

Date:- 30/01/2025

To,
The Maharashtra Real Estate Regulatory Authority,
6th & 7th Floor, Housefin Bhavan,
Plot No. C - 21, E - Block, Bandra Kurla Complex,
Bandra (E), Mumbai 400051

Subject – Deviation Report with respect to a model copy of the agreement of the “LIFE REPUBLIC SECTOR R34/34TH AVENUE-DUET/PHASE-I”

Dear Sir/Ma'am,

We, KOLTE-PATIL INTEGRATED TOWNSHIPS LIMITED through authorised signatory – Mr. Suhas Mahajan hereby state and declare that we have modified and adopted the format of Agreement for Sale submitted at the time of registration of the project “LIFE REPUBLIC SECTOR R34/34TH AVENUE-DUET/PHASE-I” to MahaRERA, however, we have incorporated the clauses therein in accordance with the statute and provision of Real Estate (Regulation and Development) Act 2016.

We would like to further state and declare that the following clauses and schedule have certain deviation from the model format of Agreement for Sale and the same are highlighted in draft of Agreement for Sale (attached herewith) uploaded on the portal

Clause No	Clause of the Agreement
1.1 to 1.8	1.1 “Act” shall mean The Real Estate (Regulation and Development) Act, 2016 and the rules framed in respect thereof together with all such amendments, modifications and/or re-enactments related thereto. 1.2 “Agreement” shall mean this Agreement for Sale, including all recitals and schedules herein and all annexures annexed hereto and shall also include any written modification hereof executed by and between the Promoter and the Allottee. 1.3 “Allottee’s Interest” shall mean the interest payable by the Allottee to the Promoter at 2 (two) percent above the State Bank of India Marginal Cost of Lending Rate, prevailing on the date on which the amount payable by the Allottee to the Promoter becomes due. Provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use then the benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public shall be the rate of interest. 1.4 “Apartment” shall mean: the ____ having residential user located in the Building ____ of Project bearing no. ____ shown with red colour boundary line on the typical floor plan thereof annexed hereto and marked as “Annexure F” to be allotted in favour of Allottee under the terms of this Agreement. 1.5 “Applicable Law” shall mean all applicable laws, bye-laws, rules, regulations, ordinances, guidelines, policies, notices, directions, judgments, decrees,

Kolte-Patil Integrated Townships Limited
CIN : U70102PN2005PLC140660

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	conditions of any regulatory approval or license issued by a Government, Government Authorities, Statutory Bodies, Competent Authorities and judgments and other requirements of any Statutory and relevant Body/Authority. 1.6 "Approvals" shall mean and include but shall not be limited to all the sanctions and/or approvals as well as all other sanctions, permissions, licenses, letters, no objection certificates, exemptions, letters of intent, annexures, intimations of disapproval, commencement certificates, occupation certificates, notifications, sanction of layout plans, sanction of building plans and such other documents/writings by whatever name called that envisage the grant of approvals enabling/facilitating construction/development together with renewals, extensions, revisions, amendments and modifications thereof from time to time that have been obtained/shall be obtained from sanctioning Bodies/Authorities in respect of the residential buildings and shops/offices/apartments being constructed/to be constructed on the Project Land or any part or portion of the Project Land. 1.7 "Apex Body of the Larger Land" shall mean an independent Body that may be formed by the Promoter, at its sole discretion, consisting of all the organizations formed of the various Sectors developed on the Larger Land (including the Organization of Sector R34/34th Avenue). 1.8 "Building" shall mean Building ____ comprising of _____ being one of the buildings forming part of the Project to be constructed by the Promoter on the Project Land.
1.10 to 1.12	1.10 "Common Areas and Amenities for residential apartments/flats in the Larger Project" shall mean the areas, amenities, facilities and infrastructure intended for the common use of the allottees of the residential apartments/flats in all the residential buildings forming a part of the Larger Project to be constructed on Sector R34/34th Avenue Land and as listed out in Part A and Part B of "Annexure G". 1.11 "Common Areas for commercial premises i.e shops in the Larger Project" shall mean the areas and infrastructure intended for the common use of the allottees of the commercial premises i.e shops forming a part of the Larger Project to be constructed on Sector R34/34th Avenue Land and as listed out in "Annexure G 1". It is further clarified that commercial premises forming a part of Larger Project shall be entitled to use limited common areas as listed out in Annexure G1 annexed hereto. 1.12 "Common Areas and Amenities for Larger Land" shall mean the areas, amenities, facilities and infrastructure intended for the common use of allottees of the apartments in the various projects to be constructed on the Larger Land and includes the amenities listed in "Part A of Annexure I" annexed hereto alongwith the internal roads, street lights, water and electricity supply, security, sewerage, drainage, public works, fire-fighting systems and works, water tanks, etc. which are outside the boundaries of each of the projects but within the boundaries of the Larger Land on such terms and conditions and policies as may be formulated by the Promoter. The aforesaid amenities may undergo a change from time to time depending upon any change in the layout of the Larger Land and/or any change in the rules and policies applicable to ITP.
1.14 to 1.33	1.14 "FSI"/"Paid FSI"/"Premium Paid FSI" shall mean the Floor Space Index and related building potential as defined and enumerated under various statutes, schemes, circulars, notifications etc. provided under the laws applicable in the State of Maharashtra. 1.15 "Internal Apartment Specifications" shall mean the Specifications, fixtures and fittings listed in the "Annexure J" annexed hereto proposed to be provided by the Promoter in the said Apartment. 1.16 "Intimation to take Possession" shall mean the written intimation that shall be given by the Promoter to the Allottee to take possession of the Apartment within a period of 15 (fifteen) days from the date of the intimation.

	1.17 “Larger Project” shall mean construction of 2 (two) Buildings identified as Buildings D, E and 36 (thirty six) Shops, certain Common Areas and Amenities as mentioned in Part A of Annexure G and Utilities and Services as mentioned in Annexure H in Phase-I and 3 (three) Buildings identified as Buildings A, B and C, 54 (fifty four) Shops, remaining Common Areas and Amenities as mentioned in Part B of Annexure G in Subsequent Multiple Phases as provided in this Agreement. 1.18 “Larger Land” shall mean lands situate, lying and being at Villages Jambe, Marunji and Nere, Taluka Mulshi, District Pune and more particularly described in the First Schedule hereunder written together with such future land additions that may be made to the Larger Land from time to time. 1.19 “Larger Project Land” shall mean Sector R34/34th Avenue Land. 1.20 “Sector R34/34th Avenue Land” shall mean lands bearing Survey Nos. Survey Nos. 126/ 1 (PART), 126 /2 (PART), 126 /2 /1(PART) of Village Jambe and Survey Nos. 26 / 2 (PART), 26 /4 (PART) of Village Nere, Taluka Mulshi, Pune admeasuring in aggregate 23033.61 Sq.Mtrs. or thereabouts and is more particularly described in the Second Schedule hereunder written. 1.21 “Sector R34 Phase-I Project Land” shall mean a portion of Sector R34/34th Avenue Land which portion admeasures 9631.74 Sq.mtrs or thereabouts and more particularly described in Third Schedule hereunder written and delineated with green colour boundary line on the plan annexed hereto and marked as “Annexure A” on which construction of the Project shall be undertaken. 1.22 “Life Republic Sector R34/34th Avenue- Duet/Phase-I”/“Project” shall mean the construction and development of 2 (two) Buildings identified as Buildings D, E and 36 (thirty three) Shops on the Sector R34 Phase – I Project Land alongwith certain Common Areas and Amenities as mentioned in Part A of Annexure G and Utilities and Services as mentioned in Annexure H on Sector R34/34th Avenue Land . 1.23 “Optional Amenities for Larger Land” shall mean the amenities provided by the Promoter which the allottees of the apartments in the various projects to be constructed on the Larger Land may avail of on payment of additional charges and shall include the amenities listed in “Part B of Annexure I” annexed hereto. The optional/paid amenities may undergo a change from time to time depending upon any change in the layout of the Larger Land and/or any change in the rules and policies applicable to the ITP. 1.24 “Organization of Larger Project” shall mean one or more (i) Society/societies formed under the provisions of the Maharashtra Co-operative Societies Act, 1960, or (ii) a Company/companies formed under the Companies Act, 2013, or (iii) a Condominium/condominiums constituted under the provisions of Maharashtra Apartment of Ownership Act, 1970, or (iv) any other legal entity, constituted of the allottees of buildings/shops to be constructed on the Sector R34/34th Avenue Land. 1.25 “Party” shall mean the Promoter and/or the Allottee/s individually. 1.26 “Parties” shall mean the Promoter and/or the Allottee/s collectively. 1.27 “PMRDA” means Pune Metropolitan Regional Development Authority. 1.28 “Possession Date” shall mean the date on which the notice period under the Intimation to take Possession expires or the Allottee takes possession of the Apartment, whichever is earlier. 1.29 “Project Completion” shall mean the completion of Project comprising of Buildings D and E, 36 Shops, Certain Common Areas and Amenties as mentioned in Part A of Annexure G, Utilities and Services as mentioned in Annexure H and limited Common Areas as mentioned in Annexure G1 by 31st December, 2029; 1.30 “Promoter`s Interest” shall mean the interest payable by the Promoter to the Allottee at 2(two) percent above the State Bank of India Marginal Cost of Lending Rate, prevailing on the date on which the amount payable by the Promoter to the Allottee
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	becomes due. Provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use then the benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public; 1.31 "Remaining portion of Sector R34/34th Avenue Land" shall mean the balance portion of Sector R34/34th Avenue Land on which Subsequent Multiple Phases will be constructed by the Promoter; 1.32 "Subsequent Multiple Phases" shall mean the construction of 3 (three) Buildings identified as A, B and C, 54 (fifty four) Shops, Remaining Common Areas and Amenities as mentioned in Part B of Annexure G on the Remaining Portion of Sector R34/34th Avenue Land; 1.33 "Utilities and Services" shall mean various utilities and services for the Project comprising of residential buildings and commercial premises i.e shops to be constructed on the Sector R34 Phase – I Project Land and shall be used, shared and maintained separately by the allottees of the residential apartments/flats in the buildings and commercial premises i.e shops forming a part of Larger Project. The Utilities and Services as enumerated in "Annexure H" shall be for the use of all the allottees of residential apartments / flats forming part of the Larger Project and for use of all the allottees of commercial premises i.e. shops/offices forming part of the Larger Project;
2	2. INTERPRETATION Except where the context requires otherwise, this Agreement will be interpreted as follows: 2.1. The recitals recited hereinabove, annexures and schedules hereto shall form an integral part of this Agreement as if the same are set out and incorporated herein in verbatim. 2.2. Headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement. 2.3. Words importing the singular shall include plural and vice versa. 2.4. Reference to recitals, clauses, schedules and annexures are to be the recitals, clauses, schedules and annexure of this Agreement. 2.5. All words (whether gender-specific or gender neutral) shall be deemed to include each of the masculine, feminine and neutral gender. 2.6. The expressions "hereof", "herein" and similar expressions shall be construed as references to this Agreement as a whole and not limited to the particular clause or provision in which the relevant expression appears. 2.7. References to "Rupees" and "Rs." are references to the lawful currency of India. 2.8. Reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the date of this Agreement) for the time being in force and to all statutory instruments or orders made pursuant to statutory provisions. 2.9. A day, month or year means a day, month or year, as the case may be, reckoned according to the Gregorian Calendar and; 2.10. Where the day on or by which anything is to be performed falls on a day, which is not a Business Day, then that thing shall be done on the next Business Day.
3.5	3.5 The payment of the consideration and the installments related thereto shall be subject to the deduction of tax ("TDS") as provided for under the provisions of the Income Tax Act, 1961. The Allottee hereby agrees and undertakes to make timely payment of the TDS in the manner provided under the Income Tax Act, 1961 and shall within 3(three) days from the date of the payment being made provide the original TDS Certificates to the Promoter. The Allottee hereby agrees and undertakes that the Allottee shall solely be responsible for all consequences related to the non-payment of TDS to the Income Tax Authorities and non-delivery of the TDS Certificate to the Promoter on time and any

