs, salaries, property tax if any, security, sweepers and all other expense necessary and incidental to the

maintenance of the society. Such proportionate share of expense shall be calculated on the basis of area of the said Apartment plus the additional area attached to the said Apartment i.e., gross usable area vis-a-vis total gross usable area of said Project.

- b) The Allottee shall pay to the Promoter from the date of occupancy certificate or from the time of offering possession, an advance maintenance charges for the period of 24 months (the details of which are more particularly mentioned under Schedule V), along with Service Tax/GST as “Common Maintenance Charges (CAM)” for the upkeep and maintenance of the said Project building. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the building is conveyed to the Society as aforesaid.
- c) The amount mentioned as CAM charges herein is provisional, and is subject to change every 12 months based on inflation and market factors. The CAM charges shall become payable from CAM Commencement Date as may be determined at the relevant time.
- d) All such amounts payable as maintenance shall be deemed to be due and payable on and from the effective completion date, and shall be paid by the Allottee/s without raising any objection thereto, regularly and punctually within 72 hours from the due date to the Promoter.

29. MAINTENANCE AGENCY

The Promoter may maintain the amenities and upkeep the said land until such time as may be deemed necessary by the promoter or till formation of the Association of Allottees by whatever name called, and/or Federation, as per the terms of this Agreement. Accordingly, the Promoter may appoint an Agency (without any reference to the Allottee/s, other Owners, Users and Occupants of the Project) for day-to-day operations, maintenance and upkeep of the amenities (**Maintenance Agency**). The Allottee/s shall be obliged to pay the charges, if any, levied by the Maintenance Agency for specific services availed by the Allottee/s. The usage of such amenities by the Guests/Visitors of the Allottee/s shall be charged separately as determined by the Promoter or the Maintenance Agency or the Association of Allottees by whatever name called, and/or Federation.

30. NOMINEE:

In the event of death of Allottee/s, the Promoters shall be entitled to but not obliged to execute the Agreement for Sale/Sale Deed in favor of his/her/their legal heirs upon production of authenticated copies of supporting documents such as heirship

certificate/succession certificate from the concerned competent court/authority. Further, in absence of supporting documents, for assigning a temporary/interim caretaker for the Said Apartment, the Allottee/s could appoint Nominee/s for the purpose of accepting the possession of the said apartment, carrying out and executing all procedures related to formation, registration and such other task in respect of Association of Allottees/Society, by whatever name called. However, it is clarified that such nomination shall not be construed as transfer of ownership rights, title and interests in the said Apartment and that the liability of the transfer of rights by following due process of law, shall always lie upon the legal heir(s)/nominee of the Allottee(s) solely. The possession shall only be handed over to the Nominee in event, Nominee steps into the shoes of the Allottee/s and takes over all liabilities, obligations of the Allottees/s and abides by the provisions, terms and conditions of this Agreement as also pays the balance dues along with all other necessary charges to the Promoter in terms of this Agreement. The Nominee shall further be required to execute such necessary affidavits, declarations, indemnities, etc in favour of the Promoter before accepting possession of the Said Apartment.

31. DIFFERENCE IN MATERIALS:

- (a) Natural Materials - The Allottee/s acknowledge that they have been informed by the Promoter that many of the materials used in the Project, are natural materials. The Promoter has explained to the Allottee/s who understand that such natural materials are subject to variations in tone, color, grain, knots, texture and other features, which are beyond the control of the Promoter. Therefore, the Allottee/s acknowledge that the Promoter cannot guarantee that the products used would exactly match any samples that may have been shown to the Allottee/s.
- (b) Manufactured Materials – It has been further explained by the Promoter and the Allottee/s acknowledge that they understand that certain manufacture materials, including ceramic and vitrified tiles, anodized aluminum, sanitary-ware, etc., are subject to color variations due to the inherent manufacturing process, which is beyond the control of the Promoter. The final product used may, therefore vary from the samples (if any) shown to the Allottee/s.
- (c) Material supplied by Allottee – The supply of any material by the Allottee/s for installation or use in the Unit shall not be permitted, and the Promoter shall not be responsible for any damage or loss of any material supplied or installed by the Allottee/s.

32. HINDRANCE/OBSTRUCTION TO CONSTRUCTION:

- (a) The Allottee/s shall have no right whatsoever, to obstruct or hinder, on any ground whatsoever, the progress of the construction of the Project or any part thereof.
- (b) The Allottee/s shall not be permitted to enter the construction site of the Project without prior written permission from the Promoter, and all such visits must be in co-ordination with the Promoter's representative and duly escorted. The Promoter shall not be responsible for any accident or injury to the Allottee/s in case of such site visit during the construction phase.
- (c) No "House-Warming" or "Griha Pravesh" ceremonies shall be permitted before the possession of the Unit is handed over to the Allottee/s. No external agencies, carpenters, modular kitchen agencies, interior designers, etc., shall be permitted to carry out any work in the Unit before the possession of the Unit has been handed over to the Allottee/s.

