

AGREEMENT FOR SALE

Partner
AGREEMENT FOR SALE made at, this day of, in the year Two Thousand and,

BETWEEN

MESSRS RSM ENTERPRISES, a partnership firm registered under the provisions of the Indian Partnership Act, 1932, having its principal place of business at A-24, Nandjyot Industrial Estate, Andheri Kurla Road, Safed Pool, Sakinaka, Andheri (East), Mumbai 400072, hereinafter referred to as the **"Promoter"** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the partners for the time being of the firm and heirs, executors, administrators and assigns of the last surviving partner) of the **One Part**,

AND

Mr. / Ms. / Mrs. of, Indian Inhabitant/s having his / her / their 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, an individual or individuals, his, her or their respective heirs, legal representatives, executors, administrators, successors and permitted assigns) of the **Other Part**.

Whereas:

(i) By and under the Deed of Conveyance dated 23rd May, 2013, registered in the Office of the Sub-Registrar of Assurances at Khalapur vide Serial no.KLR-2258 of 2013 dated 23rd May, 2015 (hereinafter referred to as the **"Deed of Conveyance"**), made by and between the Promoter through its partners Ramesh Chinnaya Bangera, Suresh Onkarlal Jain, Mahendra Ghasilal Rathor as Purchaser of the One Part and (1) Chandrakant Yama Puri, (2) Ravikant Yama Puri, (3) Bhagirathi Yama Puri, (4) Radhabai Gopal Puri, (5) Shrikant Gopal Puri, (6) Arun Gopal Puri, (7) Yashwant Gopal Puri, (8) Pravin Gopal Puri, (9) Shaila Mukund Giri, (10) Nirmala Gopal Puri alias Giri (hereinafter referred to as the **"Erstwhile Owners"**) as the Vendors of the Other Part, the Erstwhile Owners granted conveyed sold and assigned to the Promoter, the land admeasuring approximately 5500 square meters, bearing Survey No. 22, Hissa No. 3 and now bearing City Survey No.3530, situate at Village Varose, Taluka Khalapur, District Raigad, more particularly described in the **First Schedule** hereunder written, and shown delineated by a coloured boundary line on the plan thereof hereto annexed and marked **Annexure 'D-1'** (hereinafter referred to as the **"Larger Land"**) at or for the consideration and upon the terms and conditions as mentioned and contained therein.

(ii) Simultaneously with the execution of the Deed of the Conveyance, the Erstwhile Owners executed in favour of the Promoter, the Power of Attorney dated 23rd May, 2013, registered in the Office of the Sub-Registrar of Assurances at Khalapur bearing Serial no.KLR-2259 of 2013.

(iii) Prior to the year 2016, there was an area discrepancy in the land/revenue records maintained in respect of the Larger Land (but not in the physical area thereof). Accordingly, upon an application for rectification of the area of the Larger Land in such records, the Office of District Superintendent of Land Records, Raigad- Alibaug, by and under the Order bearing no. C.S/KHOPOLI/C.S NO.3530/2016/1600 dated 20th May, 2016, rectified such area discrepancy, whereby the area of the Larger Land was rectified from 8080

square meters to 5890 square meters. Pursuant thereto the Property Register Card in respect of the Larger Land was amended/issued.

(iv) The Promoter filed an application dated 4th July, 2016 to the Khopoli Municipal Council (hereinafter referred to as the “**KMC**”) to grant to it, non-agricultural permission in respect of the Larger Land for residential purposes. Pursuant thereto, the Promoter obtained from the KMC, an Order dated 29th September, 2016 bearing reference no. KMC/BV/AR/Pra.Kra.36/14-16/1824/2954, (hereinafter referred to as the “**N.A. Permission**”) non-agricultural permission in respect of the Larger Land as per the plans approved by the KMC and subject to the terms and conditions recorded therein. Under the N.A. Permission, the Larger Land has been sub-divided as follows: (a) Plot No.1 admeasuring approximately 4110 square meters, which Plot 1 is shown shaded in on the plan annexed hereto at **Annexure ‘D-1’** (hereinafter referred to as the “**Plot 1**”), (b) Plot No.2 admeasuring approximately 380 square meters, which Plot 2 is shown shaded in on the plan annexed hereto at **Annexure ‘D-1’** (hereinafter referred to as the “**Plot 2**”) and (c) area admeasuring approximately 500 square meters (now 494.848 square meters) for Amenity Open Space (hereinafter referred to as the “**Amenity Open Space**”). The Larger Land was affected inter alia by the following reservations: (a) area admeasuring approximately 550 square meters reserved for D.P Road, and (b) area admeasuring approximately 350 square meters reserved for National Highway (N.H.).

(v). The Promoter intends to develop Plot 1 and the Amenity Open Space, more particularly described in the Second Schedule hereunder written and hereinafter collectively referred to as the “**Project Land**” by constructing thereon a complex to known as ‘Unimont Empire’ which inter alia, involves:

(a) the development and construction of a residential-cum-commercial building (hereinafter referred to as the “**Building**”), comprising, inter alia, thereon, four wings respectively called Wing A, Wing B, Wing C and Wing D each proposed to have ground and 7 (seven) habitable upper floors above the stilt together with the Limited Common Areas & Amenities (defined hereinafter) in respect of each wing and the Common Areas & Amenities (defined hereinafter), by utilisation of the FSI and Aggregate Development Potential (defined hereinafter) as the Promoter deems fit, in its discretion.; and

(b) the allotments and sales, by the Promoter of the flats and premises in the Building, on an “ownership basis” under the applicable provisions, from time to time, of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as “**MOFA**”) (as applicable) and the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “**RERA**”), and/or the grant of leases, tenancies, licences, and/or any other alienation or disposed of flats and premises, as the Promoter deems fit, in its discretion,

(hereinafter collectively referred to as the “**Project**”)

(vi). The Promoter has entered into a Standard Agreement with an Architect “M/s Destination Architects Interior Designs” (hereinafter referred to as “**Project Architect**” and includes, any Architect that has been appointed, from time to time by the Promoter in relation to the Project), registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

(vii). The Promoter has appointed a Structural Engineer “M/s S.V. Patel & Associates” (hereinafter referred to as “**Project Engineer**” and includes, any Engineer that has been appointed, from time to time by the Promoter in relation to the Project) for the preparation of the structural design and drawings of the project. The Promoter accepts the professional supervision of the Project Architect and the Project Engineer till the Completion of the Project.

(viii). In respect of the Project, the Promoter has obtained as per the plans sanctioned and the development permission granted by KMC, Commencement Certificate bearing no. KMC/Ban.Vi./Ban.Pa./1834/2876, dated 30th September, 2016, and shall obtain all approvals, permissions, sanctions, licences, and no objection certificates/letters, by whatever name called, obtained, required under applicable law including such additions, modifications, revisions, alterations therein, if any, from time to time as the Promoter may consider necessary and expedient, in its discretion, and/or as required by the KMC, and/or any planning authorities (hereinafter referred to as the “**Approvals**”). A copy of the Commencement Certificate is annexed herewith and marked **Annexure ‘C’**.

(ix). The Promoter has, as on date, obtained Approvals in respect of the Building as follows: (a) Wing ‘A’ upto seven (7) habitable upper floors, (b) Wing ‘B’ upto seven (7) habitable upper floors, and (c) Wing ‘C’ upto five (5) habitable upper floors and development of the Amenity Open Space, and will obtain balance/remaining approvals from time to time in respect of the balance floors of Wing ‘C’ and entire Wing ‘D’ as referred herein.

(x). The Promoter has applied for registration of the Project under RERA and the same has been registered thereunder vide No. **P52000002714**, the authenticated copy of the certificate is annexed herewith as **Annexure ‘G’**.

(xi). By virtue of the Deed of Conveyance, the N.A. Permission and the Approvals, the Promoter has the sole and exclusive right to sell the flats, shops and offices in the Building to be constructed by the Promoter upon the Project Land and to enter into agreements with the Allottee/s of the flats, shops and offices therein, and to receive the sale price in respect thereof.

(xii). The Allottee/s has/have approached, and applied to, the Promoter for allotment to the Allottee/s, of the residential flat No. on the floor in the Wing [OR] commercial unit no. in the Wing (hereinafter referred to as “**Apartment**”). On demand from the Allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the Project Land and the plans, designs and specifications prepared by the Project Architects in respect of the Project and of such other documents as are specified under RERA. The Allottee/s has/have satisfied himself/herself/themselves/itself in respect thereof, including the title of the Promoter to the Project Land, and the Promoter’s right to develop the Project Land and its status. The Promoter shall not be obliged to provide, and the Allottee/s is/are not entitled to require, any further investigation in respect of the Promoter’s title, and no further objection and/or requisition shall be raised by the Allottee/s in respect thereof.

(xiii). And whereas the authenticated copy of Certificate of Title issued by the Advocate of the Promoter, showing the nature of the title of the Promoter to the Project Land on which the Building is to be constructed has been annexed hereto and marked as **Annexure ‘F’**.

(xiv). And whereas the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure ‘D’**.

(xv). And whereas the authenticated copy of the plan and specifications of the Apartment agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed and marked as **Annexure 'E'**.

(xvi). And whereas while sanctioning the said plans concerned local authority and/or government authorities has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Project Land and the Building, and upon due observance and performance of which only the completion or occupancy certificate in respect of the Building shall be granted by the concerned local authority.

(xvii). And whereas the Promoter has accordingly commenced construction of the Wing A, Wing B and Wing C in accordance with the sanctioned plans.

(xviii). Based upon the agreements, confirmations and undertakings of and applicable to the Allottee/s herein, including to observe, perform and comply with all terms, conditions and provisions of this Agreement, the Promoter has agreed to allot and sell the Apartment to the Allottee/s, strictly upon and subject to the terms, conditions and provisions hereof.

(ixx). And whereas the carpet area of the Apartment is _____ square meters as per RERA, excluding the following area-

The area of the Enclosed Balcony Square Meters

The area of the Projected Balcony Square Meters

The area of the Cupboard Square Meters

The area of the Weather Shade Square Meters

The area of the Terrace Square Meters

The area of the Natural Terrace Square Meters

(xx). And whereas the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereafter.

(xxi). And whereas prior to the execution of these presents, the Allottee/s has/have paid to the Promoter a sum of **Rs. _____ (Rupees _____ Only)**, being part payment of the sale consideration/Purchase Price of the Apartment agreed to be sold by the Promoter to the Allottee/s, as advance payment or application fee (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee/s has/have agree/s to pay to the Promoter the balance of the sale consideration/Purchase Price in the manner hereinafter appearing.

(xxii). And whereas under Section 13 of RERA and section 4 of MOFA, the Promoter is required to execute a written Agreement for Sale of Apartment with the Allottee/s, being in fact these presents and also to register the said Agreement under the Indian Registration Act, 1908.

(xxiii). In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agree to sell and the Allottee/s hereby agree/s to purchase the Apartment.

