

AGREEMENT FOR SALE

BETWEEN

ANILINE CONSTRUCTION COMPANY PRIVATE LIMITED

AND

[●]

**APARTMENT NO. [●]
[●] FLOOR**

PARKWOODS D5

DATED _____, 2018

AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** made and entered into at [●] on this [●] day of [●] in the year [●]

BETWEEN

ANILINE CONSTRUCTION COMPANY PRIVATE LIMITED (CIN NO.U24239MH1959PTC011443) PAN No. AAACA3479J, a Company registered under the Companies Act, 1956 having its registered office at DB House, Gen. A. K. Vaidya Marg, Goregaon (E), Mumbai – 400 063(hereinafter referred to as "**the Promoter**", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors in title and assigns) of the **FIRST PART**;

AND

(1) [●](PAN: [●]), and (2) [●] (PAN: [●])having his/her/their/its address at [●], hereinafter referred to as "**the Allottee(s)**", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their/its heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the co-parcenary and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors and the beneficiary(ies) of them and in case of a body corporate/company its successors and permitted assigns) of the **SECOND PART**

The Promoter and the Allottee(s) are hereinafter collectively referred to as "**the Parties**", and individually as a "**Party**".

WHEREAS:

- A. The Promoter holds all those pieces or parcels of land bearing Survey. No. 163/5 to 8B/1, 163/5 to 8B/2, 163/9A/1, 163/9A/2, 165/1A, 165/2A, 166/6A, 166/7A, 166/8A, 166/9A, 166/9B, 166/10A/1, 166/10A/2, 166/11A, 166/12A, 166/13A, 166/14A/1, 166/14A/2, 166/15A/1, 166/15A/2, 166/16A, 166/22A/1, 166/22A/2, 166/22A/3, 166/24A/1, 166/24A/2, 166/24A/3, 166/30A/1, 166/30A/2, 167/1, 167/2 and 167/3 of Village Kavesar admeasuring an aggregate 45600.05 square metres (sqm) or thereabouts lying, being and situate at Village Kavesar in the Registration Sub-District Thane, Mumbai (Maharashtra) ("**the Larger Land**") shown in "BLACK" colour boundary lines on the plan hereto annexed and marked as **Annexure "1"**which also includes a setback of 4230 square metres shown in "YELLOW" colour wash on the plan hereto annexed and marked as **Annexure "1"**and an Amenity Open Space of 1770.14 square metres shown in "PURPLE" colour wash on the plan hereto annexed and marked as **Annexure "1"** more particularly described in the **First Schedule** hereunder written in the manner and on terms stated vide diverse Indenture of Conveyances executed in the favour of the Promoter.

- B. Out of the portion of the Larger Land, the Promoter has already developed a residential project called Parkwoods Phase I comprising of Parkwood Building Nos. A1, B2, B3 & C4.
- C. The Promoter has also constructed certain commercial premises on a portion of the Larger Land.
- D. The Promoter is now proposing to construct another residential project, in two phases, as detailed below :
 - (i) as Parkwoods D5 on a portion of the Larger Land admeasuring approximately 682.66 square meters.
 - (ii) as Parkwoods D6 on a portion of the Larger Land admeasuring approximately 682.00 square meters.

Parkwoods D5 is hereinafter known as 'the Phase II Parkwoods D5 Real Estate Project' & proposed Parkwoods D6 is hereinafter known as 'the Phase III Parkwoods D6 Project'. The Phase II Parkwoods D5 Real Estate Project and the Phase III Parkwoods D6 Project are collectively referred as "Sale Phase" more particularly described in the **Second Schedule** hereunder written and shown in "ORANGE" colour boundary lines on the plan hereto annexed and marked **Annexure "1"**.

- E. The Promoter is proposing to further develop and construct Parkwoods Phase IV being the reservation area in accordance with the applicable Government Policy on a portion of the Larger Land admeasuring 4809.63 square meters shown in "DARK GREEN" colour wash on the plan, hereto annexed and marked **Annexure "1"**. ("Phase IV Project Property").

The properties described and detailed in Clause A, B, C, D & E are hereinafter collectively referred to as "the Whole Project".

- F. The Title Certificate dated 19th Day 2016 issued by Advocate M. L. Chaturvedi certifying the title of the said Larger Land which is also annexed and marked as **Annexure "2"** hereto and the Form 7/12 Extracts of the Larger Land are annexed hereto as **Annexure "3"**.

G. Details of Encumbrances :-

- i) By and under a Debenture Trust Deed dated 27th March 2017 (Registration No. TNN4-1240-2017) the Promoter has created a charge inter-alia over the Sale Phase, together with FSI / TDR to be exploited thereon in favour of Catalyst Trusteeship Limited.
- ii) Subsequently, by and under an Indenture of Mortgage for Additional Collateral dated 28th August 2018 duly registered and bearing Registration No. TNN9-9456-2018, the Promoter continued the aforesaid charge in favour of Catalyst Trusteeship Limited by modifying the additional property details more particularly described in the Schedule written thereunder,
- iii) The Promoter further created an additional charge in favour of Catalyst Trusteeship Limited by and under a Debenture Trust Deed dated 21st August 2018 and registered bearing Registration No. TNN9-9451-2018 over property details more particularly described in the Schedule written thereunder.

- iv) The Promoter has created a further charge by and under an Indenture of Mortgage dated 21st March 2018, executed between the Promoter and ECL Finance Limited and registered bearing Registration No. TNN4-1500-2018 over the Sale Phase.
- v) Subsequently, by and under an Indenture of Mortgage for Additional Collateral dated 21st August 2018 duly registered and bearing Registration No. TNN9-9453-2018, the Promoter continued the aforesaid charge by including additional property details more particularly described in the Schedule written thereunder,

H. The proposed building known as 'Parkwoods D5' has been registered as a 'real estate project' ("the Phase II Parkwoods D5 Real Estate Project") with the Real Estate Regulatory Authority ("Authority"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("RERA") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("RERA Rules"). The Project has been registered under RERA and the RERA Rules with the Authority under Registration No.P51700007024 and has duly issued the Certificate of Registration for the Project and a copy of the RERA Registration Certificate is annexed and marked as **Annexure "4"** hereto. The Promoter shall register Parkwoods D6 (Phase III Parkwoods D6 Project) with MahaRERA on the receipt of the required building approvals.

I. The Allottee(s) has, prior to the date hereof, examined a copy of the RERA Certificate. The Allottee(s) has also examined all documents and information uploaded in respect of the Project on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects. The Allottee(s) has agreed and consented to the development of the Sale Phase and the Larger Land.

J. The principal and material aspects of the development of the Phase II Parkwoods D5 Real Estate Project are briefly stated below-

- (i) There is 1 (one) wing of a building known as 'ParkwoodsD5' having approximately 4 basements (currently approved as 2 double height basements) 1 ground floor/plinth, 1 podium level and 47 proposed upper floors (currently approved as 29 upper floors).
- (ii) Approximately 22,673.55 sq. mts. BUA is proposed to be consumed in Phase II ParkwoodsD5 Real Estate Project. The Promoter proposes to eventually consume balance and further FSI / TDR in the construction and development of the Whole Project (including the Phase III Parkwoods D6 Project) as would be permitted under applicable Law on the Larger Land;
- (iii) The common areas, facilities and amenities in the Phase II Parkwoods D5 Real Estate Project that may be usable by the Allottee(s) and are listed in the **Third Schedule** hereunder written ("Common Areas, Facilities and Amenities in the Sale Phase").
- (iv) The Promoter shall be entitled to designate any spaces/areas

in the Phase II Parkwoods D5 Real Estate Project (including on the terrace and basement levels of the Real Estate Project) for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the Allottee(s) and other Allottee(s) of apartments in the Real Estate Project. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method. For this purpose, the Promoter may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, base sub-stations, towers etc.

- (v) The name of the Building is known as 'Parkwoods D5'.
- (vi) The conferment of the title of the Building known as 'Parkwoods D5' upon the Society of Allottees of Apartments in Phase II Parkwoods D5 Real Estate Project is more particularly specified in Clause 14 below.
- (vii) A copy of the Development Permission dated 20th November 2017 bearing No. VP No. S06/0270/17 (Old VP No.89/129)/PMC/TDD/2405/17 is hereto annexed and marked as **Annexure "5"** hereto and Commencement Certificate dated 15th March 2018 bearing No. VP No. S06/0270/17 (Old VP No.89/129)/PMC/TDD/2541/18 is hereto annexed and marked as **Annexure "6"** hereto.
- (viii) The Promoter has informed the Allottee(s) that this Phase II Parkwoods D5 Real Estate Project, Phase III Parkwoods D6 Project & the Phase IV Project Property are phase wise projects in terms of consumption of FSI and is being developed as a layout proposal consisting of a multistoried buildings comprising of multiple wings and the Promoter may amend / modify / vary / alter / increase / decrease / add / delete (as the case may be), the number of floors / number of buildings / number of wings / future phases / design / project brand name / services / façade / elevation / RG areas / common areas / infrastructure / features / contractors / vendors / suppliers / construction method of the Project, as may be required by the Promoter including but limited to, towards product improvement and / or optimizing the use of and consumption of the full building potential of the Larger Land including existing / future additional Floor Space Index (FSI) / Fungible FSI / Premium FSI / Transferable Development Rights (TDR) / any other buildable right by any name whatsoever and / or and / or by change of law and / or change of policy and / or any other rights and benefits including on account of undertaking incentive FSI schemes and such other schemes under the applicable laws, or any floating rights which is or may be available in respect of the Sale Phase and/or Larger Land, as the case may be, or elsewhere and / or any potential that is or may be available on account of the existing provisions or any amendments thereto under applicable law or as may be required / permitted by TMC or any other Statutory / Governing body. The Allottee(s) is aware and accepts that the Promoter shall ultimately develop the Project as per the proposed plans, which have been disclosed to the Allottee(s) and on the RERA website, along with proposed changes thereto, as have been disclosed to the Allottee(s) and contemplated herein. The

Promoter is entitled to amend, modify the layout of the Larger Land, as may be required by the Promoter and permitted under applicable law from time to time. The Allottee(s) expressly consents to the above under Section 14 of RERA, provided that the carpet area / Location / Floor / Wing / Specifications / Facilities / Amenities of the Allottee(s)'s Apartments is not altered, except for changes as provided in this Agreement.

