

AGREEMENT FOR SALE

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

BETWEEN

Kalpataru Gardens Private Limited, a company incorporated under the Companies Act, 1956, and existing under the Companies Act, 2013, having its registered office at 101, Kalpataru Synergy, Opposite Grand Hyatt, Santacruz (East), Mumbai 400 055, hereinafter referred to as the “**Promoter**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **One Part**,

AND

Mr. / Ms. / Mrs. _____,

Indian Inhabitant/s having his / her / their address at _____

_____,
[or] _____, **LLP**, a limited liability partnership, constituted under the Limited Liability Partnership Act, 2008, having its registered office at _____

_____, represented herein by its duly authorised partner _____,

[or] **Messrs.** _____, a partnership firm, registered under the Indian Partnership Act, 1932, having its principal place of business at _____

_____, represented herein by its duly authorised partner _____,

[or] _____ **Private Limited/Limited**, a company incorporated under the Companies Act, 1956, and existing under the Companies Act, 2013, having its

registered office at _____,
 [or] _____ HUF, a Hindu Undivided Family, having its address at _____,
 _____, represented herein by its karta and manager _____,
 [or] _____ trustees of the private trust constituted under the Deed of Trust/Settlement dated _____, having their/its address at _____,
 [or] _____ **Trust**, a public trust registered under the _____ Act, 19_____, having its registered office at _____, represented herein by its duly authorised trustees, hereinafter referred to as the “**Allottee/s**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, in the case of a/an: (i) individual or individuals, his, her or their respective heirs, legal representatives, executors, administrators, successors and permitted assigns, (ii) limited company, or limited liability partnership, its successors and permitted assigns, (iii) partnership firm, the partners from time to time of the firm and the heirs, legal representatives, executors and administrators, of its last surviving partner its or their successors and permitted assigns, (iv) hindu undivided family, the karta and manager and the coparceners from time to time thereof and the survivors or survivor of them and the heirs, legal representatives, executors and administrators, of the last survivor of them, its or their successors and permitted assigns and (v) trust, the trustees for the time being and from time to time of the trust and the survivors or survivor of them and its/their successors and permitted assigns) of the **Other Part**.

All capitalized terms in this Agreement shall have the meanings as respectively assigned to them in Article (1.1). Any word or phrase defined in the body, or schedules, or annexures, of this Agreement, as opposed to being defined in Article (1.1), shall have the meaning assigned to such word or phrase in this Agreement.

Whereas:

- (A) By and under the deeds and writings as set out in the statement annexed hereto and marked **Annexure ‘A’** hereto, Kiyana Properties Private Limited had been exclusively entitled to (including to develop) the Larger Land.
- (B) With respect to the portion of the Larger Land, that is, the land admeasuring 1050 square metres, earlier bearing Survey No. 201 (Part) of Village Bhandup, and formerly bearing C.T.S. No. 283/1 (Part) and now bearing C.T.S. No. 283/A (Part) (hereinafter referred to as the “**Demised Premises**”) along with the structures thereon, the following events has occurred:
 - (a) Hindustan Petroleum Corporation Limited was in possession of the leased land admeasuring approximately 1830.29 sq. mtrs. (hereinafter referred to as the “**Original Lease Land**”) of which the Demised Premises formed a part thereof.
 - (b) The Predecessor of title of the Larger Land [i.e. WRM Private Limited (formerly known as Western Rolling Mills Private Limited)] had filed T.E.& R Suit No. 20/20 of 2003 in the Small Causes Court at Mumbai, against Hindustan Petroleum Corporation Limited for recovery of vacant peaceful possession of the Original Lease Land and for other reliefs as prayed therein;
 - (c) During pendency of T.E.& R Suit No. 20/20 of 2003 (referred above), WRM Private Limited sold to Kiyana Properties Private Limited, the Original Lease Land alongwith other portion of lands under the Deed Conveyance referred to in the statement annexed hereto and marked **Annexure ‘A’**;

(d) The consent terms was filed in T.E.& R Suit No. 20/20 of 2003(referred above) and in terms of the consent terms a consent decree was passed on 20th December, 2013 (hereinafter referred to as the “**Consent Decree**”);

(e) In terms of the Consent Terms and the Consent Decree as aforesaid, Hindustan Petroleum Corporation Limited gave up its rights and claims on the said Original Lease Land, and handed over vacant and peaceful possession thereof to Kiyana Properties Private Limited.

(f) Kiyana Properties Private Limited thereupon retained a portion admeasuring 780.29 square metres from and out of the Original Lease Land, along with the structures thereon.

(g) By and under a Leave and License Agreement dated 31st December, 2014 (hereinafter referred to as the “**Leave and License Agreement**”) executed between Kiyana Properties Private Limited and Hindustan Petroleum Corporation Limited, registered with the Sub-Registrar of Assurances Kurla-4 under Serial No. KRL-4/961/2015, Kiyana Properties Private Limited granted a leave and license to Hindustan Petroleum Corporation Limited to use the land admeasuring approximately 1050 square metres from and out of the Original Lease Land (i.e. the Demised Premises), along with the structures thereon, and more particularly described in the Schedule thereunder written, for a term / period of 60 (sixty) months commencing on and from 1st December, 2013 and expiring on 30th November, 2018, for the purpose of its retail outlet for marketing / sale of its petroleum products, and conducting allied retail activities / business thereon, at or for the license fee and on the terms and conditions as recorded and contained therein and in the Consent Terms. It has been also agreed that the parties therein shall enter into 2 (two) further Leave and Licence Agreements for two renewal periods of 5 (five) years each (whereby the leave and license shall come to an end on 30th November, 2028), on similar terms and conditions as set out in the said Leave and License Agreement, subject to Hindustan Petroleum Corporation Limited not being in breach of any of the terms and conditions of the said Leave and License Agreement.

(h) The Promoter has demised unto Ananta Ventures LLP, the Demised Premises for the term of 999 years at the rent of Re.1 per annum thereby reserved and upon and subject to the terms, conditions and covenants contained in the Indenture of Lease dated 14th July, 2017 made by and between the Promoter as the Lessor of the One Part and Ananta Ventures LLP as the Lessee of the Other Part and further subject to the leave and licence granted in favour of Hindustan Petroleum Corporation Limited (as referred above).

- (C) The portion of the Larger Land, falling in Special Industrial Zone was permitted to be utilized for local commercial and residential users vide MCGM Permission No. CHE/4164/DPES dated 10th November, 2010 and subsequently by Order Nos. CHE/5541/DPES dated 15th February 2011, U/No. CHE/4164/DPES dated 9th June, 2014 and U/No. CHE/4164/DPES dated 30th April, 2016 and was accordingly available for development then bearing C.T.S. Nos. 283, 283/1 to 17 and now bearing new CTS No. 283A of Village Bhandup, Taluka Kurla, Mumbai Suburban District being the Whole Project Land. The Whole Project Land is shown on the plan annexed hereto as “**Annexure “B”**” and the photocopy of the relevant Property Register Card of the Whole Project Land are hereto annexed and marked **Annexure ‘C’**;

- (D) Kiyana Properties Private Limited commenced the development of the Whole Project Land in three (3) phases, over a period of time, by constructing a complex to be known as “Kalpataru Crest” (hereinafter referred to as the “**Whole Project**”), that is, the development and construction thereon, of:
- (a) Two (2) proposed multi-storied residential buildings, to be respectively known as “Wing A-Aspire” and “Wing B-Avalon”, each having upto thirty-six (36) habitable floors, together with three (3) basements, ground floor (part) and stilt (part) including one fire check floor together with various infrastructure, amenities and facilities including vehicle parking spaces thereon and Common Areas & Amenities and the respective Limited Common Areas & Amenities; and,
 - (b) One (1) proposed multi-storied residential/commercial building, together with various infrastructure, amenities and facilities and the Common Areas & Amenities and the Limited Common Areas & Amenities for the commercial building.
- (E) (a) By an Order dated 13th February, 2015, passed by the Hon’ble Bombay High Court in Company Scheme Petition No. 845 of 2014, Kiyana Properties Private Limited was merged and amalgamated with Kalpataru Gardens Private Limited (i.e. the Promoter herein), in accordance with the Scheme of Amalgamation filed before the Hon’ble Bombay High Court.
- (b) Pursuant to and by virtue of the said amalgamation and in terms of the aforesaid recited Order, the entire business and undertaking of Kiyana Properties Private Limited, as a going concern and all the assets and liabilities, rights and obligations, entitlements, including actionable claims of whatsoever nature belonging to or in possession of or granted in favour of or enjoyed by Kiyana Properties Private Limited, including the benefits and interest in the said Larger Land/the said Whole Project Land and the benefits of all statutory approvals, permissions, sanctions and orders granted to Kiyana Properties Private Limited by various authorities stood transferred to and now vests in the Promoter. In the circumstances, the Promoter (i.e. Kalpataru Gardens Private Limited) have become absolutely entitled to the Whole Project Land and to deal with the same in the same manner as Kiyana Properties Private Limited, would have been entitled to, and to discharge all the obligations in respect to the Whole Project had the aforesaid recited Order not been passed;
- (F) The Promoter has handed over to MCGM the Set Back Area/s and pursuant thereto, the Setback Area/s have been allotted new C.T.S Nos 283B and 283C. Accordingly, the CTS Nos of the Whole Project Land has been revised and now bears CTS No. 283A and the area of the Whole Project Land has been derived after excluding the Setback Area/s.
- (G) The Promoter has handed over to MCGM the Amenity Open Space and the Promoter has granted to the MCGM the 6.0 m wide Temporary Right Of Way connecting the Amenity Open Space to the 12 metres wide existing municipal road abutting the Larger Land since as the municipal road/access to the Amenity Open Space is not fully developed.
- (H) The Promoter has registered the Project, as a “*real estate project*” as defined in RERA with the Maharashtra Real Estate Regulatory Authority at Mumbai bearing Registration No. _____ under the name “Kalpataru Crest”. Photocopy of

the RERA Certificate for the Project is annexed hereto and marked as **Annexure ‘C-1’**.

- (I) All projects/phases in the Whole Project, shall have a proportionate undivided interest in the Common Areas & Amenities, which will be ultimately held by the Apex Body as provided herein, and through the Apex Body, as determined by the Promoter, in its discretion.
- (J) The Promoter has also commenced, and completed, the construction of one of the multi-storied residential buildings known as “Wing A-Aspire” (i.e. one of the Balance Projects) and has obtained the occupation certificate no. _____ dated _____ in respect thereof. Having acquired the occupation certificate prior to 31st July, 2017, the same is not required to be registered under RERA.
- (K) The Promoter commenced, and completed, the construction of the Project and has obtained the Occupation Certificate in respect thereof.
- (L) The Promoter intends to sell and allot any of the Premises in the Project, on an “*ownership basis*” under the provisions of Applicable Law, from time to time, and/or the grant of leases, tenancies, licences, and/or any other alienation or disposal of such Premises, as the Promoter deems fit, in its discretion.
- (M) The Promoter has: (i) appointed the Project Architect and the Project Engineer in respect of the design and execution of the Project and has accepted their professional supervision, (ii) obtained the Certificate of Title, and (iii) obtained the Occupation Certificate in respect of the Project.
- (N) The Allottee/s has/have approached, and applied to, the Promoter, for allotment to the Allottee/s, of the Apartment, with the benefit to use the Parking Space/s as an amenity thereto. In this regard, the Allottee/s has/have demanded from the Promoter, and the Promoter has given to the Allottee/s, inspection of the documents and records (including the Plans and Approvals) relating to the Larger Land including the Whole Project Land, and the Whole Project including Project, as well as all other documents specified under RERA, as required to be disclosed. The Allottee/s has/have satisfied himself/ herself/themselves/itself in respect thereof, including the Promoter’s title to the Whole Project Land, and the status thereof.
- (O) Based upon the agreements, confirmations and undertakings of and applicable to the Allottee/s herein, including to observe, perform and comply with all terms, conditions and provisions of this Agreement, the Promoter has agreed to allot and sell the Apartment to the Allottee/s, strictly upon and subject to the terms, conditions and provisions hereof.
- (P) Under the provisions of RERA and MOFA (as applicable), the Parties are required to execute an agreement for sale, being this Agreement, and to register the same under the provisions of the Indian Registration Act, 1908.

Now It Is Hereby Agreed, By And Between The Parties As Follows: -

Article 1 - Definitions & Interpretation

1.1 Definitions

- 1.1.1 “Aggregate Payments” means all amounts, charges, deposits, interest, damages, liabilities, contributions including fund contributions and corpus, etc., including the Purchase Price, Interest, Liquidated Damages, Other Charges & Deposits, and Taxes payable, agreed to be paid, and/or required to be paid by the Allottee/s herein and in relation to, and/or in pursuance of, the agreement for allotment and sale herein.
- 1.1.2 “Agreement” means this Agreement, including all recitals and schedules herein and all annexures hereto, and also includes any modification hereof reduced to writing and executed by the duly authorised representative/s of the Promoter and by the Allottee/s, which writing shall be expressed to be supplemental to, or as a modification or amendment of, this Agreement.
- 1.1.3 “Allottee/s Event of Default” includes the occurrence of all or any of the following events:
- 1.1.3.1 the Allottee/s delaying, or committing default in making, and/or failing, refusing, or neglecting, to make payment of any of the Aggregate Payments, or any part/s thereof on or before respective due dates; and/or
- 1.1.3.2 the Allottee/s committing any breach or default of, or not being in observance, performance, or compliance with any of the terms, conditions, covenants, undertakings, representations and/or warranties contained in this Agreement, and/or as given by him/her/them/it under this Agreement, and/or of any Approvals and/or Applicable Law, etc.; and/or
- 1.1.3.3 the Allottee/s has/have been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up or dissolved, as the case may be; and/or
- 1.1.3.4 the Allottee/s receiving any notice from Governmental Authority, and/or any foreign state or government, and/or any authorities of any foreign state or government, under any laws, rules, or regulations, and/or the Allottee/s involvement in any money laundering and/or illegal activity/ies, and/or the Allottee/s being declared to be proclaimed offender/s and/or a warrant being issued against him/her/them/it under any laws, rules, or regulations; and/or,
- 1.1.3.5 the Allottee/s failing, neglecting, or refusing, to attend at the Office of the Sub-Registrar/Joint Sub-Registrar of Assurances concerned, for registration of this Agreement and/or admitting execution hereof.
- 1.1.4 “Apartment” means the proposed residential dwelling unit in the Project described in **Annexure ‘E’** hereto, which is shown on the typical floor plan thereof annexed hereto and marked **Annexure ‘I-1’** and which is more particularly described in the **Third Schedule** hereto.
- 1.1.5 “Apartment Amenities” means the amenities, fixtures and fittings proposed to be provided in the Apartment, as listed in the Statement annexed hereto at **Annexure ‘J’** hereto.