	consequences related to non-payment including levy of penalties, interest, etc. shall be solely to the account of the Allottee and the Allottee shall indemnify and keep indemnified the Promoter in respect thereof. It shall be the sole responsibility of the Allottee to bear and pay the GST amount on or about execution of this present or as becomes applicable from time to time for this transaction.
3.9	3.9 If the Allottee requests (in writing) to the Promoter, the Promoter may, at the Promoter's discretion, permit the Allottee 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. The Allottees state and confirm that the aforesaid will be done at his/her/their specific request and the Promoter will not be liable for any adverse implications under RERA in this regards. If the Allottee makes such a request to the Promoter, and the same is accepted by the Promoter, then the Allottee 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 / consideration, as permitted by the Promoter.
3.11 to 3.13	3.11 Any payments made in favour of any other account other than mentioned hereinabove shall not be treated as payment towards the said Apartment and shall be construed as a breach on the part of the Allottee, in which event the Promoter shall be entitled to terminate this Agreement in the manner stated in this Agreement and the consequences of termination as recorded in this Agreement shall follow. An intimation forwarded by the Promoter to the Allottee alongwith the architect certificate that a particular stage of construction is completed shall be sufficient proof that the particular stage/milestone is completed. The architect certificate submitted by the Promoter alongwith the demand letter certifying the completion of the concerned milestone shall be final, binding and conclusive and the Allottee agrees that the Allottee shall not raise any dispute in regards to the authenticity and validity of the architect certificate and shall not seek any further documents from the Promoter regards to the completion of the necessary milestones. 3.12 The Allottee may obtain finance from any financial institution/bank or any other source for purchase of the Apartment at his/her/their cost and responsibility. The Allottee's obligation to purchase the Apartment pursuant to this Agreement shall not be contingent on the Allottee's ability or competency to obtain such financing and the Allottee will always remain bound to make payment of the Consideration and other amounts payable under the terms of this Agreement. The Promoter shall not be responsible in any manner whatsoever if any bank/financial institution refuses to finance the Apartment on any ground or revokes the loan already granted. Further, if any bank/financial institution refuses/makes delay in granting financial assistance and/or disbursement of loan on any ground(s), then the Allottee shall not make such refusal/delay an excuse for non-payment of any instalments/dues to Promoter within stipulated time as per the payment plan provided in the Fifth Schedule. The right of the Promoter to receive the Consideration shall be superior to the right of the Bank that shall provide the aforesaid financial assistance/loan to the Allottee. By granting the loan, it shall be deemed that the Bank has understood and acknowledged the superior right of the Promoter. The Allottee/s agree/s and undertake/s to make timely payments of the instalments and other dues payable by him/her/them and meet with the other obligations under this Agreement. 3.13 In the event the Promoter completes construction of any milestones and/or of the said residential apartments and shops in the Project before time, then the Allottee hereby agrees and undertakes to pay the Consideration amount payable for early completed stage as per the payment linked to the stage immediately on demand. Further,

	the Promoter shall not provide early payment discount in case the construction has been completed before the agreed timeline.
4.1 to 4.3	4.1 Parking Spaces for residential apartments in the buildings in Project and Subsequent Multiple Phases: (a) Project: (i) There are 220 Covered Car Parking Spaces for the allottees of residential apartments in the buildings in the Project. (ii) There are 560 Covered two wheeler Parking Spaces for the allottees of residential apartments in the buildings in the Project. (iii) There are 28 Open Car Parking Spaces for the allottees of residential apartments in the buildings in the Project. (b) Subsequent Multiple Phases: There shall be several covered car parking spaces, covered two wheeler parking spaces, open car parking spaces for visitors, open two wheeler parking spaces in the Subsequent Multiple Phases. The Promoter shall revise the present sanctioned plan in such manner as it may deem fit and proper to provide adequate parking spaces in the Subsequent Multiple Phases. 4.2 Parking Spaces for commercial premises in Project and Subsequent Multiple Phases: (a) Project: (i) There are 36 Open Car Parking Spaces for the allottees of commercial premises in the Project. (ii) There are 36 Open two wheeler Parking Spaces for the allottees of commercial premises in the Project. (b) Subsequent Multiple Phases: There shall be several open car parking spaces and open two wheeler parking spaces, for the allottees of commercial premises i.e shops in the Subsequent Multiple Phases. The Promoter shall revise the present sanctioned plan in such manner as it may deem fit and proper to provide adequate parking spaces in the Subsequent Multiple Phases. 4.3 The Promoter hereby informs and represents that out of the 560 covered two wheeler parking spaces located under buildings D and E , 104 covered two wheeler parking spaces have an additional space admeasuring _____ Sq. Mtrs. around its periphery. In order to provide better efficiency for the use of the said 104 covered two wheeler parking spaces, the Promoter shall be providing exclusive right to use in respect of the additional space admeasuring _____ Sq. Mtrs. around the periphery of such covered two wheeler parking spaces to the concerned allottee/s of such 104 covered two wheeler parking spaces. A similar arrangement will also apply to certain two wheeler parking spaces in the Subsequent Multiple Phases. The allottee/s of such covered two wheeler parking shall be responsible to bear and pay the maintenance charges of such additional peripheral area. The Allottee acknowledges and agrees that they have been duly informed and made aware of the parking arrangement described herein, which applies to both the Project and Subsequent Multiple Phases, as set forth in this Agreement and shall not create any obstruction or hindrance to the allottee/s of such covered two wheeler parking spaces in the exclusive use of such additional peripheral area. The allottee/s of the Larger Project including the Allottee herein, shall not obstruct usage of car/two parking spaces of the allottees/s of the Larger Project.
4.5 to 4.8	4.5 The Allottee shall have the exclusive right to use Covered car parking space as allotted by the Promoter, for the limited and restricted purpose of parking his/her/their light motor vehicles only and not for parking lorry, tempo, public transport vehicle, tourist vehicles or for storage or any other use under any circumstances, inclusive of housing

	pets, cattle, animals etc.and for no other purpose whatsoever. Further the Allottee accepts and confirms that there will be no choice given to the Allottee with respect to the Covered Parking Space and the same shall be at sole discretion of the Promoter. 4.6 The Allottee is aware that the parking space is not being sold by the Promoter and the same forms part of the Common Areas and Amenities. The Promoter has however identified a parking space for the Allottee which the Allottee will be entitled to use, subject to the approval/confirmation/affirmation of the Organization of Larger Project. 4.7 The Allottee is aware that the allotment of the parking space will be governed by the rules and regulations of the Organization of Larger Project in accordance with Maharashtra Co-operative Societies Act, 1960 and rules and regulations thereto. 4.8 The Allottee hereby unconditionally agrees not to raise any claim or dispute with respect to the car/two wheeler Parking Space with the Promoter any time hereafter. The Allottee further agrees to indemnify and keep indemnified the Promoter forever with respect to any loss, harm, prejudice caused to the Promoter in the event any action/claim/dispute is made by the Allottee or his/her/their heirs, executors, administrators or assigns against the Promoter with regards thereto.
5 to 7	5. DEFAULT IN PAYMENT OF CONSIDERATION 5.1. The Allottee agrees to pay to the Promoter Allottee's Interest, defined above, on all the outstanding amounts which become due but remain unpaid by the Allottee to the Promoter under the terms of this Agreement. The Allottee's Interest shall be payable from the date the concerned payment becomes due and payable by the Allottee till the date of actual payment. 5.2. In addition to the liability of the Allottee to pay the Allottee's Interest, the Allottee shall also be liable to pay and reimburse to the Promoter, all the costs, charges and expenses whatsoever, which are borne, paid and/or incurred by the Promoter for the purpose of enforcing payment of and recovering from the Allottee any amount or dues whatsoever payable by the Allottee under this Agreement. 6. INTERNAL APARTMENT SPECIFICATIONS: 6.1. The Internal Apartment Specifications to be provided in the said Apartment and the specifications thereof are those as set out in "Annexure J". 6.2. The Allottee confirms that the Promoter shall not be liable to provide any other fixtures and fittings save and except those mentioned in "Annexure J". However, in the event of an unreasonable rise in the prices of the fixtures and fittings assured under "Annexure J" and/or shortage in the availability of such fixtures and/or fittings, the Promoter shall endeavour to obtain similar quality internal apartment specifications to ensure that the Promoter meets with the assurance given to the Allottee. The Allottee hereby agrees and undertakes that the Allottee shall not raise any objection or dispute in the event of there being any marginal difference in the quality/standard of the Internal Apartment Specifications. 6.3. The Allottee hereby confirms that the Promoter has full right to change the fixtures and fittings to be provided, in the circumstances wherein there is an uncertainty about the availability of fixtures and fittings required to be provided, either in terms of quantity and quality and/or delivery and/or for any other reason beyond the control of the Promoter. The Allottee agrees not to claim any reduction or concession in the consideration on account of any change or substitution in the Internal Apartment Specifications. 6.4. Prior to taking possession of the Apartment, the Allottee shall satisfy himself/herself/themselves in respect of the Internal Apartment Specifications. Once possession is taken, the Allottee shall not be entitled to raise any demands or make any claims thereafter.