- (ix) The Allottee(s) has perused a copy of the Proposed Layout Plan ("Proposed Layout") and which is annexed to this Agreement as **Annexure "1"**, which shows the locations of the Phase II Parkwoods D5 Real Estate Project and, Phase III Parkwoods D6 Project and other presently proposed development to be constructed on the Larger Land ("Proposed Potential").
- (x) The Allottee(s) has been clarified that if the Promoter so chooses, at its sole discretion, the Promoter may permit access to the Allottee(s) to the existing podium/amenities/Clubhouse of the Larger Layout shown on the plan in RED colour hash lines annexed hereto as **Annexure "1"**. The Allottee(s) has no vested right to claim such an usage or access thereto. A Separate Clubhouse and amenities will be provided on Project Property for Allottee(s) of Phase II Parkwoods D5 Real Estate Project & Phase III Parkwoods D6 Project. If such permission is granted to the Allottee(s) in the Phase II Parkwoods D5 Real Estate Project & the Phase III Parkwoods D6 Project, then similar rights will be granted by the Promoter to the Allottee(s) of the existing Building Nos. A1, B2, B3 & C4 standing on the Larger Land.
- (xi) As mentioned at Recital J above, the common areas, facilities and amenities in the Sale Phase that may be usable by the Allottee(s) are detailed in the **Third Schedule** hereunder written.
- (xii) The scheme and scale of development proposed to be carried out by the Promoter on the Larger Land is in accordance with applicable law as amended from time to time;
- (xiii) The Promoter shall be entitled to put hoarding/boards of their Brand Names, in a form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Land and on the façade, terrace, compound wall or other part of the buildings/towers/wings as may be developed from time to time and shall also be entitled to place, select, decide hoarding/board sites.

K. The Allottee(s) is/are desirous of purchasing residential premise bearing No. [●] on the [●] floor of Wing [●] of the Phase II Parkwoods D5 Real Estate Project (hereinafter referred to as the "said Apartment"). By and under an Application Form dated [●], the Allottee(s) has requested the Promoter to allot the said Apartment in the Phase II Parkwoods D5 Real Estate Project at or for the total consideration and on the terms and conditions as contained therein. The Promoter has accepted the Application vide their letter dated [●]. A Copy of the aforesaid Application Form and the said Letter is annexed hereto as **Annexure "7"**.

- L. The Promoter has entered into standard Agreement/s with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.
- M. The Promoter has appointed a Structural Engineer for the preparation of the structural design and drawings of the buildings and the Phase II Parkwoods D5 Real Estate Project shall be under the professional supervision of the Architect and the Structural Engineer (or any suitable replacements / substitutes thereof) till the completion of the Phase II Parkwoods D5 Real Estate Project.
- N. The Promoter has the right to sell the Apartments in the Phase II Parkwoods D5 Real Estate Project, and, to enter into this Agreement with the Allottee(s) of the said Apartment to receive the sale consideration in respect thereof.
- O. On demand from the Allottee(s), the Promoter has given inspection to the Allottee(s) of all the documents of title relating to the Larger Land, and the plans, designs and specifications prepared by the Promoter's Architects, Saakaar Architects, and of such other documents as are specified under the RERA and the Rules and Regulations made thereunder, including inter-alia the following:-
 - i. All approvals and sanctions issued by the competent authority for the development of the Phase II Parkwoods D5 Real Estate Project including future phases on the Larger Land layout plans, building plans, floor plans, change of user permissions, NOCs, Letters of Offer, Development Permissions, Plans Sanctions, C.C., Parking Plans, Traffic NOC, MOEF EC, etc. and such other documents as required under Section 11 of RERA;
 - ii. All title documents by which the Promoter has acquired the right and entitlement to develop the Larger Land
 - iii. All the documents mentioned in the Recitals hereinabove
 - iv. the Title Certificate dated 19th February 2016 issued by Advocate M. L. Chaturvedi, certifying the title of the Larger Land which is also annexed and marked as **Annexure "2"** hereto; and
 - v. the authenticated copies of the Form 7/12 Extracts for Survey. No. 163/5 to 8B/1, 163/5 to 8B/2, 163/9A/1, 163/9A/2, 165/1A, 165/2A, 166/6A, 166/7A, 166/8A, 166/9A, 166/9B, 166/10A/1, 166/10A/2, 166/11A, 166/12A, 166/13A, 166/14A/1, 166/14A/2, 166/15A/1, 166/15A/2, 166/16A, 166/22A/1, 166/22A/2, 166/22A/3, 166/24A/1, 166/24A/2, 166/24A/3, 166/30A/1, 166/30A/2, 167/1, 167/2 and 167/3 i.e. the Larger Land, which is annexed and marked as **Annexure "3"** hereto
- P. The currently approved typical floor plan of the said Apartment is hereto annexed and marked as **Annexure "8"** and proposed typical floor plan of the said Apartment is hereto annexed and marked as **Annexure "9"** and the proposed typical plan of the said Apartment shown in blue colour wash is hereto annexed and marked as **Annexure "10"**. The Allottee(s) accords his / her / its express consent under Section 14 of RERA to the changes contemplated to the typical

plans, as reflected when the approved typical floor plans at **Annexure "8"** are compared with the proposed typical floor plans at **Annexure "9"**.

- Q. While sanctioning the plans, approvals and permissions as referred to hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Phase II Parkwoods D5 Real Estate Project and upon due observance and performance of which only, the Occupation Certificate and Building Completion Certificate in respect of the Phase II Parkwoods D5 Real Estate Project shall be granted by the competent authority.
- R. Further, (i) the requisite approvals and sanctions, for the development of the Phase II Parkwoods D5 Real Estate Project from the competent authorities are obtained / being obtained, and (ii) all approvals and sanctions from other relevant statutory authorities as may be required for the development of the Phase II Parkwoods D5 Real Estate Project are applied for and/or in process of being obtained and/or obtained by the Promoter.
- S. The Promoter have accordingly commenced construction of the Phase II Parkwoods D5 Real Estate Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove.
- T. Prior to execution of this Agreement, the Allottee(s) has/have obtained independent advice with respect to this Agreement and the transaction contemplated herein with respect to the said Apartment, made enquiries thereon and is satisfied with respect to, (i) the title of the Promoter to develop the Phase II Parkwoods D5 Real Estate Project and such title being clear and marketable; (ii) the approvals and permissions (including Plans Sanction / IOD and CC) obtained till date and (iii) the Promoter's entitlement to develop the Whole Project including Phase II Parkwoods D5 Real Estate Project and to construct the Phase II Parkwoods D5 Real Estate Project thereon as mentioned in this Agreement including at Recital J above and applicable law and sell the Apartments therein. The Allottee(s) undertake(s) that he/she/it/they has/have verified with his/her/its/their financial advisor and confirm that the Allottee(s) has/have the financial capability to consummate the transaction as contemplated herein.
- U. The carpet area of the said Apartment as per the currently approved typical plans as defined under the provisions of RERA is [●] square metres. The carpet area of the said Apartment as per the proposed typical floor plans as defined under the provisions of RERA is [●] square metres. The Allottee(s) confirms that the said Apartment as per either the currently approved typical floor plan OR the proposed typical floor plan will be delivered to him / her / it within the time frame and with fixtures and amenities as contemplated herein and the Sale Consideration for the said Apartment will be adjusted on a pro-rated basis as per the final carpet area delivered to the Allottee(s) prior to Possession.
- V. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

W. The Promoter has agreed to sell to the Allottee(s) and the Allottee(s) has agreed to purchase and acquire from the Promoter, the said Apartment, as per the proposed typical floor plans, at or for the price of Rs. [●]/- (Rupees [●] Only) and upon the terms and conditions mentioned in this Agreement ("Sale Consideration"). Prior to the execution of these presents, the Allottee(s) has paid to the Promoter a sum of Rs. [●]/- (Rupees [●] Only), being part payment of the Sale Consideration of the Premises agreed to be sold by the Promoter to the Allottee(s) as Allotment Premium (the payment and receipt whereof the Promoter hereby admits and acknowledges).

X. As set out in recital G, the Promoter has availed lending facilities and to secure the same, the Promoter has created mortgages inter-alia on the said Apartment in favour of Catalyst Trusteeship Limited and ECL Finance Limited (hereinafter collectively referred as "the Lenders") as recited hereinabove. The Lenders have issued their respective NOC's dated [●] vide which [●] and NOC's dated [●] vide which [●] have released its charge on the said Apartment and permitted the Promoter to sell the said Apartment to the Allottee(s). A copy of the Lenders NOC's are hereto annexed and marked as **Annexure "11"**.

Y. Under Section 13 of the RERA, the Promoter is required to execute a written agreement for sale of the said Apartment with the Allottee(s) i.e. this Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908.

Z. In accordance with and subject to the terms and conditions set out in this Agreement, the Promoter hereby agrees to sell and the Allottee(s) hereby agrees to purchase and acquire, the said Apartment.

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

1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience, and are not intended in derogation of RERA.
2. The Promoter shall construct the Phase II Parkwoods D5 Real Estate Project, in accordance with the plans, designs and specifications as referred hereinabove, and as would be approved by the Thane Municipal Corporation (TMC) from time to time. The Phase II Parkwoods D5 Real Estate Project shall have the common areas, facilities and amenities that may be usable by the Allottee(s) of the Building known as Parkwoods D5 in accordance with and set out in Recital J(iii) and are listed in the **Third Schedule** hereunder written.

PROVIDED THAT the Promoter shall have to obtain prior consent in writing of the Allottee(s) in respect of any variations or modifications which may materially and directly adversely affect the said Apartment of the Allottee(s), except, any alteration or addition required by any Government authorities, or, due to change in law, or, any change as contemplated by any of the disclosures already made to the Allottee(s). The Promoter shall also be entitled to make such additions and alterations as may be required by the Allottee(s) within the said Apartment or as may be required by any other Allottee(s) of the said Project within his/her/their/its

Apartment without the written permission of any other Allottee(s) of Apartments in the Project or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by an Authorized Architect or Engineer including such changes as set out in Recital J(viii). The Allottee(s) hereby gives its irrevocable consent to all of the above required changes including as required under Section 14 of RERA.

