


Mr. K. S. Kulkarni

Letter of Intent (LOI)

Date:

To:

[Name and Address of Allottee]

Dear Sir/Madam,

Re: Earmarking of proposed Flat No. planned to admeasure about square meters Carpet Area (as per RERA), with an attached balcony of square meters, cupboard of square meters, flower bed of square meters, service slab of square meters, terrace of square meters, natural terrace of square meters, on the habitable floor in the proposed building "**RSM Athena**" ("**said Flat**"), in the project to be known as "**RSM Athena**", being developed upon the Plot No. 338, Sector 19 situate at Village Ulwe, Taluka Panvel, District Raigad – 410206.

1. You have approached and requested us to earmark, in your favour, the said Flat.
2. We have considered your request and have agreed to earmark in your favour the said Flat at or for a total consideration of Rs./- (Rupees Only) ("**Purchase Price**"). The Purchase Price is payable as per the Schedule of Payment set forth hereto and marked as **Annexure 'A'**. You are liable to pay to us all instalments of the Purchase Price within 15 (fifteen) days from the respective dates of demand made on you by us together with all taxes (time being of the essence).
3. For provisional earmarking of the said Flat, you have deposited (interest free) with us, a sum of Rs./- (Rupees only) ("**Booking Amount**") being a booking amount plus taxes thereon, the details whereof is as shown in **Annexure 'B'**.
4. (a) The detailed terms and conditions for the sale and allotment of the said Flat are recorded in the Agreement for Sale ("**Agreement for Sale**") draft of which has been prepared by us and shown to you. The Agreement for Sale will be executed and registered as and when called upon by us. The Booking Amount will be adjusted by us, towards the Purchase Price, on your executing and registering the Agreement for Sale.

(b) The Agreement for Sale records and contains inter-alia (i) the details of the Common Areas & Amenities, (ii) the details of the amenities proposed to be provided in the said Flat, and (iii) the other charges and deposits payable by you.

(c) All stamp duty, registration charges and other incidental charges payable in respect of the execution and registration of the Agreement for Sale shall be borne and paid solely by you.
5. (a) If you fail to execute and register Agreement for Sale within period of 30 (thirty) days as and when called upon by us then you shall be in breach of this LOI and we shall be entitled to terminate this LOI and earmarking of the said Flat without any notice to you.

(b) On termination of this LOI, we shall refund to you the Booking Amount after deducting (i) pre-estimated liquidated damages (which you and we consider to be reasonable, and not as a penalty) equivalent to 50% (fifty percent) of the Booking Amount, and (ii) accrued taxes.

(c) Notwithstanding anything to the contrary herein, the aforesaid refund by us shall be made only after expiry of 30 (Thirty) days from the date on which such refund becomes

due to you. The refund shall be made by issuance of cheque in your name (in the name of the first named person) or by directly crediting your bank account.

6. This Project "RSM Athena", in which the said Flat is a part thereof, has been registered with the Real Estate Regulatory Authority at Mumbai bearing no, as per RERA.

7. (a) This writing is merely an acknowledgement of an earmarking of the said Flat on the terms hereof, and is not, and shall never be deemed to be, and does not purport to be, an Agreement for Sale of the said Flat by us, to you.

(b) This writing does not create, vest, or transfer, to you any right or interest whatsoever in the said Flat and/or Project.

(c) This LOI shall cease to operate and be of no effect either upon its termination, or upon the execution and registration of the Agreement for Sale.

(d) This LOI and earmarking of the said Flat are non-transferable and non-assignable by you under any circumstances thereof.

8. All notices and other communications to be given under this LOI shall be in writing and delivered (i) by hand against receipt, or, (ii) by Registered Post A.D, or (iii) Email, addressed to you at the following address. Change in your address/email, if any, to be communicated by you in writing to us. If the change of your address is not communicated to us, the service of all notices and communication made by us to your address mentioned hereunder, shall be construed as a good service on you even if the same is received by us with remark "Premises closed", and you shall not raise any issue/dispute thereupon.

To: [.....]

Address: [.....]

E-mail: [.....]

9. By countersigning this LOI you bind yourself to all the terms and provisions hereof, and also agree, acknowledge, accept and confirm that you have accepted all facts, disclosures, terms and conditions set out herein, and undertake not to raise any objection in respect thereof under any circumstances whatsoever. Failure of adherence to the terms of this LOI shall be a breach committed by you hereunder.

Yours faithfully,

For RSM Colonisers,

Authorised Signatory

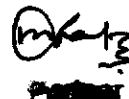
I/We hereby agree and confirm

(Allottee)

Annexure "A"
(Payment Schedule)

Annexure "B"
(Booking Amount)

For RSM COLONISERS



M. Katz

Partner

AGREEMENT FOR SALE

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

BETWEEN

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

AND

Mr. / Ms. / Mrs. of, Indian Inhabitant/s having his / her / their address at, hereinafter referred to as the **"Allottee/s"** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, an individual or individuals, his, her or their respective heirs, legal representatives, executors, administrators, successors and permitted assigns) of the **Other Part**.