33. DISCLAIMER ON MARKETING COLLATERAL:

It is specifically understood and accepted by the Allottee/s that the Brochures, advertising and marketing material provided by and published by the Promoters from time to time in respect of the Project are only conceptual in nature and are meant to provide a broad idea about the Project. These may indicate various features such as furniture layout, vegetation and plantation, colour schemes, vehicles, etc., to provide a sense of scale and context only, and are not technical documents, and therefore, strictly not to be used for understanding the specifications or the scope of what is included in the Project, and the same is not binding on the Promoter.

34. SAMPLE FLAT:

The Allottee/s agree and acknowledge that the sample unit constructed by the Promoter if any and all furniture, items, electronic goods, amenities, etc., provided therein are only for the purpose of showcasing the unit, and the Promoter is not liable/required to provide any furniture, items, electronic goods, amenities, etc., as displayed in the sample unit, other than as expressly agreed by the Promoter under this Agreement.

35. GOODWILL OF PROMOTER:

The Allottee/s is/are aware that the Promoter maintains a unique exterior look for all of their Projects and have earned a special repute for their Projects. The colour combination and exterior façade, and the "look and feel" of their Projects has become an integral part of their branding, and have acquired immense goodwill amongst the industry and the public. In view of the goodwill already created, the

exterior facade and the “look and feel” of the Project at any time would not be changed/altere d/modified without the prior written consent of the Promoter. If the Allottee/s has carried out any changes/alteration/modification to the exterior façade of the Building without the written consent of the Promoter/Association of Allottees, they would be liable for any consequences or compensation on account of such changes/alteration/modification, and also to restore the same to its original condition.

36. SEGMENT-WISE DEVELOPMENT:

The Promoter has informed the Allottee/s, and the Allottee/s has/have confirmed that the Promoter shall construct the Project consisting of such Floors as set out in the recital and in accordance with the plans, designs and specifications as referred hereinabove, and as approved by the concerned Authorities from time to time. The Project shall have the common areas, facilities and amenities that may be usable by the Allottee and are listed in the Schedule – IV hereunder written.

The Promoter shall be entitled to carry out minor additions/alterations due to architectural and structural reason duly recommended and verified by the Architect and Structural Engineer as required under relevant laws. These include right to change plinth area, specifications, elevations and location of the Building.

The Allottee/s is/are aware that certain amenities as defined in Schedule-IV shall/may be constructed post completion of the building/obtaining Part OC/OC, and the Allottee/s shall not raise any objection to take possession or otherwise in this regard on account of absence of amenities. The Allottee/s is also aware that such amenities are subject to change based on availability, and approvals, as applicable.

Till the entire development of the said land to its full development potential is completed, the Allottee/s shall not interfere in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and say over the unallotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or amenities to be provided and the Allottee/s shall have no right or interest in the enjoyment and control of Promoters in this regard and further Allottee/s shall not demand Amenities in the project till the entire development of the said land is completed and that OC is received for the last building in the project.

37. COPYRIGHT AND INTELLECTUAL PROPERTY:

The copyright of the design of the Project as well as the interiors of the Unit shall remain with the Promoter. Further, the Brand/Logo/Trademark and related IP in the Project, as well as the name of the Project, shall remain the property of the Promoter. The Promoter has informed the Allottee/s about the Promoter's intention to assign and transfer the parapet walls of the Projected Terrace, blank walls on the external periphery of the said Building or in any suitable place in the said Building (hereinafter called "the said hoarding space") and the Promoter shall be entitled to brand the said New Building / development on the said Project by putting its name/logo/sign on such conspicuous part of the building as desired by it. It is agreed that neither the Allottee/s nor the Society shall at any point of time be entitled to remove, object, dispute or demand any monetary consideration for putting up the sign/name/logo, said hoarding space or spaces may also be utilized for the purpose of advertisement which includes hoardings, any display of such sign-boards as well as neon light. The Promoter shall install separate electric meter for neon-light and shall also bear and pay the Government taxes directly or through the Society/legal body to be formed. The Promoter shall not contribute for any other outgoings to the said legal body. The Allottee/s shall not object in any manner and shall co-operate with the Promoter. The Promoter shall solely be entitled to and appropriate benefits received from assigning such hoarding space for advertisements, as the Promoter deems fit and proper.