3. Purchase of the Apartment and Sale Consideration:

(i) The Allottee(s) hereby agrees to purchase and acquire from Promoter, and Promoter hereby agrees to sell to the Allottee(s), the Apartment No. [●] on the [●] floor of Phase II Parkwoods D5 Real Estate Project admeasuring [●] square metres carpet area as per RERA i.e. the Apartment, as more particularly described in the **Fourth Schedule** and as shown in the currently approved typical floor plan of the said Apartment is hereto annexed and marked as Annexure "8" and proposed typical floor plan of the said Apartment is hereto annexed and marked as Annexure "9" and the proposed typical plan of the said Apartment shown in blue colour dash lines is hereto annexed and marked as Annexure "10", at and for the total consideration of **Rs. [●]/- (Rupees [●] Only)** i.e. the Sale Consideration. The Allottee(s) shall also be entitled to conventional or mechanical car parking space(s) in the basements or ground or podium floor level, as per final allotment) in the said Project (hereinafter referred to as "said car parking space/s"). The allotment of the said car parking space/s shall be made in favour of the Allottee(s) without any consideration.

The Promoter has informed the Allottee(s) that a Clubhouse will be constructed in the Sale Phase on the Proposed Layout and the same will be equipped with various amenities and facilities for the use of the Allottee(s)/occupants and their immediate family members of the residential Apartment within the Sale Phase (and as further contemplated in Recital J(x) hereinabove), in accordance with various rules and regulations and as provided in Clause 17 herebelow.

(ii) The Car Parking Space shall not be used for any purpose other than for parking a motor vehicle by the Allottee(s). The Car Parking Space shall be used in the manner as permissible under the Statutory Regulations, along with the various approvals, including but not limited to, the CFO NOC, Traffic NOC, and all other applicable permissions / regulations. The Allottee(s) indemnifies and keeps indemnified the Promoter along with its successor(s) / nominee(s) / assign(s) against any cost and consequence of any nature whatsoever arising out of the Allottee(s)'s use / misuse of the Car Parking Space in any manner that is not permitted under the applicable regulations. The Parking Space Maintenance charges may be decided by the Promoter/ Society /FMC and payable by the Allottee(s). The car parking spaces may be mechanical or conventional and independent or in tandem. The said right of exclusive use of the Car Parking Space shall be heritable and transferable only along with the said Apartment. The Car Parking Space/s shall also be treated as a restricted common area in case of non-mechanical parking. The Promoter reserves the right to allot the location of aforesaid Car

Parking Spaces and issue an Allotment Letter to that effect anytime before or at the time of issuance of the Possession Notice. The Allottee(s) confirms that he/she/they/it shall not be entitled to transfer the car parking spaces allotted to the Allottee(s) dehors or independent of the said Apartment. The Allottee(s) acknowledges and confirms that the car parking space(s) as requested will be reserved for the Allottee(s) only as an exclusive additional amenity in respect of the said Apartment.

(iii) *The RERA payment schedule and the rate were shared with the Allottee for the said Apartment, however Allottee(s) has requested to provide lumpsum price rebate and a revised Payment Schedule, which was on request of the Allottee(s) revised and agreed, and accordingly the structured payment schedule was offered by the Promoters and the same has been accepted by the Allottee(s) unconditionally and the Allottee(s) hereby agrees not to raise any objection or protest in respect to the price and payment schedule at any time for any reason whatsoever. In such cases, the existing Payment Schedule has been annexed to a revised payment schedule named as "Structured Payment Schedule" and the same, as applicable and agreed by the Allottee(s), is annexed hereto as Annexure "12".*

(iv) The Allottee(s) has paid before execution of this Agreement, a sum of Rs. [●]/- (Rupees [●] Only) towards Allotment Premium and this is treated as advance payment and the Allottee(s) hereby agrees to pay to the Promoter, the balance amount of Sale Consideration of Rs. [●]/- (Rupees [●] Only) in the manner and payment installments more particularly mentioned in the **Annexure "12"** hereto. The Promoter and the Allottee(s) have mutually agreed to the installment schedule at Annexure 13 hereto and has in such installments of the balance Sale Consideration already allowed a rebate for early payments of installments payable by the Allottee(s) and the same has already been adjusted in the total sale consideration i.e. Rs. [●]/- (Rupees [●] Only) as mentioned in Clause 3(i) hereinabove. The provision for allowing rebate and such rate of rebate shall not be subject to any revision / withdrawal, once granted to an Allottee(s) by the Promoter.

(v) It is clarified that the Allottee(s) shall make payments towards the **Sale Consideration** (i) **by Cheque** in favour of "Aniline Construction Company Pvt. Ltd.". (ii) **by Online Transfer** to the "Bank Account No. 00600310034582, Beneficiary Name "Aniline Construction Company Pvt. Ltd." maintained with **HDFC Bank Ltd.**, Fort Branch with IFSC Code HDFC00000060 ("the said Account"). AND

All taxes, other charges, pass through charges etc. (i) **by Cheque** in favour of "Aniline Construction Company Pvt. Ltd.". (ii) **by Online Transfer** to the "Bank Account No. 05211010006630, Beneficiary Name "Aniline Construction Company Pvt. Ltd." maintained with **Oriental Bank of Commerce (OBC)**, Gokuldharm, Film City Road, Goregaon (East) Branch with IFSC Code ORBC0100521 ("the said GST & Other Charges Account").

(vi) The Sale Consideration excludes taxes (consisting of tax paid

or payable by way of Value Added Tax, Service Tax, GST and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the Apartments and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including service tax, VAT, GST and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Apartment, shall be borne and paid by the Allottee(s) alone and the Promoter shall not be liable to bear or pay the same or any part thereof.

The Allottee(s) is aware that presently the concessional rate of 8% GST is applicable on this transaction in view of the Phase II Parkwoods D5 Real Estate Project falling in the purview of the PMAY CLSS scheme and under "Infrastructure Sector" as per present Policy of the Government of India. In the event of any change in the Policy / applicable rate in GST, the difference shall be paid / reimbursed by the Allottee(s) to the Promoter on demand.

- (vii) The Sale Consideration is escalation-free, save and except as provided in Clause 3(x) below and/or escalations/increases due to increase on account of development charges or its applicable rate payable to the competent authority and/or any other increase in charges or new charges which may be levied or imposed by the competent authority Local Bodies / Government from time to time. The Promoter undertake and agree 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 / demand, published/issued in that behalf to that effect along with the demand letter being issued to the Allottee(s).
- (viii) The Promoter shall confirm the final carpet area that has been allotted to the Allottee(s) after the construction of the said Wing is complete and the Occupation Certificate is granted by the Thane Municipal Corporation, by furnishing details of the changes, if any, in the actual carpet area, subject to a variation cap of 3% (three per cent) on the carpet area of the Apartments as per the Proposed Typical Floor Plan. The total Sale Consideration payable on the basis of actual carpet area of the said Apartment shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area (as defined under the RERA Act) of the said Apartment then, the Sale Consideration of the said Apartment shall stand proportionately reduced and the balance amounts paid by the Allottee(s) shall be adjusted at the time of payment of last installment of the Sale Consideration payable by the Applicant(s). If there is any increase in the carpet area allotted to Allottee(s), the Promoter shall demand additional amount from the Allottee(s) towards Sale Consideration at the time of payment of last installment of Sale Consideration payable by the Allottee(s). The Allottee(s) hereby gives irrevocable

consent to all of the above. It is clarified that the payments to be made by the Allottee(s), as the case may be, under this Clause 3(x), shall be made at the same rate per square meter calculated as per clause3(i) above. The Allottee(s) hereby gives its irrevocable consent to all of the above including as required under Section 14 of RERA. The Allottee(s) is aware and agrees and confirms that the Promoter shall be entitled to make variations in the amenities and specifications, including but not limited to re-location of water, power, sewage, telephone, internet, fiber optics and other service and utility connection, facilities and underground water tanks, pumps, recreation areas, Clubhouse level and their dimensions as deemed fit by the Promoter and permitted / required under the relevant statutory rules and regulations related thereto.

- (ix) The Allottee(s) authorizes the Promoter to adjust/appropriate all payments made by him/her/it under any head(s) of dues against lawful outstanding, if any, in his/her/their/its name as the Promoter may in their sole discretion deem fit and the Allottee(s) undertakes not to object/demand/direct the Promoter to adjust his/her/their/its payments in any manner.
- (x) On a written demand being made by the Promoter upon the Allottee(s) with respect to a payment amount (whether Sale Consideration or any other amount payable in terms of this Agreement), the Allottee(s) shall pay such amount to the Promoter, within 15 (fifteen) days of the Promoter issuing said written demand, without any delay, demur or default.
- (xi) If the Allottee(s) enters into any loan/financing arrangement with any bank/financial institution, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement, in the same manner detailed in this Clause 3 (which will not absolve Allottee(s) of its responsibilities under this Agreement).
- (xii) The Promoter shall be entitled to securitise the Sale Consideration and other amounts payable by the Allottee(s) under this Agreement (or any part thereof), in the manner permissible under RERA, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Sale Consideration and other amounts payable by the Allottee(s) under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee(s) shall be required to make payment of the Sale Consideration and other amounts payable in accordance with this Agreement, in the manner as intimated.
- (xiii) The Sale Consideration is only in respect of the said Apartment. The Promoter has neither charged nor recovered any price separately for the said Car Parking Space/s / Clubhouse, limited common areas and the common areas facilities and amenities (except as specified in this Agreement).
- (xiv) The Allottee(s) shall deduct tax at source ("TDS") from each

instalment of the Sale Consideration as required under the Income Tax Act, 1961. The deduction of an amount made by the Allottee(s) on account of TDS while making any payment of the Sale Consideration to the Promoter, shall be acknowledged/credited by the Promoter only upon Allottee(s) submitting Form 26QB being Challan-cum-Statement of deduction of tax u/s. 194-IA and the amount of deduction of tax gets reflected in the Promoter's Form 26AS being the Annual Tax Statement u/s. 203AA of the Promoter.