- 1.1.6 “Applicable Law” includes all laws, rules, regulations, development control rules and regulations including the orders, judgments, decrees, ordinances, guidelines, notices, notifications, schemes, Government Resolutions (GRs) and directions, the Approvals, and the terms and conditions thereof, as may be issued, or imposed, or required, or mandated, in any manner by any Governmental Authority, or courts of law, or judicial or quasi-judicial bodies or authorities, and as are, or may be, in force from time to time, and/or applicable to the Whole Project, and/or Whole Project Land, or any part/s thereof; all being of the Republic of India.
- 1.1.7 “Approvals” includes all approvals, permissions, sanctions, licences, and no objection certificates/letters, by whatever name called, obtained, in the process of being obtained, and to be obtained, under Applicable Law, as the Promoter may consider necessary and expedient, and/or as required by any Governmental Authority, inter alia, in relation to the development of the Whole Project, including Project, and/or, inter alia, in relation to the Whole Project Land, or any part thereof, and includes specifically: (1) the Plans (including the Amended Plans) sanctioned in respect of the Whole Project, including Project, and (2) the IOD, Commencement Certificate and the Occupation Certificate issued by the MCGM in respect of the Project, copies whereof are annexed hereto and marked **Annexures ‘D-1 to D-3** respectively, together with all further IODs, Commencement Certificates and other approvals, permissions, sanctions, licences, no objection letters/certificates, and together with renewals, extensions, revisions, amendments and modifications thereof, from time to time, as the Promoter may consider necessary and expedient, or for the betterment of the Whole Project including Project, in its discretion, and/or as required by the MCGM and/or any Governmental Authorities.
- 1.1.8 “Amended Plans” means the plans amending the initial building plans, and sanctioned by the MCGM under the Amended Plans Approval.
- 1.1.9 “Amended Plans Approval” means the letter bearing no. _____ dated _____ issued by the MCGM sanctioning the Amended Plans and issued in pursuance of earlier approval letters, issued from time to time.
- 1.1.10 “Apex Body” means a corporate body, association, organisation or other entity, as may be formed and constituted by the Promoter, at its discretion, under any Applicable Law, having as its members and constituents: (1) the entities and organisations formed in respect of all projects to be developed and completed upon the Whole Project Land, and/or (2) the Promoter, and/or (3) any other persons or parties, including the holders and/or lessees (including the lessee of the Demised Premises), from time to time, of parts or portions of the Whole Project Land; as the Promoter deems fit in its discretion, and in terms of Article (11) of this Agreement.
- 1.1.11 “Balance Projects” means the developments of the buildings/wings/projects (that is, excluding Project), from time to time, as separate projects/phases, including the limited common areas & amenities related thereto, on various parts of the Whole Project Land, as determined by the Promoter.
- 1.1.12 “Booking Amount” means the earnest money/deposit stated in **Annexure ‘H’** hereto and payable to the Promoter.

- 1.1.13 “Carpet Area (RERA)” means the proposed carpet area of the Apartment stated in the Statement annexed hereto at **Annexure ‘E’**, as presently determined on the basis of the net usable floor area of the Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment and is as per RERA.
- 1.1.14 “Certificate of Title” means (i) the certificate of title/Title Search Report dated _____ issued by Advocate Vaibhav V. Karmarkar and (ii) Addendum dated _____ issued by Advocate Vaibhav V. Karmarkar, certifying the Promoter’s rights and entitlements in respect of the Whole Project Land, photocopy whereof are annexed hereto and marked **Annexure ‘F’** and **Annexure ‘F-1’**.
- 1.1.15 “Common Areas & Amenities” means the areas, amenities, utilities and facilities to be developed upon the Whole Project Land, in phases, as a part of the Whole Project, which may be available in addition to Development Potential, with or without payment of premiums, all within the Whole Project Land which are intended for the common use of, inter alia, the allottees/purchasers and occupants from time to time of Premises in the Whole Project, and more particularly described in **Part A** of the Statement annexed hereto and marked **Annexure ‘G’**. Common Areas & Amenities include three basements, ground and stilt and other necessary amenities, but exclude Limited Common Areas & Amenities and vehicle parking spaces, other than open parking spaces.
- 1.1.16 “Confidential Information” includes all information imparted by the Promoter to the Allottee/s, and obtained by the Allottee/s under, and/or in connection with this Agreement on, before, or after, the date of execution of this Agreement, relating to the Larger Land, Whole Project Land, and/or the Project and/or the Whole Project, and/or current or projected plans or affairs of the Promoter, or Promoter Affiliates, including: (i) this Agreement and the terms hereof, (ii) all documents, records, writings, Plans, Approvals, the Informative Materials, etc., product information and unpublished information related thereto, and any other commercial, financial or technical information relating to the, Larger Land, Whole Project Land, and/or the Whole Project including Project or any part/s thereof, and (iii) the existence of any discussions, or negotiations, any proposal of business terms, and any due diligence materials, and other transaction documents, in each case to the extent relating to the transaction contemplated under this Agreement.
- 1.1.17 “Construction Defects” means defects in the materials used in the construction of the Project which would result in the failure of a component part thereof or result in damage thereto; and shall always exclude wear and tear, loss or damage due to a Force Majeure Event, minor changes/ cracks on account of any variation in temperature/weather, misuse, unauthorised or non-permitted alterations, renovations or repairs and loss or damage caused by any act, omission, negligence, and/or failure to undertake proper and effective care and maintenance as a prudent person would.
- 1.1.18 “Corpus Fund/s” shall mean the fund constituted or to be constituted for the maintenance of the Club House, Common Areas & Amenities, any other facilities/areas, to be held and/or maintained by the Apex Body, and shall be the amounts stated in Article (3.4.), payable to the Promoter.

- 1.1.19 “Day” means the working day, in the State of Maharashtra as notified by State Government of Maharashtra from time to time.
- 1.1.20 “Date of Offer of Possession” means the date of the written communication to be addressed by the Promoter to the Allottee/s, under which the Promoter shall offer possession of the Apartment in terms of Article (6) hereinbelow; which is currently estimated by the Promoter, to be the date stated in **Annexure ‘E’** hereto, subject to Force Majeure.
- 1.1.21 “Development Potential” means the entire current, enhanced, future and estimated/projected/envisaged, FSI/ FAR, premium/paid FSI, fungible FSI, incentive/additional/compensatory FSI, floating FSI, DR, TDR, and other development potential, benefits, potential, yield, and/or advantages, and/or as may be available on any account whatsoever, and/or any other rights and/or benefits of any nature whatsoever, and by whatever name called or may be, available, or acquired, under any Applicable Law, or otherwise howsoever, including by way of hand over and/or transfer, to any Governmental Authority or persons, of any or all of the Reservations or any part/s of the Whole Project Land. The areas that will be available, with or without payment of any premium, to be utilised in (a) open/enclosed/dry/utility balconies and exclusive terraces, cupboard niche, (b) the Limited Common Areas & Amenities, (c) Common Area & Amenities, and (d) vehicle parking spaces, are and will be in addition to the Development Potential.
- 1.1.22 “DR” means development rights.
- 1.1.23 “Entity & Organisation” means a co-operative society under the Maharashtra Co-operative Societies Act 1960, and/or any other entity, organisation, association, or body, referred to in, or permitted under, RERA. Presently it is contemplated by the Promoter that the Entity & Organisation to be formed and registered for Project shall be a co-operative society.
- 1.1.24 “FSI” or “FAR” means floor space index or floor area ratio.
- 1.1.25 “Force Majeure Event” includes any: (1) acts of God, wars, police actions, or hostilities (whether declared or not), invasions, acts of foreign enemies, rebellions, terrorism, revolutions, insurrections, military or usurped powers, riots, commotions disorders, strikes, lockouts, and natural catastrophes, (2) hindrance, interference, or obstruction, suffered by the Promoter, in relation to the Larger Land, or any part thereof, and/or the development of the Whole Project Land, and/or Whole Project including Project, (3) claim, dispute, litigation, notice, order, prohibitory order, judgement, decree, rule, regulation, notification or directive, and/or policies of, Governmental Authorities and/or terms and conditions or any Approvals, which affects the Larger Land, and/or the Whole Project Land, and/or the development thereof, and/or Whole Project including Project, (4) delay or refusal in issue of any Approvals, including occupation certificate/s, as may be required in respect of any of the projects/phases of the Whole Project, and/or the Common Areas & Amenities to be issued by any Governmental Authority, and (5) any other circumstances that may be deemed reasonable by the Government Authority.

- 1.1.26 “Governmental Authority” means the Government of India, the State Government of Maharashtra, and any local or other government, and any ministry, department, agency, officer, commission, court, judicial or quasi judicial body or authority, statutory or public authority or body, or other body or person exercising executive, legislative, judicial, regulatory or administrative functions of a government; and includes, MCGM, the Collector of Mumbai, the City Survey Office, the Real Estate Regulatory Authority constituted by the State Government of Maharashtra under RERA, and any other concerned bodies or authorities.
- 1.1.27 “Holding Charges” means the separate/independent pre-estimated and fixed charges in addition to (and not in substitution of) Interest, calculated at the rate of Rupees One Hundred Only per square meter of the Carpet Area (RERA) of the Apartment, per month.
- 1.1.28 “Indemnified Parties” shall mean the Promoter, Promoter Affiliates and the PMC, and their respective directors, partners, shareholders, constituents, representatives, officers, employees, servants, agents, and all persons claiming under them, and their respective successors and assigns.
- 1.1.29 “Informative Materials” means all advertisements, publicity, or promotions, of whatsoever nature in respect of the Whole Project Land, Larger Land, and/or the Whole Project including Project, in any media, including print, and/or electronic, and/or digital media, and includes writings, brochures, leaflets, pamphlets, handouts, presentations, advertisements, oral or written representations, made and/or published, and/or generated by, or on behalf of, the Promoter, and any other such information or materials as may be made, or published by, or on behalf of the Promoter; and includes publicity reports and includes the show/ sample apartment/units with fixtures, fittings and amenities etc. provided therein.
- 1.1.30 “Intellectual Property” means the word mark “*Kalpataru*” and any combination of words in which such name and word mark is used and any word, name, device, symbol, logos, corporate names, insignia, emblems, work marks, slogan, design, brand, service mark, service names, trade name, trade dress, patents, circuit layouts, business and domain names, copyrights, other distinctive feature or any combination of the aforesaid, whether registered or unregistered, and used in connection with the businesses and activities of the Promoter and/or in respect of the Whole Project Land and/or the developments and projects to be undertaken thereon from time to time (with all amendments, upgrades, additions or improvements thereto), and product configuration, industrial design, or trade secret law or any other laws with respect to designs, formulas, algorithms, procedures, methods, techniques, ideas, know-how, programs, subroutines, tools, inventions, creations, improvements, works of authorship, other similar materials and all recordings, graphs, designs, drawings, reports, analyses, other writings and any other embodiment of the foregoing, in any form whether or not specifically listed herein, which may subsist in any part of the world, for the full term of such rights, including any extension to the terms of such rights.
- 1.1.31 “Interest” shall mean interest payable by Allottee/s to the Promoter or by the Promoter to the Allottee/s, as the case may be, at the rate of two percent above the State Bank of India highest Marginal Cost of Lending Rate Provided in case the State Bank of India Marginal Cost of Lending Rate is not in use then interest shall be replaced by such benchmark lending rates

which the State Bank of India may fix from time to time for lending to the general public.