Whereas:

(i). City and Industrial Development Corporation of Maharashtra Limited, a company incorporated under the Companies Act, 1956 (I of 1956) (hereinafter referred to as **"CIDCO"**) and having its registered office at Nirmal, 2nd Floor, Nariman Point, Mumbai-400 021 and has been declared as a New Town Development Authority under the provision of Sub Section (3A) of Section 113 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra Act No.-XXXVII of 1966) (hereinafter referred to as **"MRTP Act"**) for the New Town of Navi Mumbai by the Government of Maharashtra in the exercise of its powers for the area designated as site for a New Town under Sub-Section (1) of Section 113 of the MRTP Act;

(ii). The State Government has acquired lands within the delineated area of Navi Mumbai and vested the same in CIDCO by an Order duly passed by the State Government in that behalf as per the provisions of Section 113 of the MRTP Act;

(iii). The CIDCO, by virtue of being the Development Authority has been empowered under Section 113 of the said MRTP Act to dispose of any land acquired by it or vested in it in accordance with the proposal approved by the State Government under the MRTP Act;

(iv). The CIDCO upon acquiring the land jointly owned and held by Mr. Maruti Dattu Mhatre, Mr. Atmaram @ Appa Dattu Mhatre and Smt. Changunabai Gajanan Patil (hereinafter collectively referred to as the “**Original Licensees**”), allotted to the Original Licensees, a plot of land under erstwhile 12.5% Gaothan Expansion Scheme, against their land acquired for the New Town of Navi Mumbai, bearing Plot No. 338 in Sector No. 19, Village-Ulwe, Taluka-Panvel, District-Raigad, admeasuring approximately 1049.98 Square Meters and more particularly described in the **First Schedule** hereunder written (hereinafter referred to as “**Project Land**”) on the terms and conditions including the conditions of lease of the Project Land as set out therein;

(v). By and under the Agreement to Lease dated 9th January, 2014, registered in the Office of the Sub-Registrar of Assurances at Panvel-3 under Serial no. 229 of 2014, (hereinafter referred to as the “**Agreement to Lease**”) made by and between CIDCO as the Corporation of the One Part and the Original Licensees of the Other Part, CIDCO agreed to demise the Project Land for the purpose of constructing building/buildings thereon for residential use at or for the premium specified therein (which was paid in full to CIDCO as recorded therein), and at the annual lease rent, and upon the other covenants and conditions therein recorded and contained;

(vi). In pursuance of the acceptance by CIDCO of an application made by the Original Licensees, CIDCO by and under the Tripartite Agreement dated 14th February, 2014, made by and between CIDCO of the One Part, the Original Licensees of the Second Part and the Promoter herein, M/s Vastushree Enterprises and Mr. Himatlal Muraji Khatia as the New Licensees of the Third Part (hereinafter referred to as the “**New Licensees**”), registered in the Office of the Sub-Registrar of Assurances at Panvel under Serial no. PVL-4-1835 of 2014 (hereinafter referred to as the “**First Tripartite Agreement**”), agreed to transfer and assign the right, title, and interest of the Original Licensees under the Agreement to Lease unto the New Licensees upon the terms and conditions mentioned therein.

(vii). In pursuance of an application made by the New Licensees to CIDCO by submitting the certified copy of the First Tripartite Agreement, CIDCO vide its letter bearing no. CIDCO/VASAHAT/12.5% SCHEME/ULWE/DAPOLI-15/2014 dated 18th February, 2014, transferred and assigned the license in respect of, and the entitlement to a lease of, the Project Land to the New Licensees.

(viii). In pursuance of the acceptance by CIDCO of an application made by the New Licensees, CIDCO by and under the Tripartite Agreement dated 2nd April, 2014, made by and between CIDCO of the One Part, the New Licensees of the Second Part and the Promoter herein of the Third Part, registered in the Office of the Sub-Registrar of Assurances at Panvel under Serial no. PVL-2-4266 of 2014 (hereinafter referred to as the “**Second Tripartite Agreement**”), agreed to

transfer and assign the right, title, and interest of the New Licensees under the Agreement to Lease unto the Promoter herein upon the terms and conditions mentioned therein.

(ix). In pursuance of an application made by the Promoter to CIDCO by submitting the certified copy of the Second Tripartite Agreement, CIDCO vide its letter bearing no. CIDCO/VASAHAT/12.5% SCHEME/ULWE/151/2014/997 dated 1st July, 2014, transferred and assigned the license in respect of, and the entitlement to a lease of, the Project Land to the Promoter.

(x). By virtue of the aforesaid Agreement to Lease, First Tripartite Agreement and Second Tripartite Agreement, the Promoter is absolutely seized and possessed of and well and sufficiently entitled to the Project Land including to develop the Project Land and to construct thereon a residential-cum-commercial building/s.

(xi). The Promoter intends to develop the Project Land, which inter alia, involves: (a) the construction of a residential-cum-commercial building, proposed to be ground, podium and 13 (thirteen) habitable upper floors (hereinafter referred to as the **“Building”**), with the areas, amenities and facilities to be developed upon the Project Land, as a part of the Project, which are intended for the common use of, inter alia, the allottees, purchasers, owners and occupants, from time to time of the flats and premises, which are more particularly described in the Statement annexed hereto and marked **Annexure ‘A’** (hereinafter referred to as the **“Common Areas & Amenities”**), by utilisation of the FSI (defined hereinafter) as the Promoter deems fit, in its discretion, and (b) the allotments and sales, by the Promoter of the Premises in the Project, on an “ownership basis” under the applicable provisions, from time to time, of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as **“MOFA”**) (as applicable) and the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as **“RERA”**), and/or the grant of leases, tenancies, licences, and/or any other alienation or disposed of flats and premises, as the Promoter deems fit, in its discretion. (hereinafter collectively referred to as the **“Project”**).