	7. LAYOUT OF THE LARGER LAND AND LARGER PROJECT LAND 7.1 The disclosures made in the Recitals shall form an integral part of this Clause and shall be treated as if the same has been reiterated herein; 7.2 The Promoter has prior to the execution of this Agreement as well as at the time of execution of these presents clearly informed, represented and disclosed to the Allottee as under: (i) The Larger Land comprises of vast tracts of lands, development rights in respect whereof have been acquired by the Promoter from time to time. (ii) The Promoter may acquire further tracts of land that are adjoining to the Larger Land with the intent of ultimately including such new lands to the layout of the Larger Land, subject to the necessary approvals being granted by the sanctioning Authorities. (iii) As and when further lands are acquired by the Promoter and development rights in respect whereof are also granted in favour of the Promoter, such new lands shall, at the sole discretion of the Promoter, be made a part of the Larger Land and by result thereof the area of the Larger Land as described in the First Schedule hereunder written shall increase and the Proposed Land Use Map shall accordingly stand amended. (iv) The Promoter shall be constructing a Township on the Larger Land in accordance with the applicable Laws and amendments thereto/reenactment thereof, from time to time. (v) Under the terms of the policies applicable to ITP, the Promoter is at liberty to change the proposed land use plan and/or the land user of the Sectors as well as change the location of the Sectors identified under the Proposed Land Use Map whilst ensuring that the allocation of the users is in consonance with the rules, regulations and policies related to ITP. The Promoter shall be at liberty to change the location of the users as well as the land users of the Sectors in such manner as the Promoter shall deem fit and proper and no objection and/or dispute shall be raised by the Allottee in respect thereof. (vi) This Agreement only relates to Apartment in residential buildings/shops in the Project being developed on Sector R34 Phase – I Project Land and the Allottee shall not have any right in respect of the rest of the Township layout, Sector R34/34th Avenue Land, or Subsequent Multiple Phases and shall not interfere in the decisions of the Promoter relating thereto. (vii) The Promoter shall be at liberty to dispose of lands/sectors forming part of the Township layout and/or enter into joint development agreements, joint venture agreements and/or grant development rights in respect thereof in favour of any person or party that the Promoter shall deem fit and proper in accordance with the Applicable Law. (viii) The Promoter intends to develop one such sector i.e. LIFE REPUBLIC SECTOR R34/34TH AVENUE which comprises of lands bearing Survey Nos. 126/ 1 (PART), 126 /2 (PART), 126 /2 /1(PART) of Village Jambe and Survey Nos. 26 / 2 (PART), 26 /4 (PART) of Village Nere, Taluka Mulshi, Pune admeasuring in aggregate 23,033.61 Sq.Mtrs. or thereabouts and more particularly described in the Second Schedule hereunder written (“Sector R34/34th Avenue Land”). (ix) At present, the Promoter intends to undertake construction of 2 (two) Buildings identified as Buildings D and E and 36 (thirty six) Shops, certain Common Areas and Amenities as mentioned in Part A of Annexure G and Utilities and Services as mentioned in Annexure H in Phase-I on a portion of Sector R34/34th Avenue Land, and 3 (three) Buildings identified as Buildings A, B and C and 54 (fifty four) Shops, remaining Common Areas and Amenities as mentioned in Part B of Annexure G in Subsequent Multiple Phases on Remaining Portion of Sector R34/34th Avenue Land as provided in this Agreement.
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	(x) The construction of 2 (two) Buildings identified as Buildings D, E and 36 (thirty six) shops, certain Common Areas and Amenities as mentioned in Part A of Annexure G and Utilities and Services as mentioned in Annexure H in Phase-I and 3 (three) Buildings identified as Buildings A, B and C and 54(fifty four) Shops, remaining Common Areas and Amenities as mentioned in Part B of Annexure G in Subsequent Multiple Phases, shall be collectively referred to as “Larger Project”. (xi) The Promoter states that there is a Higher Voltage Transmission (Hi-Tension) overhead line passing through the said Sector R34/34th Avenue Land from the east side. Any construction of whatsoever nature (either temporary or permanent), provision for vehicle parking, plantation of tall trees, organization of festivities or functions or gatherings under the said Higher Voltage Transmission (Hi-Tension) overhead line (17 meters from the center of the high-tension line on both sides) is strictly restricted and prohibited as per the applicable law, rules, regulation and norms of the applicable statutory and competent authority/s. Non-compliance of the such applicable law, rules, regulation and norms of the applicable statutory and competent authority/s are punishable under the regulations of such applicable statutory and competent authority/s. (xii) The Larger Project shall be developed in the manner stated hereunder : a) “Life Republic Sector R34/34th Avenue-Duet/Phase-I” shall consists of: i. 2 (two) residential buildings i.e. D and E comprising of total 352 residential apartments; ii. 36 (thirty six) Shops out of which 18 Shops are located under the building D (consisting of 9 shops on the Ground Floor and 9 shops on Podium 1) and remaining18 Shops are located under the Building E (consisting of 9 shops on the Ground Floor and 9 shops on Podium 1); iii. 248 Car Parkings for residential apartments; iv. 560 two-wheeler Parkings for residential apartments; v. Certain Common Areas and Amenities as mentioned in Part A of Annexure G; vi. Utilities and Services as mentioned in Annexure H. b) Subsequent Multiple Phases shall consists of: vi. 3 (three) residential buildings i.e. A, B and C; vii. Shops; viii. Car Parkings; ix. Two wheeler Parkings; x. Remaining Common Areas and Amenities as mentioned in Part B of Annexure G; (xiii) The present sanction dated 10/01/2025 is preliminary sanction related to the buildings forming part of Subsequent Multiple Phases. The Promoter hereby declares, informs and represents that the height of the buildings forming part of Subsequent Multiple Phases of the Larger Project shall be upto 150 meters and the Promoter shall be revising the present sanctioned plans from time to time to achieve the aforesaid height of the buildings. Further, the present sanctioned plans shall be revised from time to time to provide for additional shops, additional car parkings, additional two wheeler parkings and other related aspects as the Promoter may deem fit and proper. The allottees of the Project, including the Allottee herein, acknowledge and accept that they have been duly informed, through this Agreement, of the Promoter’s right to revise the layout and construct the aforesaid buildings as a part of the Susequent Multiple Phases and sell the apartments and shops constructed therein. The Allottee further acknowledges and accepts that the purchasers/allottees of the apartments and shops in the Subsequent Multiple Phases shall also be admitted as members of the Organization of Larger Project. The Allottee hereby agrees that he/she/it shall not raise any objections to the revisions to the layout, construction and sell of the buildings/apartments/shops of the Subsequent
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	Multiple Phases and to the admission of the purchasers/allottees of such apartments and shops as members of the Organization of Larger Project. (xiv) Subsequent Multiple Phases will be developed at a later date and will be registered with RERA as separate project/s at the discretion of the Promoter. Further with regards to the development of Subsequent Multiple Phases, the Promoter shall be at liberty to decide, at its sole discretion, the timelines related to commencement, construction and completion of such projects/buildings, the layout of the building/s, the height of building/s (whether to proceed with the present height or increase or decrease the same), size, dimensions and orientations of the apartments, FSI utilization relating to Sector R34/34th Avenue Land, in part or full. The allottees of the Project including the Allottee herein have, through this Agreement, been explained and put to notice of the aforesaid rights of the Promoter. (xv) The Promoter will be at liberty and entitled to revise the plans relating to the Subsequent Multiple Phases from time to time in such manner as the Promoter may deem fit and proper. (xvi) Further the Promoter shall be entitled to develop the Subsequent Multiple Phases either by itself or through any other person or party. 7.3 For the purpose of this Agreement, Life Republic Sector R34/34th Avenue – Duet/Phase-I shall be undertaken and developed on Sector R34 Phase – I Project Land which portion admeasures 9631.74 Sq.mtrs or thereabouts and delineated in green colour boundary lines on the Proposed Land Use Map annexed hereto and marked as “Annexure A” and more particularly described in Third Schedule hereunder written (hereinafter referred to as “Sector R34 Phase – I Project Land”). 7.4 The Promoter shall have access to the Sector R34/34th Avenue Land together with all the internal roads and public access roads till such time the Larger Project as envisaged under this Agreement (including any amendments thereto from time to time) is completed entirely in all aspects. 7.5 The Promoter has obtained a Commencement Certificate dated 10/01/2025 bearing reference No. BMU/Mouje Jambe Nere/S.No.126/1 (P) and Others Sector R34/Case No. 2206/2024-25/9263, issued by Pune Metropolitan Regional Development Authority in respect of the Project, copy whereof is annexed hereto and marked as “Annexure B”. 7.6 The Promoter has hereby informed and disclosed to the Allottee of the aforesaid revisions to the existing sanctioned layout plan and the consequential effect thereof. The Promoter shall obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee only and not if any alteration or addition is required by any Government Authorities or due to change in the Applicable Law or if such variations or modifications do not adversely affect the Apartment of the Allottee. 7.7 The Common Areas and Amenities for Sector R34/34th Avenue: A. Common Areas and Amenities for residential apartments/flats in the Larger Project : The Promoter shall undertake and complete the construction of Common Areas and Amenities for Larger Project in phases within the estimated timelines specified in the Part A and Part B of “Annexure G”. The said Common Areas and Amenities shall be available for the use and enjoyment of all the allottees of the residential apartments / flats forming a part of Larger Project. The allottees of the commercial premises i.e shops forming part of the Project and Subsequent Multiple Phases shall not use the Common Areas and Amenities for Larger Project set out in “Annexure G”. B. Common Areas for commercial premises in Larger Project :
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	The allottees of the commercial premises i.e. shops/offices forming part of the Larger Project shall have limited access to certain Common Areas as listed out in “Annexure G1” annexed hereto. The allottees of the residential apartments/flats forming part of the Project and Subsequent Multiple Phases shall not use the Common Areas and Amenities for Larger Project set out in “Annexure G1 7.8 Utilities and Services for Sector R34/34th Avenue Land: A. Utilities and Services for residential apartments/flats in the Larger Project : The Promoter shall provide Utilities and Services as enumerated in “Annexure H” for the use of all the allottees of residential apartments / flats forming part of the Larger Project. All the Utilities and Services for the use of all the allottees of residential apartments / flats forming part of the Larger Project (comprising of Project and the Subsequent Multiple Phases) shall be constructed during the construction of the Project itself at various location on Sector R34/34th Avenue Land. However, the said Utilities and Services shall be for the use of all the allottees of residential apartments / flats and Commercial Premises/Shops/Offices forming part of the Larger Project i.e., the said Project and the Subsequent Multiple Phases. 7.9 With respect to the Common Areas and Amenities for Sector R34/34th Avenue Land, the Promoter represents as under: (i) The Common Areas and Amenities for Larger Project are being developed in phases as stated herein above and may not be completed at the time when Intimation to take Possession is offered to the Allottee and the Allottee shall not raise any objection in respect thereof and/or claim any damages or compensation whatsoever. (ii) The Common Areas and Amenities for Larger Project being developed on Larger Project Land shall be under the maintenance and administration of the Township Maintenance Agency (as defined in Clause 15 hereinafter) and shall be for the common benefit, enjoyment and convenience of all the allottees of the apartments in the Larger Project. (iii) The Allottee shall pay the maintenance charges towards the use of the Common Areas and Amenities for Larger Project to the Promoter for an initial period of 24 (twenty four) months in advance on/before the Possession, out of which 10% of the maintenance collected shall be used for maintenance of the Larger Land. In addition to the aforesaid maintenance charges, the Allottee shall, on/before the Possession, also pay a lumpsum amount towards maintenance charges to the Promoter for the use of the Common Areas and Amenities of the Larger Land. After the conveyance of the Common Areas and Amenities for Larger Project in favour of the Organization of Larger Project pursuant to the expiry of the initial period of 24 months from the Possession Date whichever is earlier, the Allottee shall be liable to contribute the maintenance charges towards the use of the Common Areas and Amenities for Larger Project to the Organization of Larger Project and the maintenance charges towards the use of the Common Areas and Amenities of the Larger Land to the Promoter or at the instructions of the Promoter to the Township Maintenance Agency i.e. Bluebell Township Facility Management LLP (as defined in Clause 15 hereinafter) who shall be in charge of the maintenance of the Common Areas and Amenities for Larger Project and Common Areas and Amenities of the Larger Land. (iv) The Promoter hereby represents and informs the Allottee that, the Promoter may provide certain further/additional amenity spaces at various locations on the Sector R34/34th Avenue Land. The Promoter hereby further informs and represents to the Allottee that, though the Promoter may provide further/additional amenity spaces, the Organization of the Larger Project including the Allottee herein shall be responsible to make the said amenity spaces operational to enable the allottees to use such amenity spaces. The Promoter hereby clarifies that, the Promoter shall only be responsible to provide for such amenity spaces , if the Promoter chooses to do so and in case the
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	Promoter provides such amenity spaces then the allottees of the residential apartments/flats in the Larger Project shall be responsible to make such amenities operational. The Allottee hereby records, declares and confirms that the Allottee has understood the aforesaid representations made by the Promoter and shall not raise any objection thereto. 7.10 With respect to the Common Areas and Amenities of the Larger Land, the Promoter represents as under: i. The Common Areas and Amenities of the Larger Land shall be for the common use of allottees of the apartments in the various sectors/projects to be constructed on the Larger Land which projects are located outside the lands that are earmarked and dedicated to each of these projects but within the boundaries of the Larger Land as stated in "Part A of Annexure I" alongwith the internal roads, street lights, water and electricity supply, security, sewerage, drainage, public works, fire-fighting systems and works, water tanks, etc. which are outside the boundaries of each of the projects but within the boundaries of the Larger Land. ii. These Common Areas and Amenities of the Larger Land shall be under the maintenance and administration of the Township Maintenance Agency (as defined in Clause 15 hereinafter) and shall be for the common benefit, enjoyment and convenience of all the allottees of the apartments in the Projects that shall be developed on the Larger Land. The allottees shall pay the maintenance charges towards the use of the Common Areas and Amenities of the Larger Land to the Township Maintenance Agency who shall be in charge of the maintenance of the Common Areas and Amenities of the Larger Land. iii. The Organization of Larger Project comprising of Project and Subsequent Multiple Phases being developed on Larger Project Land shall be liable to contribute towards the maintenance, taxes and outgoings payable in respect of the Common Areas and Amenities of the Larger Land. iv. Except in case of the Optional Amenities (as stated hereinafter), the Common Areas and Amenities for the Larger Land shall be maintained out of the maintenance received from the organizations of the various projects developed on the Larger Land (including the Organization of Larger Project) 7.11 With respect to the Optional Amenities for the Larger Land, the Promoter represents as under: i. There shall be certain Optional Amenities for Larger Land that shall be provided by the Promoter which the allottees of the apartments in the various projects to be constructed on the Larger Land may avail of by paying for the same. These paid amenities are listed in "Part B of Annexure I" annexed hereto. ii. These Optional Amenities may undergo a change from time to time depending upon any change in the layout of the Larger Land and/or any change in the rules and policies applicable to Township development. iii. The Promoter shall be entitled to sell, convey, transfer and/or give to operate the Optional Amenities for the Larger Land for consideration or otherwise, to any third party. Such third party who becomes the owner/operator of the said Optional Amenities shall be entitled to frame rules for operation and utilization of said amenities and shall be entitled to charge separate fees as applicable from time to time to the allottees/purchasers who avail of these optional amenities. In case of non-payment or non-observance of the rules, the third party owner/operator shall be entitled to discontinue the service to the Allottee/purchaser. iv. Third Parties who are not allottees in the projects constructed on the Larger Land shall also have the option to use the Optional Amenities on payment of charges. The said Optional Amenities can be utilized by the Allottee or any person who is not an Allottee
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	on the payment of separate charges/fees to such third party owner/operator as may be directed by the third party owner/Promoter. v. The Allottee may avail of the said Optional Amenities by submitting the necessary application and agreeing to abide by rules and regulations formulated by the Promoter or the third party owner/operator in that regard. The Allottee is not liable to oblige the Promoter by availing of the Optional Amenities and the Promoter and/or the third party owner/operator is not liable to render the Optional Amenities to the Allottee merely by reason of the Allottee having purchased the said Apartment in the Project. 7.12 The Allottee states, declares and confirms that the Allottee/s shall not obstruct the use of the Common Areas and Amenities by the allottees of Subsequent Multiple Phases, regardless of any disputes that may arise between the Allottee/s/Organization and the Promoter. 7.13 The Promoter has registered the Project under the name 'Life Republic Sector R34/34th Avenue –Duet/Phase-I' under the provisions of the said Act with the Real Estate Regulatory Authority on ____ under No. ____. 7.14 This Agreement relates to the sale of apartment in the Building '____' of the Project. 7.15 The Promoter shall, subject to Force Majeure Event, complete the construction of Project comprising of Buildings D and E, 36 Shops, Certain Common Areas and Amenties as mentioned in Part A of Annexure G, Utilities and Services as mentioned in Annexure H and limited Common Areas as mentioned in Annexure G1 by 31st December, 2029; 7.16 The Allottee has satisfied himself/herself/themselves with regards to the title of the respective Land Owners and the Promoter in the Sector R34/34th Avenue Land and the rights of the Promoter to develop the same and has clearly understood the sector wise construction of the Larger Land by the Promoter including the phases in which the construction of Larger Project shall be carried out by the Promoter over a period of time. 7.17 The Promoter hereby expressly informs and declares to the Allottee/s as under. 7.18 It is clarified that though the Larger Project is being developed in phases, none of the allottees of the residential apartments and/or commercial premises of Larger Project shall demand for a partition or sub-division of the Larger Project Land. The Larger Project Land and/or any part or portion thereof shall always be one single layout and the identification of the rights and liabilities of the allottees/purchasers of the apartments and the Organization of Larger Project that may be formed shall be as provided in this Agreement. 7.19 Provision for MSEDCL: There will be one MSEDCL sub-station located on the Sector R34/34th Avenue Land, to be used in common by allottees of residential apartments/flats in the buildings and commercial premises in the Larger Project. 7.20 Provision for STP: There will be one STP for the common use of the allottees of residential apartments/flats in the buildings forming a part of Larger Project and allottees of commercial premises forming a part of the Larger Project. 7.21 Provision for UGWT: There will be one UGWT having separate compartments for the allottees of residential apartments/flats in the buildings forming a part of Larger Project and allottees of commercial premises forming a part of the Larger Project. 7.22 Provision for DG Set: There will two separate DG Set for use of allottees of residential apartments/flats in the buildings forming a part of Larger Project and allottees of commercial premises forming a part of the Larger Project.
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	7.23 Entry and Exit: i. There will be two entry and exit points as shown on the sanctioned plan to be used only by the allottees of residential apartments/flats in the buildings of the Larger Project. ii. There will be three entry and exit points as shown on the sanctioned plan to be used only by the allottees of commercial premises of the Larger Project. 7.24 Title Report: Messrs. UDK & Associates, Advocates have issued its Search and Title Report dated _____ in respect of Sector R34/34th Avenue Land as per a Circular bearing No. 28/2021 dated 08/03/2021 issued by MAHARERA in prescribed a standard format for "Legal Title Report", a copy whereof is annexed hereto and marked as "Annexure D" 7.25 The said Apartment is located in the building ____ in Project being developed on Sector R34 Phase – I Project Land. 7.26 The Promoter shall have access to the Sector R34/34th Avenue Land, together with all the internal roads and public access roads till such time the remaining construction of Larger Project as envisaged under this Agreement (including any amendments thereto from time to time) is completed entirely in all aspects. 7.27 The Allottee has been informed that during the course of the phase-wise construction of Larger Project there will be labour, machineries and vehicle movement on the Sector R34 Phase – I Project Land which shall be taken care by the Promoter with all the required precautionary measures. The construction work on the Sector R34 Phase – I Project Land may be required to be carried out at such extended hours as may be permitted by the authorities and the same shall be undertaken with special safety precautions and use of proper lighting and visibility. The Allottee shall not be entitled to raise any objection or dispute in this regard. 7.28 Notwithstanding what is stated in this agreement, Promoter shall be entitled to form separate organization/s in respect of Subsequent Multiple Phases at its sole discretion. It is clearly informed and represented that the Organization of Larger Project shall be formed in the manner provided in Clause 16 below and the Project and Subsequent Multiple Phases constructed on the Larger Project Land shall be conveyed in the manner provided therein. The Larger Project Land shall be leased on perpetual lease basis in favour of the Organization of Larger Project upon the completion of construction of Larger Project on Larger Project Land. 7.29 The Organization of Larger Project shall be a member of the Apex Body of the Larger Land and shall not claim any independent and/or separate rights in respect of the Common Areas and Amenities for Sector R34/34th Avenue Land and/or in respect of Common Areas and Amenities of the Larger Land and shall co-operate in every manner whatsoever towards the use, enjoyment, management and upkeep of Common Areas and Amenities for Larger Project and the Common Areas and Amenities of the Larger Land. 7.30 There are certain open spaces that are present in the Larger Land which shall belong to the Promoter absolutely. The Promoter shall be at liberty to decide the purpose for which these open spaces shall be used. The open spaces shall belong to the Promoter alone and the Promoter shall be at liberty to deal with the same in such manner as the Promoter may deem fit and proper and the allottees of apartments in the Project shall not have any claim, right, title and/or interest in these open spaces and/or shall not obstruct or object to the Promoter dealing with the same. The Ownership of the said open spaces shall belong to the Promoter and/or its assigns. Further, the Allottee shall not obstruct the Promoter from passing/re-passing through the roads etc. for the purpose of accessing the said open spaces and construction, if any, thereon.
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	7.31 It is further disclosed to the Allottee that the Promoter shall be entitled to exploit the entire development potential of the Larger Land while carrying out the construction/development of various Projects on the Larger Land. The Allottee, the Organisation of various projects and/Organization of Larger Project/or the Apex Body of the Larger Land shall not cause any restrain or objection or claim any rights in the development potential relating to the Larger Land including the Sector R34/34th Avenue Land till such time the development of the entire Larger Land is completed by the Promoter in all respects. Upon the development of the entire Larger Land being completed, the Promoter shall transfer the then balance remaining rights of the Promoter in respect of the Larger Land in favour of the Apex Body of the Larger Land in such manner that the rights and obligations of all the Projects that are constructed on the Larger Land by then and its Allottee/s are clearly secured and well defined. 7.32 The Allottee shall be required to contribute such additional amounts as may be determined by the Promoter/TMA from time to time. The Allottee hereby declares that the Allottee is aware of the aforesaid details and is thus expressly undertaking to pay the same to the Promoter.
8.2 to 8.6	8.2. The Promoter shall make all efforts that the plan to the extent of Project contemplated under this Agreement is not altered unless absolutely required in the interest of the Project. In case if any alteration, amendment, revision, additions, etc. sought by the Promoter relates to the said buildings and such alteration affects the area of the Apartment in such manner that there is a variation whereby the Carpet Area of the Apartment increases/ decreases beyond 3% and/or such alteration affects the plan of the Apartment or the floor on which it is located, then the consequences as stated in Clause 3.7 above shall apply. 8.3. As stated above, the intent of the Promoter is to construct the Larger Land as an ITP. By reason thereof, a single layout plan of a part of the Larger Land has been sanctioned. The FSI/development potential, of the entire Larger Land is available to the Promoter for exploitation. The Promoter has, however, for the sake of ease in construction and better administration, taken steps to develop the Larger Land in the form of smaller projects, the Project being one of them. Whilst in strict terms the FSI/development potential of the Project would be lesser than what has been sanctioned and is reflected on the sanctioned plans related to the Sector R34/34th Avenue Land, the Promoter has been permitted by the sanctioning Bodies and Authorities/by enactment of Law to construct a higher potential on the Sector R34/34th Avenue Land since the development potential of the Larger Land is treated under the concept of global FSI. In light of the aforesaid factual position and inherent right of the Promoter, the Promoter is at liberty to alter the development potential that the Promoter is intending to exploit on the Sector R34/34th Avenue Land. The Promoter is thus entitled to alter the plans relating to the Sector R34/34th Avenue Land to the extent of altering the development potential/FSI that the Promoter shall exploit during construction of the Project and Subsequent Multiple Phases in respect thereof. In furtherance to the aforesaid, considering that the concept of global FSI is applicable to the Larger Land, any increase in FSI relating to the Larger Project Land shall belong to the Promoter, and the Promoter shall be entitled to exploit it whilst constructing the other Sectors on the Larger Land. This right of the Promoter shall prevail and not be disputed by the Allottee till such time the entire Township is constructed and completed entirely in all respects by the Promoter. However, it may be noted that there shall be no change in respect to sanctioned plans of the residential buildings/shops forming part of the Project. 8.4. The Promoter has further informed the Allottee and the Allottee hereby agrees and acknowledges that the right to amend any plan in respect of the Larger Land and/or Sector R34/34th Avenue Land shall lie solely with the Promoter and the Allottee shall