- 1.1.32 “Larger Land” means the land admeasuring approximately 17,653.85 square meters (as per Property Register Card extracts, the area admeasures approximately 17408.80 square meters), more particularly described in the **First Schedule** hereunder, which is affected by the Reservations.
- 1.1.33 “Limited Common Areas & Amenities” means and includes staircases, lifts, lobbies, and common passages on each floor/level, services ducts, refuge areas, fire evacuation device, entrance lobbies, meter room, letter box room/area and room/area for various services, and other necessary amenities, if any, which may be available in addition to Development Potential with or without payment of any premiums within the structure of Project. Limited Common Areas & Amenities shall always exclude Common Areas & Amenities, vehicle parking spaces, independent areas and utility areas in the Whole Project. The Limited Common Areas & Amenities in respect of the Project are more particularly described in **Part B** of the Statement annexed hereto at **Annexure ‘G’**.
- 1.1.34 “Liquidated Damages” means the pre-estimated liquidated damages payable by the Allottee/s to the Promoter, which shall be equivalent to ten per-cent of the Purchase Price, which the Parties consider to be reasonable and not as a penalty.
- 1.1.35 “MCGM” means Municipal Corporation of Greater Mumbai.
- 1.1.36 “MOFA” means the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963.
- 1.1.37 “Other Charges & Deposits” shall mean the charges and deposits referred to and stated in Article (3.4) as determined by the Promoter, in its discretion, be calculated, or based, on the Carpet Area (RERA) including open/enclosed/utility balconies of the Apartment, or as a fixed or lumpsum charge, or otherwise on any other basis.
- 1.1.38 “Occupation Certificate” shall mean the Part Occupancy Certificate No. _____dated _____ issued by the MCGM in respect of the Project, a photocopy whereof is annexed hereto and marked as Annexure “D-3”.
- 1.1.39 “Parties” means the Promoter and the Allottee/s and the term “Party” shall be construed accordingly.
- 1.1.40 “Parking Space/s” means the vehicle parking spaces referred to in the Statement annexed hereto at **Annexure ‘E’**, and in the **Third Schedule** hereunder written. The location and the designated number of the Parking Space/s will be determined by the Promoter and notified (in writing) to the Allottee/s on or before the Date Of Offer Of Possession.
- 1.1.41 “Plans” means the plans (including the Amended Plans), drawings and layout as currently approved and sanctioned by the MCGM and concerned Governmental Authorities in respect of the Whole Project Land, and includes plans, drawings and layouts as may, from time to time, be submitted by the Promoter in its discretion, in respect of the Whole Project including

Project and/or parts thereof, and/or as may be sanctioned and approved from time to time in respect of the Whole Project including Project; together with any amendments, alterations, modifications, additions, extensions, renewals, etc. in respect thereof as the Promoter may consider necessary and expedient, in its discretion, and/or as required by any Governmental Authority.

- 1.1.42 “Premises” means an area, or space, designated by the Promoter, in its discretion, for residential, and/or commercial, and/or retail, and/or any other uses.
- 1.1.43 “Project” means the development and construction of the building known as ‘Wing B - Avalon’ (Wing B as per Approvals), having thirty-six (36) habitable floors, including the Limited Common Areas & Amenities related thereto.
- 1.1.44 “Project Completion” means and includes: (1) completion of the entire construction of the Project, and (2) receipt of occupation certificate in respect of the Project.
- 1.1.45 “Project Land” means plinth area along with balcony area extension of the building structure of Project.
- 1.1.46 “Project Architect” means any architect/s, registered with the council of architects or licensed surveyors registered with the local planning authority like MCGM, that have been appointed, from time to time, by the Promoter, in relation to the Project.
- 1.1.47 “Project Engineer” means any structural or civil engineers, that have been engaged, from time to time, by the Promoter, in relation to the Project.
- 1.1.48 “Promoter Affiliates” means any company/ies, entity/ies, concern/s or person/s who/which is/are nominee/s of, and/or group, holding, or affiliate, or subsidiary company/ies, entity/ies, or concern/s, of the Promoter, and/or associated, or affiliated, with the Promoter by contract, or otherwise.
- 1.1.49 “Promoter’s Bank Account/s” means the bank account/s as may be designated and operated from time to time by the Promoter for payment and deposit by the Allottee/s of the Aggregate Payments, or any part/s thereof.
- 1.1.50 “Purchase Price” means the purchase price and consideration payable by the Allottee/s, as stated in **Annexure ‘E’** hereto.
- 1.1.51 “PMC” shall mean any entity/ies, or organisation/s, or agency/ies, or person/s, engaged and appointed, from time to time, by the Promoter, and/or Promoter Affiliates, in its/their discretion, for the management, and/or maintenance, and/or repairs, of the Whole Project Land, and/or Project, and/or Balance Projects and/or the Common Areas & Amenities, or any of them.
- 1.1.52 “Reservations” means the portion of the Larger Land, is reserved and is affected by
- (i) The portions of the Larger Land, admeasuring, in the aggregate, approximately 166.50 square meters, which have been reserved as

road set back areas on the Approved Plans (the “**Set Back Areas**”) which has been handed over to MCGM; and

- (ii) A portion of the Larger Land admeasuring approximately 704 square meters, which has been earmarked as Amenity Open Space on the Approved Plans and handed over to MCGM (the “**Amenity Open Space**”); and
- (iii) A temporary right of way over the portion of the Larger Land being a 6.00 metres wide passage admeasuring approximately 1,245.16 square meters (the “**Temporary Right Of Way**”) connecting the MCGM Amenity Space/s to the 12 Meters wide existing municipal road abutting the Whole Project Land on the terms and conditions mentioned in the Agreement For Temporary Right Of Way dated 16th September, 2016, registered with the Sub Registrar of Assurances at Mumbai under Serial No. KRL-4-8732-2016; and
- (iv) a nalla; and
- (v) any reservations from time to time, and/or as may be shifted or altered from time to time in accordance with the Applicable Law for time being in force.

1.1.53 “RERA” means the Real Estate (Regulation and Development) Act, 2016 and the rules made thereunder, including the applicable Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rate of Interest and Disclosures on Website) Rules, 2017 and such amendments, enactments, modification including orders, regulations, circulars and notifications issued by the Government Authority from time to time.

1.1.54 “Taxes” means all present, future, and enhanced taxes, imposts, dues, duties, impositions, fines, penalties, etc., by whatever name called, imposed/levied under any Applicable Law, and/or by Governmental Authorities, attributable to, and/or in relation to, and/or arising from, and/or imposed or levied upon, the agreement for allotment and sale herein, and/or the Apartment, and/or the Parking Space/s, and/or this Agreement, and/or upon the Purchase Price and/or any or all of the other Aggregate Payments referred herein, and/or upon the Entity & Organisation to be formed and/or the Apex Body in respect of the documents and writings to be executed in their favour, as contemplated herein, and/or otherwise; and includes service tax, Goods And Services Tax (GST), education tax/cess/charges, value added tax (VAT), local body tax, property rates and taxes and cesses, stamp duty and registration charges, and any other taxes, imposts, impositions, levies, or charges, in the nature of indirect tax, or in relation thereto, that is/are imposed or levied by any Governmental Authority.

1.1.55 “TDR” means transferable development rights.

1.1.56 “TDS” means tax deducted at source, under the Income Tax Act, 1961.

1.1.57 “TDS Certificate” means a certificate evidencing payment of TDS, presently in Form 16B under the Income Tax Act, 1961.

1.1.58 “Whole Project” shall have the meaning assigned to it in recital (D).

- 1.1.59 “Whole Project Completion” mean the date on which full occupation certificate and all other Approvals in respect of last building/wing of the last project/phase of the Whole Project is received by the Promoter.
- 1.1.60 “Whole Project Land” means the part/portion of the Larger Land admeasuring approximately 17,242.30 square meters, more particularly described in the **Second Schedule** hereunder written and shown demarcated on the plan annexed hereto at **Annexure ‘C’**.
- 1.1.61 “Whole Project R.G.” means the recreational ground to be provided upon the Whole Project Land, for the use, inter alia, of the allottees/purchasers and occupants of Premises of the Whole Project.
- 1.2 The recitals, schedules and annexures in and to this Agreement form an integral part of this Agreement, and in the interpretation of this Agreement and in all matters relating to the agreement herein, this Agreement shall be read and construed in its entirety.
- 1.3 In this Agreement:
- 1.3.1 unless the subject or context otherwise requires, reference to the word “*include*”, “*includes*” or “*including*” shall be construed as without limitation;
- 1.3.2 reference to the terms “*herein*”, “*hereto*”, “*hereof*”, or “*thereof*”, and any other similar terms refer to this Agreement and not to the particular provision in which the term is used, unless the subject or context otherwise requires;
- 1.3.3 reference to any one gender, masculine, feminine, or neutral, includes the other two, and the singular includes the plural and vice versa, unless the subject or context otherwise requires;
- 1.3.4 reference to an “*amendment*” includes a supplement, modification, novation, replacement, or re-enactment, and the term “*amended*” is to be construed accordingly unless the subject or context otherwise requires;
- 1.3.5 bold typeface, headings and titles are used for convenience of reference only and shall not affect the construction of this Agreement, and/or limit, extend, or define any of the terms, conditions and provisions hereof;
- 1.3.6 when any number of Days is prescribed in any document, the same shall be reckoned exclusively of the first and inclusively of the last Day;
- 1.3.7 wherever the Allottee/s has/have confirmed, and/or accepted, and/or acknowledged, and/or agreed to, and/or given any undertaking in respect of, any act, deed, matter, thing, item, action, or term or provision of this Agreement, the same means, and shall be deemed to mean, the irrevocable and unconditional confirmation, acceptance, acknowledgement, agreement, undertaking, declaration, representation and warranty on the part of the Allottee/s, in respect of, and/or in relation, to such act, deed, matter, thing, item, action, or provision;

- 1.3.8 wherever reference is made to “allottees” in this Agreement the same means, and shall be deemed to mean, the respective heirs, executors, administrators, successors, and assigns, as the case may be of such “allottees”;
- 1.3.9 wherever reference is made to the “*discretion of the Promoter*”, or “*Promoter’s discretion*”, and any grammatical variations thereof, the same means, and shall be deemed to mean, the sole, absolute and unfettered discretion of the Promoter, which irrevocably binds the Allottee/s and all other concerned persons, and which shall not be called into question, and/or challenged, and/or disputed in any manner, on any grounds whatsoever, by the Allottee/s and all concerned persons;
- 1.3.10 wherever reference is made to the “*entitlement*” of the Promoter, and/or the Promoter being “*entitled*”, and any grammatical variations thereof, the same means, and shall be deemed to mean, the full complete, absolute, exclusive and unfettered entitlement and liberty of the Promoter in its sole discretion, over, and/or in relation, to the act, deed, matter, or thing in question;
- 1.3.11 time is of the essence in respect of the performance by the Allottee/s of all his/her/their/its obligations, including financial obligations. If any time period specified herein is extended in writing by the Promoter in its discretion, such extended time period shall also be of the essence;
- 1.3.12 all Aggregate Payments shall be paid by the Allottee/s on or before the due dates for payment thereof, and/or as demanded by the Promoter, without any delay, demur, default, dispute, or deduction, whatsoever;
- 1.3.13 references to recitals, articles, clauses, schedules and annexures shall be reference to the recitals, articles, clauses, schedules and annexures contained in, or annexed to, this Agreement, as the case may be;
- 1.3.14 references to laws, rules or regulations, or to any provision/s thereof, shall include references to any such law, rules and regulations as they may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation, including rules or regulations, made from time to time under that provision.

ARTICLE 2 – AGREEMENT FOR ALLOTMENT & SALE

- 2.1 Subject to and upon the terms, conditions and provisions hereof, including payment by the Allottee/s of the Aggregate Payments, the Promoter hereby agree/s to allot and sell to the Allottee/s, and the Allottee/s hereby agree/s to purchase and acquire from the Promoter, on what is commonly known as “ownership basis” in terms of Applicable Laws, the Apartment, and in terms of Article (6) of this Agreement, the use, as an amenity attached to the Apartment, of the Parking Space/s, solely and exclusively for the parking of the Allottee/s two-wheeler/four-wheeler (light motor) vehicle/s, and for no other purposes whatsoever. The plan depicting various areas of the Apartment is annexed hereto and marked **Annexure ‘I-2’**.
- 2.2 **Apartment Amenities**
The Promoter shall install and/or provide the Apartment Amenities listed in the Statement annexed hereto and marked **Annexure ‘J’**, in, and/or in respect of, and/or in relation to, the Apartment.
- 2.3 **Common Areas & Amenities and Limited Common Areas & Amenities**

The nature, extent and description of the Common Areas & Amenities and Limited Common Areas & Amenities are set forth in Part A and Part B respectively of the Statement annexed hereto at **Annexure ‘G’**, which will be completed and/or available on or before Whole Project Completion.

- 2.4 The Allottee/s has/have been informed and is aware that:
- 2.4.1 all natural materials that are to be installed in Whole Project and/or the Project and/or the Apartment, and/or that form a part of the Apartment Amenities, including, marble, granite, natural timber etc., contain veins and grains with tonality differences, and their non-conformity, natural discoloration, or tonal differences/variations at the time of installation will be unavoidable; and,
- 2.4.2 the warranties of equipment, machinery and various other amenities, infrastructure and facilities installed by the Promoter in Whole Project and/or Project and/or the Apartment shall have standard warranties provided by the manufacturer only and accordingly any defect in such amenities, infrastructure, facilities, equipment, appliances and electronic items, and/or the installation thereof, shall be rectified solely in accordance with the warranties provided by the system / equipment installer/manufacturer etc., and it is agreed and acknowledged that, beyond manufacturer warranties, comprehensive/non-comprehensive annual maintenance contracts shall be obtained by the Allottee/s or allottees and/or Entity & Organisation and/or Apex Body, as the case may be; and,
- 2.4.3 the amenities, facilities, infrastructure, equipment, appliances and electronic items installed and forming a part of the Apartment Amenities or Common Areas & Amenities or Limited Common Areas & Amenities, shall be maintained, serviced and repaired by authorized third party manufacturers, suppliers, dealers or maintenance providers who alone shall be appointed and engaged for such maintenance, service and repair etc. and if the same are maintained, serviced and repaired, and/or tampered with, in any manner by any person other than the authorized third party manufacturers, suppliers, dealers or maintenance providers, then the warranties in respect thereof shall be rendered void.