38. FILMING RIGHTS:

The Promoter shall have the exclusive right to photograph or film the Project as well as the interiors of any of the Units at any time without causing disturbance/nuisance to the residents of the Project, and the residents shall not unreasonably prevent the Promoter or their Agent from doing so. Promoter shall also have the right to use photographs/videos/films for commercial purposes such as advertisements, cinema, etc., and all revenues, if any, from the same shall accrue to the account of the Promoter.

39. NATURE OF RELATIONSHIP:

The relationship between the Promoters and the Allottees established by this Agreement is that of independent Parties and nothing in this Agreement shall be construed to give either Party the right or power to direct or control the activities of the other Party, or to constitute the Parties as employer and employee, joint ventures, co-owners or otherwise as participants in a joint undertaking, or to allow either Party to create or assume any obligations or liabilities on behalf of the other Party for any purpose whatsoever, or to represent to any firm, person or entity that such Party has

any right or power to enter into any binding obligation or liability on the other Party's behalf, except as specifically agreed herein.

40. STATUTORY INTERPRETATION:

All references in this Agreement to statutory provisions shall be construed as meaning and including references to:

- a. Any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;
- b. All statutory instruments or orders made pursuant to a statutory provision;
- c. Any statutory provision of which these statutory provisions are a consolidation, re-enactment or modification.

41. DISCLOSURES AND TITLE:

The Allottee/s hereby declares and confirms that prior to the execution of this Agreement – (i) the Promoter has made full and complete disclosure of its title to the said property; (ii) has taken inspection of all the relevant documents; and (iii) has in relation to the Unit/Building/said property, satisfied himself of *inter alia* the following:

- a. Nature of the Promoter's right, title and encumbrances, if any;
- b. Approvals (current and future);
- c. Drawings, plans and specifications;
- d. Nature and particulars of fixtures, fittings and amenities.

The Allottee/s confirms that the Allottee/s has entered into this Agreement out of this own free will and without any coercion, and after reviewing and understanding a draft of this Agreement. The Allottee/s is/are entering into this instrument with full knowledge of the obligations and rights under this Agreement, and the applicable laws governing the same, and hereinafter shall have no right to challenge the same.

42. DEFAMATION:

The Allottee/s agree not to do or omit to do or cause to be done by any Party known to him any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Building/Project/said Property or the Promoter *per se*. In the event the Allottee/s does or omits to do any such act, deed or thing, the Promoter shall, without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement by addressing Notice of termination to the Allottee/s.

43. CO-OPERATING FOR COMMON SERVICES:

The Promoter has informed the Allottee that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the said plot. The Promoter has further informed the Allottee that all the expenses and charges of the aforesaid amenities and conveniences may be common for the Allottee/s along with the Purchasers of other units in the Project, and the Allottee/s shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the Purchasers of the other units on the Project, including the Allottee/s herein, and the proportion to be paid by the Allottee/s shall be determined by the Promoter, and the Allottee/s agrees to pay the same regularly, without raising any dispute or objection with regard thereto. Neither the Allottee nor any of the Purchasers of the other units in the Project shall object to the Promoter laying through or under or over the said Plot or any part thereof pipelines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other Buildings/Towers which are to be developed and constructed upon any portion of the larger land.

44. TRANSFER FSI OF PROJECT LAND:

The Promoter shall be entitled to transfer and/or assign the benefit of additional FSI/TDR or any other rights of the Project land to any third-party and/or to allow any third-party to use and/or consume TDR or any other benefits or advantages of any other properties on the Project land, who shall be entitled to all the rights mentioned above, including to do construction mentioned above.

45. STORAGE OF MATERIALS ON PROJECT LAND:

For all or any of the purposes mentioned under this Agreement, Promoter shall be entitled to keep and/or store any construction materials, on any portion of the Project land, and/or to have additional electricity supply and/or additional water supply and for purpose of construction, to do all such further acts, deeds, matters and things as may be necessary. In such an event or otherwise, Allottee/s shall not take any objection or otherwise, on the ground of any noise, nuisance and/or shall not claim any easement rights and/or any other rights in the nature of easement or other rights of any nature whatsoever. The Allottee/s directly and/or indirectly, shall not do any act, deed, matter or thing, whereby any obstruction, hindrance or otherwise, is caused in the said Project.

46. PERMISSION FOR INTERIOR WORK:

The Allottee/s has expressly agreed to take prior written consent from the Promoter or the Association of Allottees by whatever name called, as the case may be, before carrying out any changes/alteration/modification in the said Apartment or part thereof. If the Allottee/s has carried out such changes/alteration/modification without the written consent of the Promoter/Association of Allottees, they would not be liable for any consequences or compensation on account of such changes/alteration/modification.