	have no right of any nature whatsoever in the remaining development potential of the said Larger Land and/or Sector R34/34th Avenue Land. 8.5. In pursuance of the Notification dated 20th November 2018, bearing No. TPS-1818/1349/CR-229/18/20(4)/UD-13 and Notification dated 8th March 2019, bearing No. TPS-1816/CR-368/16/Part-I/DP-ITP/UD-13 issued by Urban Development Department, an application has been made by the Promoter for migrating into ITP policy and the said application has been granted by PMRDA vide its Order bearing Reference No. BMU/Mouje Jambhe, Marunji, Nere/S.No. 74 and Others/Case No.568/23-24 dated 22/11/2023. The Promoter shall be entitled to the benefits arising out of the aforesaid grant and the allottees shall not be entitled to the same and shall not claim any right of whatsoever nature to the same. 8.6. Further, in light of the aforesaid, the entire development potential and any future increases or increments thereto relating to the Larger Land including the Sector R34/34th Avenue Land shall vest in the Promoter alone and the Promoter shall be entitled to use, utilize, consume and exploit such FSI on the said Larger Land even after the completion of the Larger Project, occupation certificate is obtained and lease/conveyance of the structure is completed whilst undertaking its Subsequent Multiple Phases .
9.2	The Intimation to take Possession shall be given by the Promoter only upon the Promoter obtaining occupation certificate relating to the said Apartment from the concerned statutory authority. As disclosed and informed by the Promoter, the Common Areas and Amenities for Larger Project shall be completed within the timelines stated above. The Allottee shall take possession on the Intimation to take Possession and use and enjoy the completed Common Areas and Amenities for Larger Project. The Allottee hereby confirm that the Allottee has understood and agreed the aforesaid disclosure made and information given by the Promoter and shall raise no objection in respect thereof and/or claim any damages or compensation whatsoever.
11.2 & 11.4	11.2. It is clarified that Promoter shall send its Intimation to take Possession to Allottee at his/her address as mentioned in this Agreement unless any change of address has been notified to the Promoter in writing by the Allottee. It is clarified that the Allottee shall not be entitled for any compensation if he/she/they has/have committed any default or breach of any of the terms and conditions in this Agreement by reason of the Promoter not having received the notice of change of address. 11.3. Upon receiving the Intimation to take Possession, the Allottee shall take possession of the Apartment from the Promoter within the period stated above for the respective buildings in which his/her/their Apartment is located on payment of the balance consideration and other dues. The Allottee shall execute all necessary indemnities, undertakings and such other documentation as may be prescribed in this Agreement and/or required by the Promoter and the Promoter shall give possession of the Apartment to the Allottee against the execution of such documentation and payment of the balance amounts by the Allottee. 11.4. Delay in giving Intimation to take Possession due to Force Majeure: If the Promoter is unable to give Intimation to take possession of the Apartment to the Allottee by on account of a Force Majeure Event then, the Promoter shall be entitled to an extension for the period during which such Force Majeure event subsists and the Allottee shall continue as an Allottee of the Project.
11.5 to 11.12	11.5. Delay in giving Intimation to take Possession due to reasons other than Force Majeure: (i) If the Promoter is unable to give Intimation to take possession of the Apartment to the Allottee by , for reason other than Force Majeure Event then in that case the Allottee shall be entitled to either terminate or continue with this Agreement.