ARTICLE 3 - PURCHASE PRICE

- 3.1 (a) The Allottee/s agree/s and undertake/s to pay to the Promoter, the Purchase Price in installments, strictly in accordance with the schedule of payment set out in the Statement annexed hereto and marked **Annexure ‘H’**, and in terms of and subject to the terms and provisions of this Article (3), or within fifteen (15) Days from the date of a written demand being made by the Promoter, as directed by it. All payments shall be made by cheques, and/or pay orders, and/or demand drafts, drawn in favour of the Promoter, or if directed by the Promoter, in its discretion, by direct bank transfer/RTGS deposited by the Allottee/s in the Promoter’s Bank Account, along with the applicable Taxes thereon; subject to deduction of applicable TDS. As per the Income Tax Act, 1961 TDS is presently 1% (one per cent) of all amounts to be paid to the “*transferor*”, that is, in the present case, to the Promoter (in installments or otherwise), which TDS shall be deducted by the Allottee/s at the time of making payments and remitted in government account in accordance with the provisions of Income Tax Act, 1961.
- (b) The Allottee/s agree/s and undertake/s to deliver to the Promoter, an original TDS Certificate, by the expiry of seven (7) Days from the date of each payment of TDS made by the Allottee/s. Without prejudice to non-payment of TDS, and/or the

non-delivery of TDS Certificate/s as aforesaid, being a Allottee/s Event of Default, the Allottee/s shall be liable to deposit with the Promoter, an amount equivalent to the unpaid TDS along with Interest, on or before the Date of Offer of Possession. On the Allottee/s producing the TDS Certificate and the Promoter receiving the credit for the TDS the deposit amount shall be refunded after deducting Interest therefrom in respect of for the period of delay in payment of TDS by the Allottee/s to the Government.

- 3.2 The Purchase Price shall be free of escalation, other than escalation/increases on account of escalation/increase in development charges payable to the Governmental Authorities and/or any other increase in charges which have or may be levied or imposed by any Governmental Authorities, from time to time. The Promoter shall consequently be entitled to an increase in the Purchase Price proportionate to the extent of such escalations/increases. Such additional Purchase Price shall be determined by the Promoter and shall be due and payable on or before the Date of Offer of Possession apportioned equally between the (unpaid) balance installments of the Purchase Price and payable along with the same. While raising a demand on the Allottee/s for increase in the Purchase Price, the Promoter shall enclose the notification/order/rule/regulation published/issued providing for, or other evidence of, such escalation/increase in the Purchase Price.
- 3.3 The Allottee/s further confirm/s that he/she/they/it has/have voluntarily and willingly paid the Booking Amount and other installments of the Purchase Price to the Promoter on or prior to the execution of this Agreement.
- 3.4 Other Charges & Deposits:
- 3.4.1 The Allottee/s shall, in addition to the Purchase Price, be liable to bear, pay and discharge, no later than fifteen (15) Days from the Date of Offer of Possession, the Other Charges & Deposits, as under:

Sr.No		Particulars
1	(a)	Share Money
	(b)	Outgoings For 1 Year As Interest Free Security Deposit Excluding Property Tax
2	(a)	Entity & Organisation & Apex Body Formation Charges
	(b)	Legal & Documentation Charges
	(c)	Outgoings For One Year In Advance Excluding Property Tax
	(d)	Infrastructure Development charges
	(e)	Water, Electric Meter Supply & Connection Charges
	(f)	Gas meter Supply & Connection charges
	(g)	Infrastructure Development Charges
	(h)	Parking Space/s maintenance advance for 2 years
3	(a)	Refundable Deposit for Interior Works
4	(a)	Corpus Fund/s for Club House & Apex Body

The amounts of the Other Charges & Deposits have been separately agreed by the Parties, recorded in writing and signed by the Allottee/s and shall form part of this Agreement and the same are non-refundable other than Corpus Fund/s.

- 3.4.2 On and from the Date of Offer of Possession (whether or not the Allottee/s has/have taken possession of the Apartment or not), the Allottee/s shall be

continuously bound and liable to bear and pay in respect of the Apartment, his/her/their/its share of the outgoings, maintenance charges, comprising of general maintenance, property taxes, non-agricultural taxes, rates, taxes, cesses, assessments, insurance premia, parking charges, costs for running generator, costs charges and expenses of cleaning and lighting the passages, landings, staircases, costs of maintenance, management and upkeep of Common Areas & Amenities and Limited Common Areas & Amenities, and operation and maintenance and repairs of lifts, water pumps, utility charges, salaries of all staff including managers, security, sweepers, liftmen, gardeners and such other charges expenses necessary or incidental for maintenance and upkeep of the Whole Project, including Project and other charges and levies of like nature, payable in respect of the Whole Project, including the Project and the Apartment, to all Governmental Authorities and/or any private bodies, security agencies, house-keeping agencies, and other persons. For the purpose of payment of maintenance charges, in common with other allottees/purchaser of the Project, the same shall be in proportion to the Carpet Area (RERA) and open/enclosed/utility balconies of the Apartment to the total carpet areas and open/enclosed/utility balconies of all the apartments/units in the Project.

- 3.4.3 The Promoter shall raise periodic bills upon the Allottee/s in respect of his/her/their/its share of the Other Charges & Deposits in advance for each month, after a period of twelve (12) months from the date of receipt of the occupation certificate/s in respect of the Apartment and/or Project or any part thereof, and the Allottee/s shall duly pay and discharge the same regularly within seven (7) Days of the date of the bill/invoice in respect thereof.
- 3.4.4 The Promoter shall be entitled to deploy/invest the Corpus Fund/s (less aggregate payments payable to the Promoter and/or the PMC), in fixed deposits and/or any other investment schemes for an appropriate period as may be determined by the Promoter in its discretion, and shall have the benefit of accretion and the credit of tax deducted at source (TDS) in respect thereof, if and as applicable. It is clarified that the corpus fund payments referred to in Sr. No. (4)(a) of the Table contained in clause (3.4.1) not carry any interest and shall be retained by the Promoter until the formation and registration of the Apex Body and shall be dealt with as provided in this Agreement. It is further clarified that the Promoter shall be liable to render account in respect of the corpus fund payments referred to in Sr.No.4 (a) of the Table contained in clause (3.4.1) to the Apex Body only, and not individually to any persons, including the Allottee/s, at any time.
- 3.4.5 The Promoter shall maintain a separate account in its books in respect of the contribution/payments received under Sr. No. 1 of the Table of Article (3.4.1) above. The said amounts shall be retained by the Promoter until the formation of the Entity & Organisation and hand over of the Project in terms of this Agreement. The Promoter shall be liable to render account of such amounts only to the Entity & Organisation and not individually to any persons, including the Allottee/s, at any time.
- 3.4.6 If at any time prior to the handover of the Common Areas & Amenities, the actual charges and expenses required to be made for the outgoings, maintenance and upkeep the Club House, Common Areas & Amenities and other facilities/areas to be maintained by the Apex Body, the same will be adjusted in the following manner: (a) against the accretions of the Corpus

Fund/s and for deficit/additional amount, if any, Promoter shall raise bills periodically to all the allottees/purchasers of the Premises of the Whole Project and if the allottees/purchasers of the Premises in the Whole Project fails to pay, the same shall be adjust from the Corpus Fund/s; and (b) if the Corpus Fund/s is exhausted, then Promoter shall raise bills periodically to the allottees/purchasers of the Premises of the Whole Project And for this purpose, and the Allottee/s shall, no later than seven (7) Days from the date of bill/invoice raised by the Promoter, pay the dues to Promoter.

- 3.4.7 The Promoter shall be entitled, in its discretion, to appropriate and/or adjust monies held for one purpose and/or on one account, against any liabilities due and payable herein by the Allottee/s for any other purpose/s and/or on any other account.
- 3.4.8 The Promoter shall, in the interest of the Allottee/s, and the Whole Project including the Project, take decisions regarding management and allocation of funds/monies, and the type, mode, quality of services to be provided, in respect of the Whole Project, and the management and administration thereof.
- 3.4.9 The Allottee/s agree/s that until the formation and registration of the Apex Body and execution of the proposed Deed/s of Transfer in its favour as provided in Article (11), the Promoter, and/or any persons engaged by it, including the PMC shall maintain, manage and secure any or all of the projects/phases of the Whole Project. During such time, the Allottee/s shall pay, and the Promoter and/or the PMC shall collect, all contributions towards maintenance charges, outgoings and other charges.

ARTICLE 4 - DEVELOPMENT: PROMOTER'S RIGHTS & ENTITLEMENTS

In addition to rights, entitlements, powers, authorities and discretions of the Promoter, and the information and disclosures referred to, contained and made elsewhere in this Agreement, the Promoter has informed, and made the Allottee/s aware, of the following matters and the Allottee/s agrees to and accepts the same, inter alia, on the basis and strength of which the Promoter has entered into this Agreement:

4.1 Project

- 4.1.1 The Promoter may make minor additions or alterations as may be required by the Allottee/s, or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended by authorized architect and/or Project Engineer and will be intimated to the Allottee/s.
- 4.1.2 The Promoter may, for the purpose of clarity, and/or for maintaining correctness thereof, and/or to comply with Applicable Law, alter the terms and conditions of any agreements for allotment and sales, in respect of Premises in the Project.
- 4.1.3 The Promoter has the right, in the Promoter's discretion, to receive, collect to itself, appropriate, apply and utilise the entire consideration/purchase price received from the allottees/purchasers of the Premises in the Project.
- 4.1.4 The Promoter estimates the date of Project Completion to be on or before 31st December, 2019, subject to Force Majeure.

4.2 Whole Project

- 4.2.1 The Whole Project is, and shall be, undertaken and implemented, by the Promoter as it deems fit, in its discretion, on or before Whole Project Completion subject to

Force Majeure Events. No persons or parties, including Allottee/s and Entity & Organisation and Apex Body, shall interfere, obstruct or in any manner deal with any matters relating to the Whole Project.

4.2.2 With respect to the Development Potential contemplated to be utilised by the Promoter in the Whole Project:

4.2.2.1 the Promoter contemplates that an overall Development Potential to be approximately _____ square metres shall, or may, arise out of, and/or be attributable to, and/or be utilisable upon the Whole Project Land.

4.2.2.2 the part/portion of the Development Potential, presently contemplated by the Promoter, to be utilised in the Project is to be approximately _____ square meters. And if any part/portion of the Development Potential that is not being utilised in Project, as mentioned herein for any reason whatsoever, then the Promoter shall utilize such balance/unutilized Development Potential in Balance Projects.

4.2.3 With respect to the Demised Premises and the structures thereon:

4.2.3.1 the Promoter and/or the Promoter' Affiliates and/or the lessee of the Demised Premises shall be entitled to repair and/or reconstruct the structure/s on the Demised Premises and/or re-development of the Demised Premises and the structures thereon by consuming the Development Potential of the Whole Project. In such an event, the Promoter and/or the Promoter' Affiliates and/or the lessee of the Demised Premises reserves the right to register the development of the Demised Premises and the structures thereon as a separate "*real estate project*" as defined in RERA.

4.2.3.2 The Allottee/s and Entity & Organisation and Apex Body shall render full co-operation to the Promoter and/or the Promoter' Affiliates and/or the lessee of the Demised Premises and the structures thereon for the same and shall also sign such applications, documents, affidavits, undertakings, writings as may be required by the concerned authorities for such repair and/or re- development of the Demised Premises and the structures thereon.

4.2.3.3 the Allottee/s and/or the Entity & Organisation and/or the Apex Body shall not object to, hinder, obstruct or interfere with the aforesaid.

4.2.4 The Allottee/s confirm/s and acknowledge/s that all Balance Projects, and/or the plans, layout plans, approvals etc. in respect thereof, being implemented, or to be implemented in future are not the subject matter of this Agreement and there shall be no right, entitlement, or interest of any Allottee/s in respect thereof.

4.2.5 If the Whole Project R.G. is more than as required under Applicable Law, then Promoter reserves right to amend the Plans and to provide the recreation ground to the extent it is required in compliance with Applicable Law.

4.2.6 Governmental Authority has set out, and may set out, any terms, conditions and restrictions which may apply to, and have to be complied with, by the Promoter, and/or the purchasers and allottees of Premises in the Whole Project.

4.2.7 The Promoter shall be entitled in its discretion as it deems fit to allocate and distribute all vehicle parking spaces in respect of the Whole Project. It is clarified

that the vehicle parking spaces means the two-wheeler and four-wheeler(light motor) vehicle/s parking spaces excluding bicycle parking spaces.

4.3 General

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

4.3.2 The Promoter shall, for betterment thereof and/or for quality control purposes and/or due to non-availability or short supply, any of the Apartment Amenities and/or Common Areas & Amenities and/or Limited Common Areas & Amenities and/or materials or items used, or comprised therein, may be altered, amended, or substituted, and/or materials or items of a similar nature materials or items may be provided herein.

4.3.3 Without prejudice to the generality of the foregoing provision, the Promoter may in its discretion, inter alia, be entitled to:

4.3.3.1 make any variations, alterations, amendments, or deletions, in respect of the layout and planning of the Whole Project or any of the projects/phases thereof;

4.3.3.2 club, amalgamate, or sub-divide any parts or portion of the Whole Project Land, into one layout, and/or separate, or combined layout/s, and/or in respect of any Balance Projects, and to do, execute and perform all acts, deeds, matters and things in relation thereto;

4.3.3.3 designate, allocate, reserve and/or relocate, realign, modify, and amend from time to time, any Common Areas & Amenities, Limited Common Areas & Amenities, and/or any limited common areas and amenities in respect of the Balance Projects, Whole Project R.G., parking spaces, in respect of Whole Project including Project and/or any part thereof, including in pursuance of Applicable Law, and/or by virtue of any approvals, and/or as may be required by the Governmental Authorities;

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

4.3.3.5 allot and/or grant on lease or otherwise howsoever any areas or spaces in the Whole Project Land, and/or Project, to utility service providers

including electrical, telecommunication, gas etc. service provider/supplier or any Governmental Authorities;

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

4.3.3.7 continue to retain all rights, powers, authorities, control and ownership over all undeveloped part/s and/or portion/s of the Whole Project Land, and/or such part of the Whole Project under development (including Balance Projects and unutilized Development Potential), with the irrevocable, full, complete and unfettered right, power, authority and discretion to own, hold, deal with, develop, and encumber the same, including to complete developments and ongoing developments thereof, or otherwise howsoever. The Deed/s of Transfer that shall be executed in favour of the Apex Body, as referred to in Article (11), shall exclude all such part/s and/or portion/s of the Whole Project Land, and/or reserve the aforesaid rights, powers and authorities of the Promoter over the same, as the Promoter deems fit in its discretion.