- (a) The Allottees: (i) shall, on and after taking possession of the said Flat pay a refundable interest free security deposit as determined by the Promoter for and towards properly carrying out the interior works in the said Flat,
- (b) The Allottees shall after taking possession carry out interior works in the said Flat.
- (c) Before carrying out the interior works in the said Flat, the Allottee(s) should give Promoter in writing, the details of the nature of interior works to be carried out and take Promoter's written permission for the same along with plan.
- (d) Promoter will have a right to inspect and satisfy about the nature of interior works during the execution of the said works and thereafter. If during such inspection Promoter find that the nature of such works will be harmful to the said Building or to the owners of other Flat, then Promoter shall have the right to stop such interior works.
- (e) The Allottee(s) shall ensure that no portion of his/her/their floor area is subjected to a superimposed load in excess of its designed load and nothing is done in the said Flat whereby any floor below or above develops cracks or leaks.
- (f) The Allottee(s) will ensure that pursuant to the said interior works, the debris will be dumped in an area earmarked by Promoter or its Contractor and the same will be cleared by the Allottee(s), daily without fail and this should at no cost cause any nuisance or annoyance to the other owners/ Allottees of Flat. All cost and consequences in this regard will be to the account of Purchaser(s).
- (g) The Allottees will ensure that the contractors and workers engaged by Allottees during execution of the said internal work do not dump any waste material of whatsoever nature either in the toilet, wastewater line or soil line, which may block the free flow of down take wastewater, thus resulting in perennial choking and leakage.
- (h) All material brought in the said Flat for carrying out such interior works will be at the sole cost, safety, security and consequence of the Allottees and that Promoter will not be held liable or responsible for the same.
- (i) If during carrying out of such interior works any workmen sustain injury of

whatsoever nature, the same will be properly taken care, attended to and treated by the Allottees by providing at his/her/its/their own cost, including proper medical care and attention and that Promoter will not be held liable or responsible for the same. All liabilities and damages arising out of such injury will be borne and paid by the Allottee/s alone.

- (j) If during carrying out of such interior works, if any of Allottee(s)'s workmen misbehave or is found to be in a drunken state or carry out any immoral activity then in that event such workmen will be removed from the site forthwith and will not be allowed to re-enter the site again and the responsibility of the same shall be of the Allottee/s.
- (k) The Allottee must extend full cooperation to the Promoter and contractors of Promoter and ensure good governance of such works.
- (l) The Allottee must ensure that common passages/walkways are not obstructed or damaged while carrying out such works or thereafter forever.
- (m) No external or elevation changes/modifications of whatsoever nature will be permitted to be carried out by Allottee.
- (n) The Allottee will abide by all regulations and requirements of the Promoter and Contractors of Promoter in this regard, which is for common good and in no way cause any nuisance value to the owners of other Apartments.
- (o) The Allottee shall not make any structural alterations in the said Apartment (including without limitation to chisel of pillars, columns or beams or change in the floor or the ceiling of the said Flat) which would affect the safety and stability of the said Building.
- (p) The Allottee shall not extend its windows or increase any floor space by enclosing any balconies or overhanging ledgers above windows, 'chajjas' or make any installations or additions to the said Apartment which projects or extends beyond the said Apartment or make any change to the said Apartment, which extension, increase, installations, additions or change alters or is likely to alter the exterior features, façade or elevation or the exterior appearance on any side or rear of the said Building in any manner whatsoever so as to alter the façade/elevation built by the Promoter or detract from the uniformity and aesthetics of the said Building, which exists at the time at which the Promoter hands over possession of the Apartment to the Allottees.
- (q) The Allottees shall abide by all other instructions issued by the Promoter relating to the maintenance of the décor/façade of the said Building and guidelines that may be issued by the concerned authorities.
- (r) In the event any violations are observed by the Promoter's representatives/ nominees then same shall be intimated to the Allottees and the Allottees shall get the same

rectified within 14 (fourteen) days from the date of the said intimation at his/her/their cost and risk. In the event the Allottees fails to do the same, then the Company shall get the same rectified at the cost and risk of the Allottees adjusting the same from the said interest free security deposit collected from the Allottees.

47. NOT TO ENCROACH UPON EXTERNAL OR INTERNAL DUCT, AND/OR REFUGE AREAS:

Not to encroach upon external and/or internal ducts/void areas adjacent to the Apartment by constructing permanent and/or temporary work by closing and/or using it. The said duct areas are strictly provided for maintenance of service utilities such as plumbing pipes, cables, etc. For breach of any of the terms mentioned hereinabove, the Allottee/s shall be solely responsible for all the consequences arising because of the same.

Not to use or change any designated location of all designated refuge areas in the said Floor/Wing/Building for storage of goods, placement of Outdoor units of Air-conditioners and/or any such personal usage at all.