Now therefore this agreement witnesseth and it is hereby agreed by and between the parties hereto as follows:

(1). The Promoter shall construct in the Project known as “**Unimont Empire**” a residential-cum-commercial building, comprising, inter alia, thereon, four wings respectively called Wing A, B, C & D proposed to have ground and 7 (seven) habitable upper floors on the Project Land in accordance with the plans, designs and specifications approved and will be approved by the relevant authorities and which have been seen and approved by the Allottee/s, with only such variations and modifications as the Promoter may consider necessary or as may be required by the concerned local authority/Government to be made in the Project, provided that the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of such variations or modifications which may adversely affect the Apartment of the Allottee/s except any alteration or addition exempted by authority or under law.

(a). The Allottee/s hereby agree/s to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s the Apartment, being residential flat bearing No._____ admeasuring square meters carpet area as per RERA on the _____ Floor of the Wing in the Project [OR] commercial unit bearing No._____ admeasuring square meters carpet area as per RERA on the _____ floor of Wing, in the Project (hereinafter referred to as “**Apartment**”) and more particularly described in the “**Third Schedule**” hereunder written and as shown on the floor plan thereof, hereto annexed and marked as **Annexure ‘E’** for a lump sum price of **Rs._____ (Rupees _____ Only)** (hereinafter referred to as the “**Purchase Price**”) including the proportionate price of the common areas & amenities, limited common areas & amenities and facilities appurtenant to the Apartment.

(b). The Allottee/s have paid on or before execution of this Agreement a sum of **Rs._____-/- (Rupees _____ Only)** as advance payment or application fee which is inclusive of “**Booking Amount**”, and hereby agree/s to pay to the Promoter the balance Purchase Price amounting to **Rs._____-/- (Rupees _____ Only)** in the following manner:-

Sr.	Time for Payment	%	Amount
1	Booking Amount		Rs._____/-
2	On or before Execution of this Agreement	(10% -Sr.1)	Rs._____/-
3	After Execution of this Agreement		Rs._____/-
4	On Completion of the Plinth of the building or wing in which the Apartment is located	(20% -Sr.3)	Rs._____/-
5	On Completion of the first slab of the building or wing in which the Apartment is located	5%	Rs._____/-
6	On Completion of the second slab of the building or wing in which the Apartment is located	5%	Rs._____/-
7	On Completion of the third slab of the building or wing in which the Apartment is located	5%	Rs._____/-
8	On Completion of the fourth slab of the building or wing in which the Apartment is located	5%	Rs._____/-
9	On Completion of the fifth slab of the building or wing in which the Apartment is located	5%	Rs._____/-
10	On Completion of the sixth slab of the building or wing in which the Apartment is located	5%	Rs._____/-
11	On Completion of the seventh slab of the building or wing in which the Apartment is located	5%	Rs._____/-
12	On Completion of the eighth slab of the building or wing in which the Apartment is located	5%	Rs._____/-
13	On Completion of the brick work and walls of the Flat	2%	Rs._____/-
14	On Completion of the internal plaster of the Flat	2%	Rs._____/-
15	On Completion of the doors, windows and floorings of the Flat	1%	Rs._____/-
16	On Completion of the staircases, lift wells	2%	Rs._____/-
17	On Completion of the lobbies up to the floor level of the Flat	2%	Rs._____/-
18	On Completion of the Sanitary Fittings	1%	Rs._____/-

19	On Completion of the external plumbing and external plaster, elevation of the Building	4%	Rs._____/-
20	On Completion of the terraces with waterproofing of the Building	1%	Rs._____/-
21	On Completion of the lifts, water pumps	3%	Rs._____/-
21	On Completion of the electrical fittings, electro, mechanical and environmental requirements	3%	Rs._____/-
23	On Completion of the entrance lobby/s	2%	Rs._____/-
24	On Completion of the plinth protection, paving of areas appertain and all other requirements	2%	Rs._____/-
25	On Possession	5%	Rs._____/-
Total :		100%	Rs._____/-

Subject to the terms of this Agreement and the Promoter abiding by the construction milestones, the Allottees shall make all payments, on demand by the Promoter, as mentioned in the payment schedule, within 15 (fifteen) days of demand made by the Promoter, through account payee cheque/demand draft or online payment in favour of **“RSM Enterprises”**, payable at Navi Mumbai.

(c). The Purchase Price above excludes all present, future, and enhanced taxes, imposts, dues, duties, impositions, fines, penalties etc, by whatever name called, imposed/levied under any applicable Law, and/or by governmental authorities, attributable to, and/or in relation to, and/or arising from, and/or imposed or levied upon, the agreement for allotment and sale herein, and/or the Apartment, and/or this Agreement, and/or upon the Purchase Price and/or any or all of the other charges, amounts and payments referred herein, and/or upon the Entity & Organisation (defined hereinafter) to be formed in respect of the Project, and/or in respect of the documents and writings to be executed in their favour, as contemplated herein, and/or otherwise including service tax (if any), goods and services tax, education tax/cess/charges, value added tax (VAT) (if any), local body tax, property rates and taxes and cesses, stamp duty and registration charges, and any other taxes, imposts, impositions, levies, or charges, in the nature of indirect tax, or in relation thereto, that is/are imposed or levied by any governmental authority (hereinafter referred to as **“Taxes”**).

(d). The Purchase Price shall be free of escalation other than escalation/increases, on account of escalation/increase in development charges payable to the governmental authorities and/or any other increase in charges which have or may be levied or imposed by any governmental authorities, from time to time and as may be permitted under RERA. The Promoter shall consequently be entitled to an increase in the Purchase Price proportionate to the extent of such escalations/increases. Such additional Purchase Price shall be determined by the Promoter and shall be due and payable on or before the Date of Possession (defined hereinafter) apportioned equally between the (unpaid) balance installments of the Purchase Price and payable along with the same. While raising a demand on the Allottee/s for increase in the Purchase Price, the Promoter shall enclose the

notification/order/rule/regulation published/issued providing for, or other evidence of, such escalation/increase in the Purchase Price.

(e). The Allottee/s further confirm/s that it has willingly paid the Booking Amount and other installments of the Purchase Price to the Promoter on or prior to the execution of this Agreement. If the Allottee/s request/s (in writing) the Promoter, the Promoter may, in the Promoter's discretion, permit the Allottee/s to make payment of any, or all, installment/s of the Purchase Price, prior to the same becoming payable, and at any interval/s or time/s and in such a case the Allottee/s shall be entitled to such rebate as the Promoter may decide in respect of the early payment/s of such installment/s. If the Allottee/s makes such a request to the Promoter, and the same is/are accepted by the Promoter, then the Allottee/s shall have no right or option to reverse, or withdraw his/her/their/its request and he/she/they/it shall be bound and liable to make the preponed payment/s of the installment/s of the Purchase Price, as permitted by the Promoter.

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

(2). The fixture and fittings with regards to flooring and sanitary fittings and amenities like one or more lift with particular brand to be provided by the Promoter in the Apartment and the Building are stated in the Statements annexed hereto.

(a). The Promoter shall install and/or provide the amenities, fixtures and fittings proposed to be provided in the Apartment as listed in the Statement annexed hereto and marked **Annexure 'B'**, (hereinafter referred to as the "**Apartment Amenities**"). The Allottee/s hereby agrees, declares and confirms that save and except the Apartment Amenities, the Promoter shall not be liable, required and/or obligated to provide any other fixtures or fittings in the Apartment.

(b). The Allottee/s has been informed and is aware that (i) all natural materials, including, marble, granite, natural timber etc., contain veins and grains with tonality differences, and while the Promoter shall pre-select such natural materials for installation in the Building, and/or the Apartment, and/or that form a part of the Apartment Amenities their non-conformity, natural discoloration, or tonal differences/variations at the time of installation will be unavoidable, (ii) the warranties of equipment, appliances and electronic items installed in the Apartment by the Promoter shall be as per the standard warranties provided by the manufacturer only and accordingly any defect in such equipment, appliances and electronic items, and/or the installation thereof, shall be rectified in accordance with the warranties provided by the system/equipment installer/ manufacturer only (with the Promoter having no liability or obligation for the same) and it is agreed and acknowledged that, beyond manufacturer warranties, comprehensive/non comprehensive annual maintenance contracts shall be obtained by the Allottee/s. The equipment, appliances and electronic items which form a part of the Apartment Amenities shall be maintained, serviced and repaired by third party manufacturers, suppliers and dealers who alone shall be appointed and engaged for such maintenance, service and repair etc. and if such equipment, appliances and electronic items are maintained, serviced and repaired with, in any manner by any person other than the authorized third party manufacturers, suppliers and dealers then the warranties above shall be rendered void and the Promoter shall never be held liable or responsible in respect thereof.

(c). For betterment thereof and/or for quality control purposes and/or due to non-availability or short supply, any of the Apartment Amenities and/or materials or items used, or comprised therein, may be altered, amended, or substituted, and/or materials or items of a similar nature materials or items may be provided.

(3). Common Areas & Amenities-

In this agreement “**Common Areas & Amenities**” means the areas, amenities and facilities to be developed upon and within the Project Land, as a part of the Project, which are intended for the common use of, inter alia, the allottees, purchasers, owners and occupants, from time to time of Premises, and more particularly described in Part A of the Statement annexed hereto and marked **Annexure ‘A’**. Common Areas & Amenities shall always exclude the Limited Common Areas & Amenities within the Project Land.

In this agreement “**Limited Common Areas & Amenities**” means, in respect of each of the Wing in the Project, staircases, lifts and common passages on each floor/level thereof, fire-fighting systems, and includes certain areas within each of the Wing. Limited Common Areas & Amenities shall always exclude Common Areas & Amenities, parking space/s, garages, and independent areas and utility areas in the Project. The Limited Common Areas & Amenities in respect of the Building are more particularly described in Part B of the Statement annexed hereto at **Annexure ‘A’**.

(a). The nature, extent and description of the Common Areas & Amenities and Limited Common Areas & Amenities proposed to be comprised in the Project are set forth in the Statement annexed hereto at **Annexure ‘A’**, which may be completed and/or available on or before the Completion of the Project, at the Promoter’s discretion. The Completion of Project shall mean the full completion, as determined by the Promoter in its discretion, of the Project and includes the: (1) completion of the entire construction of Building, the Common Areas & Amenities, (2) receipt of all approvals contemplated by the Promoter in respect of the Project, (3) formation and registration of the Entity & Organisation (defined hereinafter) by the Promoter, subject to Force Majeure (defined hereinafter) and in normal circumstances.