	(ii) In case if the Allottee elects to continue with this Agreement, then in that event, the Promoter shall be liable to pay Promoter's Interest to the Allottee for the period of every month of delay on the amounts received by the Promoter from the Allottee. However, such interest shall not be payable on (i) the Government statutory dues, duties and taxes paid or to be paid by Promoter with respect to the said Apartment and/or this Agreement, directly, or indirectly, (ii) brokerage, if any, incurred by the Promoter and (iii) stamp duty and registration charges paid on this Agreement. 11.6. In case if the Allottee elects to terminate this Agreement, then in that event the only remedy available to the Allottee shall be to take refund of the amounts paid towards Consideration by the Allottee to the Promoter under the terms of this Agreement and such refund shall be subject to the deduction of (i) the Government statutory dues, duties and taxes paid or to be paid by Promoter with respect to the said Apartment and/or this Agreement, directly, or indirectly, (ii) stamp duty and registration charges paid on this Agreement, (iii) brokerage, if any, incurred by the Promoter, (iv) any other benefits if so received by the allottees from promoter and (v) bank loan availed by the Allottee. In such a case as provided under the Act, the Promoter shall refund the aforesaid amounts to the Allottee (after deduction of the amounts as stated above) together with the Promoter's Interest within a period of 30 (thirty) days from the date of the Allottee executing and registering a Deed of Cancellation in favour of the Promoter. 11.7. It is agreed that save and except the right of the Allottee to recover the aforesaid amounts, the Allottee hereby expressly waives all the other rights and remedies that shall/may be available to him/her/them under law especially in light of the fact that the Allottee has covenanted that the Allottee shall not take any steps that shall be detrimental and/or shall hinder the Project. 11.8. In the event the Allottee fails and/or neglects to take possession within the specified period, it shall be deemed that the Allottee has taken possession from the date of expiry of the notice period specified in the Intimation to take Possession and that date shall be deemed to be the "Possession Date" and all obligations of the Allottee related to possession of the said Apartment shall be deemed to be effective from the said Possession Date. It is agreed that on and from the Possession Date, the Allottee shall be liable to bear and pay the proportionate share of outgoings in respect of the said Apartment, Common Areas and Amenities and Utilities and Services provided to the allottees of residential buildings including maintenance charges, local taxes, betterment charges or such other levies levied by the concerned Local Authority and/or Government, water charges, common lights, lifts, repairs, salaries of clerks, bill collectors, chowkidars, sweepers, and also other expenses necessary and incidental to the Organisation of Larger Project comprising of Project and Subsequent Multiple Phases for the use of the Common Areas and Amenities for Larger Project and the Common Areas and Amenities of the Larger Land. 11.9. Upon issuance of the Occupancy Certificate by PMRDA in respect of the said Apartment, the Allottee shall as stated herein above, take possession of the said Apartment within 15 (fifteen) days from the date of Intimation to take Possession on payment of the balance Consideration, provisional maintenance charges and other dues. The Allottee shall execute all necessary indemnities, undertakings and such other documentation as may be prescribed in this Agreement and/or required by the Promoter and the Promoter shall give possession of the Apartment to the Allottee against the execution of such documentation and payment of the balance amounts by the Allottee. The Allottee hereby agrees and undertakes that on and from the receipt of occupancy
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	certificate of the apartment, the Allottee under any circumstances, shall not be entitled to terminate, revoke or cancel this Agreement. The Allottee hereby agrees and undertakes that the allottee shall not commit a breach of this covenant/undertaking. 11.10 In case, if the Allottee fails to make payment of the balance Consideration alongwith all other amounts within the aforesaid stipulated period of 15 (fifteen) days then in that event the Promoter shall, at its sole discretion, take such steps as may be required to enforce its rights including but not limited to termination, revocation and cancellation of this Agreement. Upon such termination, revocation and cancellation, the Promoter shall forfeit 10% of the total Consideration and refund to the Allottee the balance amount or part thereof, paid by the Allottee to the Promoter till then, within a period of 30 (thirty) days of the termination subject to execution and registration of the Deed of Cancellation and subject to deduction of (i) any other amount which is payable to the Promoter (ii) Allottee's Interest (iii) Government statutory dues, duties and taxes paid or to be paid by Promotor with respect to the said Apartment and/or this Agreement and/or Consideration directly or indirectly, (iv) stamp duty and registration charges paid on this Agreement (v) brokerage, if any, incurred by the Promotor, (vi) any other benefits if so received by the Allottee form the Promoter and (vii) bank loan availed by the Allottee. It is agreed between the Parties that the deduction mentioned above will be carried out in the order in which it has been mentioned in this Clause. It is further agreed between the Parties that the Promoter shall not be liable to pay to the Allottee any interest on the amount to be refunded. 11.11 In case the infrastructure facilities and/or Common Areas and Amenities and/or Other Common Areas and/or Utilities and Services are not in place at the time of handing over of possession of the Apartment by reason of circumstances beyond the control and scope of the Promoter, the Allottee shall not claim any compensation for delay/ non-provision of infrastructure facilities. 11.12. The Promoters Interest shall not be paid by the Promoter if the Allottee commits any breach of terms and conditions contained herein. 11.13. It is clarified that Promoter shall send its Intimation to take Possession to Allottee at his/her/their address including email address as mentioned in this Agreement unless any change of address has been notified to the Promoter in writing by the Allottee. It is clarified that the Allottee shall not be entitled for any compensation if he/she/they has/have committed any default or breach of any of the terms and conditions in this Agreement by reason of the Promoter not having received the notice of change of address. 11.14. The Promoter has made it clear to the Allottee that the Promoter shall after handing over of the said Apartment, carry out extensive development/construction activities in the Larger Project which includes the Subsequent Multiple Phases, remaining Common Areas and Amenities for Larger Project and/or the area around the said residential buildings and/or commercial premises and that Allottee has confirmed that he/she/they shall not raise any objection or make any claim for compensation from Promoter on account of inconvenience, if any, which may be suffered by him/her/them due to such development/construction activities or incidental/related activities.
12.2 to 12.8	12.2. The Promoter has informed the Allottee that upon the completion of the Larger Project the Promoter shall handover to the Organization the warranties, guarantees and annual maintenance contracts that shall be received by the Promoter from third party Contractors/Vendors. 12.3. In case of any structural defect in the Apartment or any defects in the Project on account of workmanship, quality or provision of service, which are outside the purview of the warranties, guarantees and annual maintenance contracts provided by the third

	party Contractors/Vendors, then in that event wherever possible such defects shall be rectified by the Promoter at its own cost and expense. Provided however, the Promoter shall not be liable to carry out such rectification in case if such defects have surfaced by reason of any act of the Allottee or any other force majeure circumstance arising. The Allottee hereby agrees and undertakes that the Allottee shall not carry out any alterations of whatsoever nature in the said Apartment or Towers or any structures related to the Common Areas and Amenities for Larger Project which shall include but not be limited to columns, beams etc. or in the fittings therein, in particular. It is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connection or any erection or alteration in the bedroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out by the Allottee and which results in any defect, then the defect liability obligation of the Promoter shall automatically become void and shall not be binding on the Promoter. The word defect here means only the manufacturing and workmanship defect's caused on account of willful neglect on the part of the Promoter, and shall not mean defects caused by normal wear and tear and by negligent use of Apartment by the allottees/occupants, vagaries of nature etc. 12.4. Notwithstanding anything stated in this Clause 12 or elsewhere in this Agreement, the Promoter shall not be in any way liable to repair or provide compensation for structural defects as set out in this Clause 12 where the Allottee has made any structural changes in the Apartment or in the materials used thereon. 12.5. It shall be the responsibility of the Allottee to maintain his/her/their Apartment in a proper manner and take all due care needed including but not limited to the joints in the tiles in his/her/their Apartment being regularly filled with white polymer/epoxy to prevent water seepage. 12.6. Further, where the Manufacturer warranty as shown by the Promoter to the Allottee ends before the defect liability period, and if the annual maintenance contracts (to the manufacturer or the AMC provider as decided by the Promoter) are not done/renewed by the Allottee/s, the Promoter shall not be responsible for any defects occurring due to the same. 12.7. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipment's, fixtures and fitting shall be maintained and covered by Maintenance/Warranty Contracts so as it to be sustainable and in proper working condition to continue warranty in both the apartments and the common project amenities wherever applicable. 12.8. The Allottee has been made aware and that the Allottee expressly agrees that the regular wear and tear of the Apartment includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature, the same shall not amount to structural defects and hence the same shall not be attributed to either bad workmanship or structural defect.
13	13. USE AND OCCUPATION 13.1. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residencial/commercial in respect of Apartment being developed on Sector R34 Phase – I Project Land and for no other purpose whatsoever. 13.2. The Allottee shall not carry out any activities from the said Apartment that shall be a cause or a source of nuisance or annoyance to the Promoter or other occupiers of the said Project or to any one in its vicinity or neighbourhood. 13.3. In the event if any increase in local taxes, water charges, insurance and such other levies, are imposed by the concerned Local Authority and/or Government and/or other Public Authority, on account of change of user of the said Apartment by the Allottee, the

	Allottee alone shall bear and pay such penalty, premium or other sums of money demanded.
14.2 (Part)	(i) liquidated damages i.e. deduction of 10% of the total Consideration together with any other amount which is payable to the Promoter (ii) Allottee's Interest (iii) the Government statutory dues, duties and taxes paid or to be paid by Promoter with respect to the said Apartment directly or indirectly, (iv) stamp duty and registration charges paid on this Agreement (v) brokerage, if any, incurred by the Promoter and (vi) bank loan availed by the Allottee. It is agreed between the Parties that the deduction mentioned above will be carried out in the order in which it has been mentioned in this clause. It is further agreed between the Parties that the Promoter shall not be liable to pay to the Allottee any interest on the amount so refunded.
14.3 to 14.11	14.3. Upon the cancellation/termination and irrespective of whether the Allottee has executed the Deed of Cancellation, the Promoter shall be entitled to sell or otherwise dispose of the Apartment to any other person/party whomsoever, at such price, in such manner and on such terms and conditions as Promoter may in its sole discretion think fit and proper and the Allottee shall not be entitled to raise any objection or dispute in this regard. 14.4. The Allottee agrees and undertakes to execute a deed, document, or writing including a Cancellation Deed to cancel this Agreement. The balance amount, if any, shall be paid to the Allottee only upon the cancellation of this Agreement and/or receipt of the Cancellation Deed, documents or writings. In the event of cancellation of this Agreement as aforesaid, the Allottee irrevocably agrees that the Promoter shall be entitled to file declaration with respect to termination and cancellation of this Agreement before the Sub-Registrar of Assurances. However, it is clarified and agreed between the Parties that the Promoter shall take/charge cancellation charges as determined by the Promoter from the Allottee in case of failure on the part of the Allottee to execute, deliver and register the Deed of Cancellation. 14.5. The Promoter has informed the Allottee and the Allottee having understood has agreed that in case if this Agreement is cancelled by reason of any breach on the part of the Allottee of the terms of this Agreement then in that event the Promoter shall refund the amounts refundable to the Allottee in the manner provided in Clause 14.2 of this Agreement. 14.6. It is expressly agreed between the Parties that in case the Allottee/s has obtained a loan/availed of any facility against the said Apartment and/or the rights of the Allottee/s under this Agreement, then in that event upon termination, the Promoter shall have an option to directly make payment of refund amounts in the manner provided in this Agreement to the concerned bank/financial institution. 14.7. The said refund by the Promoter to the Allottee, sent through cheque/demand draft by registered post acknowledgement due or by courier at the address of the Allottee mentioned herein, shall be full and final satisfaction and settlement of all claims of the Allottee under this Agreement, irrespective of whether the Allottee accepts/encashes the said cheque/demand draft or not. 14.8. In the case of joint allotment of the Apartment in favour of joint allottees, the Promoter shall make all payments/refund under the terms of this Agreement upon termination, to the first mentioned Allottee, which payment/refund shall be construed to be a valid discharge of all liabilities towards all such joint allottees. 14.9. The Promoter may, at its sole discretion, condone the breach committed by Allottee and may revoke cancellation of the allotment provided that the Apartment has not been re-allotted to another person till such time and Allottee agrees to pay the unearned profits (difference between the consideration and prevailing sales price) in proportion to total amount outstanding on the date of restoration and subject to such