Not to use any other location or portion of the Apartment and/or Common Areas, except for those earmarked for the purpose of refuge areas, placement of Outdoor units of Air-conditioners, placement of fire-safety alarm, fire-safety equipment, etc.

48. ENVIRONMENTAL REGULATIONS:

Allottee/s to ensure through himself/themselves, and through the Association of Allottees, regular and timely compliance of any terms, conditions, including those related to environment as may be laid down by concerned authorities from time to time.

49. INSURANCE OF PLOT AND/OR BUILDING:

The Promoter is required under the Act to have the Project insured by an insurance company. The Purchaser/s is/are aware and acknowledges that this being a new requirement, no insurance company has till date introduced a suitable insurance policy which meets with the requirements of the said RERA Act and the MahaRERA Rules made thereunder. The Promoter shall, in accordance with the RERA Act and the MahaRERA Rules, subscribe to insurance policy/policies or product subject to their availability in the insurance sector. However, the Promoter will not be responsible in any manner if suitable insurance product/ policy for the aforementioned is unavailable and/or is available but does not fulfill all the requirements under Applicable Law. Parties further agree that in event, the Promoter subscribes to any relevant statutory policy as aforesaid then in such event, the

premium amount to be incurred shall be reimbursed/paid by the Allottees in the manner as mentioned under this Agreement. Promoter shall be entitled to retain possession till the time such amount and all other charges as mentioned in this agreement are paid by the Allottees.

50. PET ANIMALS:

The Promoter has informed the Allottee/s, and the Allottee/s is/are aware that only pet animals such as cat, dog, etc., that are permitted by law to be maintained as pets shall be allowed to be brought into the premises. No other wild, exotic or dangerous animals could be brought into the premises by any Member(s) or their Visitor(s). The Promoter has further specifically informed the Allottee/s and the Allottee/s has/have clearly understood and agreed that butchering the animals, treating them in an inhuman and cruel manner or any act that amounts to cruelty to animals would not be permitted, and would attract suitable penal action.

51. RIGHT OF WAY OF PROMOTER:

The Promoter reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the said land and any common rights of ways with the Authority to grant such rights to the Allottee/s and/or users of Apartments/Units in the Building/s being constructed on the said land (present and future) at all times and the right of access to the said land for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as Pump Room, Motor Room, Watchmen's Cabin, etc., situated on the said land and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities necessary for the full and proper use and enjoyment of the said land, and if necessary to connect drains, pipes, cables, etc., under, over or along the said land appurtenant to each and every Building to be constructed on the said land without in any way obstructing or causing nuisance to the ingress and egress of the Allottee/s or other Occupants of Apartments in Building/s constructed on the said land till such time the said land is handed over to the Association of Allottee/s known by whatever name.

Necessary provision for the above shall be made in transfer documents such as Deed of Transfer/Assignment/Declaration Deed of Apartment/Unit to be executed in respect of sale/transfer of Apartment/Unit in the Building to be constructed on Project Land. Allottee/s hereby expressly consents to the same.

52. ALLOTTEE/S FREE WILL:

The Allottee/s undertake that the Allottee/s has/have taken the decision to purchase the Apartment/Unit out of his/her/their own free will, based solely upon the information provided along with the documents enclosed, after giving careful consideration to the nature and scope of the entire development explained to the Allottee/s by the Promoter in person, including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc., contained in this Agreement.

53. ADDITIONAL CONSTRUCTION:

The Promoter shall be entitled to construct any additional area/structure, subject to available FSI and TDR, in the said land and by following due procedure of law prescribed under RERA r/w the Rules and Regulations made thereunder, as the Promoter may deem fit and proper and the Promoter shall, at its sole discretion, deal with and/or dispose of the same without any reference to the Allottee/s and/or the Federation, upon its formation/registration, as the case may be, in accordance with the terms of the relevant laws and the Allottee/s agree/s not to dispute to the same. The right hereby reserved shall be available to the Promoter until the complete optimization of the said land.

54. WAIVER:

Any delay tolerated or indulgence shown by Promoter, in enforcing terms, conditions, covenants, stipulations and/or provisions of this Agreement, or any forbearance, or giving of time to Allottee/s by Promoter, shall not be treated/construed/considered, as a waiver or acquiescence on part of Promoter of any breach, violation, non-performance or non-compliance by Allottee/s of any of the terms, conditions, covenants, stipulations and/or provisions of this Agreement, nor shall the same in any manner prejudice rights/remedies of Promoter.