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

(xiii). The Promoter has appointed a Structural Engineer “M/s S.V. Patel & Associates” (hereinafter referred to as **“Project Engineer”** and includes, any Engineer that has been appointed, from time to time by the Promoter in relation to the Project) for the preparation of the

structural design and drawings of the project. The Promoter accepts the professional supervision of the Project Architect and the Project Engineer till the completion of the Project.

(xiv). In respect of the Project, the Promoter has obtained approvals as per the plans sanctioned and the development permission granted by the CIDCO vide Commencement Certificate bearing number CIDCO/BP-13164/TPO(NM & K)/2015/1060, dated 22/09/2015, including such additions, modifications, revisions, alterations therein, if any, from time to time as may be approved by the Planning Authorities. Copy of the commencement certificates are annexed herewith as **Annexure ‘C’**.

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

(xvi). And whereas by virtue of the aforesaid Agreements and Permissions, the Promoter has sole and exclusive right to sell the Flats and Shops in the Building to be constructed by the Promoter on the Project Land and to enter into Agreement(s) with the Allottee/s of the Flats and Shops therein, and to receive the sale price in respect thereof.

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

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

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

(xx). And whereas the authenticated copies of the plans and specifications of the Flat agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed and marked as **Annexure ‘E’**.

(xxi). And whereas the Promoter has got the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the Building so as to obtain Building Completion Certificate or Occupancy Certificate of the Building.

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

(xxiii). And whereas the Promoter has accordingly commenced construction of the Building in accordance with the sanctioned plans.

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

(xxv). And whereas the carpet area of the Flat is _____ Square Meters as per RERA, excluding the following area-

The area of the Balcony Square Meters

The area of the Cupboard Square Meters

The area of the Flower Bed. Square Meters

The area of the Service Slab Square Meters

The area of the Terrace Square Meters

The area of the Natural Terrace Square Meters

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

(xxvii). And whereas prior to the execution of these presents, the Allottee/s has/have paid to the Promoter a sum of _____ (**Rupees** _____ **Only**), being part

payment of the sale consideration/Purchase Price of the Flat agreed to be sold by the Promoter to the Allottee/s, as advance payment or application fee (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee/s have agree/s to pay to the Promoter the balance of the sale consideration/Purchase Price in the manner hereinafter appearing.

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

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

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

(1). The Promoter shall construct the Building to be known as **“RSM Athena”** consisting of ground, podium and 13 (Thirteen) habitable upper floors on the Project Land in accordance with the plans, designs and specifications approved by the relevant authorities and which have been seen and approved by the Allottee/s, with only such variations and modifications as the Promoter may consider necessary or as may be required by the concerned local authority/Government to be made in the Project, provided that the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of such variations or modifications which may adversely affect the Flat of the Allottee/s except any alteration or addition exempted by authority or under law.

(a). The Allottee/s hereby agree/s to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s the Flat bearing No. _____ on the _____ Floor of the Building known as **“RSM Athena”** (hereinafter referred to as **“Flat”**) and more particularly described in the **“Second Schedule”** hereunder written and as shown on the floor plan thereof, hereto annexed and marked as **Annexure ‘E’** for a lump sum price of _____ (Rupees _____ Only) (hereinafter referred to as the **“Purchase Price”**) including the proportionate price of the common areas and amenities, and facilities appurtenant to the Flat. The nature, extent and description of the common areas and facilities in respect of the Project are more particularly described in the Annexure hereunder.

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

Sr.	Time for Payment	%	Amount
1	Booking Amount		Rs._____/-
2	On or before Execution of this Agreement		Rs. _____/-
3	On Completion of the slabs including podium and stilt of the Building	(70%-Sr.1 & 2)	Rs. _____/-
4	On Completion of the walls, internal plaster, floorings, doors and windows of the Flat	5%	Rs. _____/-
5	On Completion of the sanitary fittings, staircases, lift wells, lobbies up to the floor level of the Flat	5%	Rs. _____/-
6	On Completion of the external plumbing and external plaster, elevation, terraces with waterproofing of the Building	5%	Rs. _____/-
7	On Completion of the lifts, water pumps, electrical fittings, electro, mechanical and environmental requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements	10%	Rs. _____/-
8	On Possession	5%	Rs. _____/-
	Total :		Rs. _____/-

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

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

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

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

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

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

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

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

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

(3). Common Areas & Amenities-

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

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

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

Sr.No		Particulars
1	(a)	Share Money
	(b)	Outgoings for 1 year as interest free security deposit
2	(a)	Entity & Organisation Formation charges

	(b)	Legal & Documentation charges
	(c)	Outgoings for one year in advance
	(d)	Infrastructure development charges
	(e)	Water supply connection charges
	(f)	MSEB charges

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

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

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

(6). The Promoter hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the relevant local authority at the time of sanctioning the plans or thereafter, and shall before handing over possession of the Flat to the Allottee/s, obtain from the concerned local authority, occupation and/or completion certificates in respect of the Flat. Notwithstanding anything to the contrary contained herein, the Allottee/s shall not be entitled to claim possession of the Flat until the occupation certificate is received from the local authority and the Allottees has/have paid all the dues payable under this Agreement in respect of the Flat to the Promoter and has/have paid the necessary maintenance amount/deposit, service tax, vat and other taxes payable under this

agreement of the Flat to the Promoter and has/have complied with any other obligations under this Agreement.