	additional conditions/undertaking as may be decided by Promoter. The Promoter may at its sole discretion waive the breach by Allottee for not paying the aforesaid instalments but such waiver shall not mean any waiver in the interest amount and the Allottee will have to pay the full amount of interest due. 14.10. The occurrence, happening or existence of any of following events shall be considered as the “Promoter’s Event of Default” - (i) Failure of the Promoter to give the Intimation to take Possession to the Allottee on or before subject to Force Majeure; (ii) Upon the cancellation / termination of this Agreement on account of the Promoter’s Event of Default as mentioned hereinabove, the Allottee shall be entitled to recover all the amounts that have been paid by the Allottee to the Promoter under the terms of this Agreement (excluding taxes, duties etc. that have been paid by the Promoter to the Government/Statutory Bodies/Authorities). In such a case as provided under the Act, the Promoter shall refund the aforesaid amounts to the Allottee within a period of 30 (thirty) days or a mutually agreed date from the execution and registration of the Deed of Cancellation by the Allottee in favour of the Promoter. 14.11. In an event the Promoter completes construction of the said building ____ in Project before time, then the Allottee hereby agrees and undertakes to pay the Consideration amount payable for early completed stage as per the payment linked to the stage immediately on demand. Further, the Promoter shall not provide early payment discount in case the construction has been completed before the agreed timeline.
15	15. TOWNSHIP MAINTENANCE AGENCY 15.1. The Allottee specifically recognizes that the Project comprises of residential buildings and shops and he/she/they is/are agreeing to purchase the Apartment therein. The Allottee is also aware that Larger Project comprising of Phase-I and Subsequent Multiple Phases requires proper and periodic maintenance and upkeep. The Allottee has agreed to purchase the Apartment on the specific understanding that the right to use Common Areas and Amenities for Larger Project and the Common Areas and Amenities of the Larger Land shall be subject to payment of maintenance charges by him/her/them, amongst other charges, as determined by the Promoter or by the Organization of Larger Project and the TMA of Larger Land respectively. 15.2. The Allottee is aware that the Allottee’s rights are restricted to the use and enjoyment of the Common Areas and Amenities for Larger Project and Common Areas and Amenities of the Larger Land and shall not entitle the Allottee to use the common areas and amenities pertaining to the other projects being undertaken on the Larger Land which are outside the limits of Larger Project. 15.3. The Promoter has entered into an Agreement with Bluebell Township Facility Management LLP (“TMA”) whereby the Promoter has appointed the TMA to provide its services vis-à-vis the maintenance of the Common Areas and Amenities for the various sectors that shall be constructed on the Larger Land (including Common Areas and Amenities for Larger Project) and the Common Areas and Amenities of the Larger Land. A copy of the said Agreement shall be available at the office of the Promoter for inspection by the Allottee. The said Agreement and the terms thereof and all amendments thereto shall be binding on the Allottee and its successors. The Allottee has been expressly informed of the same and the Allottee/s hereby expressly accords his/her/their knowledge in respect thereof. 15.4. In accordance with the aforesaid Agreement, the Allottee is required to pay the amounts that are set out in “Annexure K” annexed hereto to the TMA to enable the TMA to provide its services and maintain the Common Areas and Amenities of the Larger Land and the Common Areas and Amenities for Larger Project in the manner set out in the aforesaid Agreement. In case if the TMA is required to incur any capital expenses while

	maintaining these Common Areas and Amenities, then in that event the TMA shall be entitled to do so and appropriate the required amounts from and out of the amounts collected from the Allottee and other allottees of the various projects towards such capital expenses. 15.5. The Allottee has been expressly informed by the Promoter that the TMA shall be at liberty to seek for further amounts in case if the amounts collected by the TMA are insufficient for meeting with the expenses relating to the maintenance of the Common Areas and Amenities of the Larger Land and the Common Areas and Amenities for Larger Project in the manner set out in the aforesaid Contract. 15.6. The TMA appointed or formed by Promoter which shall always remain an independent body in charge of the maintenance, supervision and control of the Common Areas and Amenities for Larger Project and Common Areas and Amenities for the Larger Land. For the purpose of maintaining adequate discipline, hygiene, ambience, aesthetics and proper usage of the Common Areas and Amenities for Larger Project and Common Areas and Amenities for the Larger Land, the TMA shall frame byelaws/rules/regulations/policies inter alia regarding admission to and usage/maintenance/repairs Allottee hereby agrees and undertakes to observe the same strictly. 15.7. The Organization of Larger Project shall not be entitled to withhold payment of its said contribution to the said TMA on the ground of non-payment of maintenance charges on part of its members. In case of default on part of the Organization of Larger Project Land, the said TMA shall be entitled to take actions against the Organization of Larger Project Land. 15.8. The TMA shall maintain the Common Areas and Amenities for Larger Project and Common Areas and Amenities for the Larger Land out of the contribution paid by all the organisations formed of the various sectors of the Larger Land and the Allottee alongwith all other allottees shall be entitled to use the same as envisaged under this Agreement. 15.9. The Organization of Larger Project Land as well as the said TMA shall be entitled to increase the maintenance charges as and when required/necessary. 15.10. In case of default of payment of maintenance on part of the Organization of Larger Project Land to the TMA, the TMA shall be entitled to (i) discontinue the supply of utilities to the Organization of Larger Project Land agreed hereunder and/or (ii) discontinue supply of other services envisaged hereunder and/or (iii) prevent the members of the said Organization of Larger Project Land from using the said Common Areas and Amenities for Larger Project and the Common Areas and Amenities for the Larger Land or part thereof, (iv) to levy appropriate fines/interest/penalties on the Organization of Larger Project Land until actual realization of the amount due from the Organization of Larger Project Land. 15.11. The Promoter and/or TMA shall be entitled to impose and collect toll/entry/parking fee for ingress to the ITP and/or to the Common Areas and Amenities for the Larger Land and/or the Optional Facilities, so as to restrict free access to the same. 15.12. The execution of the present Agreement by the Allottee shall be construed as the confirmation of the Allottee to the terms of the Agreement entered into between the Promoter and the TMA. The Allottee hereby agrees and undertakes that if called by the Promoter to do so, the Allottee shall execute a separate maintenance agreement with the TMA for the purpose of reiterating the terms of the contract entered into between the Promoter and the TMA. 15.13. In addition to the maintenance undertaken by the Township Management Company, the Promoter as it may deem fit in the overall interests of the ITP, outsource control, management, giving maintenance etc. to any outside agency or agencies in
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	respect of any particular or specific amenities and/or services and, if necessary, the Allottee shall execute appropriate agreement/s with such agency or agencies.
16.1 (ii)	(ii) Upon the receipt of occupancy certificate/s in respect of buildings in the Subsequent Multiple Phases, the allottees of the Subsequent Multiple Phases shall be added as members to the said organization from time to time.
16.1 ((v) & (vi)	(v) All costs, charges and expenses including stamp duty and registration charges payable on such transfer of title documents shall be to the account of such organization and shall be borne and paid by the Organization of Larger Project. (vi) The Promoter shall form separate organisations in respect of all the projects that shall be constructed on the Larger Land. The Promoter shall transfer the title of the project lands of such projects and the building/s constructed thereon in favour of the organisations/Apex Bodies formed in respect of such projects in the manner stated above and as envisaged by the Promoter. Upon the entire Larger Land being developed, the Promoter shall form an Apex Body of the Larger Land. The organizations including the Organization of Larger Project shall admit themselves as members of such Apex Body of the Larger Land. Upon the Apex Body of the Larger Land being formed, the Promoter shall within a reasonable time execute a Deed of Conveyance in respect of the Common Areas and Amenities of the Larger Land and the reversionary rights in respect of the Larger Land, if any, in favour of such Apex Body of the Larger Land.
16.2 & 16.3	16.2. The Allottee has understood the aforesaid disclosures/representations made by the Promoter and hereby expresses its agreement and concurrence to the aforesaid structure and grants its consent to join in the formation and registration of the Organisation to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and the registration of the organisations and for becoming a member of the organisations. The Allottee shall duly fill in, sign and return to the Promoter within 15 (Fifteen) days of the necessary applications/forms being forwarded by the Promoter to the Allottee in that behalf. 16.3. The Promoter hereby states, declares and informs to the Allottee/s that prior to or during or after completion of development and construction work of the Larger Project, various orders, permissions, NOCs, licenses, completion certificates etc. are required to be obtained by the Promoter on executions of certain Declarations, Undertakings and Indemnity. While granting those permissions and NOCs, the concerned Authorities have imposed certain terms and conditions, which are required to be observed and complied with from time to time. The Promoter hereby agrees to comply with those terms and conditions only till the time of Larger Project is handed over to the ultimate body of Allottee i.e. the organization formed. However, thereafter it shall be sole responsibility of the said organization of the allottees to abide by all rules, regulations, conditions of the said orders, permissions, NOCs etc. and comply with the same and the Promoter shall not be responsible for the same after handing over of the project together with its amenities to the allottees ultimate body i.e. organization. The list of orders, permissions and NOCs, which have been obtained till date have been given to the Allottee. Certified copies of the orders and permissions etc. shall be handed over to the organization.
17	17. TAXES, OUTGOINGS AND MAINTENANCE 17.1. The Promoter has informed the Allottee and the Allottee has understood that the Allottee shall within a period of 15 (fifteen) days from the date of the Intimation to take Possession and in any event before taking possession pay to the Promoter the amounts set out in Part A of "Annexure K" annexed hereto. The maintenance amount for initial period of 24 (Twenty Four) months as mentioned in the Part A of "Annexure K" is a

	provisional amount as on today and is a tentative amount that has been fixed. The said amount shall be subject to an increase to the extent of 10% which will be determined by the Promoter at the time of handing over of the possession at its sole discretion. Post hand over, in any event where the Promoter is of the view that it is difficult to maintain the Larger Project out of the provisional maintenance collected from the allottees for the initial 24 months period, then the allottees shall be required to bear and pay such additional amounts as may be demanded by the Promoter. In case if the Allottee fails to make such payment, then the Promoter shall not be liable to handover possession of the Apartment to the Allottee. Failure on the part of the Allottee to make such payments/ad-hoc/lumpsum amounts to the Promoter shall be treated as an Allottee's Event of Default and consequences as stated in this Agreement shall follow. The Allottee acknowledges such right of the Promoter and agrees and undertakes to accept the decision of the Promoter in such circumstances. 17.2. The Allottee shall be liable to bear and pay all taxes and outgoings as mentioned in Part B of "Annexure K" annexed hereto. The Allottee shall be liable to bear and pay pro-rata taxes and outgoings in respect of the said apartments, the said residential buildings/shops, the Project and Common Areas and Amenities for Larger Project namely local taxes, betterment charges or such other levies levied by the concerned Local Authority and/or Government, water charges, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Premises, the said residential buildings and the Common Areas and Amenities for Larger Project. In addition, thereto, the Allottee shall also contribute towards the maintenance of the Common Areas and Amenities for the Larger Land. 17.3. The Allottee shall pay the maintenance charges to the Organization of Larger Project regularly. The maintenance charges payable by the Allottee shall be on 'Per Square Meter Basis' per month on area of the said Apartment. The rate of maintenance charges will be decided by the TMA/Promoter. The maintenance charges payable by the Allottee to the Organization of Larger Project which shall in turn be handed over by the organisation to the TMA shall be comprehensive in nature and shall include maintenance charges towards maintenance of the Common Areas and Amenities of Larger Project and the Common Areas and Amenities for the Larger Land(excluding charges towards Optional Amenities) and all other expenses necessary and incidental to the management and maintenance of the said Project. The Organization of Larger Project alone shall be responsible to collect and recover both the maintenance (sector & township) charges from the Allottee and pay the same to the TMA/Promoter. 17.4. With regards to contribution of the Allottee towards the outgoings, the Allottee shall pay the maintenance charges towards the use of the Common Areas and Amenities for Larger Project to the Promoter for an initial period of 24 (twenty four) months in advance on/before the Possession out of which 10% of the maintenance collected shall be used for maintenance of the Larger Land. Till such time the Conveyance is executed in favour of the Organization of Larger Project comprising of Project and Subsequent Multiple Phases, the Allottee shall continue to pay maintenance charges to the Promoter or the TMA, as decided by the Promoter. In addition to the aforesaid maintenance charges, the Allottee shall, on/before the Possession, also pay a lumpsum amount towards maintenance charges to the Promoter for the use of the Common Areas and Amenities of the Larger Land. After the conveyance of the Common Areas and Amenities for Larger Project in favour of the Organization of Larger Project or pursuant to the expiry of the initial period of 24 months from the Possession Date whichever is earlier, the Allottee shall be liable to contribute the maintenance charges towards the use of the Common Areas and Amenities for Larger Project to the Organization of Larger Project and
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	the maintenance charges towards the use of the Common Areas and Amenities for the Larger Land to the Promoter or at the instructions of the Promoter to the Township Maintenance Agency i.e. Bluebell Township Facility Management LLP (as defined in Clause 15 hereinafter) who shall be in charge of the maintenance of the Common Areas and Amenities for Larger Project and Common Areas and Amenities for the Larger Land as provided in "Annexure G, G1 and I" annexed hereto. It is clarified that for the period post the expiry of the initial period of 24 months, maintenance charges for the Common Areas and Amenities for Larger Project and Common Areas and Amenities for the Larger Land at such rate as decided by the Promoter/TMA shall be payable by the Allottee to the Promoter/TMA. In case if the organization has been formed by then, then in that event, the Promoter shall be at liberty to call upon the organization to collect the aforesaid maintenance charges from the Allottee and pay the same to the Promoter/TMA. The Allottee hereby expressly grants his/her/their concurrence to the aforesaid clause. Further, the terms and conditions relating to the utilisation of such amounts alongwith separate amounts of taxes, electricity, water, gas etc.to be paid by the Allottee/s are enumerated in the "Annexure K" annexed hereto and the Parties agree and undertake to abide by the same. 17.5. The Allottee undertakes to pay such amounts/charges including proportionate share of outgoings regularly on quarterly basis in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by Allottee shall be regarded as the default on the part of the Allottee and shall entitle the Promoter/TMA to withhold services as specified in clause 15.10. 17.6. It is clarified that the Organization of Larger Project shall be liable to bear and pay the taxes and outgoings relating to the Common Areas and Amenities for Larger Project. The taxes and outgoings pertaining to Common Areas and Amenities of the Larger Land shall be collected by the TMA from the Organisations of each sectors including the Organization of Larger Project and shall thereafter be paid by the TMA to the concerned Authorities. 17.7. The cost of the insurances that may be obtained by the Promoter shall be recovered from the Allottee and the Allottee shall bear and pay the same. The allottees/organisation shall be responsible for the renewal of such insurance policies and bear and pay all premiums related thereto. 17.8. The Promoter has informed and represented to the Allottee that the Allottee shall be liable to contribute towards the taxes and outgoings payable in respect of the Common Areas and Amenities of the Larger Land. 17.9. It is clarified that the Promoter shall be liable to bear and pay municipal/property taxes related to the unsold apartments of Project. However, no outgoings/maintenance shall be payable with regards thereto to the organisation or TMA.
18.1 (v)	(v) By virtue, thereof, the orientation, location, dimension, height, product mix in respect of the proposed residential buildings and commercial premises forming part of Subsequent Multiple Phases shall be revised/changed. The Allottee herein is/are thus fully aware of the representations and disclosures made by the Promoter and has/have agreed to purchase the Apartment only after fully understanding the representations and disclosures made by the Promoter in respect of the Larger Project and Sector R34/34th Avenue Land layout. The Allottee shall thus not create any hurdle, obstruction and/or dispute the revision of the plans relating to the Sector R34/34th Avenue Land layout/Larger Project from time to time and/or the future construction to be carried out by the Promoter, by itself and/or through any other person or party.