(xv) The Allottee(s) is aware that the brickwork and flooring, external façade/windows and partition wall, whether internal or external, plumbing works (both external and internal), electrical works (both external and internal) mechanical work (both external and internal), general finishing works of whatever nature of the said Apartment and of the Wing, and vertical transportation works of the Wing may be initiated by Promoter at any stage during the construction cycle simultaneously with casting of slabs and the Promoter shall raise demands for the installments in respect thereof simultaneously with demands for the installments payable for commencement/completion of slabs. The Allottee(s) undertakes to make payment of installments in respect of the same as and when demanded by the Promoter and shall not dispute or challenge the said demands under any circumstances and any reason whatsoever.

4. The Promoter hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the TMC / relevant statutory authorities at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartments to the Allottee(s), obtain from the TMC, the Occupation Certificate or Completion Certificate (as the case may be) in respect of the said Apartment.

5. The disclosures/documents provided by the Promoter to the RERA Authority at the time of application for registration as well as from time to time including all information pertaining to this Project has been read, understood and consented by the Allottee(s) and the Allottee(s) shall not take any objection or make any claim whatsoever relating to the changes/amendment/revisions (as already disclosed) which may be carried out by the Promoter in this regard and having understood such proposed changes to be carried out, the Allottee(s) has decided to enter into this commercial transaction for acquiring the said Apartment. All the disclosures/documents, information provided to the RERA Authority including which are available on the RERA website pertaining to the said Project and approvals, FSI, sanctioned and proposed plans, reservations etc., shall be deemed to have been disclosed herein and are not repeated herein for the sake of brevity. The latest uploaded documents under the respective titles, as can be viewed under the Document Upload Section of the Project Details, and that may/will be uploaded, time and again, however, shall subsequently prevail over the previous/earlier documents that have been uploaded from the time of RERA registration of the said Phase II Parkwoods D5 Real Estate Project.

6. Time is of the essence for the Promoter as well as the Allottee(s). The Promoter shall abide by the time schedule for completing the Apartment and handing over the said Apartment to the Allottee(s)

after receiving the Occupation Certificate in respect thereof and the common areas, facilities and amenities in the Phase II Parkwoods D5 Real Estate Project that may be usable by the Allottee(s) and are listed herein and annexed hereto. Similarly, the Allottee(s) shall make timely payments of all installments of the Sale Consideration and other dues payable by him/her/it and meeting, complying with and fulfilling all its other obligations under this Agreement.

7. FSI and development potentiality with respect to the Proposed Future and Further Development of the Larger Land/ Whole Project:

The Allottee(s) hereby agrees, accepts and confirms that the Promoter intends to develop the Whole Project on the Larger Land (by utilization of the full development potential) and shall develop the same in the manner more particularly detailed at Recital J above and as depicted in the tentative layout plans and specifications at Annexure "1" hereto constituting the Proposed Layout Plan and the Proposed Potential and Allottee(s) has agreed to purchase the said Apartment based on the unfettered and vested rights of the Promoter in this regard, which the Promoter shall be entitled to amend/ modify in its sole discretion subject to the provisions contained in the proviso to Clause 2 hereinabove and Recital J(viii).

8. Possession Date, Delays and Termination:

(i) The Promoter shall give possession of the Apartment to the Allottee(s) on or before **31st March 2025** ("Possession Date") and as disclosed in Form B as submitted by the Promoter under RERA, with Occupation Certificate, provided however, that the Promoter shall be entitled to extension of time for giving delivery of the Apartment on the Possession Date as provided under RERA, including if the completion of the Phase II Parkwoods D5 Real Estate Project is delayed on account of any or all of the following factors:-

- (a) Any force majeure events;
- (b) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;
- (c) Any stay order / injunction order issued by any Court of Law, competent authority, MCGM, statutory authority;
- (d) Any other circumstances that may be deemed reasonable by the Authority.
- (e) any reasons beyond the control of or not attributable to the Promoter;

The Promoter shall endeavor to offer possession of the Apartment to the Allottee(s) on or before 30th June 2023 ("Early Date"). Accordingly, it is clarified that in the event the Promoter obtains the Occupation Certificate in respect of the said Apartment and offers the Allottee(s) to take possession of the said Apartment prior to the Possession Date, then in such a case the Allottee(s) shall be obliged to take possession of the said Apartment and make payment of the outstanding installments of the Sale Consideration and other amounts and the Allottee(s) agrees that the Promoter shall be entitled to demand the outstanding installments of the Sale Consideration and other amounts and the Allottee(s) agrees and undertakes to pay the same, without any delay

and/or demur.

- (ii) If the Promoter fails to hand over the said Apartment to the Allottee(s) on the Possession Date (subject to extension for the reasons as stated in Clause 8(i) and such extension as may be granted under RERA), then the Allottee(s) shall be entitled to either of the following:
 - (a) call upon the Promoter by giving a written notice by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter ("**Interest Notice**"), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon ("**the Interest Rate**") for every month of delay calculated from the Possession Date till the date of offering to hand over of the possession of the said Apartment by the Promoter to the Allottee(s), on the Sale Consideration paid by the Allottee(s) to the Promoter **OR**
 - (b) the Allottee(s) shall be entitled to terminate this Agreement by giving written notice to the Promoter by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter ("**Allottee(s) Termination Notice**"). On the receipt of the Allottee(s) Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. The Promoter shall process the refund within 30 days of receipt of the Allottee(s) Termination Notice. Simultaneous with the execution and registration of the Deed of Cancellation of this Agreement with the Promoter, the Promoter shall refund to the Allottee(s) the amounts already received by the Promoter under this Agreement with interest thereon at the Interest Rate to be computed from the date the Promoter received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid together with a sum of Rs.50,000/- (Rupees Fifty Thousand only) towards genuine pre-estimated compensation and without any further interest/compensation/ damages or any other amounts by whatsoever name called. In the event, any of the applicable taxes/interest/penalties have been paid by the Allottee(s) are refunded by the appropriate Authority to the Promoter on account of such termination then the Promoter shall refund the same to the Allottee(s), back to back. On such payment of the amounts by the Promoter (as stated in this clause), the Allottee(s) shall have no claim of any nature whatsoever on the Promoter and/or the said Apartment and/or car park and the Promoter shall be entitled to deal with and/or dispose of the said Apartment and/or the car park in the manner they deems fit and proper.
- (iii) In case if the Allottee(s) elects his/her/their/its remedy under sub-clause (ii) (a) above then in such a case the Allottee(s) shall not subsequently be entitled to the remedy under sub-clause (ii) (b) above.

(iv) If the Allottee(s) fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then, the Allottee(s) shall pay to the Promoter interest at the Interest Rate, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate. If the Allottee(s) fail(s) to pay the applicable GST within the due date, then the Allottee(s) shall be liable to pay the same together with interest at the Interest Rate computed from the due date till the date of payment, without prejudice to the provisions of Clause 8(v) below.

(v) Without prejudice to the right of the Promoter to charge interest at the Interest Rate mentioned at Clause 8 (iv) above, and any other rights and remedies available to the Promoter, on the Allottee(s) committing default in payment on due date of any amount due and payable by the Allottee(s) to the Promoter under this Agreement (including his/her/their/its proportionate share of taxes and other outgoings) (notwithstanding whether such default is subsequently rectified or not), the Promoter shall be entitled to at its own option and discretion, terminate this Agreement, provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee(s) ("Default Notice"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee(s), of its intention to terminate this Agreement with detail/s 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 the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then on the expiry of the period contained in the Default Notice, the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee(s) ("Promoter Termination Notice"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee(s). On the issuance of the Promoter Termination Notice by the Allottee(s), this Agreement shall stand terminated and cancelled ipso facto without any further act, deed or thing. On the termination and cancellation of this Agreement in the manner as stated in this sub-clause, the Promoter shall be entitled to forfeit a sum equivalent to 20% percent of the Sale Consideration and also deduct any brokerage expenses incurred by the Promoter, Pre EMI interest (in case the Applicant has opted for subvention / deferred payment scheme) and/or applicable taxes/statutory dues/interest/penalties ("Forfeiture Amount") as and by way of agreed genuine pre-estimate of liquidated damages. Within a period of 30 (thirty) days of execution and registration of the Deed of Cancellation of this Agreement, the Promoter shall after deduction of the Forfeiture Amount and other amounts as mentioned hereinabove, refund the balance amount of the Sale Consideration received by the Promoter to the Allottee(s). In case the Allottee(s) has availed any loans (including subvention scheme), for payment of the Allotment Premium/Sale Consideration then in such case the amounts

disbursed by the lending Bank/Financial Institution to the Promoter, shall be refunded by the Promoter to such lending Bank/ Financial Institution directly and the Allottee(s) authorizes the Promoter to collect the original Agreement for Sale from such Bank/Financial Institution and the Promoter shall not be required to take any consent / confirmation from the Allottee(s) at anytime. It is clarified herein that in case the amount of loan availed by the Allottee(s) is greater than the Sale Consideration received by the Promoter less the Forfeiture Amount, the difference would have to be paid by the Allottee(s) from his/her/their/its own sources and ensure there is no outstanding bank loan with respect to the said Apartment. In case the Allottee(s) refuses to make such differential payment, the Promoter may make such payment on his/her/their/its behalf. This payment shall be recovered from the Allottee(s) together with such % interest per annum equivalent to the borrowing cost of the Promoter. Upon the termination of this Agreement, the Allottee(s) shall have no claim of any nature whatsoever on the Promoter and/or the said Apartment and/or car park(s)/ Phase II Parkwoods D5 Real Estate Project and the Promoter shall be entitled to deal with and/or dispose of the said Apartment and/or car park(s) in the manner he/her/it deems fit and proper.

