

Date:

PROVISIONAL BOOKING LETTER

To

[●]

[●]

[●]

[●]

Dear Sir/Madam

Re: Provisional booking of flat / office / shop bearing No. _____ on the _____ habitable floor in Wing _____ of admeasuring _____ sq. mtrs. Carpet area on ("said flat") in the proposed Project **"VINAY UNIQUE IMPERIA"** at HDIL Layout **Sector no 7, Building no 23**, Village Dongre, Chikhal Dongre road, Taluka Vasai, District Thane within the limits of Vasai-Virar Shahr Mahanagarपालिका and within the Registration Sub-district of Thane ("the said Flat")

On your request, we have agreed to provisionally book the said Flat in your favour, for a total consideration of Rs. _____ (Rupees _____ ("Sale Price"). We acknowledge receipt of Rs. _____/- (Rupees. _____ only) ("Booking Amount") towards the booking of said Flat. The Sale Price excludes the other charges and outgoings as may be specified under these presents.

- 1) As agreed between us, the balance consideration of Rs. _____/-(Rupees _____ Only) shall be payable by you to us in the following manner:

Particulars	Percentage	Amount in Rupees
On Booking	9.9%	
On Registration of Agreement	10.1%	
On Completion of Plinth	10%	
On Completion of 1st Slab	2%	
On Completion of 2nd Slab	2%	
On Completion of 3rd Slab	2%	
On Completion of 4th Slab	2%	
On Completion of 5th Slab	2%	
On Completion of 6th Slab	2%	
On Completion of 7th Slab	2%	
On Completion of 8th Slab	2%	
On Completion of 9th Slab	2%	
On Completion of 10th Slab	2%	
On Completion of 11th Slab	2%	
On Completion of 12th Slab	2%	
On Completion of 13th Slab	2%	
On Completion of 14th Slab	2%	
On Completion of 15th Slab	2%	
On Completion of 16th Slab	2%	

On Completion of Wall (Blockwork)	4%	
On Completion of Internal Plaster	4%	
On Completion of External Plaster	4%	
On Completion of Flooring	3%	
On Completion of Terrace Waterproofing	3%	
On Completion of Door fitting	3%	
On Completion of Windows fitting	3%	
On Completion of External Plumbing	3%	
On Completion of Internal Plumbing	3%	
On Completion of Electricals Fittings	3%	
On Possession	5%	
Total Flat Cost (TFC)	100%	

- 2) The said Flat has attached balcony/ies, aggregately admeasuring _____ square meters. The Promoter has agreed to permit the Allottee/s, the right to exclusive but limited right to use _____ square meters usable area adjacent to the said Flat.
- 3) At your request, we shall permit you exclusive right to use _____ car parking space in the building. It is clarified that location of the Car Parking shall be identified by us at their sole and absolute discretion at the time of offering possession of the Flat.
- 4) You shall make timely payment of the Sale Price as per the payment schedule mentioned above, time being of the essence. It shall be your obligation to make the payment of each of instalment of the Sale Price after deducting the Tax Deducted at Source ("TDS") as per applicable law. The deduction of an amount made by you on account of TDS as may be required under prevailing law while making any payment of the Sale Price or any part thereof to us, shall be acknowledged/credited by us only upon you submitting the original tax deduction at source certificate/challan and provided that the amount mentioned in the certificate/challan matches with the Income Tax Department site.
- 5) This Booking Letter shall be accompanied by a Cheque / Demand Draft / Pay Order payable at Mumbai for the amount equivalent to Booking Amount drawn in favour of **M/S. IMERIUM BUILDCON LLP**, _____ **BANK**, _____ **BRANCH**, **ESCROW ACCOUNT NO** _____, **IFSC CODE** _____ and a Cheque / Demand Draft / Pay order payable at Mumbai, drawn in favour of "_____" towards Service Tax/GST. It is clarified that this Letter and / or the receipt of the Booking Amount do not confer or constitute any right upon you or to the said Flat.
- 6) In the event you committing breach of any of the terms and conditions contained in this letter, then we shall be entitled to terminate this letter after issuing, firstly a notice of 15 days and thereafter a notice of 7 days ("Notice Period") in writing. In the event of you fail and neglect to rectify such breach within the Notice Period then this letter shall stand terminated ipso facto without any further act, deed or thing and upon such termination, you shall have no claim on the Flat. Upon such termination we shall be at liberty to dispose of and sell the Flat to such person and at such price as we may in our absolute discretion think fit and proper. Upon such termination we shall be entitled to forfeit (i) the Booking Amount (ii) brokerage expenses if any, and (iii) applicable taxes / statutory dues / interest / penalties as agreed, pre-estimated, genuine and reasonable liquidated damages.

- 7) The Promoters shall be entitled to offer receivables from the Flat as security to any Credit / Financial Institution, bank or other person / body.
- 8) Notwithstanding anything contained in this Letter or otherwise, in the event the cheque/s issued by you is/are bounced / not honoured by the banker/s then without prejudice to our rights to claim interest on the amounts due and/or cancel and terminate the booking of the said Flat in the manner provided herein, you shall be liable to pay Rs.1000/- (Rupees One Thousand only) plus service tax, towards cheque/s bouncing charges for each such incident.
- 9) We shall have the right to reject the booking at our sole discretion and without assigning any reason for the same, till the execution and registration of the Agreement for Sale between ourselves and you under the applicable law. In the event of rejection of the booking, the amounts paid by you up to the date of such rejection shall be refunded to you in full without any interest within 30 (thirty) days from the date of such rejection.
- 10) You hereby agree and undertake to execute and register an Agreement for Sale under the provisions of applicable law in respect of the said Flat, within 10 (Ten) days from the date of intimation by us in the form as drawn up by us. It is clarified that we shall call upon you to execute and register Agreement for Sale, subject (i) this Letter is not rejected by us, (ii) you are observing and performing all the terms and conditions of this Letter and (iii) you paying the necessary stamp duty and registration charges thereon. In the event you fail and/or neglect to execute and register the Agreement for Sale within the agreed time as stipulated under this clause, then, without prejudice to the rights and remedies available to us under RERA or otherwise including right to cancel this letter, you shall be liable to pay interest at the rate of the amount equivalent to the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon (hereinafter referred to as "Interest Rate") per annum on the Booking Amount calculated from the date of this Letter till execution and registration of the Agreement for Sale by the Applicant(s) or cancellation and termination of this Letter, (whichever is earlier).
- 11) You agree and undertake to be bound by and undertake to perform all the obligations and the terms and conditions as contained herein, including the obligation to make payments of Sale Price as per the payment schedule specified above along with the other charges specified in Annexure -1 annexed hereto ("Other Charges").
- 12) The possession of the captioned flat will be given on or about _____ subject to your having paid the entire amount and other incidental charges and will also be subject to (i) Any force majeure events; (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority / court (iii) Any stay order / injunction order issued by any Court of Law, competent authority, MCGM, statutory authority (iv) any other circumstances that may be deemed reasonable by the Authority. Under the circumstances the Developers shall be entitled for one or more reasonable extensions in the date of completion. The Flat Purchaser/s hereby agree/s and declare/s that they shall not claim any amount from the Developers as and by way of damage, loss, compensation or otherwise whatsoever.

- 13) You agree that in case we are unable to offer the possession of the Flat on or before the Possession Date subject to force majeure Events, then you may, by giving notice in writing to us elect to cancel / terminate Agreement for Sale and in such event, we shall be liable to refund to you the amounts already received until the date of such cancellation / termination, along with interest at the Interest Rate, within 30 (thirty) days from the date of such termination / cancellation. Upon receipt of refund by way of cheque by registered post / courier at the address given by you, whether the said cheque has/have been accepted /encashed by you or not, will be considered as acceptance of the refund made by us to you and the liability in terms of the said refund shall come to an end forthwith. Upon such refund your right, title, interest or benefit of any nature whatsoever in respect of the Flat shall stand cancelled/terminated forthwith and we shall be entitled to sell, transfer, mortgage or dispose off the Flat to any person or persons, at their sole discretion.
- 14) You hereby confirm, agrees and acknowledges that, if booking of the said Flat is done through any Agent/Broker ("Agent/Broker"), then in that event we shall not be held liable and responsible for any misrepresentation, misleading or false information provided by such Agent/Broker. You further agree and confirm that we shall not be held liable and responsible for any internal arrangement arrived at by and between such Agent/Broker with yourself/yourselves.
- 15) The proposed building will be constructed in accordance with the sanctioned plans and permissions, with a right to modify and alter the plans and you have given and accorded your free, full and informed consent of the same Subject to area remaining the same.
- 16) This Letter is not transferable or assignable without our previous Written Consent.
- 17) All taxes including Service Tax, Labour Cess, VAT, GST etc., will be payable by you, if applicable.
- 18) A regular and detailed Agreement under the applicable law will be executed in due course of time. The provisions of the Agreement to be executed shall supersede this Allotment Letter and this Allotment Letter shall stand cancelled and terminated on execution of such Agreement.
- 19) This Letter is only for confirming the provisional booking of the Flat and the Flat will be reserved for you especially, subject to your above confirmation.
- 20) Stamp duty and registration charges in respect of the captioned flat will be paid by you.
- 21) Please confirm the above at the foot hereof.