(7). Time is of the essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the Project and handing over the Flat to the Allottee/s and the Common Areas & Amenities to the Entity & Organisation (defined hereinafter) of the Allottee/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the instalment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters as provided in Clause 1(b) herein above ("Payment Plan").

(8). The Promoter hereby declare that the Floor Space Index available as on date in respect of the Project Land is 1572.980 Square Meters only. The Promoter has disclosed the Floor Space Index of 1.5 as proposed to be utilized by him on the Project Land in the Project and Allottee/s have agreed to purchase the Flat based on the proposed construction, and sale of Flat to be carried out by the Promoter by utilizing the proposed Floor Space Index (FSI) and on the understanding that the declared proposed FSI shall belong to Promoter only.

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

(10). The Promoter has notified the Allottee/s and the Allottee/s is/are aware that there will be no allotment of car-parking spaces to any of the purchasers and allottees of flats and premises, and/or any specific car-parking spaces attached to any flats and premises in the Building. All car-parking spaces will be handed over by the Promoter to the Entity & Organisation on the Completion of Project, which will formulate its own parking rules and regulations, including in respect of the use and enjoyment. The Allottee/s shall observe and perform all the rules and regulations which the Entity & Organisation (defined hereinafter) formulates, from time to time. The Allottee/s further agree/s and acknowledge/s that until the Parking Spaces are handed over by the Promoter to the Entity & Organisation (defined hereinafter), the same shall be under the

sole, exclusive and absolute charge, control and possession of the Promoter, and/or the PMC (if appointed by the Promoter), who shall be entitled to inter alia, frame, and implement, rules and regulations in respect thereof, including in respect of the use thereof

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

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(12). The Allottee/s confirms that if and when he/she/they/it is/are permitted to enter upon the Flat, after the Date of Possession (defined hereinafter), the Allottee/s shall have and/or be deemed to have taken full, complete and detailed inspection thereof and approved the same in all respects and it shall be deemed to have been completed in all respects in accordance with the terms and conditions of this Agreement and consequently, the Promoter shall be discharged from its liabilities, responsibilities and obligations with regard to the same.

(13). The Promoter shall confirm the final carpet area (as per RERA) that has been allotted to the Allottee/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area (as per RERA), subject to a variation cap of three percent. The total Purchase Price payable for the carpet area (as per RERA) shall be recalculated upon confirmation by the Promoter. However, if the carpet area (as per RERA) of the constructed Flat increases or decreases over and above the variation/tolerance referred above, the Purchase Price shall vary accordingly, that is: (i) if there is a reduction, the amount reduced shall be adjusted by Promoter at the time of offering possession of the said Flat, and (ii) if there is an increase, then the increased amount

shall be payable by Allottee/s to the Promoter prior to taking possession of the said Flat. It is clarified that the payments to be made by the Promoter/Allottee/s, as the case may be, under this clause, shall be made at the same rate per square meter on pro-rate/ proportionate basis as agreed in Clause 1(a) of this agreement.

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

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

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

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

(16). In the event the Allottee/s fail/s to take possession within the specified time, the Allottee/s shall be liable to pay maintenance charges as applicable and further if the Allottee/s refuse/s to take possession of the Flat, the same shall be a Allottee/s Event of Default. Without prejudice to its right of termination in such a case, the Promoter may, in its discretion, condone the delay, and/or default, by the Allottee/s on the condition that the Allottee/s bear and pay to the Promoter the balance payments due on such dates with interest as may be levied and at such intervals as the Promoter directs and the Allottee/s is/are in full compliance with its obligations under this Agreement. Further, the Allottee/s agree/s that notwithstanding that the Promoter may

have condoned the Allottee/s delay as aforesaid, the Allottee/s shall have no right or any claim in respect of any defects, or shortcomings in the construction, design, specification, building materials, etc. of the Flat and the Building and he/she/they/it shall be deemed to have irrevocably confirmed that he/she/they/it is/are fully satisfied in respect thereof.

(17). The Promoter shall offer possession of the Flat to the Allottee/s on or before **31st March 2020**. The Promoter shall address the written communication to the Allottee/s under which the Promoter shall offer possession of the Flat. The date mentioned in the written communication on which possession will be offered is hereinafter referred to as the “Date of Possession”.

(18). The Promoter shall endeavor to take all such steps and precautions necessary to achieve construction, completion as contemplated herein. However, if on account of Force Majeure Event/s (defined hereinafter), there is any delay or anticipated delay in the Date of Possession, then the Promoter shall not be responsible or liable in any manner, and the same shall both automatically and forthwith stand extended for a period that is equivalent to the period that the Force Majeure Event continues and has continued and an additional period of thirty (30) days thereafter for remobilization, in which case, the Date of Possession shall automatically stand revised to and substituted by the revised Date of Possession as communicated by the Promoter. The Allottee/s shall not object, raise any disputes, and/or protest, and/or hold the Promoter liable for the aforesaid delay and extension of time, and shall not be entitled to, and shall not, make, or raise, any claim, for any damages, compensation, reimbursement of expenses or any other payments, the Allottees’ sole right and remedy in such a case being as provided in Clause 20 hereinbelow.