(vi) The Allottee(s) may at any time elect to cancel the Agreement for Sale (for no default of the Promoter), after the Allottee(s) gives the Promoter, 30 (thirty) days' notice in writing of its intention to do so (**Allottee Cancellation Notice**) subject to a deduction of a sum equivalent to 20% percent of the Sale Consideration plus further deductions on account of any brokerage expenses incurred by the Promoter, Pre EMI interest (in case the Applicant has opted for subvention / deferred payment scheme) and/or applicable taxes / statutory dues / interest / penalties ("Forfeiture Amount") as and by way of agreed genuine pre-estimate of liquidated damages, and the Promoter shall after such deductions refund the remaining sale consideration to the Allottee(s) without any further act, deed or thing, on or before the expiry of the aforesaid 30 (thirty) days' notice period. Upon termination of the Agreement for Sale, the Allottee(s) shall not have any claim whatsoever on the Apartment and/or car park(s) and the Promoter shall be at liberty to dispose of and sell the Apartment and/or car park(s) to such person and at such price as the Promoter may in their absolute discretion think fit and proper. The Promoter shall refund the amounts paid by the Allottee(s) as per the provisions of clause 8(v) hereof. On cancellation / termination of this Agreement for Sale, the Allottee(s) shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoter or against the said Apartment / Phase II Parkwoods D5 Real Estate Project.

9. The common areas, facilities and amenities in the said Phase II Parkwoods D5 Real Estate Project that may be usable by the Allottee(s) and are listed in the **Third Schedule** hereunder written. The Allottee(s) shall be entitled to enjoy on an exclusive basis [●] square meters of enclosed balcony(which is attached to the said Apartment and accessible only from the said Apartment) and shown in Orange color dashline on the plan annexed and marked as

Annexure "10" hereto. It is clarified that the sale of the said Apartment is on the basis of the carpet area (as per RERA) of the said Apartment only. The internal fittings and fixtures in the said Apartment that shall be provided by the Promoter are listed in **Annexure "13"** hereto.

10. **Procedure for taking possession:**

- (i) Upon obtainment of the Occupation Certificate / Completion Certificate (as the case may be) from the TMC the Promoter shall offer possession of the said Apartment to the Allottee(s) in writing ("Possession Notice"). The Promoter shall offer the possession to the Allottee(s) in writing within 7 days of receiving the Occupancy Certificate of the Phase II Parkwoods D5 Real Estate Project.
- (ii) The Allottee(s) agrees that the Allottee(s) shall make payments of all amounts payable under the Agreement for Sale including but not limited to the Sale Consideration and maintenance charges, corpus fund, share application monies, and other possession charges, within 15 days of Possession Notice and shall thereafter, take possession of the said Apartment. The Allottee(s) agree to take possession of the said Apartment within 15 days of the Possession Notice.
- (iii) Upon receiving the Possession Notice from the Promoter as per Clause 10 (i) above, the Allottee(s) shall execute necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter, towards completion of handover of possession formalities.
- (iv) In the event the Allottee(s) fails and, or neglects to pay the outstanding amounts and take possession of the said Apartment within 15 days from the date of the Possession Notice, then without prejudice to the rights and remedies available to the Promoter under this Agreement for Sale and/or under applicable laws, the Promoter shall levy and the Allottee(s) shall be liable to pay to the Promoter for each month of delay as mentioned hereinabove, an amount equivalent to 2.5 times of the monthly common area maintenance charges as and by way mutually pre agreed demurrage charges from the expiry of the aforementioned 15 days period till such time the Allottee(s) makes payment of the outstanding amounts (with interest at the Interest Rate as applicable) and takes the possession of the said Apartment. The Allottee(s) shall also be liable to reimburse to the Promoter the refurbishment and/or replacement costs in respect of the said Apartment incurred by the Promoter due to delay in taking possession by the Allottee(s). The amounts payable by the Allottee(s) pursuant to this clause shall be in addition to the common area maintenance charges payable in respect of the said Apartment.
- (v) Within 15 (fifteen) days of receipt of the Possession Notice, (irrespective of the Allottee(s) taking the possession of the said Apartment) the Allottee(s) shall be liable to bear and pay his/her/their/its proportionate share i.e. in proportion to the carpet area of the said Apartment, of outgoings in respect of the Phase II Parkwoods D5 Real Estate Project and Larger

Land including *inter-alia*, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the TMC or other concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Phase II Parkwoods D5 Real Estate Project and/or the Larger Land. Until the Society Building Conveyance is duly executed and registered, the Allottee(s) shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter at its sole discretion. The Allottee(s) further agrees that till the Allottee(s)'s share is so determined by the Promoter at its sole discretion, the Allottee(s) shall pay to the Promoter provisional monthly contribution towards the outgoings. The amounts so paid by the Allottee(s) to the Promoter shall not carry any interest and shall remain with the Promoter until the Society Building Conveyance is duly executed and registered. On execution of the Society Building Conveyance, the aforesaid deposits less any deductions as provided for in this Agreement shall be paid over by the Promoter to the Society.

11. If within a period of 5 (five) years from the date of handing over the said Apartment to the Allottee(s), the Allottee(s) brings to the notice of the Promoter any structural defect in the said Apartment or the said Wing or any defects on account of workmanship, quality or provision of service other than those reasonably expected as a result of normal wear and tear, then, wherever possible such defects shall be rectified by the Promoter at their own cost and in case it is not possible to rectify such defects, then the Allottee(s) shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the willful default and/or negligence of the Allottee(s)(which includes any changes / damage / interior works etc) and/or any other Allottee(s) in the Phase II Parkwoods D5 Real Estate Project.
12. The Allottee(s) shall use the said Apartment or any part thereof or permit the same to be used only for residential purpose. The Allottee(s) shall use the car parking space only for purpose of parking a vehicle.

13. **Membership of the Society**

- (i) On the completion of the development of Phase II Parkwoods D5 Real Estate Project the Promoter shall form an independent Society for Phase II Parkwoods D5 Real Estate Project to the extent of the Building known as 'Parkwoods D5'. The Allottee(s) of the Phase II Parkwoods D5 Real Estate Project, shall become members of the such Society and for this purpose also from time to time sign and execute the application for registration and/or membership and all the necessary applications, memorandum, letters, documents and other papers and writings. The Allottee(s) shall pay the applicable Society Membership Charges. On the completion of the development of Phase III Parkwoods D6 Project the Promoter shall form an independent Society for Phase III Parkwoods D6 Project to the extent of the Building known as

'Parkwoods D6'. It is proposed that a single Federation shall be formed consisting of all the Societies in the Larger Land or part thereof and the common areas and amenities of the Larger Land or part thereof would be vested in such a Federation.

(ii) The Allottee(s) shall observe and perform and comply with all the rules and regulations and bye-laws of the Society and the additions, alterations and amendments thereof that may be made from time to time for protection and maintenance of the Building and the said Apartment therein and for the performance and observance of building Rules, regulations and bye-laws of the concerned local authority, government or public bodies. The Allottee(s) shall also observe and perform all the terms and stipulations laid down by the Society regarding occupation and use of the said Apartment and shall pay all outgoings and any other charges in accordance with the terms of this Agreement and the rules, regulations and bye-laws of the Society.

14. Conveyance of the said Building to the Society:

(i) It is agreed that the Society shall be the only Society and no other Society shall be formed with respect to the Allottee(s) in Phase II Parkwoods D5 Real Estate Project. The Promoter shall not recognize / deal with / respond to / or in any way acknowledge any other group, whether formal or informal, proposed or registered of Allottee(s) with respect to any aspect of the project whatsoever. The Allottee(s) expressly waives his/her/their/its right to join any group / forum / aggregation (whether digitally on social media, messaging services, email chains / threads etc or otherwise) of multiple Allottee(s) of the Project, which group's intent is to collectively negotiate with, talk to, engage with, bring suit against, or bring any such collective action of any nature whatsoever the Promoter. The Allottee(s) expressly waives his/her/their/its right to join any such group / forum / aggregation and confirms that joining such a group / forum / aggregation shall constitute an Allottee(s) Event of Default under these presents.

(ii) Within 6 months from the date of issuance of the Full Occupation Certificate with respect to Phase II Parkwoods D5 Real Estate Project, the Promoter shall execute a Deed of Conveyance of the Building known as 'Parkwoods D5'. ("**Society Building Conveyance**").

(iii) All costs, charges, expenses including stamp duty, registration charges and expenses in connection with the preparation and execution of such Deed of Conveyance and other documents shall be borne and paid by all the Allottee(s) of the Phase II Parkwoods D5 Real Estate Project.

(iv) On the handover of the Building known as 'Parkwoods D5' to the Society of the Allottee(s) of Phase II Parkwoods D5 Real Estate Project or the execution of the Society Building Conveyance by the Promoter, whichever is earlier, the Society shall be responsible for the operation and management and/or supervision of the Phase II Parkwoods D5 Real Estate Project, and the Allottee(s) shall extend

necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.

(v) Notwithstanding the execution of the Society Building Conveyance, the Promoter shall continue to be entitled to such unsold Apartment (along with vacant/un-allotted car parking spaces and membership to the Clubhouse) and to undertake the marketing etc. in respect of such unsold Apartment. After the receipt of the Occupation Certificate, the Promoter shall not be liable or required to bear and/or pay any amount by way of contribution, outgoings, deposits, transfer fees/charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Society for the sale/allotment or transfer of the unsold Apartment in the Phase II Parkwoods D5 Real Estate Project, save and except the municipal taxes at actuals (levied on the unsold Apartment). The Society will not claim any car parking spaces which remain with the Promoter upon conveyance of the Building known as 'Parkwoods D5' to the Society and the Promoter shall be entitled to sell the car parking spaces along with any unsold Apartments at a price and on terms which he/she/it deems fit with no objection / obstruction whatsoever from the Society. The unsold Apartments of the Promoter shall carry automatic membership to the Clubhouse and common amenities of the Phase II Parkwoods D5 Real Estate Project and any Allottee(s) whom the Promoter sells the said unsold Apartment to shall have unhindered access to the Clubhouse and common amenities with no obstruction / objection from the Society.