Yours truly,

For, **M/S. IMERIUM BUILDCON LLP**

I/We confirm:

Authorised Signatory

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("this Agreement") made at _____ on this _____ day of _____, Two Thousand and _____ **BETWEEN M/S. IMERIUM BUILDCON LLP**, is limited liability a partnership under the provisions Limited liability partnership Act 2008, having its office at **4th Floor, Saheb Building, 195, D.N. Road, Fort, Mumbai-400 001**, hereinafter referred to as **"THE PROMOTER"** (which expression shall unless it be repugnant to the meaning or context thereof be deemed to mean and include its successors and assigns) of the **ONE PART**

AND

Adults,
Indian Inhabitants of Mumbai / a partnership firm registered under the Indian Partnership Act, 1932 / a private limited company registered under the provisions of the Companies Act, 1956 having their address for the purpose of these present _____
hereinafter referred to as **“THE ALLOTTEE(S)”** (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include in the case of individuals, his/her heirs, executors, administrators, in case of a firm the partners for the time being from time to time, the survivors or survivor of them and the heir, executors and administrators of the last of such survivors or survivor and in case of a Company, its successors and permitted assigns) of the **OTHER PART:**

The Promoter and the Allottee/s are hereinafter for the sake of brevity collectively and jointly referred to as **'Parties'** and individually as **'Party'**.

WHEREAS:

A. One Housing Development and Infrastructure Limited (“HDIL”) is the owner of and well and sufficiently entitled to several land parcels aggregately admeasuring 20,52,313.250 square Meters situate at Village Dongre, Bolinj, Chikhal Dongre, Taluka Vasai, District Thane within the limits of Vasai-Virar Shahar Mahanagar Palika and within the Registration Sub-district of Thane (hereinafter referred to as “HDIL Land”).

B. In or about the year 2009, HDIL had submitted a proposal for the development of Rental Housing Scheme ("Scheme") on HDIL Land and by letter dated 2nd February 2009, Mumbai Metropolitan and Road Development Authority ("MMRDA") has granted Location Clearance in respect of HDIL Land on the terms and conditions more particularly mentioned therein.

C. Further, City and Industrial Development Corporation of Maharashtra Limited ("CIDCO") by their letter dated 28th May, 2009 bearing reference no. CIDCO/VVSR/NAP&CC/BP-4486/W/4002 has granted No Objection Certificate for obtaining the required permission for the development of HDIL Land ("CIDCO NOC") and sanctioned the layout in respect of HDIL Land ("Larger Layout"). The Larger Layout is sub divided into 10 (ten) different sectors being Sectors I to X. The Sectors I to X comprising of HDIL Land are more particularly depicted on the Larger Layout. The said Land (defined herein below) constitutes a portion of **Sector VII**. The portion of **Sector VII** constituting the said Land admeasuring **953.49** square meters or thereabouts is delineated in black colour boundary line on the plan of the Larger Layout which is annexed hereto as Annexure "A"; and more particularly described in First Schedule hereunder written ("said Land").

D. CIDCO has further issued revised Development Permission and Commencement Certificate dated 5th July, 2010, bearing reference no. CIDCO/VVSR/CC/BP-4486/W/801 for the said Larger Layout ("Commencement Certificate"). Thereafter, the Vasai Virar City Municipal Corporation ("VVCMC") issued Commencement Certificate dated **7th March, 2012** bearing reference no. **VVCMC/TP/CC/VP-0880/2514/2011-2012** ("Revised Development Permission") for development of the Larger Layout.

E. By and under a Development Agreement dated **December 19th, 2012** ("Development Agreement") executed between HDIL and the Promoter, and duly registered with the office of the Sub-Registrar of Assurances at serial no. **VASAI/2/12139/2012** HDIL granted rights to the Promoter to develop the said land being a portion of **Sector VII** admeasuring **953.49 square meters** or thereabouts and consume built up area of **64522.75** square feet equivalent to **5994.31** square meters or thereabouts including Balcony, Lift area, lobby and opla out of the total FSI of the Layout to be consumed on the said Land ("Built Up Area") for a consideration and on the terms and conditions more particularly specified therein.

F. VVCMC has issued revised Development Permission dated 15th May, 2014 bearing ref. No. VVCMC/TP/RDP/VP-0880/037/2014-15 in respect of Sector II, III & VII property out of the said Larger Layout as more specifically detailed in the said Permission ("Further Revised Development Permission"). A copy of the further revised Sanctioned Plan dated 15th May, 2014 is annexed hereto as Annexure "B" ("Sanctioned Plan") and a copy of further revised Development Permission dated 15/5/2014 is annexed hereto as Annexure "C" ("Further Revised Development Permission").

G. The plans, layout plans, proposed building plans for the said Land were initially submitted to CIDCO and CIDCO vide their letter dated 05/07/2010 had granted approval to the aforesaid plans, elevations, sections, details of the new building proposed to be constructed on the said Land on the terms and conditions as recorded in its letter. However, due to the change in regulating authority, the plans for the said Land were again submitted before VVCMC for their sanction and approval, which have been duly sanctioned vide their letter reference **VVCMC/TP/CC/VP-0880/2514/2011-2012** dated **7th March, 2012**. Thereafter, further amendment in plan occurred which was duly approved and sanctioned by the VVCMC bearing ref. No. VVCMC/TP/RDP/BP-4486/VP-0880/037/2014-15 under revised Development Permission dated 15/5/2014 in respect of Sector II, Sector III and Sector VII property out of HDIL Land in the manner as specifically detailed therein.

H. The Promoter proposes to construct residential **Building no 23, D wing ("Type Q8a")** known as **"VINAY UNIQUE IMPERIA"** on the said Land. The proposed layout plan of the said Land is annexed and marked as Annexure "D" hereto.

I. The details pertaining to the title/rights/entitlements of the Promoter to the said Land are envisaged in the Title Certificate dated **17th February, 2013** issued by **Patil & Patil Associates**. Law firm, certifying the title of the Promoter inter alia to develop the said Land. A copy of the aforesaid Title Certificate is collectively annexed and marked as Annexure "E" hereto.

J. The development of **Vinay Unique Imperia** comprising of development and construction of common ground floor as stilt **plus 14** upper habitable floors on the land admeasuring **953.49**sq. mtrs. or thereabouts out of the said Land is more particularly described in the Second Schedule hereunder written and shown in red boundary lines on the plan annexed and marked as Annexure "F" hereto (**"VINAY UNIQUE IMPERIA"**). Development and construction of **Vinay Unique Imperia** proposed as "Real Estate Project" ("said Project/Real Estate Project") by the Promoter and will be registered as a 'Real Estate Project' with the Real Estate Regulatory Authority ("Authority"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("RERA") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("RERA Rules").

K. The Allottee(s) shall upon issuance of the RERA Certificate by the Authority to the Promoters, be entitled to, examine the same in detail by his/her/its Advocates and Planning and Architectural consultants.

L. On the request of the Allottee the promoter has shown all documents and information pertaining to **Vinay Unique Imperia** and also of the future development and the Allottee has understood the documents and information in all respects.

M. The principal and material aspects of the development of **Vinay Unique Imperia** as disclosed by the Promoter are briefly stated below:

i. **Building No.23** having **Wing "D"** comprises of stilt on the ground floor plus **14** upper habitable floors.

ii. The total FSI of **5994.31** sq. meters shall be consumed in completing development of **Vinay Unique Imperia**;

iii. **Vinay Unique Imperia** shall comprise of units/premises consisting of apartments, flat/s, shops.

iv. The Promoter shall be entitled to designate any spaces/areas in the Real Estate Project (including on the terrace of the Real Estate Project) for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication, cable and internet) to be availed by the Allottees and other Allottees of apartments/flats in the Real Estate Project and/or other Allottees in the **Vinay Unique Imperia**. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method. For this purpose, the Promoter may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, base sub-stations, towers etc.

v. The details of formation of the Society, and, conferment of title upon the Society with respect to the Real Estate Project, are more particularly specified in Clause 23 below.

The above details along with the annexures required for the RERA Certificate, shall be available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in> once the said Project is registered under RERA.

N. The principal and material aspects of the development of **Vinay Unique Imperia** as disclosed by the Promoter are briefly stated below:

(i) The said Land would constitute a mixture of users (i.e. Residential as may be permissible under applicable law from time to time;

(ii) As per sanctioned plans FSI of **5994.31** square meters is permitted to be utilized on the said Land;

(iii) The scheme and scale of development proposed to be carried out by the Promoter on the said Land is in accordance with applicable laws and the development permissions as detailed hereinabove granted from time to time and as may be amended from time to time;

(iv) The Promoter shall be entitled to put hoarding/boards of their Brand Name, in any form including of Neon Signs, MS Letters, Vinyl & Sun Boards on said Land including on the façade, terrace, compound wall or other part of the buildings/towers/wings as may be developed from time to time. The Promoter shall also be entitled to place, select, decide hoarding/board sites;

(v) The Promoter shall be entitled to confer title of particular building/wing to such society as permissible under law;

(vi) The Promoter would be entitled to aggregate any contiguous land parcel with the development of the said Land, as provided under the Proviso to Rule 4(4) of the RERA Rules.

(vii) The Promoter is entitled to amend, modify and/or substitute the Proposed Future and Further Development of the said Land, in full or in part, as may be required by the applicable law from time to time.

The above details and further aspects of the proposed future and further development of the said Land, shall be available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in>.

O. The Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Real Estate Project shall be under the professional supervision of the Architect and the structural Engineer (or any suitable replacements/substitutes thereof) till the completion of the Real Estate Project.

P. The Promoter has the right to sell the Flat/shop constructed/to be constructed in the said Project by the Promoter and, to enter into this Agreement with the Allotee/s of the said Flat/ shop to receive the sale consideration in respect thereof.

Q. On demand from the Allotee/s, the Promoter has given inspection to the Allotee/s of all the documents of title relating to the said Land, and the plans, designs and specifications prepared by the Promoter's Architects, Ajay Wade & Associates and of all other documents as are specified under the RERA and the Rules and Regulations made thereunder.

R. While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Real Estate Project and upon due observance and performance of which only, the Occupation Certificate in respect of the Real Estate Project shall be granted by the competent authority.