4.4 **Allottee/s's Confirmations**

The Allottee/s hereby confirm/s personally and as a prospective member/s of the applicable Entity & Organisation, as follows, which are and shall always be the essence of this Agreement, that is:

4.4.1 all the matters, and the rights, powers, authorities, discretions, and entitlements of the Promoter, as recorded and contained in this Agreement including this Article (4), and the Promoter's intent and desire in respect of the Whole Project Land and the developments thereof;

4.4.2 the Allottee/s has/have, and shall have no right now or in future, to make, or raise, any objection to the rights, powers, authorities, discretions and entitlements of the Promoter as contained in this Agreement including this Article (4), and no consent or permission in that regard shall be required to be obtained or given by them;

4.4.3 the Allottee/s shall not object to, hinder, obstruct or interfere with the Promoter exercising its rights and powers herein or any grounds.

ARTICLE 5 - TAXES

5.1 All Taxes, shall be borne, paid and discharged by the Allottee/s alone, as and when the same are required to be paid and/or as and when demanded by the Promoter and the Promoter shall never have any liability or obligation in respect thereof.

5.2 The Allottee/s shall pay all other Taxes as and when they are levied, charged, become due and payable, upon all the Aggregate Payments, including the Purchase Price installments. If any Taxes (whether retrospective, or prospective, in nature) arise hereafter, including after the Date of Offer of Possession, the Allottee/s shall be solely liable to pay or reimburse (as directed by the Promoter in its discretion) such Taxes including any interest and/or penalties and/or other amounts, charges

and costs, if any, in respect thereof within fifteen (15) Days from the date of written demand made on the Allottee/s by the Promoter.

- 5.3 The Allottee/s shall fully indemnify and keep indemnified and saved harmless the Indemnified Parties in respect of the matters stated above the non-payment or delayed payment, of the Taxes referred to above.

ARTICLE 6 – POSSESSION: DEFECT RECTIFICATION

- 6.1 Subject to the provisions of this Article (6), the Promoter shall endeavour to offer possession of the Apartment, to the Allottee/s, on, or by, the Date of Offer of Possession.
- 6.2 On or before the date of this Agreement, the Allottee/s has: (i) taken full, complete and detailed inspection of the said Apartment and approved the same in all respects, (ii) satisfied himself/herself/themselves/itself that the said Apartment has been constructed as per the approvals and permissions and plans issued/sanctioned by MCGM, and that the said Apartment Amenities have been provided as per this Agreement and (iii) accepts that there is no defects or deficiencies in respect of the said Apartment and/or the said Apartment Amenities and/or Limited Common Areas & Amenities and/or Common Areas & Amenities.
- 6.3 The Allottee/s shall, no later than fifteen (15) Days from the Date of Offer of Possession, make payment of all the then balance/remaining Aggregate Payments and complete all formalities in respect thereof, including: (a) executing declaration - cum-undertaking in terms of a draft prepared by the Promoter, and (b) paying a security deposit (as determined by the Promoter) to the Promoter, which shall be adjusted towards the actual cost of electricity, water, utilities, debris removal and other direct expenses that may be incurred by the Promoter in relation to the Apartment. Without prejudice to the above, the Allottee/s shall be liable to comply with all his/her/their its obligations under this Article (6) and take possession of the Apartment no later than fifteen (15) Days from the Date of Offer of Possession, failing which the Allottee/s shall be solely responsible/liable for all loss or damage that may be suffered by the Promoter on account of such Allottee/s Event of Default.
- 6.4 The Allottee/s: (i) shall ensure that on or after taking possession of the Apartment, his/her/their/its interior works in the Apartment do not prejudice, affect or hinder in any manner the efforts and actions of the Promoter to obtain the balance/remaining Approvals in respect of the Whole Project or any part thereof, and (ii) undertake/s not to cause any damage to the Apartment and/or the Project or any part of thereof, and in the event any damage is caused, the Allottee/s agree/s and undertake/s to reimburse the Promoter all costs related to the remediation and rectification thereof. The Allottee/s also accept/s acknowledge/s that as on the Date of Offer of Possession, the construction works in the Apartment shall have been completed, but that there shall, or may, be project development and construction works ongoing at such time, including in respect of the Common Areas & Amenities and Balance Projects.
- 6.5 If the Date of Offer of Possession has occurred and the Allottee/s has/have not complied with any of his/her/their/its obligations under this Agreement, including this Article (6), and/or the Allottee/s refuse/s to take possession of the Apartment, then the same shall be an Allottee/s Event of Default. Without prejudice to its right of termination in such a case, the Promoter may, in its discretion, condone the delay, and/or default, by the Allottee/s on the condition that the Allottee/s shall, in addition to all its other liabilities and obligations herein, including payment of all Aggregate

Payments, bear and pay to the Promoter the Holding Charges and other charges to upkeep the said Apartment after the expiry of two months from the Date of Offer of Possession or on such dates and at such intervals as the Promoter directs, till the Allottee/s is/are in full compliance with its obligations under this Agreement, including this Article (6).

- 6.6 The Allottee/s agree/s and confirm/s that there could be variation in the Carpet Area (RERA) of the completed Apartment on measurement thereof, to the extent of three per-cent of the Apartment as a result of construction/execution/finishing variances, etc. The Allottee/s accept/s the same and agrees that he/she/they/it shall not claim any adjustment, or reduction, in the Purchase Price on account of such variation (if any). The Allottee/s has, on or before the date of this Agreement For Sale, carried out the full and complete measurement of the Carpet Area (RERA) of the completed Said Apartment and pursuant thereto, the Allottee/s has agreed, confirmed and accepted that the Carpet Area (RERA) is as mentioned in the Third Schedule hereinbelow and is within the variation limit of three per-cent referred above.
- 6.7 Notwithstanding anything to the contrary in this Agreement the Promoter shall always be entitled, in its discretion to complete any part/portion or floor of the Project and apply for and obtain part occupation certificate/s thereof, whereby, on the Date of Offer of Possession, the Allottee/s shall be obliged, and undertake/s, to take possession of the Apartment for occupation on the basis of such occupation/part occupation certificate which relates to the Apartment. Thereafter, the Promoter shall, without any hindrance or objection by the Allottee/s, be entitled to carry out by itself or through its contractors or otherwise all remaining development and work in respect of the Project and/or Balance Projects.
- 6.8 The Promoter has notified the Allottee/s and the Allottee/s is/are aware that the Common Areas & Amenities are to be shared by all allottees and purchasers of Premises in the Whole Project, and that the same will be completed on or before the Whole Project Completion subject to Force Majeure Events.
- 6.9 The Promoter shall endeavor to take all such steps and precautions necessary to achieve construction, completion as contemplated herein. However, if on account of Force Majeure Event/s, there is any delay or anticipated delay in the Date of Offer of Possession, then the Promoter shall not be responsible or liable in any manner, and the same shall both automatically and forthwith stand extended for a period that is equivalent to the period that the Force Majeure Event continues and has continued and an additional period of thirty (30) Days thereafter; for remobilization, in which case, the Date of Offer of Possession shall automatically stand revised to and substituted by the revised Date of Offer of Possession as communicated by the Promoter. The Allottee/s shall not object, raise any disputes, and/or protest, and/or hold the Promoter liable for the aforesaid delay and extension of time, and shall not be entitled to, and shall not, make, or raise, any claim, for any damages, compensation, reimbursement of expenses or any other payments.
- 6.10 Subject to the Allottee/s having complied with his/her/their/its obligations under this Agreement, including this Article (6), if within a period of sixty (60) months from the date of the Occupation Certificate, the Allottee/s brings to the notice of the Promoter, any Construction Defects in the Apartment, the same shall be rectified/repared by the Promoter at its own costs, or if the Promoter is of the view and opinion, in its discretion that it is not feasible or practicable to rectify/repair the same, then at its discretion the Promoter shall pay to the Allottee/s, reasonable compensation equivalent solely to the estimated cost of rectifying the Construction Defects in the Apartment, which shall be determined by the Project Architect and/or

Project Engineer, in its/their sole and absolute discretion, and which determination shall be final and binding upon the Parties.

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

ARTICLE 7 - RECREATIONAL FACILITIES IN THE WHOLE PROJECT

- 7.1 The Common Areas & Amenities, as currently planned include Whole Project R.G, a proposed club house, and certain recreational facilities for the benefit of all allottees/purchasers and occupiers of the Premises in the Whole Project. Subject to the Allottee/s complying with, observing and performing all the terms, conditions and provisions of this Agreement, including making payment of the Aggregate Payments, the Allottee/s will be entitled to apply for and take up membership of such club house, and after Whole Project Completion subject to Force Majeure Events, the Allottee/s may access, use, and enjoy the same, in respect of which the Allottee/s will be liable to comply with the terms and conditions, and make payment of the fees and charges as may be decided by the Promoter.
- 7.2 The Promoter has informed the Allottee/s of the following facts, matters and circumstances that shall pertain to the club house and recreational facilities, which the Allottee/s has/have fully accepted, agreed and confirmed that is:
- 7.2.1 the club house and recreational facilities shall be constructed and shall have the equipment, infrastructure, amenities and facilities as the Promoter deems fit, in its discretion;
- 7.2.2 the use, benefit and enjoyment of the club house and recreational facilities shall be, inter alia, for various allottees, purchasers and occupiers of the Premises in the Whole Project (collectively, “**Users**”);
- 7.2.3 The management and operations of the club house and recreational facilities shall, until handed over by the Promoter to the Apex Body, shall be under the sole, exclusive and absolute control of the Promoter, and/or the PMC (if appointed by the Promoter), who shall be entitled to inter alia, frame, and implement, the aforesaid rules and regulations in respect thereof;
- 7.2.4 The entitlement to use the club house and recreational facilities is and shall be personal to the Allottee/s, and is not transferable or assignable in any manner; provided that on the completion of any permitted sale and transfer of the Apartment by the Allottee/s or their assigns, to any persons (“**Premises Transferees**”), the Premises Transferees shall solely be entitled to use and enjoy the club house and recreational facilities in the place and stead of the Allottee/s (who shall automatically and forthwith cease to be entitled to access, and enjoy the same), subject to the Premises Transferees making the necessary applications for membership and completing all formalities as may be required of them, at such time. Under no circumstances, shall the Allottee/s or any Premises Transferees be entitled to

use, enjoy or access the club house and recreational facilities after he/she/they/it have sold and transferred the Apartment;

- 7.2.5 There may be recreational, social and other related events, performances, activities, parties, gatherings, etc. held in the club house, and/or in the recreational facilities during the day or night, by the Promoter, and/or the PMC, and/or Users. The Allottee/s, for himself/herself/themselves/itself and as a prospective member of the applicable Entity & Organisation, to be formed in respect of the Project shall not be entitled to raise any disputes, differences, or objections in and/or hinder, restrict, obstruct or interfere;
- 7.2.6 If, prior to the operations, administration, management, charge and control of the club house and recreational facilities is handed over the Apex Body, the actual charges and expenses required to be made for maintenance thereof, may exceed the amount so received collectively from all the aforesaid purchasers, allottees and occupants, then the Promoter, and/or the PMC, shall be entitled to call for and demand such additional amounts from all Users, and/or the Entity & Organisation and/or Apex Body;
- 7.2.7 In addition to the charges and expenses referred to in Article (7.2.6), there would be charges including one-time, or per day, or per use, charges, in respect of any of the amenities, or facilities, or services available, and/or provided in and from the club house and recreational facilities, as determined by the Promoter from time to time, and the person/s who avail/s of such amenities, or facilities, or services shall be entitled to use the same upon payment thereof.

ARTICLE 8 - OTHER RIGHTS & POWERS OF THE PROMOTER

- 8.1 The Promoter has availed of and/or may avail of financial assistance, including any construction/corporate loans, infrastructure loans, from bank/s, financial institution/s, and/or person/s against security of any part/s of the Larger Land, including the Whole Project Land, and/or in respect of all projects, including the Whole Project and/or the Balance Projects or any parts thereof, or any receivables, which have been, or may be, mortgaged, or charged to such banks and/or financial institutions and/or other persons as security for repayment of the financial assistance taken from them. As part of any such arrangement by the Promoter, all or any of the responsibilities and/or obligations and rights of the Promoter under this Agreement may be transferred to any other person. The Promoter agrees that on or prior to the Date of Offer of Possession, the Promoter shall obtain a letter releasing mortgage or charge of such bank/s, and/or financial institution/s, and/or person/s, over the Apartment alone, enabling the Promoter to complete the allotment and sale thereof to the Allottee/s, free of the same. The Promoter agrees that post the execution of this Agreement, any mortgage or charge shall not affect the right and interest of the Allottee/s under this Agreement.
- 8.2 The person/s in whose favour the Promoter has granted or created, or agreed to grant or create, any mortgage, charge or security interest in respect of any unsold Premises in the Whole Project, may itself/himself/herself/themselves, or jointly with the Promoter, be admitted as and made members of any of the Entities & Organisations to be formed in respect of the Whole Project, without it, him, her or them or the Promoter being made subject or liable to any separate, special, new or additional condition/s and required to pay any separate, special, additional or extra amount or consideration whatsoever for the same (whether by way of transfer fees, charges, premium, donation or otherwise) and the Allottee/s shall not raise any objection.