15. The Allottee(s) shall, before delivery of possession of the said Apartment in accordance with Clause 10 above, deposit the amounts as provided in Annexure "12" hereto, with the Promoter.

16. The Allottee(s) shall pay to the Promoter a sum of Rs. 75,000/- (Rupees Seventy Five Thousand Only) for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law / Advocates of the Promoter in connection with this Agreement, the transaction contemplated hereby, for preparing/amending the rules, regulations and bye-laws of the Society and the cost of preparing and engrossing the Society Building Conveyance, and other deeds, documents and writings.

17. The Allottee(s) has agreed to take membership of the Clubhouse proposed in the Sale Phase. It is hereby clarified that the term immediate family members shall mean and include husband, wife, partners, (and their respective parents) and their unmarried children and married children, their spouses and children residing in the said Apartment, as the case may be. The Allottee(s) and his/her/their/its immediate family members shall be entitled to the membership of the Clubhouse in accordance with and subject always to the bye-laws, rules and regulations of the Clubhouse as may be made by the Promoter. The Allottee(s) is aware that the membership to the Clubhouse and its usage charges and other amenities shall be governed by the terms and conditions as formulated by the Promoters / Society / Facility Management Company ('FMC') as appointed / nominated by the Promoter and the Allottee(s) shall abide by the same. .

18. The Promoter has informed the Allottee(s) 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 Larger Land. The Promoter has further informed the Allottee(s) that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee(s) alongwith other Allottee(s) of the said Apartment in the Phase II Parkwoods D5 Real Estate Project and/or on the Larger Land, shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the Allottee(s) of the Apartments on the Phase II Parkwoods D5 Real Estate Project including the Allottee(s) herein and the proportion to be paid by the Allottee(s) shall be determined by the Promoter/Federation/Facility Management Agency appointed 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(s) nor any of the Allottee(s) of Apartments in the Phase II Parkwoods D5 Real Estate Project shall object to the Promoter laying through or under or over the Land or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings/towers which are already developed and constructed and are to be developed and constructed on any portion of the Larger Land.

19. The Promoter may appoint a Facility Management Company (FMC) (third party/agency) for the purpose of maintaining the Phase II Parkwoods D5 Real Estate Project on such terms and conditions as may be deemed fit and the same shall be binding upon the Allottee(s)/Society/Federation.

20. It is clarified that the Society/Federation shall not deal with any matters relating to the development / redevelopment of the said Land or any part thereof or the transfer or the sale or utilization of the Proposed Development Potential and/or any permissible FSI/TDR/Premium FSI whether emanating from the Larger Property/said Land or otherwise under the provisions of the applicable regulations or any subsequent modifications to the rules and regulations governing the development / redevelopment of the said Larger Land (including the Sale Phase). The Society shall strictly function within the frame work of its constitution as framed by the Promoter. All the Proposed Development Potential and/or any permissible FSI/TDR/premium FSI whether emanating from the Larger Property/said Land (including the Sale Phase) or otherwise under the applicable regulations or any subsequent modifications to the rules and regulations governing the development / redevelopment of the said Land shall always stand vested in the Promoter and the Promoter shall always be entitled to utilize and exploit the same on the said Land or any part thereof and/or on other plot of lands, by way of TDR, in such manner as it deems fit.

21. **Loan and Mortgage:**

(i) The Allottee(s) shall be entitled to avail a loan/financial assistance/facility from a bank/financial institution and to mortgage the said Apartment (subject to the provisions of this Agreement) by way of security for repayment of the said loan to such bank/financial institution, with the prior written

consent of the Promoter. The Promoter shall be entitled to refuse permission to the Allottee(s) for availing any such loan and for creation of any such mortgage/charge, in the event the Allottee(s) has/have defaulted in making payment of the Sale Consideration and/or other amounts payable by the Allottee(s) under this Agreement.

- (ii) All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said Apartment, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the said Apartment, shall be solely and exclusively borne and incurred by the Allottee(s). The Promoter shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage.
- (iii) The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter in any manner and shall be subject to and shall ratify the right and entitlement of the Promoter to receive the balance Sale Consideration and balance other amounts payable by the Allottee(s) under this Agreement.

22. In the event of any enforcement of security/mortgage by any bank/financial institution, the Promoter shall be entitled to extend the necessary assistance/support as may be required under applicable law.

23. The Allottee(s) agrees that in the event of non-payment of any of the amounts payable by the Allottee(s) under this Agreement, the Promoter shall have first lien on the said Apartment for the recovery of such amount without prejudice to the other rights of the Promoter as contained herein.

24. Representations and Warranties of the Promoter:

The Promoter hereby represents and warrants to the Allottee(s) as follows, subject to what is stated in this Agreement and all its Schedules and Annexures, subject to what is stated in the Title Certificate, and subject to the RERA Certificate,

- (i) The Promoter has clear and marketable title and has the requisite rights to carry out development upon the Larger Land and also has actual, physical and legal possession of the Sale Phase for the implementation of the Phase II Parkwoods D5 Real Estate Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Phase II Parkwoods D5 Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Phase II Parkwoods D5 Real Estate Project;
- (iii) There are no encumbrances upon the Phase II Parkwoods D5 Real Estate Project except those disclosed to the Allottee(s);
- (iv) There are no litigations pending before any Court of law with respect to the Phase II Parkwoods D5 Real Estate Project except those disclosed, if any in the Title Search Report dated

19th February 2018 from Advocate M. L. Chaturvedi and on the RERA Website, which has been examined by the Allottee(s) to his/her/their/its satisfaction);

- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Phase II Parkwoods D5 Real Estate Project, 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 Phase II Parkwoods D5 Real Estate Project, shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws as of date of this agreement in relation to the Phase II Parkwoods D5 Real Estate Project and common areas;
- (vi) The Promoter have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- (vii) 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 Sale Phase and the said Apartment, which will in any manner, affect the rights of Allottee(s) under this Agreement;
- (viii) 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;
- (ix) The Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Phase II Parkwoods D5 Real Estate Project as detailed in the **Third Schedule** hereunder written to the Society and the Society formed of Phase III Parkwoods D6 Project or the proposed Federation;
- (x) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Phase II Parkwoods D5 Real Estate Project to the competent Authorities till the Occupation Certificate / Completion Certificate (or part thereof, as the case may be) is issued to Phase II Parkwoods D5 Real Estate Project by the Competent Authority received and as provided in the Agreement between the Society and the Promoter and thereupon shall be proportionately borne by the Society;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Land) has been received or served upon the Promoter in respect of the Land and/or the Phase II Parkwoods D5 Real Estate Project except those disclosed to the Allottee(s).

25. The Allottee(s), with intention to bring all persons into whosoever hands the said Apartment and/or its rights, entitlements and obligations under this Agreement, may come, hereby covenants with the Promoter as follows: -

- (i) To maintain the said Apartment at the Allottee(s)'s own cost in good and tenantable repair and condition from the date that of possession of the said Apartment is taken and shall not do or suffer to be done anything in or to the Phase II Parkwoods D5 Real Estate Project and/or the Larger Land which may be against the applicable rules, regulations or bye-laws or change/alter or make addition / alteration of any nature whatsoever in or to the said Phase II Parkwoods D5 Real Estate Project in which the said Apartment is situated and the said Apartment itself or lift-lobby floor / wall outside the said Apartment or any part thereof and/or the Larger Land without the consent of the local authorities and Promoter.
- (ii) The Allottee(s) shall not do or suffer to be done anything in or to the building/s forming part of the Project, staircase/s, lift/s, lift-lobby floor/wall, lobby/ies or passage/s which may be against the rules, regulations or bye-laws of concerned local authority or change/alter/obstruct or make addition in or to the said building in which the Apartment is situated or the Apartment or part thereof;
- (iii) Not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Phase II Parkwoods D5 Real Estate Project in which the said 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 said Apartment is situated, including entrances of the building known 'Parkwoods D5' in the Phase II Parkwoods D5 Real Estate Project in which the said Apartment is situated and/or the Sale Phase and in case any damage is caused to the Phase II Parkwoods D5 Real Estate Project in which the said Apartment is situated or the said Apartment and/or the Sale Phase on account of negligence or default of the Allottee(s) in this behalf, the Allottee(s) shall be liable for the consequences of the breach.
- (iv) To carry out at his / her / its own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee(s) and shall not do or suffer to be done anything in or to the Phase II Parkwoods D5 Real Estate Project in which the said Apartment is situated or the said Apartment which may be contrary to the applicable rules and regulations and bye-laws of the concerned local authority or other public authority, including the Society / Federation. In the event the Allottee(s) committing any act in contravention of the above provision, the Allottee(s) alone shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public

authority including the Society / Federation.

- (v) Not to demolish or cause to be demolished the said 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 said Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the Phase II Parkwoods D5 Real Estate Project in which the said Apartment is situated and shall keep all the portions, sewers, drains and pipes in the said Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Phase II Parkwoods D5 Real Estate Project in which the said Apartment is situated and shall not chisel / hammer / break / chase or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members and partition walls in the said Apartment without the prior written permission of the Promoter and/or the Society and applicable statutory authorities (as the case maybe);
- (vi) Not to fix any grill to the windows or utility areas or alter the façade of the building in any manner whatsoever;
- (vii) Not to enclose any deck, or non-FSI or common areas, which is not in accordance with the approved plans;
- (viii) Not to change the frames of windows;
- (ix) Not to fix any satellite TV/internet dish on the outside walls / façade of the Building; and to only install satellite TV/internet dish at the locations identified by the Promoter and informed to the Allottee(s) at the time of handover;
- (x) Not to fix any outdoor unit of the air-conditioning system on the outside walls / façade of the Building; and to only fix / install the outdoor unit of the air-conditioning system only at the locations identified by the Promoter and informed to the Allottee(s) at the time of handover;
- (xi) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Larger Land and/or the Phase II Parkwoods D5 Real Estate Project in which the said Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- (xii) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment or Sale Phase or any portion of the Larger Land.
- (xiii) Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his/her/their/its share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the Phase II Parkwoods D5 Real Estate Project in which the said Apartment is situated.