S. Further, (i) the requisite approvals and sanctions, for the development of the Real Estate Project from the competent authorities are obtained / being obtained, and (ii) approvals and sanctions from other relevant statutory authorities are applied for and/or in process of being obtained and/or obtained by the Promoter.

T. The Promoter has accordingly commenced construction of the Real Estate Project/said Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove.

U. The Promoter has agreed to sell to the Allottee and the Allottee has, being fully satisfied in respect of title of Promoter in respect of the Land agreed to purchase and acquire from the Promoter, the said Flat/Shop No. _____ admeasuring _____ square metres carpet area on the _____ habitable floor of **Building 23 Wing D (Type Q8a)** in **Vinay Unique Imperia** (hereinafter referred to as "said Building") and more particularly described in the Third Schedule hereunder written and shown in red colour line on the floor plan annexed and marked as Annexure "G" hereto ("said Flat"), at or for the price of Rs. _____ (Rupees _____ Only) and upon the terms and conditions mentioned in this Agreement ("Sale Consideration"). Prior to the execution of these presents, the Allottee has paid to the Promoter a sum of Rs. _____ /- (Rupees _____ Only), being part payment of the Sale Consideration of the Flat/Shop agreed to be sold by the Promoter to the Allottee as advance payment (the payment and receipt whereof the Promoter both hereby admit and acknowledge and of and from the same doth release and discharge the Allottee forever).

V. The carpet area of the said Flat as defined under the provisions of RERA, is _____ square metres.

W. The said Flat also has attached balcony/ies aggregately admeasuring _____ square meters ("Balcony"). All balcony/ies attached to flats in the Project/ **Vinay Unique Imperia** shall be for the exclusive use of the occupants / owners of such flats and are being given without any consideration.

X. The Promoter has also agreed to permit the Allottee(s)/s, without any consideration whatsoever, exclusive but limited right to use _____ square meters usable area of the said Flat ("Usable Area").

Y. Along with the said Flat, at the request of the Allottee's, the Promoter have also agreed to allot to the Allottee's exclusive right to use and occupy _____ Car/Scooter parking space No _____ in the said Building (hereinafter referred to as "Car/Scooter Parking Space") subject to the terms and conditions as contained hereinafter. The said Flat, Balcony, Usable Area, and Car/Scooter Parking Space are hereinafter collectively referred to as "the said Premises"

Z. The Promoter has the right to sell the said Flat in the Real Estate Project to be constructed by the Promoter, and, to enter into this Agreement with the Allottee(s) of the said Flat to receive the sale consideration in respect thereof.

AA. Prior to execution of this Agreement, the Allottee has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Flat, made enquiries thereon and is satisfied with respect to, (i) the title of the Promoter to develop the Real Estate Project the **Vinay Unique Imperia**, and such title being clear and marketable; (ii) the approvals and permissions (including IOD and CC) obtained till date and (iii) the Promoter's entitlement to develop the Real Estate Project the **Vinay Unique Imperia** and to construct the Real Estate Project thereon as mentioned in this Agreement and applicable law and sell the premises therein. The Allottee undertake(s) that he/she/it/they has/have verified with his/her/its/their

financial advisor and confirm that the Allottee has/have the financial capability to consummate the transaction.

AB. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

AC. Under Section 13 of RERA, the Promoter is required to execute a written Agreement for Sale in respect of the said Flat agreed to be sold to the Allottee(s) and the Parties are therefore executed these presents which shall be registered under the provisions of Indian Registration Act, 1908.

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

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

1. AGREEMENT

The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience, and are not intended in derogation of RERA.

2. CONSTRUCTION OF THE PROJECT

2.1 The Promoter shall construct **Vinay Unique Imperia** comprising of **Building No.23 Wing "D" (Type Q8a)**, having common ground floor as stilt plus **14** upper habitable floors on the said Land more particularly described in Second Schedule hereunder written in accordance with plans, designs and specifications sanctioned by the CIDCO under Revised Development Permission dated **7th March, 2012** bearing ref. No. **VVCMC/TP/CC/VP-0880/2514/2011-2012** and which have been seen and inspected by the Allottee(s) and subject to such variations and modifications as may be considered necessary or as may be required by the Government, CIDCO, VVCMC and/or any other local authority from time to time. The Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of any variations or modifications which may adversely affect the said Premises, except, any alteration or addition required by Government authorities or due to change in law or any change as contemplated by any of the disclosure already made to the Allottee/s.

3. PURCHASE OF THE SAID FLAT AND SALE CONSIDERATION

3.1 The Allottee hereby agrees to purchase and acquire from the Promoter, and the Promoter hereby agrees to sell to the Allottee, the Flat/Shop No. _____ admeasuring _____ square metres carpet area on the _____ floor **Building 23 Wing D (Type Qa)** in **Vinay Unique Imperia**, as more particularly described in the Third Schedule and as shown in red colour boundary line on the floor plan annexed and marked Annexure "G" hereto, at and for the consideration of Rs. _____/- (Rupees _____] Only) ("the Sale Consideration").

3.2 The said Flat has attached balcony/ies, aggregately admeasuring _____ square meters ("Balcony").

3.3 The Promoter has agreed to permit the Allottee/s, the right to exclusive but limited right to use _____ square meters usable area adjacent to the said Flat without any consideration (hereinafter referred to as "Usable Area"). All balcony/ies and usable area attached to flats in the **Vinay Unique Imperia** and Project shall be for the exclusive use of the occupants / owners of such flats.

3.4 The Promoter has agreed to permit the Allottee/s, the right to exclusive use of _____ Car/Scooter parking space/s in stilt/podium Parking No _____ of said Building without any consideration (hereinafter referred to as "the Car/Scooter Parking Space/s"). The said Flat, Balcony, Usable Area and Car/Scooter Parking Space/s are hereinafter collectively referred to as "the said Premises"

3.5 The Balcony, Usable Area and Parking Space are made available free of charge to the Allottee(s) and the sale price agreed to be paid under this Agreement is only for the carpet area of the said Flat.

3.6 The Allottee has paid before execution of this Agreement, a sum of Rs. _____/- (Rupees _____ only) as advance payment and hereby agrees to pay to that Promoter the balance amount of Sale Consideration of Rs. _____/- (Rupees _____ only) in the following manner:-

Activity	Consideration to be paid (in Rs)
On Booking	
On Registration of Agreement	
On Completion of Plinth	
On Completion of 1st Slab	
On Completion of 2nd Slab	
On Completion of 3rd Slab	
On Completion of 4th Slab	
On Completion of 5th Slab	
On Completion of 6th Slab	

On Completion of 7th Slab	
On Completion of 8th Slab	
On Completion of 9th Slab	
On Completion of 10th Slab	
On Completion of 11th Slab	
On Completion of 12th Slab	
On Completion of 13th Slab	
On Completion of 14th Slab	
On Completion of 15th Slab	
On Completion of 16th Slab	
On Completion of Wall (Blockwork)	
On Completion of Internal Plaster	
On Completion of External Plaster	
On Completion of Flooring	
On Completion of Terrace Waterproofing	
On Completion of Door fitting	
On Completion of Windows fitting	
On Completion of External Plumbing	
On Completion of Internal Plumbing	
On Completion of Electricals Fittings	
On Possession	
Total	

Each of such instalment shall be paid by the Allottee within a period of ____ days from the date of intimation by the Promoter. Time for payment of each instalment is the essence of the contract.

3.7 The Allottee/s hereby agree/s, confirm/s and undertake/s that an intimation forwarded by the Promoter, that a particular stage of construction is commenced or completed shall be sufficient proof that a particular stage of construction is completed. However, it is agreed that non receipt of such intimation requiring such payment shall not be a plea or an excuse by the Allottee/s for non-payment of any amount or amounts.

4. It is clarified that Sale Consideration shall be payable by the Allottee/s in the Account No _____ maintained with _____ **BANK**, _____ Branch with IFSC Code. _____ ("the said Account"). In case of any financing arrangement entered by the Allottee/s with any financial institution with respect to the said Premises, the Allottee/s undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse/pay all such amounts towards Sale Consideration due and payable to the Promoter through an account payee cheque / demand draft / wire transfer / any other instrument drawn in favour of the said Account immediately upon the relevant stage of construction being completed. Any payments made in favour of any other account other than mentioned hereinabove shall not be treated as payment towards the said Premises and shall be construed as a breach on the part of the Allottee/s in which event without prejudice to the right of the Promoter to charge interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon ("Interest Rate") on the amounts due, the Promoter shall be entitled to terminate this Agreement and forfeit 10% of the Sale Consideration along with brokerage charges (if any) as reasonable, pre-estimated, genuine and agreed liquidated

damages and return balance (if any) to the Allottee/s within 30 (thirty) days from the date of such termination of the Agreement.

5. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said Project is complete and the Occupation Certificate is granted by the VVCMC or such other concerned authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three per cent). The total Sale Consideration payable on the basis of the carpet area of the said Flat shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit of 3%, then, the Promoter shall refund the excess money paid by Allottee within 45 (forty-five) days with annual interest at the rate specified in the Rules, from the date on which such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount proportionately from the Allottee towards Sale Consideration, which shall be payable by the Allottee prior to taking possession of the said Flat.

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

7. The Sale Consideration is escalation-free, save and except escalations/increases due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority local bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

8. The Allottee/s is/are aware that the time to make the payment of Instalments and all other taxes as mentioned in above is the essence of contract and in event of delay on part of the Allottee/s to make the payment of any of the Instalment and/or any other tax, then without prejudice to right of the Promoter to cancel and terminate this Agreement, the Allottee/s shall be liable to pay interest at the Interest Rate to the Promoter on all delayed payments from the due date till the date of realization thereof.

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

10. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local/statutory authority including VVCMC at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Flat to the Allottee/s, obtain the Occupation Certificate in respect of the said Flat.