- 8.3 The Promoter shall not be liable to bear or pay any contributions, deposits, expenses, transfer fees, non-occupancy charges, donations, premiums or any other amounts, charges or liabilities whatsoever to the Entities & Organisations and/or the Apex Body to be formed in respect of the Whole Project including Project, as the case may be, in respect of any unsold/unallotted Premises.
- 8.4 The Promoter and/or Promoter Affiliates shall in its discretion, control the placement, installation and provision of any types of temporary and permanent signage and hoardings (including neon, backlit and illuminated signage and hoardings) of whatsoever nature upon and in the Whole Project and/or any part thereof till such time as the Deed/s of Transfer are executed and registered in favour of the Apex Body. Further the Promoter and/or the Promoter Affiliates shall always have full complete and unrestricted access to such hoardings, and signage. Without prejudice to the generality of the foregoing provisions the Promoter and/or Promoter Affiliates shall have full rights, in its/their discretion, to install its/their name/s and any other Promoter Intellectual Property at one or more places or in or upon the Whole Project Land and/or upon the Project and/or Balance Projects and/or any Common Areas & Amenities, and/or at the entrances and exits thereof. The Promoter and Promoter Affiliates have, shall always have and reserve/s, to themselves full and free right of way and means and access to such place or places for the purpose of installing, maintaining and replacing such hoardings and signage.
- 8.5 The Promoter shall have right, in its discretion to promote, manage and undertake all public events (including sales event etc.) held in or upon any Limited Common Areas & Amenities and/or Common Areas & Amenities and to apply the net revenues generated therefrom towards costs incurred by the Promoter in undertaking its diverse obligations in relation to the Whole Project.

ARTICLE 9 - COVENANTS AND OBLIGATIONS OF ALLOTTEE/S

- 9.1 The Allottee/s is/are fully and completely informed and is/are aware that all Informative Materials, and/or all matters related or incidental thereto, have been, and always will be, merely for the sake of convenience, whereby the terms, conditions, and provisions of this Agreement shall solely and exclusively apply and control.
- 9.2 The show/sample apartment/unit including all furniture, items, electronic goods, amenities etc., if any, are only for representational purposes for depicting lifestyle and illustrating a possible option of the design and layout of the apartment/unit. The Promoter is not liable or obligated to provide the Apartment as per show/sample apartment/unit with furniture, items, electronic goods, amenities etc. therein.
- 9.3 On and after the Date of Offer of Possession, the Allottee/s shall: (a) use the Apartment, and permit the Apartment to be used only as a residential purpose, and (b) use the Parking Space/s, and permit the same to be used, solely for parking the Allottee/s' own two-wheeler/four-wheeler (light motor) vehicle/s.
- 9.4 The Allottee/s is/are aware that Project Land, admeasuring about 741 square meters, has been defined only for the purpose of registration of Project as a “*real estate project*” as per RERA and transfer and conveyance of the Whole Project shall be as per terms of Article (11).
- 9.5 If the same is possible and feasible, based, inter alia, on the stage of development and construction, and subject to safety conditions, the Allottee/s shall be entitled to visit and view the Project, after taking a prior appointment with the Promoter. The

Allottee/s shall adhere to any safety and security conditions as stipulated by the Promoter and shall visit and inspect at his/her/their/its sole discretion.

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

9.6.1 to maintain the Apartment at the Allottee/s' own costs and expenses in good and tenantable repair, order and condition and to carry out all internal maintenance and repairs to the Apartment such that the same is in the same state and condition, as it was on the Date of Offer of Possession in terms of Article (6) hereinabove, and not to do or suffer or permit to be done anything therein including any changes or alterations thereto, and/or to any part of the Project, and/or any of the Common Areas & Amenities which are, or may be, contrary to the terms of this Agreement, and/or rules, regulations, or bye-laws, of the Promoter, and/or the PMC, and/or any Governmental Authorities, and/or the Entity & Organisation in respect of the Project (as and when formed and registered by the Promoter) and/or the Apex Body in respect of the Whole Project (as and when formed and registered by the Promoter), as the case may be;

9.6.2. to submit plans and specifications in respect of permissible alterations to the Apartment and after obtaining Promoter's prior written approval in respect thereof;

9.6.3. to rectify and make good any unauthorised and/or unlawful alterations and/or damage thereto within seven (7) Days from the date of receipt of a written notice from the Promoter, and/or from any Governmental Authorities, in that regard;

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

9.6.5. to observe, perform and comply with the terms, conditions and covenants of the rules, regulations and bye-laws which the Promoter, and/or any Governmental Authorities may specify and those which the Entity & Organisation (as and when formed and registered by the Promoter in respect of the Project) and/or the Apex Body (as and when formed and registered by the Promoter in respect of the Whole Project), as the case may be, may adopt or frame at its/their inception, and any modification thereof, from time to time;

9.6.6. not to let, sub-let, transfer, assign or part with any interest or benefit under this Agreement or part with the possession of the Apartment (if the Date of Offer of Possession has occurred and the Allottee/s has/have taken possession of the Apartment in terms and in accordance with this Agreement) until the Allottee/s has/have complied with all his/her/their/its obligations under this Agreement;

9.6.7. shall also observe and perform all the stipulations and conditions laid down by the Entity & Organisation, regarding the occupancy and use of the Apartment and shall pay and contribute regularly and punctually towards the

taxes, expenses or other out-goings in accordance with the terms of this Agreement;

- 9.6.8. to contribute his/her/their/its share of expenses towards painting, repairs, waterproofing, refurbishment and structural audits and fire audits (including fire safety audits) of the Project and the Common Areas & Amenities, or at such intervals as may be stipulated by the Promoter and/or Entity & Organisation;
- 9.6.9. on and after the Allottee/s is/are permitted to enter upon the Apartment, after the Date of Offer of Possession in terms of Article (6), to make suitable arrangement for removal of debris arising out of any interior decoration, renovation, furniture making or any other allied work in the Apartment. In case such debris is not removed by the Allottee/s, the Allottee/s shall pay/reimburse to the Promoter, the cost incurred in the removal of such debris;
- 9.6.10. the availability of electricity and/or water to the said Apartment are dependent upon the concerned supplier/provider thereof and the Promoter shall endeavor to obtain the same;
- 9.6.11. in case of non-availability and/or shortage of water supply from MCGM or Government Authority, Promoter or Entity & Organisation, as the case may be, shall endeavor to arrange either through tankers or any other source, then in such case the Allottee/s shall contribute his/her/their/its share of expenses;
- 9.6.12. upon and after the Allottee/s is/are permitted by the Promoter to enter upon the Apartment as provided herein and until the Whole Project Completion subject to Force Majeure Events, as contemplated herein, the Promoter, and/or Promoter Affiliates, and/or any Governmental Authorities and their respective officers, agents, or representatives, including the PMC, the Project Architect, Project Engineer and any engineers, surveyors, contractors, agents and employees, with or without workmen and others, have and shall have at all reasonable times, the right to enter into and upon the Apartment, Parking Space/s, Project and the Common Areas & Amenities, or any part thereof, to view and examine the state and condition thereof and/or for the purpose of undertaking any works as may be required therein and thereto in relation to the Whole Project;
- 9.6.13. not to store in the Apartment any goods, objects or materials which are or may be of hazardous, combustible or dangerous nature, or are or may be so heavy as to damage the construction or structure of Project, or the storing of which goods, objects or materials is objected to or prohibited by the Promoter, and/or the PMC, and/or any Governmental Authorities, and shall not carry or cause or permit to be carried heavy packages to upper floors which may damage or may be likely to damage the lifts or the entrances, staircases, common passages or any other structure, or part, of Project, and to be liable for all damage that may be caused thereto by the Allottee/s;
- 9.6.14. the wet and dry garbage generated in and from the said Apartment shall be separated by the Allottee/s and the wet garbage generated in and from the Whole Project shall be treated separately by the allottees/purchasers/occupants of the Premises of Whole Project within the Whole Project Land;

9.6.15. Not to throw dirt, rubbish, rags, garbage or other refuse, or permit the same to be thrown from the Apartment, in the compound or any portion of the Project and/or the Common Areas & Amenities;

9.6.16. not, without the prior written permission of the Promoter, and/or the PMC:

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

9.6.16.2 to affix/install any sign, name or display boards, or any hoardings or neon lights in or outside the Project and/or the Common Areas & Amenities;

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

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

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

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

9.6.16.7 to demand or claim any partition or division of the Allottee/s ultimate interest as provided herein, in the Project and/or Project Land and/or Whole Project Land and/or the Common Areas & Amenities, or any part thereof, it being expressly agreed, understood and confirmed by the Allottee/s that his/her/their/its interest therein will, if the allotment and sale herein is completed, be impartible, and will be held only through the Entity & Organisation formed by the Promoter in respect of Project, of which he/she/they/it shall be admitted a prospective member, in terms of Article (11).

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

- 9.8 The Allottee/s shall, if and whenever requested by the Promoter hereafter, and within seven (7) Days of receiving the Promoter's written intimation in this regard, sign, execute and deliver to the Promoter in such form as may be desired by, it, any applications, consents, deeds, writings, etc. recording the confirmations and consents given and granted in this Agreement, and shall attend the office of the Promoter for this purpose.
- 9.9 Notwithstanding that the Allottee/s may contemplate availing of, or has/have availed of, a loan in respect of the purchase of the Apartment, and/or the Allottee/s has/have mortgaged, or will mortgage the Apartment with such bank or financial institution (which is to be subject to the issuance by the Promoter's no objection/consent letter to such bank or financial institution) to secure such loan it shall be sole and entire responsibility of the Allottee/s to ensure that the payment of the Aggregate Payments, including the Purchase Price and every part thereof is completed, and the Promoter shall never be liable or responsible for the repayment of any loan availed of by the Allottee/s and/or any such mortgage; and the Allottee/s agrees to indemnify and keep indemnified and saved harmless the Indemnified Parties of, from and against all claims, costs, charges, expenses, damages and losses which they or any of them may suffer or incur by reason of any action that such banks / financial institution may initiate in relation to such loan or mortgage. Notwithstanding anything to the contrary herein, the Allottee/s hereby agree/s and undertake/s that the Promoter shall always and have first lien and charge over the Apartment in respect of, and to secure, the Aggregate Payments due and payable by the Allottee/s, and accordingly, without prejudice, the Allottee/s irrevocable obligation and liability to make payment thereof, any mortgage, charge, security interest, etc., created over, and/or in respect of the Apartment shall always be subject to the Promoter's aforesaid first lien and charge, and subject to all the Promoter's rights, powers and entitlements under this Agreement.
- 9.10 If the Allottee/s is/are non-resident Indian citizen, or a foreign national/citizen (whether or not the Allottee/s is/are a Person of Indian Origin (POI) and/or an Overseas Citizen of India (OCI), then it shall be his/her/their sole obligation and liability to comply with the provisions of all applicable laws, including Foreign Exchange Management Act, 1999, Reserve Bank of India rules and regulations, exchange control regulations and all other applicable/necessary requirements, rules, regulations, guidelines etc. of the Government or any other authority, from time to time, including those pertaining to remittance of payment for acquisition of immovable properties in India. Refunds (if any) to Non-Resident Indians (NRI) and foreign citizens of Indian origin shall be made in Indian Rupees.
- 9.11 The Allottee/s has/have gone through the representations made by the Promoter on the website of the Government Authority as required by RERA and shall keep himself/herself/themselves/itself updated with all the matters relating to the Whole Project including Project that the Promoter will upload from time to time.
- 9.12 The Project and Whole Project shall always be called/know by the name stated in Annexure 'E' hereto, which name shall not be changed without the prior written permission of the Promoter, and thus shall, at all times, be binding upon the Allottee/s and all allottees/purchasers of Premises in the Project and Whole Project.
- 9.13 All terms, conditions, covenants, stipulations and provisions contained in any agreement/s, undertakings or writings given, or to be given, to Governmental Authority, and in respect of Approvals, and/or special rights and privileges and building agreement/s made or executed or to be made or executed in respect of the

Premises in the Project and Whole Project, shall be binding upon the Allottee/s and all allottees/purchasers/occupants of Premises in the Whole Project.

And the Allottee/s irrevocably agree/s, confirm/s and undertake/s that the covenants and obligations herein, on their part and strict observance and performance thereof, are made, given and to be observed and performed both in his/her/their/its personal capacity, and as prospective member/s of the Entity & Organisation.

ARTICLE 10 - REPRESENTATIONS OF THE PROMOTER

Subject to the disclosures made herein by the Promoter, and what is stated in the Certificate of Title, the Promoter hereby represents and undertakes as follows:

- 10.1 the Promoter is seized and possessed of or otherwise well and sufficiently entitled (including to develop) to the Whole Project Land;
- 10.2 the Promoter shall apply for all necessary Approvals from time to time in respect of the Project and Whole Project;
- 10.3 the Promoter has not entered into any agreement for sale or any other agreement/arrangement with any person or party with respect to the Apartment; and,
- 10.4 the Promoter is entitled to enter into this Agreement, for agreeing to allot and sell the Apartment in the manner contemplated herein.