(xiv) To bear and pay Building and common area maintenance charges on demand by the Promoter/ FMC / Society/ Federation.

(xv) Bear and pay in a timely manner and forthwith, all amounts, dues, taxes, installments of Sale Consideration, as required to be paid under this Agreement.

(xvi) To use the said Apartment for residential user and such other allied users as permitted in law and not to change the user of the said Apartment

(xvii) The Allottee(s) shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest of this Agreement or part with the possession of the said Apartment or dispose of or alienate otherwise howsoever, the said Apartment and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, Sale Consideration and all other amounts payable by the Allottee(s) to the Promoter under this Agreement, are fully and finally paid together with applicable interest thereon at the Interest Rate, if any and until the handover of possession of the said Apartment. In the event the Allottee(s) is desirous of transferring the said Apartment and/or its rights under this Agreement prior to making such full and final payment as per terms and conditions contained herein or and the handover of possession of the said Apartment, then, the Allottee(s) shall be entitled to effectuate such transfer only with the prior written permission of the Promoter(which the Promoter may provide in its sole discretion) and payment of transfer charges to the Promoter, which shall be Rs.600/- per sq. ft. of carpet area. In the event of any transfer or assignment of the Allottee(s)'s interest or benefit under this Agreement or the Allottee(s) parts with the possession of or interest in the said Apartment, without the prior written consent of the Promoter and payment of transfer charges as provided herein-above, such Transfer / Assignment shall not be valid and binding upon the Promoter. The term 'transfer' shall mean and include, handing over possession of the said Apartment to a third party, assignment of the interest and benefits under this Agreement / rights to the said Apartment, sale of the said Apartment, perpetual / long-term license / lease of the said Apartment(including all renewals / extensions / options, if any), transfer of shares of a company (if the Allottee(s) is a company), change of control of the promoters of a Public Limited company, reconstitution of a Partnership Firm / LLP including but not limited to, by adding new Partners or Resignation of any of the Partners from the Firm / LLP or dissolving the Firm / LLP or change in the commercial terms of the Firm / LLP. In case, the said Apartment is transferred / assigned by the Allottee(s) to a third party, subject to compliance of the above provisions, Allottee(s) shall hold the third party accountable / liable to all the terms of this Agreement including all amounts outstanding or payable and due in the future. The Allottee(s) confirms that they shall not be entitled to transfer the car parking spaces allotted to the Allottee(s) dehors or independent of the said Apartment.

(xviii) The Allottee(s) shall observe and perform all the rules and

regulations and bye laws of the Society / Federation and which the Society/ Federation may adopt and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Real Estate Project and the said Apartment therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being and in the future of the concerned local authority and of Government and other public bodies. The Allottee(s) shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the said Apartment in the Phase II Parkwoods D5 Real Estate Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- (xix) The Allottee(s) shall comply with and adhere to all the rules / regulations and policy as set out in a manual prepared by the Society/FMC/ Federation in relation to the maintenance, upkeep, use and enjoyment of the said Sale Phase and Larger Land and shall not raise any objection / dispute in respect thereof.
- (xx) The Allottee(s) shall till the expiry of the DLP 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 Apartment and the Phase II Parkwoods D5 Real Estate Project or any part thereof and the Sale Phase to view and examine the state and condition thereof.
- (xxi) The Allottee(s) shall permit the Promoter, at all reasonable times, to put neon sign boards, hoardings, or any other form of display to promote market the branding/advertising by the Promoter.
- (xxii) The Allottee(s) shall be liable to deposit a sum of Rs.50,000/- (Rupees Fifty Thousand Only) with the Promoter towards interest free refundable security deposit for the due performance of the Allottee(s)'s obligations while undertaking fit outs in the said Apartment. The Allottee(s) shall obtain the prior written approval of the Promoter for carrying out such fit out works. The Allottee(s) shall complete the fit out works within 90 (Ninety) days of the Promoter granting approval for such fit out works. This Security Deposit shall be refunded by the Promoter to the Allottee(s) without interest against completion of the fit out works provided such fit out work has been carried out as per the fit out works approved by the Promoter and in compliance with the approved plans and there is no alteration / damage caused to the structure/common areas (including partition walls) and the finishing and installations in the Building(s)/ common areas. The Allottee(s) shall not make or cause to be made any structural addition or alteration of whatsoever nature in or to the said Apartment or any part thereof nor alter the elevation / colour scheme of the Building and not to chisel or in any other manner damage the columns, beams, walls, slabs or RCC structures in the said Apartment/ common area or enclose any balcony (except enclosed balcony area as permitted vide the applicable Approvals) and contemplate under the development of the

Phase II Parkwoods D5 Real Estate Project as per the plans shared with the Allottee(s)/common area or any other usable area. During the period of fit outs, the Allottee(s) shall reimburse the cost of services and facilities ("fit out fee") made available by the Promoter to the Allottee(s) during the fit out period as maybe determined on an open book basis. In the event the Allottee(s) fails to make payment of the fit out fee as demanded by the Promoter, the Promoter shall be entitled to debit the same to the amounts collected from the Allottee(s) and the Allottee(s) shall be liable to make good such amount on demand with interest @ the Interest Rate.

(xxiii) The Allottee(s) is/are aware that as per the Ministry of Environment, Forest and Climate Change, Government of India Notification dated 8th April 2016, regarding

- a) **Solid Waste Management Rules, 2016 ("MoEF")**, The Phase II Parkwoods D5 Real Estate Project has a waste generation rate which qualifies it as a Bulk Waste Generator. Accordingly the Allottee(s) hereby acknowledge and agree that as per notification issued by MoEF and implemented by TMC, all kitchen/household garbage has to be segregated into dry waste and wet waste. The Allottee(s) agree and undertake to segregate the wet and dry garbage generated in and from the said Apartment in separate dust bins and the wet garbage generated in and from the Project shall be treated separately by the Allottee(s) of the said Apartment in the Phase II Parkwoods D5 Real Estate Project as per the rules and regulation framed by the Promoter/Society and in accordance with the applicable laws. The Society shall also be liable and responsible to implement this condition upon all its members/ occupiers/ Allottees and shall ensure that the same is adhered to by the Allottees/ occupiers as per the norms laid down by the MOEF and TMC and any other Statutory Authority from time to time in this regard.
- b) **Sewage Treatment Plant (STP) & Disposal, 2016 ("MoEF")** Accordingly the Allottee(s) hereby acknowledge and agree that as per notification issued by MoEF and implemented by TMC, there shall not be any foul odour around the STP area or in the ambient environment; to ensure the STP shall not require continuous monitoring and operation and shall work well with inconsistent inflow; treated water quality shall be of non-potable standards and can be reused for gardening, toilet flushing, landscape, irrigation, cooling towers, car washing etc. but in no case for drinking, bathing or washing clothes and utensils; Treated water shall be environmentally safe to dispose of in Land or Water; to ensure proper maintenance and smooth functioning of the STP system installed by the Promoter by insisting that the Society organize timely and periodic inspections as required by the MPCB.
- c) **Waste (Grey) Water Recycling & Reuse, 2016 ("MoEF")**

Accordingly the Allottee(s) hereby acknowledge and agree

that as per notification issued by MoEF and implemented by TMC, a Recycled Waste Water System has been provided in the development of the Phase II Parkwoods D5 Real Estate Project. The Allottee(s)/Society shall ensure the system shall work well with inconsistent inflow; treated water quality shall be of non-potable standards and can be reused for gardening, toilet flushing, landscape, irrigation, cooling towers, car washing etc. but in no case for drinking, bathing or washing clothes and utensils; Treated water shall be environmentally safe to dispose of in Land or Water. The Allottee(s) / Society shall ensure proper maintenance and smooth functioning of the Recycled Waste Water system installed by the Promoter by and shall organize timely and periodic inspections as required by the MPCB.

d) Rain Water Harvesting, 2016

Accordingly the Allottee(s) hereby acknowledge and agree that as per notification issued by MoEF and implemented by TMC, a Rain Water Harvesting (RWH) System has been provided in the development of the Phase II Parkwoods D5 Real Estate Project. The Allottee(s) / Society of the Sale Phase shall ensure that RWH system is maintained in good condition for storage of water for non-potable purposes or recharge of ground water at all times.

- (xxiv) The Allottee is aware that the marketing collaterals provided by the Promoter to the Allottee(s) in respect of the Project contained materials/pictorial depictions in the nature of artist's impressions and rendering and the same may differ on actual basis. The Allottee(s) undertakes not to raise any objections with respect to any difference in the Project from such marketing collaterals.
- (xxv) Not to hang (for drying or otherwise) clothes / sheets / towels / rags / linen of whatsoever nature on the façade of the building in a manner where it may be visible from any public street / public area / other surrounding building. The same will be dried only within the Premises said Apartment;
- (xxvi) Not to spit tobacco or spit generally in any of the common areas (including staircases / lobbies / landscaped gardens / car parks etc) or spit out of the windows of the said Apartment;
- (xxvii) Not to alter in any manner whatsoever the common lobbies through which the said Apartment derives access, including storage of any chattels / items in the lobbies outside the said Apartment, including providing a shoe-rack or ornamental pieces of any nature whatsoever. The common lobbies are to be kept free and clear of all loose items and encroachment / encumbrance at all times

26. The Promoter shall maintain a separate account in respect of sums received from the Allottee(s) as advance or deposit, sums received on account of the share capital for the promotion of the Society or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

27. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or the Phase II Parkwoods D5 Real Estate Project or the Larger Land and/or any buildings/towers/wings thereon or any part thereof as may be constructed thereon, or any part thereof. The Allottee(s) shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him/her/it and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and lands will remain the property of the Promoter as hereinbefore mentioned until the Society Building Conveyance, as the case may be.

28. **Promoter shall not mortgage or create a charge:**

After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such said Apartment. Provided however, that nothing shall affect the already subsisting mortgage/charge created over the said Apartment as recited hereinabove and securitization of receivables as provided herein.