11. 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 said Flat and handing over the same to the Allottee/s after receiving the Occupation Certificate in respect thereof and Common Areas and Amenities of Project described in Fourth Schedule hereunder written.

12. Similarly, the Allottee(s) shall make timely payments of all instalments of the Sale Consideration and other dues/taxes payable by him/her/it/them and meeting, complying with and fulfilling all his/her/its other obligations under this Agreement.

13. FSI, TDR and development potentiality with respect to the said Project/ on the Land:

The Allottee/s hereby agrees, accepts and confirms that the Promoter proposes to develop the Real Estate Project (including by utilization of the full development potential) in the manner more particularly detailed at Recitals herein above and as depicted in the layout plans, proformas and specifications at Annexures hereto and Allottee/s has/have agreed to purchase the said Flat based on the unfettered and vested rights of the Promoter in this regard.

14. FSI, TDR and development potentiality with respect to the Proposed Future and Further Development of the said Land/ **Vinay Unique Imperia**:

The Allottee(s) hereby agrees, accepts and confirms that the Promoter proposes to develop the **Vinay Unique Imperia** on the said Land (by utilization of the full development potential) and develop the same in phase-wise manner and undertake multiple real estate projects therein in the manner more particularly detailed herein above and as depicted in the layout plans, proformas and specifications at Annexures hereto constituting the Layout Plan and Allottee has agreed to purchase the said Flat based on the unfettered and vested rights of the Promoter in this regard.

15. CAR/SCOOTER PARKING SPACE/S, BALCONY AND USABLE AREA

16.1 The Allottee/s is/are aware that the said Parking Space/s, Balcony and Usable Area are provided by the Promoter to the Allottee/s without consideration. However, the Allottee/s will be bound to abide by the rules and regulations as may be framed in regard to the Parking Space/s by the Promoter and/or the Society to be formed by all the Allottee(s)s of flats/shops in the respective building/wings that shall be constructed on the said Land and the Adjoining Projects and shall pay such outgoings in respect of the Parking Space/s, Balcony and Usable Area as may be levied by such Society/Apex Body to be formed by them.

16.2 The Allottee/s shall be entitled to exclusively use, occupy and enjoy the said Parking Space/s, Balcony and Usable Area in any manner permissible under the rules and regulations of the concerned local authority and as may be framed by the Society/Apex Body. It is clarified that any balcony attached to a flat in **Vinay Unique Imperia** will be for the exclusive use of such occupant/owner of the Flat.

16.3 The Allottee/s herein agree/s and confirm/s that Car/Scooter Parking Space/s shall be used for parking of the Car/Scooters only and Balcony as well as Usable Area shall be used for lawful purpose and for no other purpose and that no alteration and/or modification and /or construction of any nature shall be carried out in the Car/Scooter Parking Space/s, Balcony and in the Usable Area.

16.4 The Allottee/s herein agrees and confirms that he/she/they shall not raise any objection to the designations/selections of Car/Scooter parking spaces done/to be done by the Promoter for other Allottee(s) and accepts the designation of the Car/Scooter parking Space/s allotted to the Allottee/s herein.

17. VOLUNTARY CANCELLATION BY ALOTTEE(S)

In the event, the Allottee/s desire/s to cancel the allotment of said Flat for any reason whatsoever, then Promoter shall be entitled to forfeit the amounts equivalent to 10% (ten per cent) of the Sale Consideration and the Allottee/s shall not be entitled to such amount paid by him/her/them/it to the Promoter. The Allottee(s) (s) shall also have to bear and pay to the Promoter, at the time of cancellation, the brokerage charges (if the said Flat/Shop is purchased through the broker) which brokerage shall have been already paid by the Promoter to the broker for sale of the said Flat to the Allottee/s. The Promoter shall not be liable to refund Service Tax, VAT, GST and all other taxes paid or payable on this Agreement and/or on the Sale Consideration and/or interest and/or otherwise. It is agreed by and between the parties that all the amounts due and payable by the Allottee/s, as specified hereinabove, shall be deducted from the amount received by the Promoter from the Allottee(s) till the time of such cancellation. The Promoter shall return the balance amount from the Sale Consideration (if any) to the Allottee(s)(s) within 30 (thirty) days from the date of such cancellation.

18. POSSESSION DATE, DELAY AND TERMINATION

18.1 The Promoter shall complete the construction of the said Flat and offer possession thereof to the Allottee/s on or before **31st December 2019** ("the said Date"). If the Promoter fails and/or neglects

to offer possession of the said Flat to the Allottee(s) on the said Date on account of reasons beyond their control, then Promoter shall be liable, on demand, refund to the Allottee/s the amounts already received by the Promoter from the Allottee/s in respect of the said Flat Premises with interest at the Interest Rate calculated from the date the Promoter received such amounts and till such amount is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for offering possession of the said Flat to the Allottee/s, if the completion of the said Building is delayed on account of;

- (i) War, Civil Commotion or act of God;
- (ii) Any force majeure events;
- (iii) Any notice, order, rule, regulation, notification or directive of the Government, and / or any local or public or private body or authority and / or any other Competent Authority or any Court, or Tribunal or any quasi-judicial body or authority;
- (iv) Any stay order / injunction order issued by any Court of Law, competent authority, VVCMC, statutory authority;
- (v) Any other circumstances that may be deemed reasonable by the Authority.
- (vi) Any delay in procurement/grant of any permission, certificate, consent and/or sanction from the concerned authority;

18.2 The Allottee(s)/s shall make payment of the instalments mentioned hereinabove along with all the other amounts including amounts mentioned herein below. The Promoter, upon receipt of Occupation Certificate of the said Flat from the competent authority, and subject to the Allottee/s observing and performing all the terms and conditions of this Agreement (including timely payment of all amounts due and payable under these presents), shall send a written notice ("Possession Notice") to the Allottee/s to occupy the said Flat .

18.3 In the event the Allottee/s fail/s and / or neglect/s to take possession within the specified period, it shall be deemed that the Allottee/s has/have taken possession from the date of Possession Notice and that date shall be deemed to be the "Date of Possession" and all obligations of the Allottee/s related to said Flat after taking possession thereof shall be deemed to be effective from the Date of Possession.

18.4 If the Promoter fail(s) to offer the possession of the said Flat to the Allottee(s)/s on or before Possession Date, (save and except for the reasons as stated in Clause 18.1), then the Allottee(s)/s shall be entitled to either of the following:

- (i) Call upon the Promoter by giving a written notice ("Interest Notice"), to pay interest at the Interest Rate for every month of delay from the Possession Date, on the Sale Consideration paid by the Allottees. The interest shall be paid by the Promoter to the Allottees till the date of offering the possession of the said Flat by the Promoter to the Allottees;

OR

- (ii) The Allottee(s) shall be entitled to terminate this Agreement by giving written notice to the Promoter ("Termination Notice") by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter. On the receipt of the Termination Notice by the Promoter, this

Agreement shall stand terminated and cancelled. Within a period of 30 (thirty) days from the date of receipt of the Termination Notice by the Promoter, the Promoter shall refund to the Allottee/s the amounts already received by the Promoter under this Agreement with interest at the Interest Rate to be computed from the date the Promoter received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid. On such repayment of the amounts by the Promoter (as stated in this clause) the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the said Flat and the Promoter shall be entitled to deal with and/or dispose off the said Flat in the manner they may deem fit and proper.

18.5 In case if the Allottee/s elects his/her/their remedy under sub-clause 18.4 (i) above then in such a case the Allottee(s)/s shall not subsequently be entitled to the remedy under sub-clause 18.4 (ii) above.

19. EVENT OF DEFAULT AND CONSEQUENCES

19.1 The Promoter shall be entitled (but not obliged) to terminate this Agreement on the happening of any of the following events ("Events of Default"):

- (i) If the Allottee/s delays or commits default in making payment of any of the amounts and/or instalments of any amount payable under this Agreement or otherwise;
- (ii) If the Allottee/s commits breach of any of the terms, conditions, covenants and representations of this Agreement and/or any other writing and/or the terms and conditions of layout, C.C. and/or any other sanction, permission, approvals, undertakings, writings and affidavits etc.;
- (iii) If the representation, declarations and/or warranties etc. made by the Allottee/s in the present Agreement and/or any other documents executed and/or entered into or to be executed and/or entered into by the Allottee/s is untrue or false;
- (iv) If the Allottee is/are, convicted of any offence involving moral turpitude and/or is sentenced to imprisonment for any offence for not less than six months;
- (v) If the Allottee/s has/have been declared and/or adjudged to be insolvent, bankrupt etc. and/or ordered to be wound up;
- (vi) If Receiver and/or a Liquidator and/or Official Assignee or any person is appointed of the Allottee/s or in respect of all or any of the assets and/or properties of the Allottee/s.
- (vii) If the Allottee/s have received any notice from the Government in India (either Central, State or Local) or foreign Government for the Allottee/s involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him / her / them.
- (viii) If the Allottee/s carries out any structural alteration and/or addition in respect of the said flat or said Building or any part thereof;
- (ix) If the Allottee/s fail/s to make payment of any outgoing/s, taxes, maintenance charges etc. in respect of the said Flat or any part thereof;

19.2 On happening or occurring of any of the Event of Default, the Promoter shall without prejudice to all other rights that the Promoter may have against the Allottee/s either under this Agreement, or in law or otherwise, the Promoter shall give 30 (thirty) days' notice to the Allottee/s to rectify/remedy such breach and during the notice period, the Allottee(s) shall be liable to bear and pay interest at the Interest Rate on the due and payable amount. In the event Allottee/s fail/s to rectify/remedy the breach within notice period, then the Promoter shall be entitled (but shall not be obliged) to (i) forthwith terminate this Agreement ("Termination Date") and (ii) forfeit/deduct all amounts mentioned in Clause 17 above and balance if any, shall be refunded to the Allottee(s) without any interest within 30 (thirty) days from the Termination Date. It is further clarified that any profit arising from sale of the said Premises to the new Allottee(s) shall be of the Promoter and the Allottee/s shall have no claim against the same.