(b). The Allottee/s has/have been informed and is aware that the warranties of plant, machinery, equipment, appliances and electronic items installed by the Promoter in the Project shall be as per the standard warranties provided by the manufacturer only, and accordingly any defect in such plant, machinery, equipment, appliances and electronic items, and/or the installation thereof, shall be rectified in accordance with the warranties provided by the system/equipment installer/manufacturer only (with the Promoter having no liability or obligation for the same), and it is agreed and acknowledge that, beyond manufacturer warranties, comprehensive/non comprehensive annual maintenance contracts shall be obtained by the Entity & Organisation (defined hereinafter). The equipment, machinery and various other facilities which form a part of the Common Areas & Amenities and Limited Common Areas & Amenities shall be maintained, serviced and repaired by third party manufacturers, suppliers and dealers who alone shall be appointed and engaged for such maintenance, service and repair etc. and if such equipment, machinery and various other facilities are maintained, serviced and repaired with, in any manner by any person other than the authorized third party manufacturers, suppliers and dealers then the warranties above shall be rendered void and the Promoter shall never be held liable or responsible in respect thereof.

(4). The Allottee/s shall, in addition to the Purchase Price, be liable to bear, pay and discharge, no later than seven (7) Days from a demand being made by the Promoter in that regard, but in any event no later than the Date of Possession (defined hereinafter), the other charges & deposits which are as under:

Sr.No		Particulars
1	(a)	Share Money
	(b)	Outgoings for 1 year as interest free security deposit
2	(a)	Entity & Organisation Formation charges
	(b)	Legal & Documentation charges
	(c)	Outgoings for one year in advance
	(d)	Infrastructure development charges
	(e)	Water supply connection charges
	(f)	MSEB charges

The charges & deposits except at Sr. No. 1(b) are non-refundable, and shall not carry any interest.

On and from the Date of Possession (defined hereinafter) (whether or not the Allottee/s has/have taken possession of the Apartment or not), the Allottee/s shall be continuously bound and liable to bear and pay in respect of the Apartment, his/her/their/its share of the outgoings, maintenance charges, comprising of general maintenance, property taxes, non-agricultural taxes, rates, taxes, cesses, assessments, insurance premia, parking charges, costs for running generator, costs charges and expenses of cleaning and lighting the passages, landings, staircases, costs of maintenance, management and upkeep of Common Areas & Amenities, Limited Common Areas & Amenities, and operation and maintenance and repairs of lifts, water pumps, utility charges, salaries of all staff including managers, security, sweepers, liftmen, gardeners and such other charges expenses necessary or incidental for maintenance and upkeep of the Project, including the Building and other charges and levies of like nature, payable in respect of the Project including the Building and the Apartment, to all governmental authorities and/or any private bodies, security agencies, house-keeping agencies, and other persons.

(5). The Promoter shall maintain separate account in respect of the sums received by the Promoter from the Allottee/s as advance or deposit, sums received on account of the share capital for the formation of the Entity & Organisation (defined hereinafter) or towards the outgoings, legal charges and shall utilise the amounts only for the purpose for which they have been received.

(6). 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 relevant local authority at the time of sanctioning the plans or thereafter, and shall before handing over possession of the Apartment to the Allottee/s, obtain from the concerned local authority, occupation and/or completion certificates in respect of the Apartment. Notwithstanding anything to the contrary contained herein, the Allottee/s shall not be entitled to claim possession of the Apartment until the occupancy certificate is received from the local authority and the Allottees has/have paid all the dues payable under this Agreement in respect of the Apartment to the Promoter and has/have paid the necessary maintenance amount/deposit, service tax, vat, GST and other taxes payable under this agreement of the Apartment to the Promoter and has/have complied with any other obligations under this Agreement.

(7). 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 Project and handing over the Apartment to the Allottee/s, the Common Areas & Amenities and Limited Common Areas & Amenities to the Entity & Organisation (defined hereinafter) of the Allottee/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the instalment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters as provided in Clause 1(b) herein above (“Payment Plan”).

(8). The Promoter shall construct and develop the Project by utilising the entire current, enhanced, future and estimated/projected/envisaged, Floor Space Index (FSI), Premium FSI, Floor Area Ratio (FAR), Development Rights (DR), Development Rights Certificate (DRC), Transferable Development Rights (TDR), and other development potential, benefits, potential, yield, and/or advantages, and/or as may be available on any account whatsoever, and/or any other rights, benefits and/or any floating rights of any nature whatsoever, and by whatever name called, including fungible FSI, additional FSI, special FSI, compensatory FSI, incentive FSI, paid FSI, that is, or may be, available, or acquired, under any applicable law, or otherwise howsoever, including by way of hand over and/or transfer, to any governmental authority or persons, of any or all of the reservations or any part/s of the Project Land (hereinafter referred to as the **“Aggregate Development Potential”**). The Promoter currently estimates the Aggregate Development Potential to be approximately 11370.233 square meters out of which 5736.715 square meters is sanctioned as on date, and the Promoter will obtain further sanction upto 5633.518 square meters to be utilised for construction of Wing ‘D’ and additional upper floor (that is, the 6th and 7th floor) of ‘C’ Wing. It is clarified that additional areas, which means other areas that would form a part of the Project, including certain Common Areas & Amenities, such as staircases, lifts, lobbies, entrance, lobbies, society room, meter room, fitness areas, club areas, parking and services areas etc. which would be available and/or developed with or without payment of premiums or other charges are not included in, and are over and above, the aforesaid (estimated) Aggregate Development Potential. The Promoter has disclosed the Aggregate Development Potential to be utilized by it on the Project Land in the Project and Allottee/s has/have agreed to purchase the Apartment based on the proposed construction, and sale of Apartment to be carried out by the Promoter by utilizing the proposed Aggregate Development Potential and on the understanding that the declared proposed Aggregate Development Potential shall belong to Promoter only.

(9). The Project is, and shall be, undertaken and implemented, by the Promoter by utilising the entire Aggregate Development Potential as contemplated by the Promoter, and in terms of the plans and approvals sanctioned in a phase-wise manner, from time to time, with the overriding and irrevocable power, authority and discretion of the Promoter to complete the same, as it deems fit, in its discretion, on or before Completion of Project subject to changes in circumstances, and/or Force Majeure events, and/or market conditions, demand and supply, and/or otherwise for any other reasons or circumstances howsoever.

(10). With respect to the Aggregate Development Potential contemplated to be utilized by the Promoter in the Project, if, either prior to Completion of Project, or thereafter, any FSI, TDR, DR or other development potential, of whatsoever nature or by whatever name called arises, and/or becomes available, and/or may be loaded or utilized upon, and/or in respect of the Project Land, which may, for better and beneficial planning, and/or for convenience at the Promoter’s discretion, form a part of the Aggregate Development Potential, and be utilised in the Project, then in such case the Promoter shall be entitled to prepare, amend, modify or revise and have sanctioned, such plans in respect thereof, and obtain any Approvals in respect thereof. There shall be no change in the planning of the Apartment by virtue thereof.

(11). The Promoter shall have the right, in its discretion, for the beneficial interest of the Project, without adversely affecting the Apartment to make any variations, alterations, amendments, or deletions, in respect of the layout and planning of the Project, the Building and/or the Apartment, including the plans and Approvals thereof, and/or for relocating/realignment, or modification, of any Common Areas & Amenities, Limited Common Areas & Amenities, and/or any plans, and/or approvals in respect of the Project, and/or vary the location of accesses and/or the areas, locations, orientation and dimensions thereof as the Promoter deems fit, in its discretion for better planning and/or if the same is/are required by governmental authorities. The Promoter will obtain the prior consent in writing of the Allottee/s in respect of material variations or modifications which will adversely affect the Apartment, except any alteration or addition required by any government authorities or due to change in applicable law, when no prior consent is required.

(12). The Promoter has notified the Allottee/s and the Allottee/s is/are aware that there will be no allotment of car-parking spaces to any of the purchasers and allottees of flats and premises, and/or any specific car-parking spaces attached to any flats and premises in the Building. All car-parking spaces will be handed over by the Promoter to the Entity & Organisation (defined hereinafter) on the Completion of Project, which will formulate its own parking rules and regulations, including in respect of the use and enjoyment. The Allottee/s shall observe and perform all the rules and regulations which the Entity & Organisation (defined hereinafter) formulates, from time to time. The Allottee/s further agree/s and acknowledge/s that until the car-parking spaces are handed over by the Promoter to the Entity & Organisation (defined hereinafter), the same shall be under the sole, exclusive and absolute charge, control and possession of the Promoter, and/or the PMC (if appointed by the Promoter), who shall be entitled to inter alia, frame, and implement, rules and regulations in respect thereof, including in respect of the use thereof

(13). The Promoter shall, at the Promoter's discretion, address a communication (in writing) to the Allottee/s offering an inspection of the Apartment, on a specific date and time fixed by the Promoter. The Allottee/s shall thereupon be bound and liable to undertake such inspection along with the representatives or officers of the Project Architect and/or Project Engineer, and to satisfy himself/herself/themselves/itself that the Apartment has been constructed as per the approvals and the Apartment Amenities have been provided as per this Agreement. If, during the course of such inspection, the Allottee/s points out to the representatives or officers of the Project Architect and/or Project Engineer any defects or deficiencies in respect of the Apartment, the representatives or officers of the Project Architect and/or Project Engineer shall, if such objection/s raised by the Allottee/s is/are valid, enter the same, if valid, upon an Inspection Sheet which shall be signed by the Allottee/s and the representatives or officers of the Project Architect and/or Project Engineer. Thereupon the Promoter shall endeavor to rectify and remedy such defects or deficiencies prior to the Date of Possession (defined hereinafter). Other than the defects or deficiencies entered upon the Inspection Sheet, the Promoter shall not be liable to make good, remedy or rectify any other defects or deficiencies noticed or pointed out by the Allottee/s at the Date of Possession (defined hereinafter). Notwithstanding anything to the contrary stated hereinabove, if the Allottee/s fails to attend at the inspection he/she/they/it shall be deemed to have fully accepted the construction, state and condition of the Apartment and shall not be entitled to raise any objection, dispute or difference whatsoever in respect thereof.

(14). The Allottee/s confirms that if and when he/she/they/it is/are permitted to enter upon the Apartment, after the Date of Possession (defined hereinafter), the Allottee/s shall have and/or be deemed to have taken full, complete and detailed inspection thereof and approved the same in all respects and it shall be deemed to

have been completed in all respects in accordance with the terms and conditions of this Agreement and consequently, the Promoter shall be discharged from its liabilities, responsibilities and obligations with regard to the same.

(15). The Promoter shall confirm the final carpet area (as per RERA) that has been allotted to the Allottee/s after the construction of the Building/Wing is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area (as per RERA), subject to a variation cap of three percent. The total Purchase Price payable for the carpet area (as per RERA) shall be recalculated upon confirmation by the Promoter. However, if the carpet area (as per RERA) of the constructed Apartment increases or decreases over and above the variation/tolerance referred above, the Purchase Price shall vary accordingly, that is: (i) if there is a reduction, the amount reduced shall be adjusted by Promoter at the time of offering possession of the said Apartment, and (ii) if there is an increase, then the increased amount shall be payable by Allottee/s to the Promoter prior to taking possession of the said Apartment. It is clarified that the payments to be made by the Promoter/Allottee/s, as the case may be, under this clause, shall be made at the same rate per square meter on pro-rate/ proportionate basis as agreed in **Clause 1(a)** of this agreement.