18.1 (xiv) & (xv)	(xiv) The Promoter hereby clarifies that the Common Areas and Amenities for the Larger Land are subject to changes as per any revision that may take place in the approvals and plans. With regards to contribution of the Allottee towards the outgoings, the Allottee agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter the outgoings in the manner provided in "Annexure K" annexed hereto. The terms and conditions relating to the utilisation of such amounts are enumerated in the "Annexure K" annexed hereto and the Parties agree and undertake to abide by the same. The maintenance charges payable by the Allottee in respect of the Common Areas and Amenities for the Larger Land may change from time to time. The Promoter hereby reserves the right to make changes to the Common Areas and Amenities for the Larger Land as well as to revise the maintenance charges payable by the Allottee in that regard. (xv) The Promoter states that there are certain pipes/cables/wires which are laid under the Sector R34 Phase – I Project Land /Sector R34/34th Avenue Land, which underlying cables relate to essential services that have been provided to the allottees of the Sector R34 Phase – I Project Land /Sector R34/34th Avenue Land and in the case of certain pipes/cables/wires the provision with regards thereto may extend to other projects forming part of the Larger Land. The Promoter hereby reserves its right to enter upon the Sector R34 Phase – I Project Land and to undertake such work/activities as may be necessary for the purpose of maintaining/servicing/repairing/ replacing such underlying pipes/cables/wires.
19	19. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE The Allottee represents and warrant to the Promoter as follows:- (i) The Allottee is using his/her/their own funds and/or has made arrangements for the purpose of purchasing the said Apartment and making payment of the Consideration and other amounts payable to the Promoter; (ii) The Allottee have not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up, as the case may be; (iii) No receiver and/or liquidator and/or official assignee or any person is appointed of the Allottee for all or any of its assets and/or properties; (iv) The Allottee have neither received any notice of attachment under any rule, law, regulation, statute etc. nor his/her/their assets/properties are attached; (v) No notice is received from the Government in India (either Central, State or Local) and/or from abroad for his/her/their involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him/her/them; (vi) No execution or other similar process is issued and/or levied against him/her/them and/or against any of his/her/their assets and properties; (vii) He/she/they is/are not of unsound mind and/or is not adjudged to be of unsound mind; (viii) He/she/they has/have not compounded payment with his/her/their creditors; (ix) He/she/they is/are not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than six months; (x) He/she/they is/are competent to contract and enter into this Agreement as per the prevailing Indian Laws; (xi) The Allottee has understood the entire scheme of development of the Promoter as set out in this Agreement and has obtained the clarifications required by the Allottee and the Allottee is fully satisfied with regards thereto; (xii) The Allottee states, declares and confirms that the Allottee/s shall not obstruct the use of the common areas and amenities by the allottees of Subsequent Multiple Phases, regardless of any disputes that may arise between the Allottee/s/Organization and the Promoter.

20	20. MUTUAL COVENANTS 20.1. Notwithstanding anything contained herein, it is agreed between the Parties hereto, that the sample Apartment, if any, constructed by the Promoter and all furniture, items, electronic goods, amenities etc. provided therein are only for the purposes of show casing the Apartment and the Promoter is not liable, required and/or obligated to provide any furniture, items, electronic goods, amenities etc. as may be displayed in the sample Apartment other than as expressly agreed by the Promoter under this Agreement. 20.2. The Promoter shall be entitled to allot all apartments and parking spaces, to be constructed on the Sector R34/34th Avenue Land with a view that ultimately the allottees of the apartments in the buildings of Project and proposed residential buildings of Subsequent Multiple Phases shall be admitted as members of the organisations to be formed in the manner stated above. It is agreed and clarified that the Promoter shall have all the rights and shall be entitled to sell, allot, transfer, lease, give on leave and license basis and/or otherwise deal with and dispose of the Apartment or parking spaces separately and independently and the allottees of all the apartments shall be admitted as members of the Organization of Larger Project. 20.3. The Promoter shall, if necessary, become a member of the Organization of Larger Project in respect of its right and benefits conferred/reserved herein or otherwise entitled to in whatsoever manner. If the Promoter transfers, assigns and disposes off such rights and benefits at any time to anybody, then the assignee/transferee and/or the buyers thereof at the discretion of the Promoter, be admitted as members of the Organization of Larger Project Land in respect of the said right and benefits. The Allottee herein and the Organization of Larger Project Land will not have any objection to admit such assignees or transferees as its members. 20.4. The Promoter shall not be liable or required to pay to the Organization of Larger Project Land any transfer fees/charges and/or any amount, compensation whatsoever. Further, the Promoter shall not be liable to contribute towards the unsold apartments. 20.5. In the event, the transaction being executed by this agreement between the Promoter and the Allottee is facilitated by a registered real estate agent of the Promoter all amounts (including taxes) agreed as payable remuneration/fees/charges for services/commission/brokerage to the said Registered Real Estate Agent, shall be paid by the Promoter, in accordance with the agreed terms of payment and the allottee shall not be held responsible for payment of any fees/charges to registered real estate agent of the Promoter. 20.6. In the event, the transaction being executed by this agreement between the promoter and the allottee is facilitated by a registered real estate agent of the Allottee, all amounts (including taxes) agreed as payable remuneration/fees/charges for services/commission/brokerage to the said Registered Real Estate Agent, shall be paid by the Allottee in accordance with the agreed terms of payment and the Promoter shall not be held responsible for payment of any fees/charges to registered real estate agent of the Allottee. 20.7. The Organization of Larger Project Land so formed shall not issue share certificate to the Allottee without obtaining a no-objection certificate from the Promoter certifying that the Promoter has no outstanding dues pending on any account to be received from the Allottee and remaining unpaid. If the Organization of Larger Project issues share certificates to the Allottee without adhering to or abiding by the aforesaid condition, the Organisations of Sector R34/34th Avenue Land shall be responsible and liable to pay such amounts due and payable, if any, by such Allottee to the Promoter. 20.8. All costs, charges and expenses incurred in connection with the costs of preparing, engrossing, stamping and registering all deeds, documents required to be executed by the Promoter and by the Allottee including stamp duty, registration charges
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	etc. payable in respect of such documents, shall be borne and paid by the Allottee. The Promoter shall not be liable to contribute anything towards such expenses. The Allottee alone will be responsible for consequences of insufficient and/or non-payment of stamp duty and registration charges on this Agreement and/or all other documents etc. 20.9. As and when called upon by the Promoter, the Allottee agrees and undertakes to unconditionally sign and execute necessary forms, applications, undertakings, documents as may be required by the Promoter for admitting the Allottee as the member of the Organisations of Larger Project. The Allottee further agrees and undertakes that the Allottee shall do as also cause the Organization of Larger Project to do/ratify, all such necessary acts, deeds, matters and things as may be required by the Promoter from time to time for safeguarding their interest in the said residential buildings/shops and the Sector R34/34th Avenue Land. 20.10. It is agreed, confirmed and covenanted by the Allottee that the Allottee shall not be entitled to nor shall he/she/they demand a sub-division or amalgamation of the Sector R34/34th Avenue Land, Sector R34 Phase – I Project Land or be entitled to any FSI exceeding the FSI used or claim any FSI that may be available now or in future and/or consumed in the said Project. 20.11. It is agreed between the Promoter and the Allottee that the Promoter shall be entitled to develop the Sector R34/34th Avenue Land including the Sector R34 Phase – I Project Land in the manner as the Promoter may desire. The Promoter is retaining full rights for the purpose of providing ingress and/or egress to the Allottee from the Sector R34/34th Avenue Land including the Sector R34 Phase – I Project Land in the manner deemed fit by the Promoter and the Allottee unequivocally consents/agrees not to raise any objection or dispute regards the same now or any time in the future and the Allottee acknowledges that hardship may be caused during such time and undertakes expressly never to object to the same. 20.12. The name of the various projects undertaken on the Larger Land shall be decided by the Promoter alone and shall not be changed at any time. 20.13. The Allottee's ownership right is restricted to the Apartment which he/she/they is/are purchasing under this Agreement. Any revenue that may be generated from the ITP or from the various sectors by whatever means such as leases for hoardings, neon signs etc. shall be received by Promoter alone and the Allottee shall not have any rights in respect thereof. 20.14. The Promoter has informed the Allottee and the Allottee hereby confirms having been informed and understood that the Promoter will avail of, financial assistance from any persons, bank/s and/or financial institution/s against securitisation of the Sector R34/34th Avenue Land and/or the proposed residential building/s and commercial apartments of Larger Project thereon and/or any receivables therefrom. The security interest created over the Sector R34/34th Avenue Land and the buildings of Project will be released, by the Promoter, at the entire cost and expense of the Promoter, from time to time, but in any event, prior to the Project Completion. 20.15. The Promoter alone shall have right to allow and grant any kind of rights to the third person/s in respect of the infra-structures, amenities, facilities and utilities of the ITP on such terms and conditions which Promoter may deem fit and proper and the allottees shall not have any right to interfere with and/or object to the same. 20.16. The Promoter has availed project finance/construction finance/credit facility from AXIS BANK LIMITED and has created a charge in respect of the Sector R34/34th Avenue Land. The Promoter has informed the Allottee/s and the Allottee hereby confirms having been informed and understood that the Promoter has availed of, or will avail of, financial assistance from any persons, bank/s and/or financial institution/s against securitisation of the Sector R34/34th Avenue Land, Sector R34 Phase – I Project Land
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	and/or said Project and/or any receivables therefrom. The security interest created over the Sector R34 Phase – I Project Land will be released, by the Promoter, at the entire cost and expense of the Promoter, from time to time, but in any event, prior to the completion of all the Subsequent Multiple Phases to be developed on the Sector R34/34th Avenue Land. 20.17. If the Allottee chooses to avail financial assistance from any bank/financial institution to acquire the Apartment, it shall be the sole obligation and liability of the Allottee to repay and discharge the loan amount and all sums including but not limited to interest, penalties and charges thereon. However, if there is any delay, in payment to the Promoter of any instalment of the consideration, by such bank/financial institution, the same shall be construed a breach and default by the Allottee of this Agreement and the consequences of breach as envisaged in this Agreement shall follow.
21.1 (a) to (d)	(a) The Allottee represents that he/she/they is/are well aware that the Promoter is developing the buildings/shops in the Project and proposed residential building/s and commercial premises in Subsequent Multiple Phases. (b) Any business which causes nuisance to the occupants of the Project including but not limited to beer shop, liquor shops, wine shops, gaming parlours, hookah parlours, pubs etc. shall not be permitted. In case if any Allottee desires to carry out such a business then the Allottee shall procure prior written permission of the Promoter prior to handing over of the Project and pursuant to the handing over of the Project by the organization formed. (c) In case if an Association of Apartment owners/condominium is formed then permission of 2/3rd majority of the members have to be obtained. In case if a Co-operative Housing Society is formed then a resolution has to be passed as required under the provisions of Maharashtra Co-operative Society Act. (d) The Promoter/Organization as the case may be shall be entitled to deny the application for carrying out such business and shall not be required to provide any reason for such rejection. The decision of the Promoter/Organization shall be final and binding on the Allottee.
21.1 (i)	(i) Not to exhibit, inscribe, paint or affix any sign, advertisement, notice on any portion of the buildings of Project and proposed residential building/s of Subsequent Multiple Phases or the Apartment save and except the specified area outside his/her/their Apartment without the prior written consent of Promoter in each instance. A plan of all signage or other lettering proposed to be exhibited, inscribed, painted or affixed shall be prepared by Allottee in conformity with building standard signage requirements and submitted to Promoter for its consent. The Promoter shall have sole discretion to approve or reject the same. All signage or other lettering which has been approved by the Promoter shall thereafter be installed by the Allottee at the specific location/area and within the prescribed dimensions as specified by the Promoter and the said installation shall be done by the Allottee/s at his/her/their sole cost and expense. The Allottee shall not damage or deface the Apartment in installing or removing signage and shall repair any damage to the Apartment/Building caused by such installation or removal.
21.1 (m)	(m) To abide the rules and regulations laid down by Township Maintenance Agency.
21.1 (r)	(r) The Allottee represents that the Allottee undertakes to maintain and operate, at the Allottee's cost and expense, the Sewage Treatment Plant (STP), Rain Water Harvesting System, Fire Fighting System, and any other similar systems located at various locations on Sector R34/34th Avenue Land from the date of handover of operations of buildings(for which the Occupation Certificate is obtained), Common Areas and Amenities and Utilities and Services to the Organization of the Larger Project. This