19.3 If for making payment of the Sale Consideration the Allottee/s has/have availed loan from financial institutions, banks or other institutions against the security of the said Premises then the same shall be subject to the consent and approval of the Promoter. In the event of the Allottee/s committing default of the payment of the instalments of the Sale Consideration or otherwise and in the event of the Promoter exercising their right to terminate this Agreement, the Allottee/s shall and hereby undertake to clear the mortgage debt outstanding at the time of such termination. The Allottee/s, at his/her/their own cost and expenses, shall obtain necessary letter/no due certificate from such financial institution, banks etc. stating that the Allottee/s has/have cleared the mortgage/debt/charge within 15 (fifteen) days from the Termination Date. On receipt of such letter/no due certificate from the financial institution, banks etc. the Allottee/s shall be entitled to the refund of the amount (if any). However, the Promoter shall directly pay the amount payable to the financial institution, bank, their employer or other such institutions by the Allottee/s from the balance amount standing to the credit of the Allottee/s with the owner (if any) towards the said Premises and (paid by him/her/them to the Promoter towards the Sale Consideration) to the extent so as to clear the mortgage/debt/charge on the said Premises. Only on receipt of such letter of clearance of mortgage debt from such bank, financial institution etc. the Allottee/s shall be entitled to the refund of the balance amount standing credited to the account of the Allottee/s (if any) with the Promoter towards the said Premises. Notwithstanding all that is stated hereinabove, it shall always be obligatory on the part of the Allottee/s to pay the instalments of the consideration amount as and when due under the terms of this Agreement and the Allottee/s shall duly and promptly pay the instalments of the consideration amount irrespective of the fact that the Allottee/s has/have applied for the loan to such financial institution, banks, their employers or such other institution and irrespective of the fact that the said loans are being under process and sanction awaited and/or is rejected. The Allottee/s shall not be permitted to raise any contention in respect of his/her/their failure to pay the instalments of the consideration amount on time and on the due dates on the basis that the Allottee/s has applied for loan to such financial institution, banks, their employers or such other institutions and that the same are under process of disbursement or that the said loan application of the Allottee/s is rejected. In the event of the failure of the Allottee/s to pay the instalments of the consideration amount the Promoter shall be entitled to enforce its rights as mentioned herein. In case, there shall be deficit in this regard, the Allottee/s shall forthwith on demand pay to the Promoter his/her/their proportionate share to make up such deficit.

19.4 Notwithstanding anything contrary contained herein, in case the Allottee/s fail or are otherwise unable to make payment of any of the amounts and/or instalments of any amount payable under this Agreement or otherwise, to the Promoter, then the Promoter shall without prejudice to any other rights or remedies that it may have against the Allottee/s, including the right to terminate and forfeit the amounts as mentioned in Clause 4 from the Sale Consideration and put an end to this Agreement as mentioned herein, and be entitled to receive and recover from the Allottee/s and the Allottee/s shall pay to the Promoter interest on all outstanding payment at the Interest Rate from the due date till the date of realization thereof.

19.5 All the aforesaid rights and/or remedies of the Promoter are cumulative and without prejudice to one another.

20. PROCEDURE FOR TAKING POSSESSION:

20.1 Upon obtainment of the Occupancy Certificate from the VVCMC or such other competent authority and upon payment by the Allottee of the requisite instalments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoter shall offer possession of the said Flat to the Allottee in writing ("Possession Notice"). The Allottee agrees to pay the maintenance charges as determined by the Promoter or the Society, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the Occupancy Certificate of the Real Estate Project.

20.2 The Allottee shall take possession of the said Flat within 15 days of the Possession Notice.

20.3 Upon receiving the Possession Notice from the Promoter as provided for hereinabove, the Allottee shall take possession of the said Flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the said Flat to the Allottee. Irrespective of whether the Allottee takes or fails to take possession of the said Flat within the time provided herein above, such Allottee shall continue to be liable to pay maintenance charges and all other charges with respect to the said Flat, as applicable and as shall be decided by the Promoter.

20.4 Within 15 (fifteen) days of receipt of the Possession Notice, the Allottee shall be liable to bear and pay his/her/its proportionate share of outgoings in respect of the Real Estate Project and said Land including inter-alia, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the VVCMC or other concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project and/or the said Land. Until the Society is formed and the Society Conveyance (defined hereinafter) is duly executed and registered, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter at its sole discretion.

20.5 The Allottee further agrees that till the Allottee's share is so determined by the Promoter at its sole discretion, the Allottee shall, pay the sum of Rs. 65,000/- for 1BHK & Shop, Rs. 85,000/- for 2BHK & 1 ½ BHK, Rs. 1,05,000/- for 3 BHK as maintenance deposit charges at the time of intimation for possession or Occupancy Certificate of the Flat / Shop whichever is earlier. The above said amount shall be adjusted against maintenance charges. If there is any balance amount after deducting from total maintenance charges from the maintenance deposit that amount shall be directly transferred to the society. The Allottee shall be liable to pay if the maintenance charges exceeds the Maintenance Deposit. The above maintenance deposit shall be utilized for maintaining the society i.e. Electric bills (staircase, water pumps, Lifts, Generators etc.), salaries of Supervisors, Clerk, Watchmen & Sweepers, Special Water Taxes, Society drainage line, Water tank Cleaning, Plumbing, Electric Equipment, Water Tanker bills if any & any other matter of maintenance of the society. The Allottee further know that the account of Maintenance deposit shall be maintain separately & these payments shall be separate and distinct and will not be adjusted against any other payments or deposits from us lying with you under other heads of accounts and that the account will be given only to the incorporated body of purchasers after its formation and after registration of conveyance. The Allottee confirm that the Promoter shall maintain the society till the maintenance deposit is balance or till society get formed whichever is earlier. At the time of society formation if the maintenance deposit is balance then that shall be transferred to the society. The Allottee also agree that after the registration and handover of the society there shall be no maintenance charges from the Promoter to the unsold flats/shops till the flats/shop get sold out. The Allottee agree that there shall not be any Transfer Fees / Charges from the Builder for the Unsold Flats.

20.6 If within a period of 5 (five) years from the date of handing over the said Flat to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said Flat or the said Building or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the wilful default and/or negligence of the Allottee and/or any other allottees in the Real Estate Project.

20.7 The Allottee shall use the said Flat or any part thereof or permit the same to be used only for purpose of residential/commercial/official. The Allottee shall use the Car/Scooter parking space only for purpose of parking Car/Scooter and Balcony and Usable Area for lawful purpose.

20.8 It is agreed and clarified that Promoter shall have all the rights and be entitled to sell, allot, transfer, lease, give on leave and license basis and/or otherwise deal with and dispose of the flats, Car/Scooter parking, etc. separately and independently and the purchasers/allottees of all the flats, Car/Scooter parking, etc. in **Vinay Unique Imperia** shall be admitted to the Society.

21. RIGHTS IN THE SAID FLAT AND COMMON AREA

21.1 It is expressly agreed that the right of the Allottee/s under this Agreement or otherwise shall always be restricted to the said Flat only, and such right will accrue to the Allottee/s only on the Allottee/s making payment of all the amounts including the Sale Consideration to the Promoter strictly in accordance with this Agreement and only on the Allottee/s performing and complying with other terms, conditions, covenants, obligations, undertakings etc. hereof.

21.2 All other unsold flats/units, Car/Scooter parking, portion or portions of the said Building **Vinay Unique Imperia** including Common Areas shall always be the sole and absolute property of the Promoter till that time of the said Building (excluding Property of Apex Body) is transferred to the Society. The Allottee/s hereby confirm/s and consent/s to the irrevocable, absolute and unfettered right of the Promoter to develop, redevelop, sub-develop and/or assign their rights, give on lease, sub-lease, and/or deal with and dispose off all other unsold flats/units and Car/Scooter parks and portion or portions of the said Building, **Vinay Unique Imperia** in the manner deemed fit by the Promoter without any consent or concurrence of the Allottee/s or any other person.

21.3 With regards to Common Areas and Amenities of **Vinay Unique Imperia** is described in the Fifth Schedule hereunder written, it is agreed that:

- a. The Promoter shall always have control and will have all the rights, title, interest in respect of the said common areas including Common Area and Amenities of **Vinay Unique Imperia**, and will be entitled to deal with and dispose off the same in such manner as the Promoter may deem fit till Property of Apex Body (defined below) is transferred unto the Apex Body.
- b. The Allottee/s shall only be permitted to use Common Areas and Amenities of **Vinay Unique Imperia** on such terms and conditions as the Promoter and/or Apex Body may deem fit.
- c. Occupants of Adjoining Projects shall be entitled to use **Garden & Play Area** forming part of Common Area and Amenities of **Vinay Unique Imperia** with other Allottee/s of **Vinay Unique Imperia** on such terms and conditions as the Promoter and/or Apex Body may deem fit and proper.

22. FORMATION OF SOCIETY AND OTHER SOCIETIES

22.1 The Promoter shall, as per RERA Act and RERA Rules, submit an application to the competent authorities to form a co-operative housing society to comprise solely of the Allottee and other allottees of Flats/Shops in the Real Estate Project, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules.