(16). The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/s as per the Agreement, shall offer (in writing) the possession of the Apartment to the Allottee/s in terms of this Agreement to be taken within 15 (Fifteen) days from the date of issue of such written communication and the Promoter shall give possession of the Apartment to the Allottee/s.

(a). The Allottee/s shall take possession of the Apartment within 15 (Fifteen) days of the written communication addressed by the Promoter to the Allottee/s intimating that the Apartment is ready for use and occupancy.

(b). Upon receiving a written intimation from the Promoter, the Allottee/s shall take possession of the Apartment from the Promoter by making payment of all balance amount of the Purchase Price and other amounts, charges and deposits payable by the Allottee/s under this Agreement and executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee/s.

(17). The Allottee/s: (i) shall ensure that his/her/their/its fit-out works do not prejudice, affect or hinder in any manner the efforts and actions of the Promoter to obtain the balance/remaining approvals in respect of the Project, and (ii) undertake/s not to cause any damage to the Apartment and/or the Premises and/or the Building, and in the event any damage is caused, the Allottee/s agree/s and undertake/s to reimburse the Promoter all costs related to the remediation and rectification thereof. The Allottee/s also accept/s and acknowledge/s that as on the Date of Possession, the construction works in the Apartment shall have been completed, but that there shall, or may, be Project development and construction works ongoing at such time, including in respect of the Common Areas & Amenities, Limited Common Areas & Amenities in respect of the Project and Allottee/s shall not take any objection in respect thereof.

(18). In the event the Allottee/s fail/s to take possession within the specified time, the Allottee/s shall be liable to pay maintenance charges as applicable and further if the Allottee/s refuse/s to take possession of the Apartment, the same shall be a Allottee/s Event of Default. Without prejudice to its right of termination in such a case, the Promoter may, in its discretion, condone the delay, and/or default, by the Allottee/s on the

condition that the Allottee/s bear and pay to the Promoter the balance payments due on such dates with interest as may be levied and at such intervals as the Promoter directs and the Allottee/s is/are in full compliance with its obligations under this Agreement. Further, the Allottee/s agree/s that notwithstanding that the Promoter may have condoned the Allottee/s delay as aforesaid, the Allottee/s shall have no right or any claim in respect of any defects, or shortcomings in the construction, design, specification, building materials, etc. of the Apartment, Building and the Project and he/she/they/it shall be deemed to have irrevocably confirmed that he/she/they/it is/are fully satisfied in respect thereof.

(19). The Promoter shall offer possession of the Apartment to the Allottee/s on or before 30th June 2022. The Promoter shall address the written communication to the Allottee/s under which the Promoter shall offer possession of the Apartment. The date mentioned in the written communication on which possession will be offered is hereinafter referred to as the “Date of Possession”.

(20). Notwithstanding anything to the contrary in this Agreement the Promoter shall always be entitled, in its discretion to complete any part/portion or floor of the Building or any of the Wing and apply for and obtain part occupation certificate/s thereof, whereby, on the Date of Possession, the Allottee/s shall be obliged, and undertake/s, to take possession of the Apartment for occupation on the basis of such occupation/part occupation certificate which relates to the Apartment. Thereafter, the Promoter shall, without any hindrance or objection by the Allottee/s, be entitled to carry out by itself or through its contractors or otherwise all remaining development and work in respect of the Project and the Allottee/s shall not deny to take possession of the Apartment on the ground that the development of Common Areas & Amenities are not completed on that date.

(21). The Promoter has notified the Allottee/s and the Allottee/s is/are aware that the Common Areas & Amenities are to be shared by all allottees, purchasers, owners and occupants of flats and premises in the Project, and that the same will be completed on or before the full Completion of the Project, whereby the amenities and facilities comprised therein shall or may not be available for use or enjoyment till such time. The Allottee/s further agrees and acknowledges that he/she/they/it shall only be concerned with the completion of the construction of the Apartment and shall not raise any objection to the completion of any of the remaining development activity to be completed on ground of nuisance.

(22). The Promoter shall endeavor to take all such steps and precautions necessary to achieve construction, Completion of Project as contemplated herein. However, if on account of Force Majeure Event/s (defined hereinafter), there is any delay or anticipated delay in the Date of Possession, then the Promoter shall not be responsible or liable in any manner, and the same shall both automatically and forthwith stand extended for a period that is equivalent to the period that the Force Majeure Event continues and has continued and an additional period of thirty (30) days thereafter for remobilization, in which case, the Date of Possession shall automatically stand revised to and substituted by the revised Date of Possession as communicated by the Promoter. The Allottee/s shall not object, raise any disputes, and/or protest, and/or hold the Promoter liable for the aforesaid delay and extension of time, and shall not be entitled to, and shall not, make, or raise, any claim, for any damages, compensation, reimbursement of expenses or any other payments, the Allottees’ sole right and remedy in such a case being as provided in Clause 24 herein below.

(23). In this agreement “Force Majeure Event” means and includes any: (1) acts of God, wars, police actions, or hostilities (whether declared or not), invasions, acts of foreign enemies, rebellions, terrorism, revolutions, insurrections, military or usurped powers, or civil wars, riots, commotions, disorders, strikes or lockouts, munitions of war, explosive materials, ionising radiation or contamination by radioactivity, and

natural catastrophes, (2) breach, delay or default of the Allottee/s in complying with his/her/their/its obligations, duties and liabilities under this Agreement and/or Applicable Law, (3) hindrance, interference, or obstruction, suffered by the Promoter, in relation to the Project Land, or any part thereof, and/or the development of the Project Land, and/or the Project, (4) claim, dispute, or litigation, which affects the Project Land, or any parts thereof, and/or the Project, (5) notice, order, judgement, decree, rule, regulation, notification or directive, and/or policies of, governmental authorities and/or terms and conditions or any Approvals, which affects the Project Land, and/or the development thereof, and/or the Project, (6) prohibitory order being passed by any governmental authorities, which affects, or hinders, the Project Land, and/or the development thereof or any part thereof, and/or the Project, (7) delay or refusal in issue of any Approvals, including occupation certificate/s, as may be required in respect of the Project, and/or the Building, and/or the Common Areas & Amenities and/or the Limited Common Areas & Amenities to be issued by any governmental authority, and (8) non-availability, or short, or infrequent, supply, of steel, cement, other building materials, water or electric supply/connections, or drainage/sewage connections or labour, workers, Transferable Development Rights etc.; not due to a default by the Promoter.

(24). If, for any reason whatsoever, including on account of any Force Majeure Event/s, there is a delay, or anticipated delay, and there is, or will be, a consequent extension in the Date of Possession, then the sole remedy of the Allottee/s, on being notified (in writing) by the Promoter of the same, shall be to either: (i) continue with this Agreement, and accept the revised/extended Date of Possession as estimated and decided by the Promoter in its discretion (unless the Force Majeure Event is of such nature that the Promoter is not in a position, in its discretion, to estimate such revised dates in which case the Promoter shall be entitled to extend such dates from time to time), or (ii) to terminate this Agreement by giving a written notice to the Promoter; provided that the aforesaid right of termination shall be exercised by the Allottee/s by addressing and delivering to the Promoter the aforesaid written notice no later than seven (7) days from being notified in writing by the Promoter, as aforesaid, of such delay, failing which the Allottee/s shall have deemed to have irrevocably opted and elected to continue with this Agreement, and shall be deemed to have waived his/her/their/its aforesaid option to terminate this Agreement, and shall have accepted, and be deemed to have accepted, all future revisions/extensions of the Date of Possession, from time to time, without any liability or obligation whatsoever on the part of the Promoter, except the interest as specified under RERA and as it is applicable that time, on all the amounts paid by the Allottee for every month of delay, till the handing over of the possession.

(25). The Allottee/s agree/s to pay to the Promoter, interest as specified in the RERA and the Rules made thereunder i.e. interest as per State Bank of India marginal cost of lending rate plus 2% (Two Percent) per annum with monthly rests, on all the delayed payment which become due and payable by the Allottee/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Promoter.

(26). If the Allottee/s has/have opted to terminate this Agreement, and has terminated the same in strict accordance with Clause 24, then the Promoter shall refund to the Allottee/s the Purchase Price installments and other charges & deposits, received and realised by the Promoter but not the taxes already paid to Government together with interest specified in RERA and the Rules made thereunder. In a situation of termination other than by virtue of Force Majeure Event, the Promoter shall additionally pay one-time fixed pre-estimated liquidated damages which shall be equivalent to five per-cent (5%) of the Purchase Price, of the Apartment (which the Parties consider to be reasonable, and not as a penalty), and no other penalties, damages or liabilities. The aforesaid amounts shall be refunded/paid within thirty (30) days from the same being due. The date of the Allottee/s aforesaid notice of termination shall be and be deemed to be the date on

which this Agreement has stood terminated and cancelled, provided that the Promoter may, in its discretion, require the Allottee/s, as a condition precedent to the aforesaid refund/payments to execute and register a Deed of Cancellation recording such termination and cancellation of this Agreement.

(27). If the Allottee/s commits an Event of Default (defined hereinafter), the Promoter shall be fully and freely entitled, in its discretion, and without prejudice to all its rights and remedies herein, and under applicable law, to deliver to the Allottee/s a fifteen (15) day prior notice in writing of its intention to terminate and cancel this Agreement, and if the Allottee/s fails, refuses and neglects to remedy or rectify such Event of Default (defined hereinafter), to the satisfaction of the Promoter, by the expiry of the aforesaid notice period of fifteen (15) days, then this Agreement and any writings that may have been executed in pursuance hereof shall automatically and forthwith stand cancelled and terminated without any further act, deed, matter or thing being required to be done, executed and performed; provided that the Promoter, in its discretion, may require the Allottee/s to execute and register a Deed of Cancellation (in terms of a draft prepared by the Promoter) recording the termination and cancellation of this Agreement, which the Allottee/s shall be liable to do. On and after such termination the liquidated damages which shall be equivalent to ten per-cent (10%) of the Purchase Price, which is inclusive of the brokerage/commission paid to estate agent/s in relation to the allotment of the Apartment, which the Parties mutually consider to be reasonable and not as a penalty, shall be deducted and appropriated by the Promoter from and out of the Purchase Price and the other charges & deposits paid by the Allottee/s, and received and realised by the Promoter, and the net balance thereof, shall, subject to the Allottee/s executing and registering the aforesaid Deed of Cancellation if directed by the Promoter, be paid to the Allottee/s, by the Promoter within thirty (30) days from the date on which such amounts are required to be paid to the Allottee/s, subject always to receipt by the Promoter of Purchase Price (excluding Taxes) that is sufficient to defray the installment/s thereof. It is agreed and clarified that other than the aforesaid amount, the Promoter shall not be liable to bear, pay and discharge to the Allottee/s any other amounts, charges, liabilities, compensation or damages.