ARTICLE 11 - ENTITIES & ORGANISATIONS; ORGANISATION FOR RESIDENTIAL BUILDINGS; APEX BODY ; TRANSFER

- 11.1 The Promoter, in its discretion, and subject to Force Majeure Events, intends as follows:
 - 11.1.1 on or before the Project Completion, the Promoter shall initiate the process of applying for the formation of the Entity & Organisation, to comprise, inter alia, the Allottee/s and other allottees/purchasers of Premises in the Project;
 - 11.1.2 the Promoter shall convey and transfer the structure of the habitable floors of Project along with Limited Common Areas & Amenities within the habitable floors by and under the Deed/s of Transfer to such Entity & Organisation and handover the charge and control of the same within three (3) months of the happening of the following events:
 - (a) the receipt of the full occupation certificate of the Project; and,
 - (b) receipt of the entire purchase price, consideration and other charges & deposits by the Promoter from all allottees/purchasers of the Premises in the Project.
 - 11.1.3 upon completion of the construction of the Balance Projects, the respective Entities & Organisations in respect of each of the Balance Projects will be formed and constituted, as may be determined by the Promoter. The structure of the habitable floors of the Balance Projects along with limited common areas & amenities related thereto will be conveyed to such Entities & Organisations respectively, subject to such terms as may be determined by the Promoter.
 - 11.1.4 the Promoter shall, subject to Force Majeure Events, convey and transfer to the Apex Body, the Whole Project Land and the Common Areas & Amenities in the manner as described in this Agreement within three (3) months of the happening of the following events:

- (a) the receipt of the full occupation certificate of the last building/structure of the Whole Project Land; and,
- (b) receipt of the entire purchase price, consideration and other amounts, charges & deposits by the Promoter from all the allottees/purchasers of the Premises in the Whole Project.

It is clarified that the aforesaid conveyance and transfer to the Apex Body excludes or is subject to: (i) any portions thereof handed over to Government Authority/ies or utility providers pursuant to any Reservations, and/or leases of utilities, (ii) any encroached areas which will be transferred on an “as is where is basis”, as may be determined by the Promoter in its discretion, (iii) all conveyances of buildings and structures constructed on the Whole Project Land to various entities & organizations of the Whole Project and (iv) the lease of the Demised Premises granted under the Indenture of Lease as referred to in Recital (B)(h) hereinabove. The Promoter shall execute Deed/s of Transfer and other writings in respect thereof, subject to (a) what is stated hereinabove, and (b) all other rights, easements, powers, privileges, authorities reserved herein unto the Promoter.

- 11.2 The Promoter will handover all the sanctions, Approvals, Plans, etc as may be required to the respective Entity & Organisation and/or Apex Body
- 11.3 The Promoter shall on or prior to execution and registration of the Deed/s of Transfer in favour of the:
 - 11.3.1 Entity & Organisation formed in respect of the Project, make full, true and requisite disclosure of the nature of its title to the Project; and
 - 11.3.2 Apex Body, make full and true disclosure of the nature of its title to (i) the Whole Project Land, (ii) the balance structures including Common Areas & Amenities and (iii) balance Limited Common Areas & Amenities for the residential buildings (below the habitable floors of each of the building/structure) to the Apex Body, as well as encumbrances thereon, if any, including any right, title, interest or claim of any person/s in, to or upon the same.
- 11.4 The Allottee/s agree and confirm, personally and as prospective member/s of the applicable Entity & Organisation, that he/she/they/it, is/are not entitled to and shall never raise any objection or dispute and/or claim any compensation, if the area of the Whole Project Land and/or the remaining development of the Whole Project, that is proposed to be transferred as provided in this Article (11), shall be at variance with, or may be less than, the area contemplated, or referred by herein, including virtue of any Reservations spaces for sub-station (by electricity supply company), if any, and/or the Reservations being handed over and transferred to and/or acquisition of any portion of the Whole Project Land by the Governmental Authorities, during the course of developments of the Whole Project Land, or for any other reason whatsoever.
- 11.5 Without prejudice to the generality of the foregoing provisions, the Promoter has put the Allottee/s to notice of the following matters, facts and disclosures which the Allottee/s has/have agreed and accepted that the development of the Whole Project

in phases upon the Whole Project Land contemplates the utilization of part/portion of the Development Potential, which may not be proportionate to the FSI and development potential attributable to and arising out of the Whole Project Land. The Allottee/s, for himself/herself/themselves/itself, and as a prospective member of the Entity & Organisation, shall not be entitled to raise any claim or dispute in respect thereof.

- 11.6 All the documents, writings, Deed/s of Transfer etc., to be executed in the conveyance/s and transfer/s, as referred in this Article (11), and all other related documents and writings to be executed in relation thereto and/or in pursuance thereof, including bye-laws, rules and regulations of the Entity & Organisation formed in respect of the Project and the Apex Body formed in respect of the Whole Project, and all writings, forms, applications, etc. in relation to the proposed formation and registration thereof, shall all be prepared and approved by the Advocates and Solicitors appointed by the Promoter, and the same shall contain such terms, conditions, covenants, stipulations and provisions, including those contained in this Agreement including reserving the rights, powers, authorities and benefits of the Promoter, as the Promoter deems fit.
- 11.7 The Entities & Organisation and the Apex Body, shall be known by such names as the Promoter may decide, which names shall not be changed by the Allottee/s, and/or any other purchasers and/or the Entity & Organisation, and/or the Apex Body without the prior written consent of the Promoter;
- 11.8 The Allottee/s shall co-operate with the Promoter and shall sign and execute application forms, papers, declarations, documents and other writings for registration of the Entity & Organisation to be formed and constituted in respect of the Project and do all necessary acts and deeds, so as to enable the Promoter to respectively register the Entity & Organisation.
- 11.9 Unless and until the Allottee/s is/are in full compliance of the terms and conditions of this Agreement including the payment of the Aggregate Payments to the Promoter, the Entity & Organisation shall not issue and deliver a share certificate to the Allottee/s.
- 11.10 All, without limitation costs, charges and expenses in respect of the formation and registration of (i) Entity & Organisation, in respect of Project, shall be borne and paid by all the allottees, purchasers, transferees of all the Premises in the Project; (ii) the Entities & Organisations, in respect of the Balance Projects, shall be borne and paid by all the allottees/purchasers and transferees of all the Premises in the respective Balance Projects; (iii) the Apex Body, shall be borne and paid by all the Entities & Organisations formed in respect of the Whole Project as set out hereinabove and its other constitutes, and the Promoter shall not bear or pay the same or contribute towards the same at all. If any delay or default is made in the payment or reimbursement of such costs, charges or expenses, for any reason whatsoever, the Promoter shall never be held responsible or liable for any delay in the formation and registration of the Entity & Organisation, and/or Entities & Organisations, and/or Apex Body.

ARTICLE 12 – TERMINATION

- 12.1 The Allottee/s agree and confirm that, without prejudice to all the rights, powers, authorities, discretions, entitlements and remedies of the Promoter under this Agreement, and Applicable Law, the Promoter shall be entitled, in its discretion, to terminate and cancel this Agreement in the circumstances set out in Article (12.2) hereinbelow.

- 12.2 If the Allottee/s commits an Event of Default, the Promoter shall be fully and freely entitled, in its discretion, and without prejudice to all its rights and remedies herein, and under Applicable Law, to deliver to the Allottee/s a fifteen (15) Days prior notice in writing of its intention to terminate and cancel this Agreement, and if the Allottee/s fails, refuses and neglects to remedy or rectify such Event of Default, to the satisfaction of the Promoter, by the expiry of the aforesaid notice period of fifteen (15) Days, then this Agreement and any writings that may have been executed in pursuance hereof shall automatically and forthwith stand cancelled and terminated without any further act, deed, matter or thing being required to be done, executed and performed, by the Parties. On and after such termination the Liquidated Damages, shall be deducted and appropriated by the Promoter from and out of the Purchase Price paid by the Allottee/s, and received and realised by the Promoter, and the net balance thereof, shall be paid to the Allottee/s (or at the sole option of the Promoter to the bank/financial institution from whom the Allottee/s has/have availed of a housing loan in terms of this Agreement), by the Promoter within thirty (30) Days of the execution and registration of the Deed of Cancellation (in terms of a draft prepared by the Promoter) recording the termination and cancellation of this Agreement, if called upon by the Promoter to do so. It is agreed and clarified that other than the aforesaid amount, the Promoter shall not be liable to bear, pay and discharge to the Allottee/s any other amounts, charges, liabilities, compensation or damages.
- 12.3 It is agreed and confirmed by the Allottee/s that the termination and cancellation of this Agreement, under any of the terms, conditions and provisions of the Agreement, including under Article (12.2), the following shall forthwith apply and bind the Allottee/s, that is:
- 12.3.1 the Allottee/s shall cease to have any right, title, interest, claim, or demand in or to the Apartment and the Parking Space/s, under this Agreement, and the Promoter shall be fully and freely entitled, without any objection, or obstruction, to allot and sell, deal with and/or otherwise encumber, alienate or dispose off the same, in such manner, for such consideration and on such terms and conditions as the Promoter deems fit, in its discretion; and,
- 12.3.2 any mortgage, charge, lien or security interest created by the Allottee/s over the Apartment, and/or the Allottee/s interest under this Agreement, shall automatically stand terminated, cancelled, released and discharged, without any act, deed, matter or thing required to be done, executed or performed.

ARTICLE 13 - INSURANCE

Upon Project Completion and the completion of the Balance Projects, and subsequently upon completion of construction of the Common Areas & Amenities the same shall be respectively insured by the Promoter, to such extent, as it deems fit, in its discretion, against risks including third-party liability, acts of God, etc., but not in respect of any articles, chattels, goods, or personal effects therein; all of which shall be suitably insured by the allottees and purchasers at his/her/their/its own cost and liability. The cost of the insurances to be obtained by the Promoter shall be recovered from the Allottee/s as a part of the Other Charges & Deposits and the Allottee/s shall bear and pay the same.

ARTICLE 14 – INDEMNITY

The Allottee/s hereby agree/s and undertake/s to indemnify and keep indemnified and saved harmless at all times, the Indemnified Parties, and their estates and effects, against all loss or damage, and/or any suits, actions, proceedings or notices that they, or any of them, may sustain and suffer, and all costs, charges and expenses, that they, or any of them,

may incur by reason, or as a result of: (a) any failure, breach, default, non-observance, or non-performance, or non-compliance by the Allottee/s of any of the terms, conditions and provisions of this Agreement, and/or (b) any accident or injury caused to, or suffered by, the Allottee/s, or his/her/their/its family members, guests, servants, agents, representative/s, and any person/s residing in, or occupying, or entering upon, the Whole Project, including any persons visiting the Allottee/s or his/her/their/its family, guests or visitors or staff, and all persons claiming through or under them or any of them.

ARTICLE 15 - NO LIABILITY

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

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

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

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

ARTICLE 16 - GENERAL PROVISIONS

16.1 Interest; Other Charges

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

16.2 Allottee/s Obligation of Confidentiality

16.2.1 The Allottee/s shall during the subsistence of this Agreement and at all times thereafter, keep strictly confidential all Confidential Information, and shall not, without the prior written permission of the Promoter, which may be granted, or refused, in the Promoter's discretion, disclose, or divulge, directly, or indirectly to any third party, except to the Allottee/s advisors and officers (subject always to similar duties of confidentiality), any Confidential Information, except where any Confidential Information:

16.2.1.1 is required by Applicable Law to be disclosed;

16.2.1.2 is required to be disclosed by any Governmental Authority with relevant powers to which the Allottee/s is subject or submits;

16.2.1.3 is or shall (otherwise than by breach or default of this Agreement) be in the public domain;

16.2.1.4 is required in connection with any financing which the Allottee/s may require or has already obtained in terms and in accordance with this Agreement.

16.2.2 Without prejudice to the generality of the foregoing provisions, the Allottee/s agree/s and undertake/s that no press releases, statements, interviews, publicity, advertisement, notices, disclosures, and/or any other publicity, whether in print or digital media (including social media), of, or concerning, or related to, the agreement for allotment and sale herein, and/or any Confidential Information, shall be directly or indirectly issued, given, made, motivated, distributed, generated, or disseminated, in any manner, and by the Allottee/s, without the prior written permission of the Promoter, which permission may be refused by the Promoter, in its discretion.

16.3 Intellectual Property

16.3.1 The Allottee/s acknowledge/s that all Intellectual Property is and shall always be exclusively owned and held by the Promoter alone and that the Allottee/s shall never have any right, title, interest or licence in respect thereof;

16.3.2 The Allottee/s shall not reproduce/replicate/publish or use in any manner howsoever, whether for commercial purposes, personal reasons, or otherwise, any Intellectual Property, and/or any Plans, Approvals, Informative Materials and/or any such materials which may be created or intended/proposed to be created or marketed by the Promoter, and disclosed to the Allottee/s, prior to, or during the subsistence of, the Agreement;

16.3.3 The Allottee/s shall immediately bring to the notice of the Promoter any improper or wrongful use or any unauthorised replication/reproduction of Intellectual Property, by any persons or parties, which has come to its/their knowledge;

16.4 Promoter's Overriding And Paramount Right Over The Apartment & Parking Space/s

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

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

Common Areas & Amenities, are and shall always remain property of the Promoter until the transfer/s thereof, as provided in Article (11), and in terms thereof. The Allottee/s shall also not have any claim, save and except, in respect of the Apartment hereby agreed to be allotted and sold, and the benefit of the use of the Parking Space/s thereto.

16.5 Notices

All notices, intimations, demands, correspondence and other communications to be served on the Allottee/s or the Promoter, as the case may be, under, and/or in pursuance of this Agreement, shall be deemed to have been duly, effectively and sufficiently delivered, if dispatched to the Allottee/s or the Promoter by Registered Post A.D., or by hand delivery, to the postal address, and/or by e-mail, at the e-mail address of the Allottee/s and the Promoter, respectively, as recorded in the Statement annexed hereto and marked **Annexure 'E'**

16.6 Waiver

16.6.1 Neither this Agreement, nor any term or provision hereof, shall be changed, waived, discharged, or amended, orally, except that any term of this Agreement may be amended and the observance of any such term may be waived (either generally or in a particular instance and either retroactively or prospectively) by the parties; provided however that no such waiver shall extend to or affect any obligation of a Party not expressly waived by the other Party, or impair any right consequent therein.