(19). In this agreement “Force Majeure Event” means and includes any: (1) acts of God, wars, police actions, or hostilities (whether declared or not), invasions, acts of foreign enemies, rebellions, terrorism, revolutions, insurrections, military or usurped powers, or civil wars, riots, commotions, disorders, strikes or lockouts, munitions of war, explosive materials, ionising radiation or contamination by radioactivity, and natural catastrophes, (2) breach, delay or default of the Allottee/s in complying with his/her/their/its obligations, duties and liabilities under this Agreement and/or Applicable Law, (3) hindrance, interference, or obstruction, suffered by the Promoter, in relation to the Project Land, or any part thereof, and/or the development of the Project Land, and/or the Project, (4) claim, dispute, or litigation, which affects the Project Land, or any parts thereof, and/or the Project, (5) notice, order, judgement, decree, rule, regulation, notification or directive, and/or policies of, governmental authorities and/or terms and conditions or any Approvals, which affects the Project Land, and/or the development thereof, and/or the Project, (6) prohibitory order being passed by any governmental authorities, which affects, or hinders, the Project Land, and/or the development thereof or any part thereof, and/or the Project, (7) delay or refusal in issue of any Approvals, including occupation certificate/s, as may be required in respect of the Project, and/or the Building, and/or the Common Areas & Amenities to

be issued by any governmental authority, and (8) non-availability, or short, or infrequent, supply, of steel, cement, other building materials, water or electric supply/connections, or drainage/sewage connections or labour, workers etc.; not due to a default by the Promoter.

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

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

(22). If the Allottee/s has opted to terminate this Agreement, and has terminated the same in strict accordance with Clause 20, then the Promoter shall refund to the Allottee/s the Purchase Price installments and other charges & deposits but not the taxes already paid to government, received and realised by the Promoter together with interest specified in the RERA and the Rules made thereunder. In a situation of termination other than by virtue of Force Majeure Event, the Promoter shall additionally pay one-time fixed pre-estimated liquidated damages which shall be equivalent to five per-cent (5%) of the Purchase Price, of the Flat (which the Parties consider to be reasonable, and not as a penalty), and no other penalties, damages or liabilities. The aforesaid amounts shall be refunded/paid within thirty (30) days from the same being due. The date of the Allottee/s aforesaid notice of termination shall be and be deemed to be the date on which this Agreement has stood terminated and cancelled, provided that the Promoter may, in its discretion,

require the Allottee/s, as a condition precedent to the aforesaid refund/payments to execute and register a Deed of Cancellation recording such termination and cancellation of this Agreement.

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

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

- a. the Allottee/s delaying, or committing three defaults in payment of any of the amounts payable, agreed to be paid, and/or required to be paid by the Allottee/s, or any part/s thereof on or before respective due dates for payment thereof; and/or,
- b. the Allottee/s committing any breach or default of, or not being in observance, performance, or compliance with any of the terms, conditions, covenants, undertakings, representations and/or warranties contained in this Agreement, and/or as given by him/her/them/it under this Agreement, and/or of any approvals and/or applicable law, etc.; and/or,

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

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

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

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

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

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

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

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

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

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

(iv). The entitlement to use the fitness center and recreational facilities is and shall be personal to the Allottee/s, and is not transferable or assignable in any manner; provided that on the completion of any permitted sale and transfer of the Flat by the Allottee/s, or their assigns to any persons (“**Premises Transferees**”), the Premises Transferees shall solely be entitled to use and enjoy the fitness center and recreational facilities in the place and stead of the Allottee/s (who shall automatically and forthwith cease to be entitled to access, and enjoy the same), subject to the Premises Transferees completing all formalities as may be required of them, at such time. Under no circumstances, shall the Allottee/s or any Premises Transferees be entitled to use, enjoy or access the fitness center and recreational facilities after he/she/they/it have sold and transferred the Flat.

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

(27). The Promoter has made full and true disclosure of the title of the said Land as well as encumbrances, if any, known to the Promoter in the Certificate of Title. The Promoter has also disclosed to the Allottee/s the nature of its right, title and interest or right to construct Building, and also given inspection of all documents to the Allottee/s as required by the law. The Allottee/s

having acquainted himself/herself/themselves with all facts and right of the Promoter and after satisfaction of the same has entered into this Agreement.

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

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

(29). The Allottee/s shall use the Flat or any part thereof or permit the same to be used only for purpose of residence.

(30)(a). On or before the completion of construction of the Building, and/or on receipt of the final approvals in respect thereof (including the final occupation certificate/s in respect thereof), the Promoter shall, in the Promoter's discretion, form and register a co-operative society, and/or any other entity, organisation, association, or body, referred to in, or permitted under, RERA (hereinafter referred to as the **"Entity & Organisation"**) in respect of the Project. The nature and type, of the Entity & Organisation shall be determined by the Promoter in its discretion.

(b). As the Promoter is to acquire a leasehold title to the Project Land, the Building and the Common Areas & Amenities from CIDCO (and assign and transfer the same to the Entity & Organisation, as provided herein) and as CIDCO is a public statutory authority, hence the