(28). In this Agreement “Event of Default” means and includes the occurrence of all or any of the following events:

(a). the Allottee/s delaying, or committing three defaults in payment of any of the amounts payable, agreed to be paid, and/or required to be paid by the Allottee/s, or any part/s thereof on or before respective due dates for payment thereof; and/or,

(b). the Allottee/s committing any breach or default of, or not being in observance, performance, or compliance with any of the terms, conditions, covenants, undertakings, representations and/or warranties contained in this Agreement, and/or as given by him/her/them/it under this Agreement, and/or of any approvals and/or applicable law, etc.; and/or,

(c). the Allottee/s receiving any notice from governmental authority, and/or any foreign state or government, and/or any authorities of any foreign state or government, under any laws, rules, or regulations, and/or the Allottee’s involvement in any money laundering and/or illegal activity/ies, and/or the Allottee/s being declared to be proclaimed offender and/or a warrant being issued against him/her/them/it under any applicable laws, rules, or regulations;

(29). It is agreed and confirmed by the Allottee/s that on the termination and cancellation of this Agreement, under any of the terms, conditions and provisions of this Agreement, the following shall forthwith apply and bind the Allottee/s, that is:

(a). the Allottee/s shall cease to have any right, title, interest, claim, or demand in or to the Apartment, under this Agreement, and the Promoter shall be fully and freely entitled, without any objection, or obstruction, to allot and sell, deal with and/or otherwise encumber, alienate or dispose off the same, in such manner, for such consideration and on such terms and conditions as the Promoter deems fit, in its discretion;

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

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

(30)(a). The Common Areas & Amenities, as currently planned include a proposed club house and certain recreational facilities for the benefit of all allottees, purchasers, owners and occupiers of flats and premises in the Project. Subject to the Allottee/s complying with, observing and performing all the terms, conditions and provisions of this Agreement, including making payment of all amounts and charges including the Purchase Price payable under this Agreement, and after Completion of Project, the Allottee/s may access, use, and enjoy the same, in respect of which the Allottee/s will be liable to comply with certain terms and conditions.

(b). The Promoter has informed the Allottee/s of the following facts, matters and circumstances that shall pertain to the club house and recreational facilities, which the Allottee/s has/have fully accepted, agreed and confirmed that is:

(i). the club house and recreational facilities shall be constructed and shall have the equipment, infrastructure, amenities and facilities as the Promoter deems fit, in its discretion;

(ii). the use, benefit and enjoyment of the club house and recreational facilities shall be, inter alia, for all allottees, purchasers, owners and occupiers of flats and premises in the Project (collectively, “Users”), and all such Users shall use and enjoy the same on the same basis and consistently, without any preferential, exclusive or additional/further right or benefit;

(iii). The management and operations of the club house and recreational facilities shall, until handed over by the Promoter to the Entity & Organisation (defined hereinafter) formed and constituted by the Promoter in respect of the Project, shall be under the sole, exclusive and absolute control of the Promoter, and/or the PMC (if appointed by the Promoter), who shall be entitled to inter alia, frame, and implement, the aforesaid rules and regulations in respect thereof.

(iv). The entitlement to use the club house and recreational facilities is and shall be personal to the Allottee/s, and is not transferable or assignable in any manner; provided that on the completion of any permitted sale and transfer of the Apartment by the Allottee/s, or their assigns to any persons (“**Premises Transferees**”), the Premises Transferees shall solely be entitled to use and enjoy the

club house and recreational facilities in the place and stead of the Allottee/s (who shall automatically and forthwith cease to be entitled to access, and enjoy the same), subject to the Premises Transferees completing all formalities as may be required of them, at such time. Under no circumstances, shall the Allottee/s or any Premises Transferees be entitled to use, enjoy or access the club house and recreational facilities after he/she/they/it have sold and transferred the Apartment.

(v). There may be recreational, social and other related events, performances, activities, parties, gatherings, etc. held in the club house, and/or in the recreational facilities during the day or night, by the Promoter, and/or the PMC, and/or Users. The Allottee/s, for himself/herself/themselves/itself and as a prospective member of the Entity & Organisation, to be formed in respect of the Project shall not be entitled to raise any disputes, differences, or objections in and/or hinder, restrict, obstruct or interfere.

(31). The Promoter has made full and true disclosure of the title of the said Project Land as well as encumbrances, if any, known to the Promoter in the Certificate of Title. The Promoter has also disclosed to the Allottee/s the nature of its right, title and interest or right to construct Building, and also given inspection of all documents to the Allottee/s as required by the law. The Allottee/s having acquainted himself/herself/themselves with all facts and right of the Promoter and after satisfaction of the same has entered into this Agreement.

(32)(a). The Allottee/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment/s, modification/s made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to full fill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of this Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and regulations of the Reserve Bank of India or any other applicable law. The Allottee/s understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time, the Promoter accept no responsibility in this regards. The Allottee/s shall keep the Promoter fully indemnified and harmless in this regard.

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

(33). The Allottee/s shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence [OR] commercial purposes.

(34)(a). On or before the completion of construction of the Building, and/or on receipt of the final approvals in respect thereof (including the final occupation certificate/s in respect thereof), the Promoter shall, in the Promoter's discretion, form and register a co-operative society, and/or any other entity, organisation,

association, or body, referred to in, or permitted under, RERA (hereinafter referred to as the “**Entity & Organisation**”) in respect of the entire Project. The nature and type, of the Entity & Organisation shall be determined by the Promoter in its discretion.

(b). Further, upon the full Completion of the Project, the Promoter shall convey and transfer, under a Deed of Transfer, the Project Land, the Building, the Common Areas & Amenities and Limited Common Areas & Amenities in favour of the Entity & Organisation, as the Promoter determines, in its discretion. For the purpose of clarity, the Deed of Transfer to the Entity & Organisation shall be executed by the Promoter on completion of three months from Completion of the Project, or on the happening of all the following events, whichever is later, that is (a) the receipt of the Occupation Certificate/s in respect of the last of the Wings/building/s; and, (b) the receipt of the entire purchase price and consideration by the Promoter from all the purchasers and allottee/s of the Premises in the Building and on the terms and conditions contained herein and in the manner as described in this Agreement. The Promoter shall execute the Deed of Transfer and other writings in respect thereof, subject to this Agreement and all other agreements for sale executed with the other purchasers and allottees in the Project and the rights, interest, easements, powers, authorities, privileges, authorities, vested and reserved herein/therein unto the Promoter.

(c). The Allottee/s agree and confirm, personally and as prospective member/s of the applicable Entity & Organisation, that he/she/they/it, is/are not entitled to and shall never raise any objection or dispute and/or claim any compensation, if the area of the Project Land and/or any or all of the Building, and/or the remaining development of the Project, that is proposed to be transferred as provided in this clause, shall be at variance with, or may be less than, the area contemplated, or referred by herein, including by virtue of any Reservations, encroachments, spaces for sub-station (by electricity supply company), if any, and/or the reservations being handed over and transferred to and/or acquisition of any portion of the Project Land by the KMC and/or other Governmental Authorities, during the course of developments of the Project Land, or for any other reason whatsoever.

(d). Without prejudice to the generality of the foregoing provisions, the Promoter has put the Allottee/s to notice and which the Allottee/s has/have agreed and accepted that the development of the Project upon the Project Land contemplates the utilization of part/portion of the Aggregate Development Potential, which may not be proportionate to the FSI and development potential attributable to and arising out of the Project Land. The Allottee/s, for himself/herself/themselves/itself, and as a prospective member of the Entity & Organisation, shall not be entitled to raise any claim or dispute in respect thereof.

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

(f). The Entity & Organisation to be formed and constituted in respect of the Project shall be known by such name as the Promoter may decide, which name shall not be changed by the Allottee/s, and/or any other purchasers and/or the Entity & Organisation without the prior written consent of the Promoter;

(g). The Allottee/s shall co-operate with the Promoter and shall sign and execute application forms, papers, declarations, documents and other writings for registration of the Entity & Organisation to be formed and constituted in respect of the Project and for taking up membership thereof, and to deliver the same to the Promoter no later than fifteen (15) days from the date the same has been forwarded by the Promoter to the Allottee/s, and to attend the office of the Promoter so as to enable the Promoter to register the same.

(h). All, without limitation, costs, charges and expenses in respect of the formation and registration of the Entity & Organisation in respect of the Project shall be borne and paid by the Allottee/s and all other purchasers, transferees and owners of the Premises in the Project and the Promoter shall not bear or pay the same or contribute towards the same at all. "Premises" means an area, or space in the Project designated by the Promoter, in its discretion, for residential, and/or commercial, and/or retail, and/or any other uses. If any delay or default is made in the payment or reimbursement of such costs, charges or expenses, for any reason whatsoever, the Promoter shall never be held responsible or liable for any delay in the formation and registration of the Entity & Organisation.

(35). It has been made clear by the Promoter to the Allottee/s that the electric meters as well as the water meters in the Project will be in the name of the Promoter herein and the Allottee/s and /or the Entity & Organisation which may be formed shall get the same transferred in their favour and the Promoter will grant their No Objection to it as and when required.

(36). The Promoter shall, until the execution of the Deed of Transfer in favour of the Entity & Organisation, be and remain exclusive owner and holder and shall have, entire right, title, interest, benefit, claim and demand in respect of the Project, including all flats and premises therein, and all the FSI, Aggregate Development Potential so utilised therein; and the Allottee/s interest being solely limited to the Apartment.

(37). All purchasers and allottees, from time to time, of flats and premises in the Project, shall be and be deemed to be on the same footing, and have and shall always have the same rights, interests and entitlements as all the other (including initial) allottees and purchasers of the flats and premises, planned from time to time in respect of the Project, they shall be admitted as members of the Entity & Organisation and as a result thereof there may be a modification and variation to the undivided share appertaining to the Apartment in the Common Areas & Amenities and Limited Common Areas & Amenities. All purchasers and allottees shall be admitted as and made members thereof.

(38). No persons or parties, including the Entity & Organisation formed in respect of the Project shall be involved in, or be entitled to interfere, obstruct or in any manner deal with any matters relating to the Project and/or the utilisation and/or the dealing with the FSI, or any part/s thereof. The Entity & Organisation to be formed in respect of the Project, by the Promoter, shall strictly function within the frame work of its constitution as framed, from time to time, by the Promoter.

(39). The Promoter and the Allottee/s hereby covenant with each other that after formation of the Entity & Organisation of the various allottee/s, the Promoter shall be entitled to sell and dispose of the unsold premises in the Building to any prospective buyers without payment of any transfer fee or premium and the Entity & Organisation shall admit the buyers of such premises as may be nominated by the Promoter as members, without payment of any transfer fee or premium or any other charges to the said Entity & Organisation. The Allottee/s agree/s and confirm/s that the Promoter shall not be liable to pay any maintenance or common expenses or outgoings in respect of the unsold premises in the Building.