55. TELECOMMUNICATION, DTH, CABLE AND INTERNET SERVICES, ETC.:

It is agreed that as and when the Promoter enters into agreements/arrangements with any person, or otherwise the Promoter is in a position to provide all Utilities (as defined hereinafter) or any of them, then in that event the Allottee herein shall procure such Utilities only from the Promoter or any person as may be nominated by the Promoter in that behalf, as the case may be, and pay such amount as may be fixed by the Promoter or its nominee, to the Promoter or to its nominee, as the case may be. This term is the essence of this Agreement. For the purpose of this Clause,

“Utilities” refers to gas, water, electricity, telephone, cable television, internet services and such other service of mass consumption as may be utilized by the Allottee on a day-to-day basis. It is further clarified that this Clause shall not be interpreted/construed to mean that the Promoter is obliged/liable to provide all or any of the Utilities whether or not the Promoter has entered into agreements/arrangements with any person, or otherwise the Promoter is in a position to provide all Utilities or any of them.

56. DELAY IN HANDING OVER COMMON AMENITIES:

The Promoter specifically makes it clear that there may be a situation where the said premises is ready for handing over of possession to the Allottee/s, however, common amenities, could not be provided to the Allottees for the reason of not having obtained Occupancy Certificate. The Promoter shall undertake to provide the Common Amenities by the time of completion of all phases of the Project, if not provided at the time of handing over of possession to the Allottee/s.

57. INDEPENDENT PROJECT:

It is made clear by the Promoter and the Allottee/s agree/s that the said premises shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said land, and is not a part of any other Project or Zone, and shall not form a part of and/or linked/combined with any other Project in its vicinity or otherwise, except for the purpose of integration of infrastructure for the benefit of the Allottee/s. It is clarified that the Project’s facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

58. RESTRICTION ON RIGHTS OF ALLOTTEE/S:

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the Said Plot and Building or any part thereof. The Allottee/s shall have no claim, save and except in respect of the Apartment hereby agreed to be sold to him/her/them and all open spaces, common areas, parking spaces, lobbies, staircases, lift area, terrace internal road, etc., will remain the property of the Promoter unless conveyed as per the provisions of law to and in favor of the society.

59. UNSOLD UNITS IN SAID PROJECT:

a) The Promoter shall be inducted as a member of said Society for unsold Units upon formation of Society and conveyance of the said Plot to Society.

- b) The Promoter shall be entitled to sell the unsold Units in said Project without any separate permission or consent of Society and the Members of Society. The prospective Allottee of such unsold Units shall be inducted by the Society as Members and no objection shall be raised either by existing Members or the Society.
- c) The Allottee/s or Society shall not be entitled to demand any transfer charge for the transfer of unsold Units by the Promoter to prospective Allottees.
- d) The Promoter shall also be entitled to car parking reserved for the unsold Units and the Society or Allottee shall not stake claim on such parking.
- e) The Promoter shall be entitled to mortgage the unsold Units of the said Project with the financial institutions without any separate NOC from Society or the Members of Society.
- f) The Promoter is entitled to all the rights of being a member of Society i.e., right to attend meeting, right to vote in the meeting, etc.

60. PROMOTER'S RIGHT TO MORTGAGE OR CREATE CHARGE UPON PROJECT LAND:

The Promoter if it so desires shall be entitled to create security on the Project Land together with the building/s being constructed thereon by availing loans/financial assistance/credit facilities from banks/financial institutions, against securities thereof, save and except the Apartment/Flat allotted hereunder. The Promoter shall be entitled to and be at liberty to sign mortgage deeds, loan agreements and other documentation whether legal or in English form or by way of deposit of title deeds, save and except the Apartment/Flat, provided the Promoter shall be the principal debtor and it shall be the sole responsibility of the Promoter to repay such loan amount with interest, charges and expenses thereon, in any case on or before the assignment/transfer/lease/ sub lease of the land (or any part thereof) and building/s constructed thereon in favour of the Common Organization/ Apex Body. The Allottee/s hereby gives express consent to the Promoter to raise such financial facilities against security of the Project Land together with the building(s) being constructed thereon and mortgage the same with banks/financial institutions as aforesaid, save and except the Apartment/Flat agreed to be transferred hereunder.

61. BINDING EFFECT:

Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date

of receipt by the Allottee/s and secondly, appear for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee/s fail/s to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 7 (Seven) days from the date of its receipt by the Allottee/s, application of the Allottee/s for allotment of apartment shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever and by deducting therefrom liquidated damages as stated in Clause 11 above.

62. ENTIRE AGREEMENT:

This Agreement, along with its Schedules and Annexures, constitutes the entire Agreement between the Parties with respect to the subject-matter hereof and supersedes any and all understandings, any other Agreements, Allotment Letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment.

63. RIGHT TO AMEND:

This Agreement shall not be amended by either of the Parties without mutual consent of each other. The amendment if any is to be made to this Agreement shall be made only by written consent of both the Parties and not otherwise.