22.2 The Allottee shall, along with other allottees of Flats//Shops in the said Project, join in forming and registering a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder and in accordance with the provisions of the RERA and RERA Rules,

22.3 For this purpose, the Allottee shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society and for becoming a member thereof, including the bye-laws of the Society and shall duly fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Allottee, so as to enable the Promoter to register the Society. No

objection shall be taken by the Allottee if any changes or modifications are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

22.4 The name of the Society shall be solely decided by the Promoter.

22.5 The Society shall admit all Allottees of flats/Shops in the said Project as members, in accordance with its bye-laws.

22.6 The Promoter shall be entitled, but not obliged to join as a member of the Society in respect of unsold Flats/Shops in the said Project, if any.

22.7 Post execution of the Society Conveyance, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Allottee shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.

22.8 The Promoter as per RERA Act and RERA Rules shall submit application/s to the competent authorities to form other co-operative housing societies to comprise solely of the allottees of Flats/Shop in **Vinay Unique Imperia**, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules ("Other Societies").

22.9 The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society and/or Other Societies, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the respective Society/Other Societies and their respective members/intended members including the Allottee, as the case may be, and the Promoter shall not be liable towards the same.

22.10 It is expressly and specifically clarified, agreed, understood and confirmed by and between the parties hereto that the unsold flats, Car/Scooter parking spaces etc. in the said Building **Vinay Unique Imperia** shall at all times be and remain the absolute property of the Promoter and the Promoter may if it so desires, become member of the Society in respect thereof, and the Promoter shall have full right, absolute power and authority, and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose of the same in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice, and neither the Allottee/s herein, nor the Society shall object to or dispute the same. On Promoter intimating to the Society, the name or names of the Allottee/s or acquirer/s of such unsold flats, premises, etc., the Society shall forthwith accept and admit such Allottee(s) and acquirer/s as their member/s and shareholder/s, and shall forthwith issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same and without charging/recovering from them any premium, fees, donation or any other amount of whatsoever nature in respect thereof including any amount collected by Promoter from such Allottee(s) as mentioned in Clause 23.11 below. It is further clarified that for sale of such premises, Promoter shall not be liable to take any permission/consent of the Society.

22.11 The Allottee/s shall pay to the Promoter/Society the proportionate share of the Municipal tax, water charges, maintenance charges, outgoings and all other rent, rates and taxes in respect of the said Flat immediately on taking possession thereof.

23. CONVEYANCE TO THE SOCIETY AND OTHER SOCIETIES:

23.1 Within 3 months from the date of issuance of the Full Occupation Certificate with respect to the Real Estate Project, the superstructure of the Project with the Common Areas and Amenities of **Vinay Unique Imperia** described in the Fourth Schedule hereunder written shall be conveyed to the Society vide a registered indenture of conveyance. The Society shall be required to join in execution and registration of the Society Conveyance. The costs, expenses, charges, levies and taxes on the Society Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Society alone. Post the Society Conveyance, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project including any common areas facilities and amenities and the Promoter shall not be responsible for the same.

23.2 It is agreed that one month prior to Society Conveyance, the Allottee/s shall pay to the Promoter, the Allottee/s share of stamp duty and registration charges payable, if any, on the execution of agreement or any document or instrument of transfer in respect of all the buildings comprising in **Vinay Unique Imperia** in favour of the Society. The Allottee/s alone will be responsible for consequences of insufficient and/or non-payment of stamp duty and registration charges on this agreement and/or all other documents etc.

24. APEX BODY AND TRANSFER OF SECTOR NO 7, BUILDING NO 23.

24.1 The Promoter, in accordance with RERA Act and RERA Rules, and at the cost and expenses of the Allottee(s)/s of flats/shops/premises/units etc. in **Sector no 7, Building no 23** form an Apex Body of all the societies of **Sector no 7, Building no 23** for the purpose of carrying out the maintenance, repairs and/renovation of various infrastructure, common area and facilities items to be provided and comprised in **Sector no 7, Building no 23** and also Common Areas and Amenities of **Sector no 7, Building no 23** more particularly set out in Fifth Schedule hereunder written and as per layout conditions. The Apex Body to be formed shall be a body incorporated under the provisions of the Maharashtra Cooperative Societies Act 1960 or a company which shall be incorporated under the provisions of the Companies Act 2013 and the Promoter shall incorporate the Apex Body as per its discretion.

24.2 The Allottee(s)/s shall make his/her/their contribution as may from time to time be required to be made to the Society in which the said Flat is agreed to be allotted for enabling such Society to pay its contribution to the Apex Body for the aforesaid purpose.

24.3 Within a period of 8 (Eight) months from the date of registration of the Apex Body, the Promoter shall, at the costs and expenses of Allottee(s)/s of flats, premises, units etc. of **Sector no 7,**

Building no 23 , execute a transfer deed (Deed of Conveyance or Deed of Lease as may be permitted under Development Agreements) (hereinafter referred to as “Transfer Deed of Apex Body”) of said Land, Common Areas and Amenities of **Sector no 7, Building no 23** more particularly described in Firth Schedule hereunder written (excluding superstructure of the buildings/wings already conveyed to each society) (hereinafter referred to as “Property of Apex Body”) in favour of the Apex Body.

24.4 The Apex Body shall be required to join in execution and registration of the appropriate Transfer Documents. The costs, expenses, charges, levies and taxes on such Transfer Documents and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Apex Body alone. Post the transfer of title to the Apex Body as contemplated hereinabove, the Apex Body shall be responsible for the operation and management and/or supervision of the said Land including any common areas facilities and amenities and the Promoter shall not be responsible for the same.

24.5 The Allottee shall, before delivery of possession of the said Flat as mentioned above, deposit the following amounts with the Promoter,-

- a. Rs. _____/- for share money of the Society
- b. Rs. _____/- Proportionate share of taxes and other charges/levies in respect of the Society and Apex Body (as and when applicable);
- c. Rs. _____/- Towards Application money, Entrance fee of Society/ Apex Body, Development

Charges, water, electricity, and other utility and services connection charges;

The above amounts are not refundable and no accounts or statement will be required to be given by the Promoter to the Allottee in respect of the above amounts deposited by the Allottee with the Promoter.

24.6 The Allottee shall pay to the Promoter a sum of Rs. _____ for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law / Advocates of the Promoter in connection with this Agreement, the transaction contemplated hereby, the formation of the Society/Apex Body, for preparing the rules, regulations and bye-laws of the Society/Apex Body, and, the cost of preparing and engrossing the Society Conveyance, Transfer Documents and other deeds, documents and writings.

24.7 The Promoter has informed the Allottee that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the said Land. The Promoter has further informed the Allottee that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee along with other Allottee(s) of flats/Shops in the Real Estate Project and/or on the said Land, and the Allottee shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the Allottee(s) of flats/Shops

on the Real Estate Project including the Allottee herein and the proportion to be paid by the Allottee shall be determined by the Promoter and the Allottee agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee nor any of the Allottee/s of Flats/Shops in the Real Estate Project shall object to the Promoter laying through or under or over the Land or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings/towers which are to be developed and constructed on any portion of the said Land.

24.8 The Apex Body shall be constituted under the guidelines to be framed by the Promoter and the Apex Body shall maintain, govern and administer the infrastructure and common areas of **Sector no 7, Building no 23** on the basis of such guidelines. The Apex Body shall unconditionally accept and adopt such guidelines as framed by the Promoter. It is clarified that the Apex Body/Promoter may charge additional charges/fees for maintaining **Sector no 7, Building no 23** over and above maintenance charges of infrastructure, common area and facilities. The Allottee(s) hereby unconditionally and irrevocably agree/s and undertake/s to make payment of such amounts as and when demanded by the Apex Body/Promoter.

24.9 The Allottee/s has/have hereby agreed to abide by the terms as laid down by the Promoter and the Allottee/s shall have no right to question and dispute the decision of the Promoter in regard to their powers and authorities for maintaining the infrastructure, common area and facilities. In the event of the Allottee/s failing to abide by the terms and conditions as laid down by the Promoter, the same shall be deemed as a breach of the terms of this Agreement and thereupon, the Promoter shall have the right to exercise the remedies under the law and as per the terms of this Agreement.

24.10 The Allottee/s shall at no time demand partition of the said Building and/or said Property etc. And/or his/her/their interest, if any, therein and the same shall never be partitioned.

24.11 All costs, charges and expenses to be incurred in connection with the formation of Apex Body as well as the costs of preparing, engrossing, stamping and registering all deeds, documents required to be executed by the Promoter, as well as the entire professional costs of the attorneys of the Promoter for preparing and approving all such documents shall be borne and paid proportionately by all the holders/allottees of the flats/premises etc. in all the buildings/wings of **Sector no 7, Building no 23**. The Promoter shall not be liable to contribute anything towards such expenses.

24.12 The Allottee(s) and the person/s, to whom the said Flat is permitted to be used shall, from time to time, sign all applications, papers and documents and do all acts, deeds, and things as the Promoter or the said Apex Body may require for safeguarding the interest of the Promoter and/or the Allottee(s) and other Allottee(s).

25.1 The name of entire Real Estate Project comprising of **Building No.23 Wing "D"** to be constructed on portion of said Land along with Common Areas and Amenities shall always be **"VINAY UNIQUE IMPERIA"** or such other name as may be confirmed by the Promoter and this name shall not be changed without the written permission of the Promoter.

25.2 It is expressly agreed that the said Flat contains specifications, fixtures, fittings and amenities as set out in the Sixth Schedule hereunder written and the Allottee(s) confirm/s that the Promoter shall not be liable to provide any other specifications, fixtures, fittings and amenities in the said Flat .

25.3 It is agreed that the said Flat shall be of RCC with normal brick with cement plaster only.

26 USAGE

The Allottee(s) shall use the said Flat only for residential purpose and not for any commercial or other activity. The Allottee(s) shall use the attached Balcony and Usable Area for lawful purpose. The Allottee(s)/s shall use the Parking Space/s, if allotted, only for the purpose of keeping or parking of the Allottee(s)'s own Car/Scooter.