(40). The Promoter and/or or any company/ies, entity/ies, concern/s or person/s who/which is/are nominee/s of, and/or group, holding, or affiliate, or subsidiary company/ies, entity/ies, or concern/s, of the Promoter, and/or associated, or affiliated, with the Promoter by contract, or otherwise (hereinafter referred to as the “**Promoter Affiliates**”) shall in its discretion, control the placement, installation and provision of any types of temporary and permanent signage and hoardings (including neon, backlit and illuminated signage and hoardings) of whatsoever nature upon and in the Project Land and the Building till such time as the Deed of Transfer is executed and registered in favour of the Entity & Organisation to be formed in respect of the Project. Further the Promoter and/or the Promoter Affiliates shall always have full complete and unrestricted access to such hoardings, and signage. Without prejudice to the generality of the foregoing provisions the Promoter and/or Promoter Affiliates shall have full rights, in its/their discretion, to install its/their name/s or logos at one or more places or in or upon the Project Land and/or upon the Building and/or any Common Areas & Amenities and/or any Limited Common Areas & Amenities, and/or at the entrances and exits thereof. The Promoter and Promoter Affiliates shall always have and reserve/s, to themselves full and free right of way and means and access to such place or places for the purpose of installing, maintaining and replacing such hoardings and signage.

(41). The Promoter is and shall always be the sole, absolute, irrevocable and complete owner, holder and in the charge and control of the Project Land and the Aggregate Development Potential, and every part thereof, and has, and shall always have, the entire, exclusive overriding, and irrevocable interest and power, entitlement and authority to develop, from time to time, in a such manner, over such period of time upto the Completion of Project, and in such sequence or order (the same being dynamic in nature), the Project upon the Project Land, including by submitting any part/s or portions thereof, under any Applicable Law and by dealing with, distributing, apportioning, utilising and transferring, the Aggregate Development Potential, in such manner, to such extent, and at such intervals, as the Promoter deems fit, in its discretion, upon any part/s or portion/s of the Project Land; to the end and intent, and at such intervals, that the Project Land is fully and completely developed to the maximum and complete extent possible and feasible.

(42). Without prejudice to the generality of the foregoing provision, the Promoter may in its discretion, inter alia, be entitled to:

(a). club, amalgamate, or sub-divide any parts or portion of the Project Land, and/or any adjoining lands into one layout, and/or separate, or combined layout/s, and/or in respect of the Project to do, execute and perform all acts, deeds, matters and things in relation thereto;

(b). deal with, sell, transfer, alienate, encumber, grant development rights, or sub-development rights, and/or enter into joint ventures, collaborations, or partnerships, or otherwise deal with in any manner, with the Project Land, and/or the Aggregate Development Potential, or any part thereof, and/or the Project, and grant/vest any rights, benefits, privileges, easements, powers, authorities and discretions, and/or connect/join any amenities, and/or facilities and/or any infrastructure, or any part/s or portion/s thereof for the more beneficial and optimum use and enjoyment thereof;

(c). designate, allocate, reserve and/or relocate, realign, modify, and amend from time to time, any common areas, amenities, infrastructure, facilities, shared services, open spaces, parking spaces, gardens, recreational facilities, internal roads, entrances and accesses, in

respect of the Project including in pursuance of Applicable Law, and/or by virtue of any approvals, and/or as may be required by the Governmental Authorities;

(d). direct, designate, hold and control all infrastructure facilities, including public space advertising and all promotional signage, hoarding, and all other nature of signage whatsoever, and designate and allocate any Premises, areas, and spaces, upon or in the Project Land to any persons, including third party service providers, and/or Promoter Affiliates, for the purpose of facilitating the provision and proper maintenance of utility services including without limitation, electricity, water and telecommunication related services;

(e). allot and/or grant on lease or otherwise howsoever any areas or spaces therein (including in respect of the Project) to the Maharashtra State Electricity Distribution Company Ltd (MSEDCL) or any governmental authorities, utility service providers for the purpose of installing power sub-stations with a view to service the electricity requirement of the Project Land, or any part thereof (including the Project) and/or any neighboring areas;

(f). hand over and/or transfer any part/s or portion/s of the Project Land, to any persons, parties, government, or statutory authorities, or bodies, with or without any development or construction thereon, in accordance with applicable law, and/or any Approvals, and/or develop any and all areas previously affected by the reservations and/or as the case may be, and/or develop such further or additional reservations as may be imposed or applied, in the Promoter's discretion;

(g). continue to retain, after the Completion of Project all rights, powers, authorities, control and ownership over all undeveloped part/s and/or portion/s of the Project Land, and/or those that may be under development at such time (including all unutilized Aggregate Development Potential), with the irrevocable, full, complete and unfettered right, power, authority and discretion to own, hold, deal with, develop, and encumber the same, including to complete developments and ongoing developments thereof, whether as other projects, or otherwise howsoever. The Deed of Transfer that shall be executed in favour of the Entity & Organisation, as referred to in Agreement, shall exclude all such part/s and/or portion/s of the Project Land, and/or unutilized Aggregate Development Potential, and/or reserve the aforesaid rights, powers and authorities of the Promoter over the same, as the Promoter deems fit in its discretion.

(43). Subject to the disclosure made herein by the Promoter and what is stated in the Certificate of Title, the Promoter hereby represents and warrants to the Allottee/s as follows:

(a). The Promoter has clear and marketable title with respect to the Project Land; as stated in the Certificate of Title and the Promoter has the requisite rights to carry out development upon the Project Land and also has actual, physical and legal possession of the Project Land for the implementation of the Project;

(b). The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project;

(c). There are no encumbrances upon the Project Land or the Project;

(d). There are no litigations pending before any Court of law with respect to the Project Land and/or the Project.

(e). All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and Building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, Project Land and Building 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 in relation to the Project, Project Land, Building, Common Areas & Amenities and Limited Common Areas & Amenities;

(f). The Promoter has 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;

(g). 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 Project Land, including the Project and the Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement;

(h). The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Apartment to the Allottee/s in the manner contemplated in this Agreement;

(i). At the time of execution of the Deed of Transfer in favour of the Entity & Organisation of Allottee/s the Promoter shall handover lawful, vacant, peaceful, physical possession of the Common Areas & Amenities and Limited Common Areas & Amenities of the Project to the Entity & Organisation;

(j). 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 Project to the competent authorities;

(k). 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 Project Land) has been received or served upon the Promoter in respect of the Project Land and/or the Project.

(44). The Allottee/s, with the intention to bind all persons in whosoever's hands the Apartment may come, hereby agree/s, confirm/s undertake/s and covenant/s with the Promoter as follows:

(a). To maintain the Apartment at the Allottee/s' own costs and expenses in good and tenantable repair, order and condition and to carry out all internal maintenance and repairs to the Apartment such that the same is in the same state and condition, as it was on the Date of Possession, and not to do or suffer or permit to be done anything therein including any changes or alterations thereto, and/or

to any part of the Building, and/or any of the Common Areas & Amenities and/or any of the Limited Common Areas & Amenities which are, or may be, contrary to the terms of this Agreement, and/or rules, regulations, or bye-laws, of the Promoter, and/or the Project Management Consultant (“PMC”), and/or any governmental authorities, and/or the Entity & Organisation in respect of the Project (as and when formed and registered by the Promoter).

(b). Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Entity & Organisation.

(c). Pay to the Promoter within 15 (Fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the Building in which the Apartment is situated.

(d). To submit plans and specifications in respect of permissible alterations to the Apartment and after obtaining Promoter’s prior written approval in respect thereof to rectify and make good any unauthorised alterations and/or damage thereto within seven (7) days from the date of receipt of a written notice from the Promoter, and/or from any governmental authorities, in that regard;

(e). To bear and pay all increases in the Taxes, as well as all water charges, insurance premia and other levies, imposed on account of any change permitted (as provided herein) to be made in the user of the Apartment by the Allottee/s;

(f). To observe, perform and comply with terms, conditions and covenants of the Deed of Transfer (as and when executed) and all the rules, regulations and bye-laws which the Promoter, and/or any governmental authorities may specify and those which the Entity & Organisation (as and when formed and registered by the Promoter in respect of the Project) may adopt or frame at its inception, and any modification thereof, from time to time;

(g). The Allottee/s shall not let, sub-let, transfer, assign or part with any interest or benefit under this Agreement or part with the possession of the Apartment (if the Date of Possession has occurred and the Allottee has taken possession of the Apartment in terms and in accordance with this Agreement) until all dues payable by the Allottee/s to the Promoter under this Agreement are fully paid and the Allottee/s has complied with all his/her/their/its obligations under this Agreement.

(h). The Allottee shall observe and perform all the rules and regulations which the Entity & Organisation (to be formed and constituted in respect of the Project) may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance, and for the observance and performance of the building rules, regulations and bye-laws for the time being of the governmental authorities. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Entity & Organisation (to be formed and

constituted in respect of the Project) regarding the occupancy and use of the Apartment and shall pay and contribute regularly and punctually towards the Taxes, expenses or other out-goings in accordance with the terms of this Agreement.

(i). The Promoter shall be fully entitled to, and at liberty to, undertake periodical inspection of the Apartment through its authorized representative/s or the Project Architect and/or the Project Engineer.