29. **Terrace**

It is also understood by and between the parties hereto that the terrace space (if any) in front of or adjacent to the said Apartment, if any, shall belong exclusively to the respective Allottee(s) of such Apartment and such terrace spaces are intended for the exclusive use of such Allottee(s). There will be one common terrace for each wing/building of the Sale Phase above the top floor.

30. **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 and Annexures along with the payments due as stipulated in the payment schedule at Clause 3 above, within 30 (thirty) days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Office of the Sub-Registrar of Assurances as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt of demand by the Promoter 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 15 (fifteen) days from the date of its receipt by the Allottee(s), application of the Allottee(s) 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 after deduction of the Forfeiture Amount. The Allottee(s) shall continue to make payment of the Sale Consideration notwithstanding the non-execution / delay in execution and registration of the Agreement for Sale by the Allottee(s).

31. Entire Agreement:

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, booking form, letter of acceptance, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment. The show Apartment constructed by the Promoter and all furniture, items, electronic goods, amenities etc. displayed therein, and any marketing material including sales brochures, models, photographs, videos, illustrations, walk through, website, etc. provided to the Allottee(s) or made available to the Allottee(s) for viewing were merely artists' impressions and creative imagination and shall not constitute a representation or warranty or declaration by the Promoter or any of its agents/employees/representatives and the Allottee(s) shall not be entitled to make any claim upon the Promoter with respect to any item/component/facet that is not specifically agreed to be provided by the Promoter to the Allottee(s) under this Agreement.

32. Right to Amend:

This Agreement may only be amended through written consent of the Parties.

33. Provisions of this Agreement applicable to 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 said Apartment, in case of a transfer, as the said obligations go along with the said Apartment, for all intents and purposes.

34. Severability:

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

35. Method of calculation of proportionate share:

Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the RERA carpet area (excluding area of enclosed balcony) of the said Apartment to the total RERA carpet area of all the other Apartments in the Phase II Parkwoods D5 Real Estate Project.

36. Further Assurances:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition 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.

37. Waiver:

No forbearance, indulgence or relaxation or inaction by either Party at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice the rights of such Party to require performance of that provision and any waiver or acquiescence by such Party of any breach of any of the provisions of these presents by the other Party shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

38. Place of Execution:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's office, or at some other place, which may be mutually agreed between the Promoter and the Allottee(s), Thane, after the Agreement is duly executed by the Allottee(s) and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Thane.

39. The Allottee(s) and/or Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoter will attend such office and admit execution thereof.

40. 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 Courier or Registered Post A.D or notified Email ID at their respective addresses specified below. It shall be the duty of the Allottee(s) and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee(s), as the case may be.

Name of the Allottee(s)	<input type="checkbox"/>
Allottee(s)' Address	<input type="checkbox"/>
Allottee's Notified Email ID:	<input type="checkbox"/>
Name of the Promoter	<input type="checkbox"/>
Promoter's Address:	<input type="checkbox"/>
Promoter's Notified Email ID:	<input type="checkbox"/>

41. Joint Allottees:

That in case there are Joint Allottees, all communications shall be sent by the Promoter to the Allottee(s) whose name appears first and at the address given by him/her/their which shall for all intents and purposes to consider as properly served on all the Allottees. In case of Joint Allottees the obligations contained herein shall be joint and several.

42. Stamp Duty and Registration Charges:

The stamp duty and the registration charges of and incidental to this Agreement shall be borne and paid by the Allottee(s). The Allottee(s) shall at his/her/their/its cost and expenses, lodge this Agreement or any other transfer document before the concerned Sub-Registrar of Assurances within the time prescribed by the Registration Act, 1908 and after due notice on this regard the Promoter shall attend such office and admit the execution thereof.

43. Dispute Resolution:

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

44. Governing Law:

This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in Thane, and the Courts of Law in Thane will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

45. Permanent Account Numbers:

Details of the Permanent Account Numbers of the Promoter and Allottee(s) are set out below:-

Party	PAN
PROMOTER :	
> ANILINE CONSTRUCTION COMPANY PRIVATE LIMITED	AAACA3479J
ALLOTTEE(S) :	
> [●] (Allottee)	[●]
> [●] (Allottee)	[●]

46. Construction of this Agreement:

- (i) Any reference to any statute or statutory provision shall include,-
 - a) all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and

- b) any amendment, modification, ruling, order, decree, interpretation, rule, notification, re-enactment, substitution or consolidation or any other applicable statutory instrument thereof (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment, substitution or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted, substituted or consolidated) which the provision referred to has directly or indirectly replaced;
- (ii) Any reference to the singular shall include the plural and vice-versa;
- (iii) Any references to the masculine, the feminine and/or the neuter shall include each other;
- (iv) The Schedules and Annexures form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it;
- (v) References to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
- (vi) Each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;
- (vii) References to a person (or to a word importing a person) shall be construed so as to include:
 - a) An individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality/separate legal entity); and
 - b) That person's successors in title and assigns or transferees permitted in accordance with the terms of this Agreement.

(The remainder of this page is intentionally left blank)

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

FIRST SCHEDULE
(the Larger Land& the Whole Project Property)

Sl. No.	Survey No.	Total Area (in Sq. Mts.)
1	163/5 to 8B/1	1770.00
2	163/5 to 8B/2	970.00
3	163/9A/1	2490.00
4	163/9A/2	460.00
5	165/1A	2230.00
6	165/2A	80.00
7	166/6A	1950.05
8	166/7A	12100.00
9	166/8A	1800.00
10	166/9A	5200.00
11	166/9B	300.00
12	166/10A/1	2650.00
13	166/10A/2	200.00
14	166/11A	1900.00
15	166/12A	2250.00
16	166/13A	600.00
17	166/14A/1	160.00
18	166/14A/2	1940.00
19	166/15A/1	130.00
20	166/15A/2	1570.00
21	166/16A	200.00
22	166/22A/1	10.00
23	166/22A/2	520.00
24	166/22A/3	820.00
25	166/24A/1	10.00
26	166/24A/2	560.00
27	166/24A/3	230.00
28	166/30A/1	110.00
29	166/30A/2	40.00
30	167/1	500.00
31	167/2	1450.00
32	167/3	400.00
	Total	45600.05

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THE SECOND SCHEDULE
(the Sale Phase)

All the piece and parcel of the Phase II ParkwoodsD5 Real Estate Project &Phase III ParkwoodsD6 Project to be constructed on land admeasuring 7072.73 Sq. Mtr. being the development of the aforesaid residential projects and known as the "**Sale Phase**", situated at Village Kavesar in the Registration Sub-District Thane, Mumbai (Maharashtra) is as under:

Sl. No.	Survey No.	Area of Sale Phase (in Sq. Mts.)
1	163/5 to 8B/1 (pt)	330.22
2	163/9A/1 (pt)	66.10
3	165/1A (pt)	1412.85
4	166/6A (pt)	1486.57
5	166/8A (pt)	1618.91
6	166/12A (pt)	1966.71
7	166/13A (pt)	191.37
	Total	7072.73

Description of the land admeasuring approx. 682.66 sqm underneath the Building known as Parkwoods D5

Sl. No.	Survey No.	Area (in Sq. Mts.)
1	165/1A (pt)	304.72
2	166/6A (pt)	377.17
3	166/8A (pt)	0.77
	Total	682.66

THE THIRD SCHEDULE ABOVE REFERRED TO:

Common Areas, Facilities And Amenities in the Sale Phase

- i. Multi-purpose Hall
- ii. Activity Room *
- iii. Lounge / Seating Area / Meeting Room
- iv. Gym / Fitness Centre *
- v. Games Room
- vi. Multipurpose Outdoor Court
- vii. Outdoor Lawns & seating areas
- viii. Swimming Pool
- ix. Kids Pool
- x. Toddler's Play Area *
- xi. Washrooms *
- xii. Jogging Track / Pathway
- xiii. Landscaped Gardens

* - *to be provided under the building footprint of Parkwoods D5*

THE FOURTH SCHEDULE REFERRED TO:
(the said Apartment and allotted car parking space)

The said Apartment bearing No. [●] admeasuring [●] Sq. Mts. (Carpet Area as per RERA, excluding an approximate area of [●] Sq. Mts. as enclosed balcony) on the [●] Floor, in the Building known as 'Parkwoods D5' of the Phase II Parkwoods D5 Real Estate project being constructed on the Sale Phase and [●] No. of car parking space(s).

SIGNED AND DELIVERED)

by the withinnamed the Promoter)

ANILINE CONSTRUCTION COMPANY)

PRIVATE LIMITED)

)

through its Authorised Signatory)

(1))

SIGNED AND DELIVERED)

by the withinnamed the Allottee(s))

(1) [●])

(2) [●])

RECEIPT

RECEIVED on or before the execution of these presents of and from the withinnamed the Allottee(s) the sum of Rs. [●]/- (Rupees [●] Only) towards part Sale Consideration on or before the execution hereof.

We Say Received
(Promoter)

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List of Annexures

- Annexure 1 – Layout Plan of the Larger Land
- Annexure 2 – Title Certificate dated 19th February 2016 of Advocate M. L. Chaturvedi
- Annexure 3 – Form 7/12 Extracts
- Annexure 4 – RERA Registration Certificate No. P51700007024, 'Parkwoods D5'
- Annexure 5 – Development Permission & Sanctioned Plan
- Annexure 6 – Commencement Certificate
- Annexure 7 – Application Form, Allotment Letter in respect to the said Apartment
- Annexure 8 - Approved typical floor plan of the said Apartment
- Annexure 9 - Proposed typical floor plan of the said Apartment
- Annexure 10 - Proposed typical plan the said Apartment
- Annexure 11 - Lenders NOC
- Annexure 12 – Payment Schedule/Structured Payment Schedule of Sale Consideration & Other Charges
- Annexure 13 - Fixtures and Fittings in the said Apartment

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PARKWOODS D5

ANILINE CONSTRUCTION COMPANY PRIVATE LIMITED

... Promoter /

And

(1) [●]
(2) [●]

... Allottee(s)

AGREEMENT FOR SALE

APARTMENT NO. [●]
[●] FLOOR, IN THE
Building known as 'Parkwoods D5'