27 COVENANT AND REPRESENTATION OF THE ALOTTEE(S)

27.1 The Allottee(s) by himself/herself/themselves with intention to bind all persons into whose hands the said Flat and other premises may hereinafter come, even after said Buildings and said Property is conveyed or leased in favour of the said Apex Body, is executed, hereby covenant/s with the Promoter as follows:

(i) Not to do or suffer to be done anything in or to the said Building, said Flat, staircase common areas or any passages which may be against the rules, regulations or byelaws of concerned local or any other authority or change/alter or make addition in or to the building or to the said Flat itself or any part thereof and to maintain the said Flat at the Allottee/s own cost in good repair and condition from the date on which the Allottee/s is/are permitted to use the said Flat. In the event of the Allottee(s) committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and also pay any penal charges levied by the authorities.

(ii) Not to store anything in the refuge floor nor store any goods in the said Flat which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the said Building or storing of such goods which is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the said Building and in case any damage is caused to the said Building on account of negligence or default of

the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach and shall repair the same at his/her/their own costs.

(iii) Not to change the user of the Flat and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the said Flat and not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces and/or refuge areas.

(iv) Not to demolish or cause to be demolished the said Flat or any part thereof neither at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said Flat or any part thereof and keep the portion, sewers, drains, pipes in the said Flat and appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect other parts of the said Building.

27.2 To carry out at his/her/their own cost all internal repairs to the said Flat and maintain the said Flat in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the Real Estate Project in which the said Flat is situated or the said Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the said Flat committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

27.3 Not to demolish or cause to be demolished the said Flat/Shop or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the Real Estate Project in which the said Flat is situated and shall keep the portion, sewers, drains and pipes in the said Flat and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the Real Estate Project in which the said Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Paradi or other structural members in the said Flat/Shop without the prior written permission of the Promoter and/or the Society;

27.4 Not to affix any fixtures or grills on the exterior of the said Building for the purposes of drying clothes or for any other purpose and undertakes not to have any laundry drying outside the said Flat. The standard design for the same shall be obtained by the Allottee/s from the Promoter and the Allottee(s)/s undertake/s to not fix any grill having a design other than the standard design approved by the Promoter.

27.5 Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Building **Vinay Unique Imperia** or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.

27.6 Not to delay / default in payment of the amounts to be paid to the Promoter in addition to the amounts collected in Clause _____ above and pay within ____ days of demand by the Promoter, their share of security deposit demanded by any concerned local authority or government, for giving water, gas connection or any electric supply company for giving electricity or any other service connection to the said Building.

27.7 Not to delay / default in payment of increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority from time to time.

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

27.9 Not to transfer or assign the Allottee(s)'s right, interest or benefit under this Agreement and / or let, sublet, sell, mortgage and / or otherwise transfer, assign or part with occupation or give on leave and license, care taker, paying guest or tenancy basis or induct any person/s into or part with the said Flat without the prior written consent of the Promoter /Society. Such consent, if granted shall be subject to the terms and conditions imposed and stipulated by the Promoter/Society therein.

27.10 Shall not violate and shall abide by all rules and regulations framed by the Promoter / its designated project manager or by the Society / Apex Body, for the purpose of maintenance and up-keep of the said Building **Vinay Unique Imperia** and in connection with any interior / civil works that the Allottee(s)/s may carry out in the said Flat.

27.11 Shall not violate and shall observe and perform all the rules and regulations which the Society/Apex Body may have at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building **Vinay Unique Imperia** and the premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the said Society regarding the occupation and use of the said Flat in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

27.12 Not to change the user of the said Flat/Shop without the prior written permission of the Promoter, Society and concerned authorities;

27.13 Shall not do or permit or suffer to be done anything in or upon the said Flat or any part of the said Building which is or may, or which in the opinion of the Promoter is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining premises or the neighbourhood provided always that the Promoter shall not be responsible to the Allottee/s for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining premises of the said Building and the Allottee/s shall not hold the Promoter so liable;

27.14 Shall not obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the said Flat or in or on the common stairways, refuge areas, corridors and passageways in and of the said Building.

27.15 Shall never in any manner enclose any balcony/chajja/flower beds/pocket terrace/s and other areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the said Flat and keep the same unenclosed at all time. The Promoter shall have the right to inspect the said Flat at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Allottee(s)/s and also to recover costs incurred for such demolition and reinstatement of the said Flat to its original state.

27.16 The Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Flat/Shop and the Real Estate Project or any part thereof to view and examine the state and condition thereof.

27.17 Till the Larger Land is conveyed/leased in favour of the Apex Body , the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Land, the buildings/towers/units thereon, or any part thereof, to view and examine or any part thereof for the purpose of making, maintaining, rebuilding, cleaning, lighting and keeping in order and good conditions all services, drains, pipes, cables, water covers,

gutters, wires, party walls, structure or other conveniences belonging to or serving or used for the said Building **Vinay Unique Imperia** and also for the purpose of laying down, maintaining, repairing and also for purpose of cutting of essential services including water supply.

27.18 Not to permit any person in the employment of the Allottee/s (such as domestic help, drivers, cleaners etc.) to sleep and / or occupy the common area of the said Building such as passage, lobby, stair case and / or any part of the said Property.

27.19 Breach of any of these conditions shall cause this Agreement, ipso facto, to come to an end and notwithstanding anything contained to the contrary herein and without prejudice to all other rights that the Promoter may have against the Allottee/s either under this Agreement or otherwise, the Promoter shall have the right to terminate this Agreement on the breach of the aforesaid conditions.

27.20 In addition to the aforesaid conditions, the Allottee/s further binds himself/herself/themselves in respect of the said Flat and covenants as under:

(i) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat into the compound or the refuge floor or any portion of the said Property / said Building **Vinay Unique Imperia**, If the Allottee/s or members of his/her/their family or any servant or guest of the Allottee/s commits default of this sub clause then the Allottee/s shall immediately rectify the same at his/her/their own costs and expenses.

(ii) Shall not at any time cause or permit any public or private nuisance or to use the loud speaker etc in or upon the said Flat, said Building or the said Property or **Vinay Unique Imperia** or any part thereof or do anything which shall cause an annoyance, inconveniences, suffering, hardship or disturbance to the occupants or to the Promoter. If the Allottee/s or members of his/her/their family or any servant or guest of the Allottee/s commits default of this sub clause then the Allottee/s shall immediately take remedial action at his/her/their own costs and expenses

(iii) Shall not discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the said Flat and/or said Building **Vinay Unique Imperia** nor litter or permit any littering in the common areas in or around the said Flat and/or the **Vinay Unique Imperia** and at the Allottee/s own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated at the said Flat and/or said Building **Vinay Unique Imperia** to the requirement and satisfaction of the Promoter and/or relevant government and statutory authorities. If the Allottee/s or members of his/her/their family or any servant or guest of the

Allottee/s commits default of this sub clause then the Allottee(s)/s shall immediately take remedial action.

(iv) Shall not do either by himself/itself or any person claiming through the Allottee(s)/s anything which may or is likely to endanger or damage the said Building **Vinay Unique Imperia** and the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the said Building **Vinay Unique Imperia**. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the said Building **Vinay Unique Imperia**. If the Allottee/s or members of his/her/their family or any servant or guest of the Allottee/s commits default of this sub clause then the Allottee/s shall immediately take remedial action

(v) Shall not display at any place in the said Building **Vinay Unique Imperia** any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Allottee/s shall not stick or affix pamphlets, posters or any paper on the walls of the said Building **Vinay Unique Imperia** or Common Areas and Facilities of **Building no 23, D wing** therein or in any other place or on the window, doors and corridors of the said Building **Vinay Unique Imperia**.

(vi) Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the said Building **Vinay Unique Imperia** or the exterior wall of the said Flat or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or dish antenna any other thing whatsoever save and except the name of the Allottee(s) in such places only as shall have been previously approved in writing by the Promoter in accordance with such manner, position and standard design laid down by the Promoter;

(vii) Shall cause the Apex Body to paint the said Building **Vinay Unique Imperia** at least once in every five years maintaining the original colour scheme even after the agreement is executed in favour of the Apex Body.

28 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee/s as follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in the Title Certificate:

(i) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the said Building **Vinay Unique Imperia** shall obtain requisite approvals from

time to time to complete the development of the said Building **Vinay Unique Imperia**, if and when necessary;

(ii) There are no encumbrances upon the said Building **Vinay Unique Imperia** except those disclosed to the Allottee(s);

(iii) There are no litigations pending before any Court of law with respect to the said Building and **Vinay Unique Imperia** except those disclosed to the Allottee(s)/s;

(iv) All approvals, licenses and permits issued by the competent authorities with respect to the said Building, are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the said Building **Vinay Unique Imperia**, shall be obtained by following due process of law and the Promoter have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Building **Vinay Unique Imperia** and common areas;

(v) The Promoter has the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the Promoter are restricted to enter into these presents;

(vi) At the time of execution of Transfer Deed in favour of the Society, the Promoter shall handover lawful possession of superstructure of building of **Vinay Unique Imperia** and Common Areas and Amenities of **Vinay Unique Imperia** as detailed in the ____ Schedule hereunder written to the Society to the Society ;

(vii) At the time of execution of Transfer Deed of Apex Body in favour of Apex Body, the Promoter shall handover lawful possession of Property of Apex Body to Apex Body;

(viii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Flat, which will, in any manner, affect the rights of Allottee under this Agreement;

(ix) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Allottee in the manner contemplated in this Agreement;

(x) At the time of execution of the Society Conveyance, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Real Estate Project as detailed in the _____ Schedule hereunder written to the Society;

(xii) 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 Real Estate Project to the competent Authorities till the Promoter obtains Occupation Certificate and thereupon the same shall be borne by the Society;

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

29 MAINTENANCE CONTRACT

The Promoter shall have the right to enter into contract with any third party/agency for the purpose of maintenance and upkeep of the said Building and **Vinay Unique Imperia** such decision shall be final and binding until the conveyance/transfer of superstructure of buildings, wings of **Vinay Unique Imperia** is done in favour of the Society. Thereafter, the Society will undertake to maintain the said Building and **Vinay Unique Imperia** and every part thereof in the manner as it was handed over save and except normal wear and tear of the property and the Society shall create and maintain a sinking fund for the purpose of such maintenance.