development and the development permissions are subject to approvals under the provisions of the specific local laws applicable to CIDCO, the assignment and transfer of title to the Entity & Organisation shall be dependent upon the Promoter acquiring the aforesaid leasehold title in accordance with the relevant law, rules and regulation applicable to CIDCO, whereby the third proviso to Rule 9(4) of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rate of Interest and Disclosures on Website) Rules, 2017 shall apply. Accordingly, upon completion of the Project the Promoter shall apply to CIDCO for execution in its favour of the Lease Deed, in respect of the Project Land, the Building and the Common Areas & Amenities. Upon and after the Lease Deed being executed by CIDCO, and subject to the necessary permissions, approvals and NOC's by CIDCO being granted under the relevant law, rules and regulations applicable to it as referred to in third proviso of Rule 9(4), the Promoter shall execute the Deed of Assignment in favour of the Entity & Organisation under which it shall assign and transfer the lease granted to it under the Lease Deed, and the Project Land, the Building and the Common Areas & Amenities, at the cost of the Entity & Organisation, including premiums payable to CIDCO in respect of the assignment and transfer and the stamp duty, registration charges and other liabilities payable upon the Deed of Assignment. The Deed of Assignment shall always be, inter alia, subject to this Agreement and all other agreements for sale executed with the other purchasers and allottees in the Project, the covenants and conditions of the Lease Deed and the approvals, permissions and NOC's granted and issued by CIDCO in respect of the assignment and transfer thereof, and the rights, interest, easements, powers, authorities, privileges, authorities, vested and reserved herein and therein, unto the Promoter.

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

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

(e). The Allottee/s shall co-operate with the Promoter and shall sign and execute application forms, papers, declarations, documents and other writings for registration of the Entity &

Organisation to be formed and constituted in respect of the Project and for taking up membership thereof, and for obtaining an NOC from CIDCO for execution of the Deed of Assignment in favour of the Entity & Organisation and to deliver the same to the Promoter no later than fifteen (15) Days from the date the same has been forwarded by the Promoter to the Allottee/s, and to attend the office of the Promoter so as to enable the Promoter to register the Entity & Organisation and to obtain the NOC from CIDCO for execution of the Deed of Assignment in favour of the Entity & Organisation.

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

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

(32). The Promoter shall, until the execution of the Deed of Assignment in favour of the Entity & Organisation, be and remain exclusive owner and holder and shall have, entire right, title, interest, benefit, claim and demand in respect of the Project, including all flats and premises therein, and all the FSI so utilised therein; and the Allottee/s interest being solely limited to the Flat; and further until the execution of the Deed of Assignment in favour of the Entity & Organisation, the Promoter alone shall be entitled to all FSI available at present or in future including the balance FSI, the additional FSI available under the Development Control Regulations from time to time and/or by any special concession, modification of present rules and regulations granting FSI, FSI available in lieu of the road widening, set back, reservation by way of Transferable Development Rights or otherwise howsoever.

(33). All purchasers and allottees, from time to time, of flats and premises in the Project, shall be and be deemed to be on the same footing, and have and shall always have the same rights, interests and entitlements as all the other (including initial) allottees and purchasers of the flats and premises, planned from time to time in respect of the Project, they shall be admitted as members of the Entity & Organisation and as a result thereof there may be a modification and

variation to the undivided share appertaining to the Flat in the Common Areas & Amenities. All purchasers and allottees shall be admitted as and made members thereof;

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

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

(36). The Promoter and/or Promoter Affiliates shall in its discretion, control the placement, installation and provision of any types of temporary and permanent signage and hoardings (including neon, backlit and illuminated signage and hoardings) of whatsoever nature upon and in the Project Land and the Building till such time as the Deed of Assignment is executed and registered in favour of the Entity & Organisation to be formed in respect of the Project. Further the Promoter and/or the Promoter Affiliates shall always have full complete and unrestricted access to such hoardings, and signage. Without prejudice to the generality of the foregoing provisions the Promoter and/or Promoter Affiliates shall have full rights, in its/their discretion, to install its/their name/s at one or more places or in or upon the Project Land and/or upon the Building and/or any Common Areas & Amenities, and/or at the entrances and exits thereof. The Promoter and Promoter Affiliates shall always have and reserve/s, to themselves full and free right of way and means and access to such place or places for the purpose of installing, maintaining and replacing such hoardings and signage.

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

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

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

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

d. There are no litigations pending before any Court of law with respect to the Project Land and/or the Project; except Special Civil Suit no. 96/2016 which has been filed by Changanabai Gajanan Patil (one of the Original Licensees) against Maruti Dattu Mhatre and 12 others including the Promoter and is pending in the Court of Civil Judge Senior Division Panvel, District Raigad.

e. All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and Building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, Project Land and Building shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, Building and Common Areas & Amenities;

f. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;

g. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Project Land, including the Project and the Flat which will, in any manner, affect the rights of Allottee/s under this Agreement;

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

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

j. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions,

premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent authorities;

k. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Project Land) has been received or served upon the Promoter in respect of the Project Land and/or the Project.

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

a. To maintain the Flat at the Allottee/s' own costs and expenses in good and tenantable repair, order and condition and to carry out all internal maintenance and repairs to the Flat such that the same is in the same state and condition, as it was on the Date of Possession, and not to do or suffer or permit to be done anything therein including any changes or alterations thereto, and/or to any part of the Building, and/or any of the Common Areas & Amenities which are, or may be, contrary to the terms of this Agreement, and/or rules, regulations, or bye-laws, of the Promoter, and/or the Project Management Consultant ("PMC"), and/or any governmental authorities, and/or the Entity & Organisation in respect of the Project (as and when formed and registered by the Promoter).

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

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

d. To submit plans and specifications in respect of permissible alterations to the Flat and after obtaining Promoter's prior written approval in respect thereof to rectify and make good any unauthorised alterations and/or damage thereto within seven (7) days from the

date of receipt of a written notice from the Promoter, and/or from any governmental authorities, in that regard;

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

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

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

h. The Allottee shall observe and perform all the rules and regulations which the Entity & Organisation (to be formed and constituted in respect of the Project) may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance, and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the Governmental Authorities. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Entity & Organisation (to be formed and constituted in respect of the Project regarding the occupancy and use of the Flat and shall pay and contribute regularly and punctually towards the Taxes, expenses or other out-goings in accordance with the terms of this Agreement.