	maintenance and operation shall be in conformity with the rules and regulations governing such systems. The Allottee, together with the Organization of the Larger Project, shall indemnify and hold the Promoter/PMRDA harmless from any liability arising out of the non-functioning or legal violations related to the STP, Rain Water Harvesting System, Fire Fighting System, or other systems located on Sector R34/34th Avenue Land.
23 to 28	23. CONSENT FOR MORTGAGE The Allottee hereby gives his/her/their express consent to the Promoter to raise any loan against the security by mortgage of the whole or part of the Sector R34/34th Avenue Land, the under construction/constructed buildings in the Project, and to mortgage the same with any bank/s, financial institutions or any other party. This consent is on an express understanding that any charge on the said premises shall be cleared by the Promoter at their expense before the said Apartment is handed over to the Allottee/s. 24. SECURITIZATION OF THE TOTAL CONSIDERATION The Allottee hereby grants his/her/their irrevocable consent to the Promoter to securitize the Total Consideration and/or part thereof and the amounts receivable by the Promoter hereunder and to assign to the banks/financial Institutions the right to directly receive from the Allottee the Total Consideration and/or part thereof and/or the amounts payable herein. It is further agreed that any such securitization shall not lead to an increase in the Total Consideration paid by the Allottee for the apartment and any payment made by the Allottee to the Promoter and/or any bank or financial institution nominated by the Promoter in writing, shall be treated as being towards the fulfilment of the obligations of the Allottee under this Agreement to the extent of such payment. 25. CREATION OF THIRD PARTY RIGHTS 25.1 BY THE PROMOTER: After the Promoter executes this Agreement, 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 in the said Apartment. 25.2 BY THE ALLOTTEE: (i) The Allottee shall be entitled to transfer his/her/their right under this Agreement to any person or party provided however the Allottee and the new Allottee shall jointly inform the Promoter in respect thereof with a clear covenant on the part of the new Allottee undertaking to adhere to the terms and conditions of this Agreement and also the bye laws of the Organisation. The Allottee shall be entitled to effect such transfer only if the Allottee has till then not defaulted in making any payments payable to the Promoter. (ii) However, the Allottee agrees and undertakes to cause the new Allottee to execute/register the deed, document, agreement or writing as may be requested by Promoter to record the transfer as mentioned hereinabove. (iii) Stamp duty or other charges as may be applicable on any transfer/addition shall be paid by the transferor/transferee. The Allottee shall indemnify and keep indemnified the Promoter against any action, loss, damage or claim arising against Promoter for non-payment of such stamp duty and requisite charges. (iv) The transfer shall be allowed only subject to clearing all the sums that shall be due and payable to the Promoter. The Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations/transfer. 26. REDEVELOPMENT OF THE BUILDINGS IN LARGER PROJECT: In the event the buildings in the Larger Project to be developed on Sector R34/34th Avenue Land become dilapidated and are required to be demolished and reconstructed,

	then the redevelopment of the same shall be undertaken on the following terms and conditions: (a) The Allottee's right shall be restricted to the FSI consumed for the Apartment; (b) Unconsumed balance FSI, additional FSI/paid FSI and any other benefits of all kind of the Project is and shall be the property of Promoter alone, which it can consume anywhere on the Larger Land at the sole discretion of the Promoter; (c) If the Allottee needs additional FSI for redevelopment, they may purchase it from the Promoter (if available with it) at the then prevailing rate; (d) The redevelopment plan should be approved in writing by the Promoter. If the redevelopment plan is in accordance with the Township policies and does not disturb elevation of Township and does not affect the rights of the Promoter and other organisations, then the Promoter shall not withhold its permission/approval; (e) The redevelopment work will be done by the Promoter at the then actual development and construction costs and terms and conditions agreed between the Promoter and the Organisation; (f) If the Promoter is unable to redevelop and thus gives its NOC for allowing any other Promoter to redevelop, then the Allottee may get their Sector redeveloped through any other Promoter without affecting the rights of the Promoter in any manner whatsoever. 27. MISCELLANEOUS 27.1. Provision for separate water supply – (a) The Promoter has acquired rights in the land pertaining to S. Nos. 198/3/2, 198/2/1 and 198/2/2 which is adjacent to Pavana River, for Jackwell for supplying water to all Sectors of the Township. The Promoter has further purchased land bearing S. Nos. 27, 28, 29, 30 & 31 for laying water pipe line from the river Pavana to the Township. The said water pipe line is laid down for 3.0 Kilometers for the purpose of providing water supply to the residents of all the present and future Sectors of the said Township. The Promoter shall make necessary arrangements for providing water to the buildings of Phase-I and Subsequent Multiple Phases. However, in case of non-availability of water or insufficient water supply from the Irrigation Department or any other Authority and if the necessary arrangement of water is required to be done from outside sources either through tankers or from any other source, then in such case the allottees shall bear all costs and expenses of water tankers (i.e. cost of transport and water) and the same will be part of common maintenance charges. The allottees and the Organization of Larger Project Land will have to pay the said cost of water supply as maintenance charges. The Promoter shall not be liable to pay any amount towards water charges or towards expenses for procuring water. 27.2. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Apartment, the said Larger Land, Sector R34/34th Avenue Land, Sector R34 Phase – I Project Land or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him/her/them. The said buildings of Project, Subsequent Multiple Phases and the Sector R34/34th Avenue Land will remain the property of the Promoter until all the buildings/shops of Project and proposed residential building/s and/or commercial premises forming a part of Subsequent Multiple Phases are transferred to the Organization of Larger Project in the manner set out in this Agreement. 27.3. The Allottee confirms that the Allottee has visited and has physically seen the Sector R34 Phase – I Project Land and is not entering into this Agreement solely on the basis of any advertisement, information, brochure or oral representation concerning the said Apartment or the said Project.
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	be part of common maintenance charges. The allottees and the Organization of Larger Project Land will have to pay the said cost of water supply as maintenance charges. The Promoter shall not be liable to pay any amount towards water charges or towards expenses for procuring water. 27.2. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Apartment, the said Larger Land, Sector R34/34th Avenue Land, Sector R34 Phase – I Project Land or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him/her/them. The said buildings of Project, Subsequent Multiple Phases and the Sector R34/34th Avenue Land will remain the property of the Promoter until all the buildings/shops of Project and proposed residential building/s and/or commercial premises forming a part of Subsequent Multiple Phases are transferred to the Organization of Larger Project in the manner set out in this Agreement. 27.3. The Allottee confirms that the Allottee has visited and has physically seen the Sector R34 Phase – I Project Land and is not entering into this Agreement solely on the basis of any advertisement, information, brochure or oral representation concerning the said Apartment or the said Project. 27.4. The Allottee hereby declares that he/she/they has/have gone through this Agreement and all the documents related to the said Apartment and the Sector R34/34th Avenue Land, Sector R34 Phase – I Project Land and has expressly understood the contents, terms and conditions of the same and the Allottee after being fully satisfied has entered into this Agreement and further agrees not to raise any objection in regard to the same. 27.5. For the purpose of this transaction, the details of PAN of the Promoter and the Allottee are as follows:- (i) PROMOTER'S PAN – AABC15807K (ii) ALLOTTEE'S PAN - _____ 28. WAIVER 28.1. No forbearance, indulgence, relaxation or inaction by the Promoter at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice its rights to require performance of that provision and any waiver or acquiescence by them of any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents. 28.2. Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of the Promoter.
37	37. INDEMNITY The Allottee hereby covenants with the Promoter to pay from time to time and at all times the amounts which the Allottee is liable to pay under this Agreement and to indemnify and keep indemnified the Promoter and its agents and representatives, at all times against any expenditure, loss or expense arising from any claim, damages, claims, suits, proceedings, expenses, charges that the Promoter may suffer as a result of non-payment, non-observance or non-performance of the covenants and conditions stipulated in this Agreement and/or on account of unauthorised alteration, repairs or wrongful use etc. to the said Premises, including the amount expended on litigation in

	enforcing rights herein and/or on account of or occasioned by any accident or injury to the Allottee or his/her/their representatives or any person/s visiting the Allottee or his/her/their family, guests or visitors or staff, or all persons claiming through or under the Allottee, before or after taking possession of the said premises and during the occupation, use and enjoyment of the said buildings in Project, the Sector R34 Phase – I Project Land, Sector R34/34th Avenue Land and the Common Areas and Amenities.		
39	39. JURISDICTION The appropriate Authority/Courts at Pune, as applicable, will have jurisdiction in the matter.		
Fifth Schedu le	<u>FIFTH SCHEDULE</u> (said Consideration)		
	Sr. No.	Milestone	Amount
	1.	At the time of booking	9.90%
	2.	On Registration within 30 days of booking	10.10%
	3.	On Commencement of Excavation	10%
	4.	On Commencement of Foundation	10%
	5.	On completion of Plinth Beam	5%
	6.	On completion of 1st Slab	5%
	7.	On completion of 4th Slab	5%
	8.	On completion of 8th Slab	5%
	9.	On completion of 12th Slab	5%
	10.	On completion of 16th Slab	5%
	11.	On completion of 20th Slab	5%
	12.	On completion of 24th Slab	5%
	13.	On completion of Terrace Slab (28th slab)	5%
	14.	On completion of Internal Plaster	5%
	15.	On completion of Flat Flooring Work	5%
	16.	On offer of possession	5%
	Total Consideration	0/-	

For KOLTE-PATIL INTEGRATED TOWNSHIPS LIMITED

Authorised Signatory