**64. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE(S)/
SUBSEQUENT ALLOTTEE(S):**

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

65. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the provisions of RERA Act or the Rules framed thereunder then, such provisions of the Agreement shall be deemed to have been amended or deleted and or shall be considered as 'severed' from this Agreement as if it was not forming part

of this Agreement. But in that eventuality the remaining Provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee/s has/have to make any payment in common with other Allottees in Project, the same shall be in the proportion of the RERA carpet area of the Apartment.

67. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction. All costs expenses, charges, taxes, including Stamp Duty, GST, Registration Charges etc., that shall be required to be incurred for execution of such instruments and/or for taking such other action, shall be incurred and paid by the Allottee/s in proportionate share.

68. EFFECT OF TERMINATION:

It is specifically agreed between the Parties hereto that if this Agreement is terminated under any circumstance as stated hereinabove, all the instruments under whatsoever head executed between the Parties hereto in respect of the said Apartment/Unit shall stand cancelled, and either Party shall have no right, title, interest or claim against each other, except as provided herein.

69. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter at the Promoter's Office as mentioned in the Title Clause.

The Allottee/s and/or Promoter or his representative / POA holder shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoter or his representative / POA holder will attend such office and admit execution thereof. But all expenses towards Stamp Duty, Registration Charges, GST, Taxes, MVAT, Service Tax and/or any other Cess and Taxes pertaining to this Agreement and/or any other

document that shall be executed in connection with the said Agreement, shall be borne and paid by the Allottee/s.

70. ADDRESS FOR CORRESPONDENCE:

That all notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Registered Post A.D or notified Email ID/Under Certificate of Posting at their respective addresses or email address specified here in this agreement

The Allottee/s shall be responsible for providing their accurate and valid identification details and contact information to the Promoters along with relevant supporting documents, and to keep the same updated. The Allottee/s shall, within 15 (fifteen) days of any change in their particulars, issue written Notice to the Promoter intimating such change along with authenticated copies of supporting documents, failing which all communications and letters posted at the above address or at the email address shall be deemed to have been received by the Promoter or the Allottee/s, as the case may be.

71. JOINT ALLOTTEES:

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

72. STAMP DUTY AND REGISTRATION:

The charges towards Stamp Duty and Registration Charges of this Agreement shall be borne by Allottee/s.

73. DISPUTE RESOLUTION:

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the _____ Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

74. GOVERNING LAW:

That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

SCHEDULE - I

SAID PLOT ABOVE REFERRED TO:

ALL that piece or parcel of land bearing **Sr. No. 118, H. No.2, H. No. 3, Sr. No. 14, Sr. No. 93**, area admeasuring **8290.64 Sq. Mtrs.**, lying, being and situated at **Sector No. I**, Village: **Dawadi**, Taluka: **Kalyan**, District: **Thane- 421301** and bounded as under;

On or towards the North by :
On or towards the South by :
On or towards the East by :
On or towards the West by :

SCHEDULE - II

SAID APARTMENT ABOVE REFERRED TO:

Flat/Unit No....., admeasuring about Sq. Mtrs. RERA Carpet Area + Sq. Mtrs. Enclosed Balcony Area + Sq. Mtrs. Terrace Area +Sq. Mtrs. Balcony + Sq. Mtrs. Service Shaft appurtenant to the Said Flat, on the residential floor, of the building named **“RAJGAD BY BHAGWATI HAWARE - WING - D”** which is constructed in or upon the above referred said Plot, which Apartment/Unit is shown on the Floor Plan thereof as **Annexure - D**.

SCHEDULE - III

(PAYMENT SCHEDULE)

The Allottee/s has/have paid on or before execution of this Agreement a sum of Rs...../- (Rupees Only) as Application Fee and hereby agree/s to pay to the Promoter the balance amount of purchase consideration 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, I/we have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. _____ and _____ respectively.

Allottee hereby agrees to pay to that Promoter the said balance amount in the following manner:

Total Amount:	Rs...../-
Amount Received:	Rs...../-
Balance Amount:	Rs...../-

Sr. No.	Particulars	Percentage
1.	On Booking	10%
2.	After the Execution of Agreement	20%
3.	On or before Completion of the plinth Works	15%
4.	On or before Completion of 1 st slab	1.4%
5.	On or before Completion of 3 rd slab	1.4%
6.	On or before Completion of 5 th slab	1.4%
7.	On or before Completion of 7 th slab	1.4%
8.	On or before Completion of 9 th slab	1.4%
9.	On or before Completion of 11 th slab	1.4%
10.	On or before Completion of 13 th slab	1.4%
11.	On or before Completion of 15 th slab	1.4%
12.	On or before Completion of 17 th slab	1.4%
13.	On or before Completion of 19 th slab	1.4%
14.	On or before Completion of 21 st slab	1.4%
15.	On or before Completion of 23 rd slab	1.4%
16.	On or before Completion of 25 th slab	1.4%
17.	On or before Completion of 27 th slab	1.4%
18.	On or before Completion of 29 th slab	1.4%
19.	On or before Completion of 31 st slab	1.4%
20.	On or before Completion of 33 rd slab	1.4%
21.	On or before Completion of 35 th slab	1.4%
22.	On or before Completion of 37 th slab	1.4%
23.	On or before Completion of 39 th slab	1.4%
24.	On or before Completion of 41 st slab	1.4%
25.	On or before Completion of 43 rd slab	1.4%
26.	On or before Completion of 45 th slab	1.4%
27.	On or before Completion of Top Slab	1.4%
28.	On or before Completion of Brick Work Door & Window Frames	05%
29.	On Completion of internal & External Plaster	05%
30.	On Completion of Flooring Tiles & wall Tiles	05%

31.	On or before Completion of Plumbing, Electrical Fittings, Painting	3.2%
32.	On Possession	3.2%
	Total:	100%

SCHEDULE IV

(LIST OF AMENITIES)

A.) Description of the common areas provided:

<u>Sr. No.</u>	<u>Type of common areas provided</u>	<u>Proposed Date of Occupancy Certificate</u>	<u>Proposed Date of handover for use</u>	<u>Size/area of the common areas provided (In Sq. Mtrs.)</u>
i.	Lobby	NA	NA	NA
ii.	Lift	NA	NA	NA

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

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

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

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

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

<u>Sr. No.</u>	<u>Type of open spaces (RG/PG) to be provided</u>	<u>Phase name/ number</u>	<u>Size open spaces to be provided</u>	<u>Proposed Date of availability for use</u>	<u>Proposed Date of handing over to the common organization</u>
i.	NA	NA	NA	NA	NA

E.) Details and specifications of the lifts:

<u>Sr. No.</u>	<u>Type Lift (passenger/ service /stretcher/goods /fire evacuation/ any other</u>	<u>Total no. of Lifts provided</u>	<u>Number of passenger or carrying capacity in weight (kg)</u>	<u>Speed (mtr/sec)</u>
i.	Lift		NA	NA

SCHEDULE V

[Meaning of certain terms and expressions]

<u>Sr. No.</u>	<u>Terms and Expressions</u>	<u>Meaning</u>
1.	Said Apartment	Flat/Unit No..... on the floor of the Real Estate Project being

2.	RERA Carpet area of the said Premises as per RERA sq. mtrs. excluding balcony area admeasuring sq.mtrs.
3.	Sale Price	Rs...../- (Rupees Only)
4.	Part Payment towards the Sale Price paid prior hereto	Rs...../- (Rupees Only)
5.	CAM/Maintenance Charges for 24 Months (excluding Taxes)	
6.	Bank Account of the Promoter
7.	Car parking space/s	Right to park in car parking space/s Car Parking Type: _____ Location: _____ Car Parking Level: _____ Car Parking No. : _____ Length : _____ - Ft Breadth : _____ - Ft Height/Vertical Clearance: _____ Ft
8.	Completion Date	31/12/2032
9.	Said Nominee	Name: Relationship with Allottee/s: Address of Nominee:
10.	Contact Details	Promoter's email address:..... Promoter's phone number: Allottee/s email Allottee/s phone number:
11.	PAN	Promoter's PAN: Allottee/s PAN:
12.	GST	Promoter's GST: _____ Allottee/s GST (if applicable): _____

IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR HANDS
THIS DAY OF 2026 AT _____.

THE COMMON SEAL OF THE)
WITHIN NAMED “PROMOTER”)
M/s. BHAGWATI HAWARE)
PROPERTIES SUPERTECH)
Through its Partner/s)

<i>(Signature)</i>

<i>(Photo)</i>

<i>(Left Thumb)</i>

SIGNED & DELIVERED BY THE)
WITHIN NAMED “ALLOTTEE/S”)
1) MR.....)

<i>(Signature)</i>

<i>(Photo)</i>

<i>(Left Thumb)</i>

2) MR.....)

<i>(Signature)</i>

<i>(Photo)</i>

<i>(Left Thumb)</i>

In the presence of

1) MR.....)

2) MR.....)

RECEIPT

Received an amount of Rs...../- (Rupees Only)
from Allottee/s towards part payment of total consideration as mentioned above in
following manner;

Date	Amount (Rs.)	Cheque No.	Name of the Bank

I say received

M/s. BHAGWATI HAWARE PROPERTIES SUPERTECH

Through its Partner(s)