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

j. On and after the Allottee/s is/are permitted to enter upon the Flat, on or after the Date of Possession, to make suitable arrangement for removal of debris arising out of any interior decoration, renovation, furniture making or any other allied work in the Flat. In

case such debris is not removed by the Allottee/s, the Allottee/s shall pay/reimburse to the Promoter, the cost incurred in the removal of such debris;

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

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

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

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

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

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

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

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

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

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

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

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

(40). It is expressly agreed and confirmed by the Allottee/s that the terraces which are attached to the respective Flat will be in exclusive possession of the said allottee of the Flat and other allottee/s will not in any manner object to the Promoter selling the Flat with an attached terrace with exclusive rights of the said allottee/s to use the said terraces.

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

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

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

(44). This Agreement shall always be subject to the terms and conditions of the First Tripartite Agreement, Second Tripartite Agreement and of the Agreement to Lease and also the lease to be granted by the CIDCO and the rules and regulations, if any made by the CIDCO and/or the Government of Maharashtra and/or any other authority.

(45). The Allottee/s hereby agree/s to pay to the Promoter the stamp duty and registration charges pertaining to this Agreement and also to bear and pay his/her/their proportionate contribution towards the stamp duty and registration charges that may have to be paid in respect

of the Lease Deed/ Deed of Assignment to be executed by the CIDCO in favour of the Entity & Organisation as may be formed by the Allottee/s of the premises in the Building.

(46). It is expressly agreed by and between the parties hereto that notwithstanding anything herein contained, if the CIDCO charges any premium and/or any other amount for the purpose of execution of the Lease Deed by the CIDCO in respect of the Project Land and the Building constructed/to be constructed thereon in favour of the Entity & Organisation or if such Lease Deed is already executed in favour of the Promoter and if any premium or any other amount is required to be paid to the CIDCO for the purpose of obtaining the permission for execution of the Deed of Assignment/Transfer of the said Lease by the Promoter in respect of the Project Land and the Building constructed/to be constructed thereon in favour of such Entity & Organisation, then such premium amount shall be borne and paid by the Allottee/s proportionately. In order to enable such Entity & Organisation to make payment of any premium and/or any other amount that may be demanded by the CIDCO as aforesaid, the Allottee/s hereby agree/s and bind(s) himself/herself/themselves to pay such Entity & Organisation, his/her/their share in such premium and/or amount payable to the CIDCO in proportion to the area of the Flat in the Building.

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

- a. the Project shall always be called/known by the name **“RSM Athena”**, which name shall not be changed without the prior written permission of the Promoter, and thus shall, at all times, be binding upon the Allottee/s, all purchasers and allottees of flats and premises in the Building, and the Entity & Organisation formed in respect of the Project.
- b. all schemes and resolutions affecting or pertaining to the Project, the Project Land, or the Building, the Common Areas & Amenities, or any part/s thereof, made or to be made by the Promoter and/or any governmental authorities, or other persons, or private body/ies, as also all the terms, conditions, covenants, provisions, stipulations and restrictions contained in any approvals.
- c. all the terms, conditions, covenants, stipulations and provisions contained in all the agreements, deeds, documents and writings executed and/or to be executed by and between the Promoter, and/or its predecessors, in respect of the Project Land, and/or between the Promoter and Promoter's Affiliates, and/or between the Promoter, or Promoter Affiliates.

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

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

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

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

(50). If the Allottee/s, before being put in possession of the Flat, desire/s to sell or transfer his/her/their interest in the Flat or wishes to transfer or give the benefit of this Agreement to some other person, the same shall be done only after the Allottee/s obtain/s the prior written permission of the Promoter in that behalf. In the event of the Promoter granting such consent, the Allottee/s shall be liable to and shall pay to the Promoter such sums as the Promoter may in its absolute discretion determine by way of the transfer charges and administrative and other costs, charges, expenses pertaining to the same, provided however that such transferee(s)/assignee(s) of the Allottee/s shall always be bound and liable by the terms, conditions and covenants hereof and on the part of the Allottee/s to be observed, performed and complied with. All the provisions of this Agreement shall ipso facto and automatically apply mutatis mutandis to such transferee(s)/assignee(s) also. The Allottee/s and the persons to whom the Flat is permitted to be

transferred with the written consent of the Promoter, shall observe and perform bye laws and/or the rules and regulations of the Entity & Organisation, as and when formed and the additions, alterations or amendments thereof and shall also observe and carry out the building rules and regulations and the by-laws for the time being of the municipal council and/or public bodies. The Allottee/s and persons to whom the Flat is allowed to be transferred shall observe and perform all the stipulations and conditions laid down by such Entity & Organisation, regarding the occupation and use of the Flat and the Building and shall pay and contribute regularly and punctually towards rates, cess, Taxes and/or expenses and all other outgoings.

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

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

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

(54). After the Promoter execute this Agreement for sale, they shall not mortgage or create a charge on the Flat and if any such mortgage or charge is made or created then notwithstanding

anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has\have taken or agreed to take such Flat.