30 HOARDINGS AND SIGN BOARDS

It is expressly agreed that the Promoter shall have an irrevocable right and be entitled to put a hoarding on **Vinay Unique Imperia** or any parts of including on the terrace and/or on the parapet wall and such hoardings may be illuminated or comprising of neon sign and for that purpose, the Promoter are fully authorized to allow temporary or permanent construction or erection for installation either on the exterior of the Building or on **Vinay Unique Imperia** as the case may be and further the Promoter shall be entitled to use and allow third parties to use any part of the Building **Vinay Unique Imperia** for installation of cables, satellite, communication equipment, cellular telephone equipment, radio turnkey equipment, wireless equipment and all other equipment's etc. The Allottee/s agree(s) not to object or dispute the same so long as the same does not affect the said Flat. It is further expressly agreed that the Promoter shall have an irrevocable right and be entitled to receive, recover, retain and appropriate all the rents, profits and other compensation including any increase thereof and the Allottee/s / Society/Apex Body shall not have any right or be entitled to any of the rents, profits and other compensation including any increase thereof or any part thereof. All the rents, profits and other compensation including any increase thereof shall solely and absolutely belong to the Promoter.

31 TRANSFER

The Allottee/s shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the said Flat or dispose of or alienate otherwise howsoever, the said Flat and/or its rights, entitlements and obligations under this Agreement to any third party or otherwise, until all the dues, taxes, deposits, cesses, Sale Consideration and all other amounts payable by the Allottee/s to the Promoter under this Agreement, are fully and finally paid together with applicable interest thereon, if any. In the event the Allottee/s is/are desirous of transferring the said Flat and/or his/her/their rights under this Agreement, then the Allottee/s shall be required to obtain prior written consent of the Promoter, which consent shall be given by the Promoter, subject to such terms and conditions as the Promoter may deem fit and proper.

32 MORTGAGE

32.1 The Allottee(s) hereby grant/s his/her/their irrevocable consent to the Promoter mortgaging the said Property with the said Building **Vinay Unique Imperia** being constructed thereon, to enable the Promoter to augment the funds for the development of the said Land. The Promoter shall clear the mortgage debt of the **Vinay Unique Imperia**, if any, in all respects before the execution of Transfer Deed of Apex Body in the manner provided in this Agreement.

32.2 After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said 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 who has taken or agreed to take such said Flat.

32.3 Notwithstanding anything contrary contained herein or in any other letter, no objection, permission, deeds, documents and writings (whether executed now or in future by Promoter) and notwithstanding the Promoter giving any no objection/permission for mortgaging the said Flat or creating any charge or lien on the said Flat and notwithstanding the mortgages/charges/lien of or on the said Flat, the Promoter shall have first and exclusive charge on the said Flat and all the right, title and interest of the Allottee/s under this Agreement for recovery of any amount due and payable by the Allottee(s)/s to Promoter under this Agreement.

33 Binding Effect:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the Schedules and Annexures along with the payments due as stipulated in the Payment Plan at Clause 3.6 above, within 30 (thirty) days from the date of receipt thereof by the Allottee and secondly, appears for registration of the same before the concerned Office of the Sub-Registrar of Assurances as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to

the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee 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 for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

34 ENTIRE AGREEMENT:

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, booking form, letter of acceptance, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat, as the case may be.

35 RIGHT TO AMEND:

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

36 PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE(S) AND SUBSEQUENT ALLOTTEE(S)

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

37 WAIVER

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

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

38 SEVERABILITY

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

39 METHOD OF CALCULATION OF PROPORTIONATE SHARE

Wherever in this Agreement it is stipulated that the Allottee(s) has/have to make any payment, in common with other Allottee(s) in **Vinay Unique Imperia**, the same shall be in proportion to the carpet area of the said Flat to the total carpet area of all the other premises/units/areas/spaces in **Vinay Unique Imperia**.

40 FURTHER ASSURANCES

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

41 PLACE OF EXECUTION AND REGISTRATION

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

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

41.3 The Allottee/s shall bear and pay all the amounts payable towards stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all documents for allotment of the said Flat including on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Allottee(s)'s account.

42 FULL AGREEMENT

The Parties hereto confirm that this Agreement constitutes the full agreement between the Parties hereto and supersedes all previous agreements, arrangements, understanding, writings, allotment, letters, brochures and/or other documents entered into, executed and/or provided.

43 INDEMNITY

The Allottee/s hereby agrees to indemnify and keep indemnified, saved, defended and harmless the Promoter against any or all claims, losses, damages, expenses, costs or other liabilities incurred or suffered by the Promoter from or due to any breach by the Allottee/s of its covenants, representations and warranties under this Agreement or due to any act, omission, default on the part of the Allottee/s in complying/performing his/her/their obligations under this Agreement.

44 NOTICE

All notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Courier or Registered Post A.D or notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Notified Email ID: _____

M/S. IMERIUM BUILDCON LLP.

4th Floor, Saheb Building, 195, D. N Road,

Above Central Camera, Fort, Mumbai 400001

Notified Email ID: leeleesh@vinayunique.com

It shall be the duty of the Allottee 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 A.D. failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

45 PAN

For the purposes of this transaction, the details of the PAN of the Promoter and the Allottee(s) are as follows:

(i) Promoter PAN **AADFI8086K**

(ii) Allottee(s) PAN

46 Joint Allottees:

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

47 Stamp Duty and Registration Charges:

47.1 The charges towards stamp duty fees and registration charges of this Agreement shall be borne by the Allottee alone.

47.2 However in future the New Allottee shall be entitled to claim adjustment/set off of the stamp duty amount as per the provisions of Article 5G A (ii) of Schedule 1 of Bombay Stamp Act 1958.

48 Dispute Resolution:

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

49 Governing Law:

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

50 LEGAL ADVICE

The Allottee/s hereby declares that he/she/they has/have gone through this Agreement and all the documents related to the **Vinay Unique Imperia** and also the said Building and has / have expressly understood the contents, terms and conditions of the same and the Allottee/s after being fully satisfied has / have entered into this Agreement and further agrees not to raise any objection in regard to the same.

IN WITNESS WHEREOF, the Parties hereto have set and subscribed their respective hands and seal to this Agreement on the day and the year first hereinabove written.

THE FIRST SCHEDULE HEREINABOVE REFERRED TO

(Description of the said Land)

Village Dongre, District Palghar, Survey No	Hissa No.	Area in sq. mtrs. As per 7/12 Extract	Area in sq. mtrs. Under building out of column C
A	B	C	D
46(491)	1	17730.00	953.49
TOTAL		17730.00	953.49

Forming part of **Sector VII**, lying being and situate at Village DONGARE (old Village NARINGI), Taluka Vasai, District Thane, within the area of Sub-Registrar at Vasai No. II (Virar) and within the jurisdiction of VASAI-VIRAR SHAHAR MAHANAGARPALIKA.

THE SECOND SCHEDULE HEREINABOVE REFERRED TO

(Description of the said Property)

Building No 23, D Wing (Part) Forming part of **Sector VII**, lying being and situate at Village DONGARE (old Village NARINGI), Taluka Vasai, District Thane, within the area of Sub-Registrar at Vasai No. II (Virar) and within the jurisdiction of VASAI-VIRAR SHAHAR MAHANAGARPALIKA.

THE THIRD SCHEDULE HEREINABOVE REFERRED TO

(Description of the said Flat")

Bearing Flat/Shop No. _____ admeasuring _____ square metres carpet area on the _____ floor **Building no. 23 Wing D of Vinay Unique Imperia** of the said Complex "**Sector no 7, Building no 23**"to be / being constructed on the said Land described the First Schedule hereinabove .

THE FOURTH SCHEDULE HEREINABOVE REFERRED TO

(List of amenities and facilities in the said Flat)

- Vitrified Tiles Flooring in Entire flat.
- POP Cornice moulding in living room.
- Exquisite granite kitchen platform with stainless steel sink.
- Designer Kitchen trolley.
- Exquisite marble / Granite frames in each window.
- Full height glazed tiles in WC and bathroom.
- PVC water tank and geyser in common bathroom.
- OBD paint in all room.
- Concealed copper electric wiring with essential point like telephone, TV antenna, Refrigerator, exhaust, washing machine etc.
- Concealed plumbing with premium quality sanitary ware.
- Decorative Main door.
- Designer safety railings.
- Decorative entrance lobby for each wing.
- Lift of a reputed company.
- Firefighting system.

SIGNED SEALED AND DELIVERED BY _____)

the within named "**PROMOTER**" _____)

M/S. IMERIUM BUILDCON LLP, through its _____)

Partner _____, _____)

the presence of _____)

)

)
SIGNED AND DELIVERED BY THE)
Withinnamed ALLOTTEES)
_____)
_____)
_____)
In the presence of)
)
)
RECEIVED the day and year first herein)
above written of and from the withinnamed)
Allottee/s a sum of Rs. _____ /-)
(Rupees _____ Only)
being the amount paid by him/her/them to)
us by:)

Rs. /-

WE SAY RECEIVED

For M/S. IMERIUM BUILDCON LLP.

Partner