16.6.2 Neither the failure to exercise, nor any delay in exercising, any right, power, privilege or remedy, by a Party, under this Agreement, shall in any way impair or affect the exercise thereof by such Party, or operate as a waiver thereof by the Promoter in whole or in part.

16.7 Promoter's Rights Cumulative

The rights, powers, privileges and remedies of the Promoter under this Agreement, are and shall be cumulative, and are not exclusive of any rights, powers, privileges or remedies of the Promoter, as may be available under Applicable Law, or otherwise.

16.8 Severability

Any provision of this Agreement, which is invalid or unenforceable, shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof. If for any reason whatsoever, any provision of this Agreement is or becomes, or is declared by a court of competent jurisdiction to be, invalid, illegal or unenforceable, then the Promoter will prepare and provide the provision/s to be substituted, which provision/s shall, as nearly as practicable, leave the Parties in the same or nearly similar position to that which prevailed prior to such invalidity, illegality or unenforceability.

16.9 Entire Agreement

Unless otherwise specifically stated to the contrary herein, this Agreement constitutes and contains the entire, composite and complete agreement between the Parties with respect to the agreement herein for allotment and sale of the Apartment, and supersedes all prior letters of intent, term sheets, writings, correspondence, e-mails, communications, negotiations, Informative Materials etc. (whether oral or written), issued, and/or executed and/or exchanged between the Parties, and/or their respective agents, representatives and officers; none of which shall be referred to and/or relied upon by the Allottee/s. All terms & conditions as contained hereunder shall be subject to the provisions of RERA.

16.10 Registration

The Promoter and the Allottee/s shall, as required under RERA, immediately after the execution of this Agreement but in any event, not later than four (4) months from the date hereof, at the Allottee/s' own costs, expenses and initiation, present and lodge this Agreement for registration with the Office of the Sub-Registrar/Joint Sub-Registrar of Assurances at Mumbai, and admit execution hereof. If the Allottee/s fail/s or neglect/s to present and lodge this Agreement for registration and/or admit execution thereof, for any reason whatsoever, the Promoter will not be liable or responsible for the non-registration of this Agreement and for the consequences arising therefrom, nor shall the Promoter be liable to pay any penalty for their late attendance to complete the registration formalities.

16.11 Costs

16.11.1 All costs, charges and expenses, including stamp duty and registration charges payable upon and in respect of this Agreement shall be borne and paid solely by the Allottee/s.

16.11.2 All costs, charges and expenses, stamp duty, registration charges, Taxes etc arising, and/or payable, in respect of all deeds, documents, instruments and writings incidental or related to this Agreement, and/or to be executed in pursuance hereof, that is: (i) transfer and conveyance of structure of the Project to the Entity & Organisation, (ii) transfers and conveyance of structures of the Balance Projects to the respective Entities & Organisations formed in respect thereof, (iii) the transfer and conveyance of the Whole Project Land together with the Common Areas & Amenities and certain Limited Common Areas & Amenities in the Project (but excluding the building structures transferred and conveyed to the respective Entities & Organisations) to the Apex Body as referred to in Article (11) and all other related and incidental deeds, documents and writings including all costs, charges and expenses for preparing and engrossing the same, professional fees or charges payable to the Promoter's Advocates & Solicitors and towards stamp duty and registration fees, shall: (a) in respect of the documents and writings referred to in (i) above be proportionately borne and paid by the Allottee/s and by the allottees/purchasers of Premises and/or the Entity & Organisation in respect of the Project, (b) in respect of, documents and writings referred to in (ii) above be proportionately borne and paid by the allottees/purchasers of Premises and/or the Entities & Organisations formed in respect of the Balance Projects, and (c) in respect of, documents and writings referred to in (iii) above shall be payable by the Apex Body. The Promoter shall not be liable to bear and pay any such liabilities, or contribute towards the same.

16.12 Successors and Assigns

16.12.1 No rights, liabilities or obligations under this Agreement shall be assigned by the Allottee/s without the prior written consent of the Promoter;

16.12.2 The Promoter shall always be entitled, in its discretion, to assign this Agreement, and/or all, or any of, its rights and obligations under this Agreement, to any Promoter's Affiliates, including any entity in pursuance of an amalgamation, merger, demerger, or other corporate restructuring of the Promoter.

16.13 Laws

This Agreement and the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with Applicable Law.

16.14 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 Real Estate Regulatory Authority as per the provisions of the RERA.

16.15 Jurisdiction

This Agreement shall be governed in all respects by Applicable Law, courts at Mumbai shall have exclusive jurisdiction.

16.16 Survival

This Article (16.16), Article (12) (Consequences of Termination), Article (16.5) (Notices), Article (16.15) (Jurisdiction), Article (16.14) (Dispute Resolution) and Article (16.2) (Confidentiality), and all other rights and obligations of the Parties that are held after, and/or are required to be observed and performed upon and after the termination of this Agreement, shall survive the termination of this Agreement, and the Parties shall continue to respectively hold such rights, and be bound, liable and obliged to comply with their obligations in respect thereof.

16.17 The Promoter and Allottee/s respectively state/s that they are respectively assessed to Income Tax and their respective Permanent Account Numbers are as mentioned in the Statement annexed hereto and marked **Annexure ‘E’**.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the Larger Land)

All that piece and parcel of non-agricultural freehold land then bearing C.T.S. Nos. 283 and 283/1 to 283/17 of Village Bhandup, Taluka Kurla, Mumbai Suburban District, (as per P.R Card, admeasuring 17408.80 square meters), and bounded as follows: -

On or towards the East : by the Property bearing C.T.S. No. 284 of Village Bhandup
On or towards the South : by the properties bearing C.T.S. Nos. 281A/1/2, 281B/2, 281B/1, 281A/1/1, 280 and 1014 of Village Bhandup
On or towards the West : by the Lal Bahadur Shastri Marg
On or towards the North : by the properties bearing C.T.S. Nos. 284, 286, 285A and 285B of Village Bhandup

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the Whole Project Land)

ALL THAT piece and parcel of the freehold the land bearing CTS Nos. 283A of Village Bhandup, Taluka Kurla, Mumbai Suburban District, as per Property Register Card extract, admeasuring 17242.3 square metres, shown on the plan annexed hereto at Annexure “B” and bounded as follows:-

On or towards the North : Partly by CTS No.285B of Village Bhandup
Partly by CTS No.285A of Village Bhandup
Partly by CTS No.286 of Village Bhandup
On or towards the South : Partly by CTS No. 1014 of Village Bhandup
Partly by CTS No.280 of Village Bhandup
Partly by CTS No.281A/1/1 of Village Bhandup
Partly by CTS No.281B/1 of Village Bhandup
Partly by CTS No.281B/2 of Village Bhandup
Partly by CTS No.281A/1/2 of Village Bhandup

On or towards the East	Partly by CTS No. 284 of Village Bhandup Partly by CTS No. 283B of Village Bhandup, being part of proposed 18.30 mts wide D.P Road Partly by CTS No. 283C of Village Bhandup, being part of proposed 18.30 mts wide D.P Road
On or towards the West	By Lal Bahadur Shastri Marg

THE THIRD SCHEDULE ABOVE REFERED TO:
(Description of the Apartment and Parking Space/s)

All that the proposed Apartment bearing no. [•], admeasuring approximately [•] square meters Carpet Area (RERA) that is, approximately [•] square feet Carpet Area (RERA), on [•] habitable floor, of the Project, together with [•] vehicle Parking Space/s in the Whole Project known as “**Kalpataru Crest**”.

Enclosed/ Utility balcony area attached to the Apartment is approximately [•] square meters, that is, approximately [•] square feet;

Balcony (open) area attached to the Apartment is approximately [•] square meters, that is, approximately [•] square feet;

Open terrace area attached to the Apartment is approximately [•] square meters, that is, approximately [•] square feet;

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

SIGNED AND DELIVERED by the within)	For Kalpataru Gardens Private
named Promoter Kalpataru Gardens Private)	Limited
Limited)	
in the presence of)	

Director/Constituted Attorney

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Mr. _____
Photograph/Left Thumb Impression

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

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Mr. _____
Photograph/Left Thumb Impression

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Mr. _____
Photograph/Left Thumb Impression

RECEIPT

Received on or before execution hereof, of)
and from the within named Allottee/s, the)
sum of Rs. _____/-)
(Rupees _____)
_____)
_____)
_____ only))
vide cash/cheque/draft/pay order bearing)
No. _____ dated _____)
drawn on _____)
_____)
_____ being the Booking)
Amount/part consideration of the Purchase)
Price agreed to be paid by the Allottee/s, to)
us as withinmentioned)

Witnesses:

1.

2.

Rs._____/-

For Kalpataru Gardens Private Limited

Director/Constituted Attorney

ANNEXURE 'A'
DEEDS AND DOCUMENTS IN RESPECT OF THE LARGER LAND

1. Agreement for Sale cum Development dated 5th August, 2010 made between WRM Private Limited (formerly known as Western Rolling Mills Private Limited) (Vendors) and Kiyana Properties Private Limited (Purchaser)
2. Indenture of Conveyance dated 27th December, 2010 between WRM Private Limited (formerly known as Western Rolling Mills Private Limited) (Vendors) and Kiyana Properties Private Limited (Purchaser) registered with the Office of the Sub-Registrar of Kurla under Serial No. BDR-3/14218 of 2010

ANNEXURE 'B'
LAYOUT PLAN OF WHOLE PROJECT LAND

ANNEXURE 'C'
PROPERTY CARD OF WHOLE PROJECT LAND

ANNEXURE 'C-1'
MAHARERA REGISTRATION CERTIFICATE

ANNEXURE 'D-1'

IOD

ANNEXURE ‘D-2’
COMMENCEMENT CERTIFICATE

ANNEXURE ‘D-3’
OCCUPATION CERTIFICATE

ANNEXURE ‘E’
APARTMENT AND ALLOTTEE/S DETAILS

Sr.		Particular															
(1).	Whole Project	“KALPATARU CREST”															
(2).	Project/Building	“Kalpataru Crest” as per MAHARERA Certificate No. _____/ “Wing B- Avalon”															
(3).	Apartment	<p>Apartment bearing No. _____, on _____ habitable Floor of the Project, admeasuring about;</p> <table border="1"> <tr> <th></th><th>Square Meters</th><th>Square Feet</th></tr> <tr> <td>Carpet Area (RERA) of Apartment</td><td></td><td></td></tr> <tr> <td>Enclosed/ Utility balcony area attached to the Apartment</td><td></td><td></td></tr> <tr> <td>Balcony (open) area attached to the Apartment</td><td></td><td></td></tr> <tr> <td>Open terrace area attached to the Apartment</td><td></td><td></td></tr> </table>		Square Meters	Square Feet	Carpet Area (RERA) of Apartment			Enclosed/ Utility balcony area attached to the Apartment			Balcony (open) area attached to the Apartment			Open terrace area attached to the Apartment		
	Square Meters	Square Feet															
Carpet Area (RERA) of Apartment																	
Enclosed/ Utility balcony area attached to the Apartment																	
Balcony (open) area attached to the Apartment																	
Open terrace area attached to the Apartment																	
(4).	Parking Space/s	____ (_____) vehicle parking spaces in the Whole Project															
(5).	Purchase Price	Rs. _____/- (Rupees _____ Only)															
(6).	Date of Offer of Possession of the Apartment	On or before _____															
(7).	Postal address of the Allottee/s																
(8).	Postal address of the Promoter																
(9).	E-mail address of the Allottee/s.																
(10).	E-mail address of the Promoter.																
(11).	Permanent Account																

	Numbers of the Promoter	
(12).	Permanent Account Numbers of the Allottee/s	

ANNEXURE 'F'
CERTIFICATE OF TITLE

ANNEXURE ‘F-1’
ADDENDUM

ANNEXURE ‘G’
COMMON AREAS & AMENITIES AND LIMITED COMMON AREAS & AMENITIES

Part A
Common Areas & Amenities
Part B
Limited Common areas and Amenities

ANNEXURE ‘H’
PAYMENT SCHEDULE

The Purchase Price of Rs. _____/- (Rupees _____
_____ Only) payable by the Allottee/s in instalments against the following milestones:

Sr.	Time for Payment		Amount
1	Part Booking Amount	:	Rs. _____/-
2	Balance Booking Amount	:	Rs. _____/-
3	On	:	Rs. _____/-
4	On	:	Rs. _____/-
5	On	:	Rs. _____/-
6	On	:	Rs. _____/-
7	On Date of Offer of Possession	:	Rs. _____/-
	Total :	:	Rs. _____/-

ANNEXURE “I-1”

FLOOR PLAN

For **Kalpataru Gardens Private Limited**

Director/Constituted Attorney

NOT TO SCALE

Apartment No. _____ on _____ habitable Floor of Wing B-Avalon.

ANNEXURE ‘J’
APARTMENT AMENITIES

DATED THIS DAY OF 20__

BETWEEN

Kalpataru Gardens Private Limited
 the **PROMOTER**

AND

Mr./ Miss.
Mrs./M/s._____

 the **ALLOTTEE/S**

AGREEMENT FOR SALE

In respect of Apartment No. _____ on the _____ floor
in Building / Wing _____ along with earmarking of
_____ (_____)Parking Space/s in the Project known as

“Kalpataru Crest”(Wing B-Avalon) in the complex
“Kalptataru Crest”, situate at Village Bhandup, L. B.
Shastri Marg, Bhandup (West), Mumbai - 400078