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

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

(57). The Allottee/s hereby agree/s and undertake/s to indemnify and keep indemnified and saved harmless at all times, the Indemnified Parties, against all loss or damage, and/or any suits, actions, proceedings or notices that they, or any of them, may sustain and suffer, and all costs, charges and expenses, that they, or any of them, may incur by reason, or as a result of: (a) any failure, breach, default, non-observance, or non-performance, or non-compliance by the

Allottee/s of any of the terms, conditions and provisions of this Agreement, and/or (b) any accident or injury caused to, or suffered by, the Allottee/s, or his/her/their/its family members, guests, servants, agents, representative/s, and any person/s residing in, or occupying, or entering upon, the Project, including any persons visiting the Allottee/s or his/her/their/its family, guests or visitors or staff, and all persons claiming through or under them or any of them

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

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

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

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

(59). Without prejudice to all the Promoter's rights and remedies herein, and under Applicable Law, the Allottee/s shall be liable to pay, to the Promoter, Interest on all outstanding, overdue, and/or unpaid, amounts, charges and deposits payable under this Agreement including the Purchase Price installments calculated from the due date for payment thereof till payment in full (with accrued Interest). In addition to the Allottee/s's liability to pay Interest as mentioned under RERA and the rules made thereunder, the Allottee/s shall also be liable to pay and reimburse to the Promoter, all costs, charges, expenses and damages whatsoever, which may be incurred, borne, suffered, or paid, by the Promoter, including in relation to any suits, actions, proceedings, or notices filed, instituted or issued by or against it, for the purpose of enforcing any of its claims, rights and/or benefits under this Agreement and/or for enforcing obligations, payments of and recovering from the Allottee/s such outstanding amounts, charges and liabilities, including Interest as aforesaid under this Agreement

(60). This Agreement, along with its recitals, schedules and annexure and any modification thereto, constitutes and contains the entire, composite and complete agreement between the

Parties with respect to the agreement herein for allotment and sale of the Flat, and supersedes all prior letters of intent, term sheets, writings, correspondence, e-mails, communications, negotiations, Informative Materials etc. (whether oral or written), issued, and/or executed and/or exchanged between the Parties, and/or their respective agents, representatives and officers; none of which shall be referred to and/or relied upon by the Allottee/s.

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

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

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

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

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

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

(67). It is agreed that forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s sign/s and deliver/s this Agreement with all the annexures and schedules along with

the payments due as stipulated in this agreement and secondly, appears for registration of the same before the Office of the Sub-Registrar/Joint Sub-Registrar of Assurances concerned, as and when intimated in writing by the Promoter. If the Allottee/s fail to execute and deliver to the Promoter this Agreement within thirty (30) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within fifteen (15) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith, after deducting the Booking Amount, shall be refunded to the Allottee/s within thirty (30) days from the cancellation of allotment without any Interest or compensation whatsoever.

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

(69). The Allottee/s and/or Promoter shall also present the conveyance/assignment of lease at the proper registration office for registration within the time limit prescribed by the Indian Registration Act and the Promoter will attend such office and admit execution thereof.

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

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

Notified Email ID: _____

Postal Address & E-mail of the Promoter-

Notified Email ID:_____

It shall be the duty of the Allottee/s and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee/s, as the case may be.

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

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

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

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the Project Land)

All that piece or parcel of land known as Plot No.338, Sector-19, at Village - Ulwe, Taluka–Panvel, Dist Raigad, Maharashtra allotted under 12.5% (Erstwhile Gaothan) Expansion Scheme admeasuring 1049.98 Square Meters or thereabout and bounded as follows that is to say:

On or towards the North by	: Prop.15.00 Mtrs. Road
On or towards the South by	: Plot No.337
On or towards the East by	: Pro. 11.00 Mtrs. Road
On or towards the West by	: Future Development

THE SECOND SCHEDULE ABOVE REFERED TO:

(Description of the Flat)

All that the proposed residential Flat bearing no....., admeasuring approximately Square Meters Carpet Area (as per RERA), on floor, of the Building “RSM Athena”, in the Project known as “RSM Athena” being developed on the Project Land, more

particularly described in the First Schedule hereinbefore written and excluding the following area-

- The area of the Balcony Square Meters
- The area of the Cupboard Square Meters
- The area of the Flower Bed. Square Meters
- The area of the Service Slab Square Meters
- The area of the Terrace Square Meters
- The area of the Natural Terrace Square Meters

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

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

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

RECEIPT

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

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

Received Rs...../-
For MESSRS RSM COLONISERS

Partner

Witnesses:

- 1.
- 2.

Annexure ‘A’
(Common Areas & Amenities)

Common Areas and Amenities:

- Fitness Centre.
- Society office.
- Indoor Games Area.
- Podium Garden & Children Play Area.
- Common Terrace area.
- Parking Space.
- Power Backup for elevators.
- Rain water harvesting.
- Water motor pump, water system and water tank.

- Drainage Lines.
- Watchman cabin.
- Building Entrance-Exits.
- Branded Elevators of Brand Kone.
- Staircase and lift lobby.
- Fire fighting system.
- Refuge area.

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

Annexure ‘B’
(Flat Amenities)

APARTMENT FEATURES

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

KITCHEN & BATHROOM FEATURES

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

Annexure ‘C’
(Commencement Certificates)

Annexure ‘D’
(Sanctioned Plan)

Annexure 'E'

(Floor Plan)

Annexure 'F'

CERTIFICATE OF TITLE

Annexure 'G'

(RERA Certificate)

For RSM COLONISERS


Partner