(j). On and after the Allottee/s is/are permitted to enter upon the Apartment, on or after the Date of Possession, to make suitable arrangement for removal of debris arising out of any interior decoration, renovation, furniture making or any other allied work in the Apartment. In case such debris is not removed by the Allottee/s, the Allottee/s shall pay/reimburse to the Promoter, the cost incurred in the removal of such debris;

(k). Upon and after the Allottee/s is/are permitted by the Promoter to enter upon the Apartment as provided herein and until the conveyance of the Project Land, the Building, the Common Areas & Amenities and Limited Common Areas & Amenities are conveyed and transferred to the Entity & Organisation as contemplated herein, the Promoter, and/or Promoter Affiliates, and/or any governmental authorities and their respective officers, agents, or representatives, including the PMC, the Project Architect and any engineers, surveyors, contractors, agents and employees, with or without workmen and others, have and shall have at all reasonable times, the right to enter into and upon the Project Land, the Building, the Common Areas & Amenities, the Limited Common Areas & Amenities, the Apartment, or any part thereof, to view and examine the state and condition thereof and/or for the purpose of undertaking any works as may be required therein and thereto in relation to the Project,

(l). Not to store in the Apartment any goods, objects or materials which are or may be of hazardous, combustible or dangerous nature, or are or may be so heavy as to damage the construction or structure of the building in which the Apartment is situated, or the storing of which goods, objects or materials is objected to or prohibited by the Promoter, and/or the PMC, and/or any governmental authorities, and shall not carry or cause or permit to be carried heavy packages to upper floors which may damage or may be likely to damage the lifts or the entrances, staircases, common passages or any other structure, or part, of the building in which the Apartment is situated, and to be liable for all damage that may be caused thereto by the Allottee/s;

(m). Not, without the prior written permission of the Promoter, and/or the PMC:

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

ii) to affix/install any sign, name or display boards, or any hoardings or neon lights in or outside the Building and/or in any part of the Project Land, and/or the Common Areas & Amenities, and/or the Limited Common Areas & Amenities.

iii) to cover or enclose in any manner whatsoever, the open terrace/s, the open balcony/balconies or other open space/s (if any) forming part of or appurtenant to the Apartment, and/or affix/install grills to the windows only as approved by the Promoter to maintain uniformity of grill/s or safety door/s to the main door/s of the Apartment;

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

v) to do or permit or suffer to be done any act, deed, matter or thing which may render void or voidable any insurance of the Building, and/or any of the Common Areas & Amenities, and/or the Limited Common Areas & Amenities (as and when ready) and/or any other part of the Project, and to make payment of any additional or increased premiums in respect thereof, as may arise on account of any breach by the Allottee/s;

vi) to throw dirt, rubbish, rags, garbage or other refuse, or permit the same to be thrown from the Apartment, in the compound or any portion of the Project Land, and/or the Building, and/or the Common Areas & Amenities, and/or the Limited Common Areas & Amenities;

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

viii) to demand or claim any partition or division of the Allottee/s' ultimate interest as provided herein, in the Project Land, and/or the Building, and/or the Common Areas & Amenities, and/or the Limited Common Areas & Amenities or any part thereof, it being expressly agreed, understood and confirmed by the Allottee/s that his/her/their/its interest therein will, if the allotment and sale herein is completed, be impartible, and will be held only through the Entity & Organisation formed by the Promoter in respect of the entire Project, of which he/she/they/it shall be admitted as a prospective member as per the terms of this agreement.

(45). Open terraces, if any, forming part of and attached/appurtenant to any of the flats and premises in the Project are intended for and shall be exclusively used and occupied by the respective purchasers, allottees, and owners of the concerned flats and premises who shall never be entitled to enclose such open terraces without the prior permission in writing of the Promoter and governmental authorities, and in case such permissions are granted by the Promoter, the governmental authorities, the concerned purchasers, allottees and owners of such flats and premises in the Project shall observe, perform and comply with all the terms and conditions as may be stipulated in respect thereof and also for the consequences arising from any breach or violation thereof.

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

(47). Nothing contained in this Agreement is intended to be, and/or shall be construed as, a grant, transfer, demise or assignment in law of any part of the Project Land, and/or the Building, and/or the Common Areas & Amenities and Limited Common Areas & Amenities to the Allottee/s. So far as the Allottee/s right/s, interest and benefit/s are concerned, the nature and scope of this Agreement is limited to an agreement for allotment and sale of the Apartment strictly upon and subject to the terms, conditions and provisions herein.

The Project Land, the Building, the Common Areas & Amenities, and Limited Common Areas & Amenities are and shall always remain property of the Promoter until the transfer/s thereof, to the Entity & Organisation, and in terms thereof. The Allottee/s shall also not have any claim, save and except, in respect of the Apartment hereby agreed to be allotted and sold.

(48). The Allottee/s is/are aware that only on the basis of and relying on the representations, assurances, declarations, covenants and warranties made by him/her/them, the Promoter has agreed to and is executing this Agreement for Sale and Allottee/s hereby agree/s to indemnify and keep indemnified the Promoter, Promoter's Affiliates and the PMC, and their respective directors, partners, shareholders, constituents, representatives, officers, employees, servants, agents, and all persons claiming under them, and their respective successors and assigns (hereinafter referred to as the "**Indemnified Parties**"), absolutely and forever from and against all and any damage or loss that may be caused to the Indemnified Parties including inter-alia against and in respect of all actions, demands, suits, proceedings, penalties, impositions, losses, damages, costs, charges and expenses, that may be caused to or incurred, sustained or suffered by the Indemnified Parties, by virtue of any of the aforesaid representations, assurances, declarations, covenants and warranties made by the Allottee/s being untrue and/or as a result of the Indemnified Parties entering in to this Agreement for sale and/or any other present/future writings with the Allottee/s and/or arising there from.

(49). The Allottee/s hereby agree/s to pay to the Promoter the stamp duty and registration charges pertaining to this Agreement and also to bear and pay his/her/their proportionate contribution towards the stamp duty and registration charges that may have to be paid in respect of the Deed of Transfer to be executed by the Promoter in favour of the Entity & Organisation as may be formed of the allottee/s of the Premises in the Building.

(50). The Allottee/s hereby agree/s, undertake/s confirm/s and covenant/s as material, vital and integral terms and conditions of the agreement herein is and shall always be subject to the following:

(a). the Project shall always be called/known by the name "Unimont Empire", which name shall not be changed without the prior written permission of the Promoter, and thus shall, at all times, be binding upon the Allottee/s, all purchasers and allottees of flats and premises in the Building, and the Entity & Organisation formed in respect of the Project.

(b). all schemes and resolutions affecting or pertaining to the Project, the Project Land, or the Building, the Common Areas & Amenities, the Limited Common Areas & Amenities, or any part/s thereof, made or to be made by the Promoter and/or any governmental authorities, or other persons, or private body/ies, as also all the terms, conditions, covenants, provisions, stipulations and restrictions contained in any approvals.

(c). all the terms, conditions, covenants, stipulations and provisions contained in all the agreements, deeds, documents and writings executed and/or to be executed by and between the Promoter, and/or its predecessors, in respect of the Larger Land, Project Land, and/or between the Promoter and Promoter's Affiliates, and/or between the Promoter, or Promoter Affiliates and any owners or occupiers of the adjoining lands, and/or the purchasers, owners, or occupiers of Premises in any wings/Building constructed upon the Project Land.

(d). all terms, conditions, easements, restrictions, covenants, rights, interests and benefits, affecting, and/or for the benefit of the Project Land, or any part thereof, and/or any development thereon, and/or for the benefit of the owners and occupiers thereof, including in respect of repairs and maintenance and/or to contribute to the repairs and maintenance of all the roads, ways, passages, sewers, drains, gutters, fences, boundary walls and other amenities, facilities, infrastructure and utilities in respect thereof. In this regard, the Promoter shall not be liable or required to show the creation of, or define, or apportion, any burden.

(e). all terms, conditions, covenants, stipulations and provisions contained in any agreement/s, undertakings or writings given, or to be given, to governmental authorities, and in respect of approvals, and/or special rights and privileges and building agreement/s made or executed or to be made or executed in respect of the flats and premises in the Project.

(51). The Promoter shall not be bound to carry out any additional work for the Allottee/s without there being a written acceptance by the Promoter to carry out the said additional work for the Allottee/s, which again shall be at the sole discretion of the Promoter. If the Promoter has agreed to do any additional extra work for the Allottee/s, the Allottee/s shall deposit the estimated cost for carrying out the said additional work within 7 (Seven) days from the date when the Promoter inform such costs to the Allottee/s. If the Allottee/s fail/s to deposit the estimated cost for carrying out the said additional work of the Allottee/s, agreed to be carried out by the Promoter, then the Promoter shall not be liable to carry out the said additional work as agreed.

(52). The Allottee/s undertake/s to pay as and when demanded by the Promoter, any deposits, insurance, tax, charges, levies, penalties, cess, Service Tax, VAT Charges, GST etc. of whatsoever nature imposed by any Government or Local Authorities and any increase thereof in aforesaid taxes and charges, and shall fully indemnify and keep indemnified and saved harmless the Indemnified Parties in respect of these taxes and charges.

(53). If the Allottee/s, before being put in possession of the Apartment, desire/s to sell or transfer his/her/their interest in the Apartment or wishes to transfer or give the benefit of this Agreement to some other person, the same shall be done only after the Allottee/s obtain/s the prior written permission of the Promoter in that behalf. In the event of the Promoter granting such consent, the Allottee/s shall be liable to and shall pay to the Promoter such sums as the Promoter may in its absolute discretion determine by way of the transfer charges and administrative and other costs, charges, expenses pertaining to the same, provided however that such transferee/s/assignee/s of the Allottee/s shall always be bound and liable by the terms, conditions and covenants hereof and on the part of the Allottee/s to be observed, performed and complied with. All the provisions of this Agreement shall ipso facto and automatically apply mutatis mutandis to such transferee/s/assignee/s also. The Allottee/s and the persons to whom the Apartment is permitted to be transferred with the written consent of the Promoter, shall observe and perform bye laws and/or the rules and regulations of the Entity & Organisation, as and when formed and the additions, alterations or amendments thereof and shall also observe and carry out the building rules and regulations and the buy-laws for the time being of the municipal council and/or public bodies. The Allottee/s and persons to whom the Apartment is allowed to be transferred shall observe and perform all the stipulations and conditions laid down by such Entity & Organisation, regarding the occupation and use of the Apartment and the building and shall pay and contribute regularly and punctually towards rates, cess, Taxes and/or expenses and all other outgoings.

(54). Subject to the Allottee/s having complied with his/her/their/its obligations under this Agreement, if within a period of sixty (60) months from the Date of Possession, the Allottee/s bring to the notice of the Promoter, any Construction Defects (defined hereinafter) in the Apartment, the same shall be rectified/repared by the Promoter at its own costs, or if the Promoter is of the view and opinion, in its discretion that it is not feasible or practicable to rectify/repair the same, then at its discretion the Promoter shall pay reasonable compensation equivalent solely to the estimated cost of rectifying the Construction Defects (defined hereinafter) in the Apartment, which shall be determined by the Project Architect, in its sole and absolute discretion, and which determination shall be final and binding upon the Parties.

(55). In this agreement "Construction Defects" means defects in the materials used in the construction of the Building and any defects in workmanship which would result in the failure of a component part thereof or result in damage thereto; and shall always exclude wear and tear, loss or damage due to a Force Majeure Event, defects due to minor changes/ cracks the building/the Apartment on account of any variation in temperature/weather, misuse, unauthorised or non-permitted alterations, renovations or repairs and loss or damage caused by any willful act or negligence, defects due to the failure of the Allottee/s and/or the Entity & Organisation (as the case may be) to undertake proper and effective care and maintenance of the Building/the Apartment as prudent persons would .

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

(57). After the Promoter execute this Agreement for Sale, the Promoter shall not mortgage or create a charge on the 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/have taken or agreed to take such Apartment.

(58). Notwithstanding that the Allottee/s may contemplate availing of, or has/have availed of, a loan in respect of the purchase of the Apartment, and/or the Allottee/s has/have mortgaged, or will mortgage the Apartment with such bank or financial institution (which is to be subject to the issuance by the Promoter's no objection/consent letter to such bank or financial institution) to secure such loan it shall be sole and entire responsibility of the Allottee/s to ensure that the payment of the amounts payable, agreed to be paid, and/or required to be paid by the Allottee/s, including the Purchase Price and every part thereof is completed, and the Promoter shall never be liable or responsible for the repayment of any loan availed of by the Allottee/s and/or any such mortgage and the Allottee/s agrees to indemnify and keep indemnified and saved harmless the Indemnified Parties of, from and against all claims, costs, charges, expenses, damages and losses which they or any of them may suffer or incur by reason of any action that such banks/financial institution may initiate in relation to such loan or mortgage. Notwithstanding anything to the contrary herein, the Allottee/s hereby agree/s and undertake/s that the Promoter shall always and has first lien and charge over the Apartment in respect of, and to secure, the Payments due and payable by the Allottee/s, and accordingly, without prejudice, the Allottee/s irrevocable obligation and liability to make payment thereof, any mortgage, charge, security interest, etc., created over, and/or in respect of the Apartment shall always be subject to the

Promoter's aforesaid first lien and charge, and subject to all the Promoter's rights, powers and entitlements under this Agreement.

(59). The Allottee/s is/are fully and completely informed and is/are aware that all advertisements, publicity, or promotions, of whatsoever nature in respect of the Project Land, and/or the Project, in any media, including print, and/or electronic, and/or digital media, and includes writings, brochures, leaflets, pamphlets, handouts, presentations, advertisements, oral or written representations, made and/or published, and/or generated by, or on behalf of, the Promoter, and any other such information or materials as may be made, or published by, or on behalf of the Promoter including publicity reports in relation to the Project, and/or all matters related or incidental thereto, have been, and always will be, merely for the sake of convenience and shall not, and cannot, be referred to, or relied upon in any manner, whereby the terms, conditions, and provisions of this Agreement shall solely and exclusively apply and control, and whereby the above are, and shall be of no consequence, or be referred to, or relied upon, in any manner by the Allottee/s

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

(61). Neither the Promoter, nor any Promoter Affiliates, nor the PMC, nor any of their respective directors, officers, employees, agents, or contractors, shall be liable to the Allottee/s, and/or any persons claiming through or under the Allottee/s, or otherwise, for and/or in respect of:

(a). any harm, injury, loss or damage to any person/s, or property caused by, or through, or in any way associated with, a failure, malfunction, explosion or suspension of electricity, telephone, gas, water, drainage, or sewerage, supply or connections to the Project or any part thereof, and whether or not the same is caused by any Force Majeure Events, or otherwise however;

(b). any harm, injury, loss, damage, or inconvenience suffered by, and/or caused to, any person/s, or property, due to, or related to, or caused by, or in the course of the use, or entry into the Apartment, and/or the access to any part of the Project; and,

(c). for the security, safekeeping and insurance, of the Project, or any part thereof, and of any person/s therein, and/or of the contents and possessions thereof

(62). Without prejudice to all the Promoter's rights and remedies herein, and under Applicable Law, the Allottee/s shall be liable to pay, to the Promoter, Interest on all outstanding, overdue, and/or unpaid, amounts, charges and deposits payable under this Agreement including the Purchase Price installments calculated from the due date for payment thereof till payment in full (with accrued Interest). In addition to the Allottee/s's liability to pay Interest as mentioned under RERA and the rules made thereunder, the Allottee/s shall also be liable to pay and reimburse to the Promoter, all costs, charges, expenses and damages whatsoever, which may be incurred, borne, suffered, or paid, by the Promoter, including in relation to any

suits, actions, proceedings, or notices filed, instituted or issued by or against it, for the purpose of enforcing any of its claims, rights and/or benefits under this Agreement and/or for enforcing obligations, payments of and recovering from the Allottee/s such outstanding amounts, charges and liabilities, including Interest as aforesaid under this Agreement.

(63). This Agreement, along with its recitals, schedules and annexure and any modification thereto, constitutes and contains the entire, composite and complete agreement between the Parties with respect to the agreement herein for allotment and sale of the Apartment, and supersedes all prior letters of intent, term sheets, writings, correspondence, e-mails, communications, negotiations, Informative Materials etc. (whether oral or written), issued, and/or executed and/or exchanged between the Parties, and/or their respective agents, representatives and officers; none of which shall be referred to and/or relied upon by the Allottee/s.

(64). Any delay or indulgence by the Promoter in enforcing the terms of this Agreement or forbearance on their part or giving extensions of time by the Promoter to the Allottee/s for payment of Purchase Price in installments or otherwise shall not be construed as a waiver on the part of the Promoter of any breach of this Agreement by the Allottee/s nor shall the same in any manner prejudice the rights of the Promoter.

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

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

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

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

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

(70). It is agreed that 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 sign/s and deliver/s this Agreement with all the annexures and schedules along with the payments due as stipulated in this agreement and secondly, appears for registration of the same before the Office of the Sub-Registrar/Joint Sub-Registrar of Assurances concerned, as and when intimated in writing by the Promoter. If

the Allottee/s fail to execute and deliver to the Promoter this Agreement within thirty (30) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within fifteen (15) 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, after deducting the Booking Amount, shall be refunded to the Allottee/s within thirty (30) days from the cancellation of allotment without any Interest or compensation whatsoever.

(71). The Promoter and the Allottee/s shall, as required under RERA, immediately as per the terms of this agreement, at the Allottee/s' own costs, expenses and initiation, present and lodge this Agreement for registration with the Office of the Sub-Registrar/Joint Sub-Registrar of Assurances at Khalapur, and admit execution hereof. If the Allottee/s fail/s or neglect/s to present and lodge this Agreement for registration and/or admit execution thereof, for any reason whatsoever, the Promoter will not be liable or responsible for the non-registration of this Agreement and for the consequences arising therefrom, nor shall the Promoter be liable to pay any penalty for their late attendance to complete the registration formalities.

(72). The Allottee/s and/or Promoter shall also present the Deed of Conveyance/Deed of Transfer of the Project Land, Building, the Common Areas & Amenities and the Limited Common Areas & Amenities in favour of the Entity & Organisation at the proper registration office for registration within the time limit prescribed by the Indian Registration Act and the Promoter will attend such office and admit execution thereof.

(73). That all notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Registered Post A.D or by hand delivery, to the addresses specified, and/or by e-mail, at the e-mail address of the Allottee/s and the Promoter as mentioned below:

Postal Address & E-mail of the Allottee/s-

Notified Email ID:_____

Postal Address & E-mail of the Promoter-

Notified Email ID:_____

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.

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

(75). Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, it shall be referred to the RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations made there under.

(76). That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts at Mumbai shall have the exclusive jurisdiction.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the Larger Land)

All that piece or parcel of land known as City Survey No. 3530, area admeasuring 5890 square meters carved out of Survey No. 22, Hissa No. 3 situated at Village Varose, Taluka Khalapur, District Raigad, Maharashtra and bounded as follows that is to say:

On or towards the North by	: Old Mumbai Pune Highway
On or towards the South by	: Partly C.T.S.No. 3525 & Partly C.T.S.No.3529
On or towards the East by	: C.T.S. No.3531
On or towards the West by	: C.T.S. No.3525

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the Project Land)

All that piece or parcel of land known as Plot No.1, City Survey No. 3530, area admeasuring 4110 square meters and Amenity Open Space forming part of N.A. layout of City Survey No. 3530, area admeasuring 494.848 square meters situated at Village Varose, Taluka Khalapur, District Raigad, Maharashtra and bounded as follows that is to say:

On or towards the North by	: Old Mumbai Pune Highway
On or towards the South by	: Partly C.T.S.No. 3525 & Partly C.T.S.No.3529
On or towards the East by	: Proposed 12 Meter wide D.P. Road
On or towards the West by	: C.T.S. No.3525

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Description of the Apartment)

All that proposed residential flat bearing no....., admeasuring approximately Square Meters Carpet Area (as per RERA), on floor, of the Wing, [OR] proposed commercial unit bearing no....., admeasuring approximately Square Meters Carpet Area (as per RERA), on, in the Project known as “Unimont Empire” being developed on the Project Land, more particularly described in the Second Schedule hereinbefore written and excluding the following area-

The area of the Enclosed Balcony Square Meters

The area of the Projected Balcony Square Meters

The area of the Cupboard Square Meters
The area of the Weather Shade Square Meters
The area of the Terrace Square Meters
The area of the Natural Terrace Square Meters

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

SIGNED AND DELIVERED by the within)
named Promoter **MESSRS RSM**)
ENTERPRISES through its Partner)
.....)
)
in the presence of)

SIGNED AND DELIVERED by the within)
named **Allottee/s**,)
1.)
)
)
2.)
)
)
)
)
in the presence of)
)

RECEIPT

Received on or before execution hereof, of and from the within named Allottee/s, the sum of Rs..... as described below being the Booking Amount and part payment towards the Purchase Price agreed to be paid by the Allottee/s, to us as withinmentioned.

Sr. No.	Cheque No./ NEFT No.	Date	Amount (Rs.)	Bank	Branch
1.					
2.					
		Total			

**Received Rs...../-
For MESSRS RSM ENTERPRISES**

Partner

Witnesses:

1.

2.

Annexure 'A'

(Common Areas & Amenities And Limited Common Areas & Amenities)

Part A- Common Areas & Amenities:

- Swimming Pool.
- Sun Deck.
- Gymnasium.
- Indoor Games Area.
- Society office.
- Garden & Children Play Area.
- Sitting Area.
- Joggers Track.
- Parking Spaces.
- Power Backup for elevators.
- Drainage Lines.
- CCTV Cameras.
- Watchman cabin.
- Building Entrance-Exits.

Part B- Limited Common Areas & Amenities

- Common Terrace area.
- Rain water harvesting.
- Water motor pump, water system and water tank.
- Branded High Speed Elevators.
- Staircase and lift lobby.
- Fire fighting system.

The aforesaid Common Areas & Amenities are the internal development works as defined under the RERA.

Annexure 'B' (Flat Amenities)

APARTMENT FEATURES

- Vitrified tile flooring.
- Powder coated windows.
- Concealed wiring with ample electrical points with modular switches.
- Branded MCBs & ELCBs for electrical safety.
- AC point in all Bedroom.
- Designer laminated main door with standard fittings.
- Granite door frames.
- Internet Connection Provision.

KITCHEN & BATHROOM FEATURES

- Granite platform in kitchen with SS Sink.
- Designer glazed tiles up to beam level in kitchen above platform.
- Designer tiles up to door height in bathroom.
- Anti-skid flooring in all bathrooms.
- Concealed plumbing with hot & cold mixer.
- Waterproof Doors in Bathroom.
- Branded Bathroom Fittings.

Annexure 'C' (Commencement Certificates)

Annexure 'D' (Sanctioned Plan)

Annexure 'E' (Floor Plan)

Annexure 'F'
CERTIFICATE OF TITLE

Annexure 'G'
(RERA Certificate)

For RSM Enterprises



Partner