

AGREEMENT FOR SALE

This AGREEMENT FOR SALE ("Agreement") is made at _____ on this _____ day of _____ 20_____,

BY AND BETWEEN

SATGURU CORPORATE SERVICES PRIVATE LIMITED, (PAN - _____) a company incorporated under the provisions of Companies Act, 1956, having its registered office at 5th floor, Sunteck Centre, 37-40, Subhash Road, Vile Parle (East), Mumbai - 400 057 represented by its authorized signatory authorized vide board resolution dated _____ hereinafter referred to as the "**Promoter**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successor or successors and business nominees and permitted assigns) of the **ONE PART**;

AND

Mr./Ms. «First Applicant» and

Mr./Ms. «Second Applicant» and

Mr./Ms. «Third Applicant» residing at «Address» hereinafter referred as "**Unit Holder**", (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, legal representatives, administrators and assigns) of the **OTHER PART**; (applicable in case where purchase is by an Individual)

OR

Mr./Ms. «First Applicant» residing at «Address», in his capacity as Karta of _____ Hindu Undivided Family (HUF) hereinafter referred as "**Unit Holder**", (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include the Karta and all coparceners, constituting the HUF from time to time, their respective heirs, legal representatives, executors, administrators and assigns) of the **OTHER PART**; (applicable in case where purchase is on behalf of HUF)

OR

«First Applicant»

a registered partnership firm, constituted under the Indian Partnership Act, 1932 and having its principal office of business at **«Address»**, hereinafter referred as "**Unit Holder**", (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include the partners of the firm for the time being, their survivor or survivors and the heirs, executors, administrators of the last surviving partner), acting through Mr./Ms. _____, its partner duly authorised under the resolution dated _____ passed by the partners of the firm) of the **OTHER PART**; (applicable in case where purchase is in the name of a Partnership Firm)

OR

«First Applicant» Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at **«Address»** hereinafter referred as "**Unit Holder**", (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successor or successors in business and permitted assigns) of the **OTHER PART**; (applicable in case where purchase is by public/private limited company)

OR

M/s. **«First Applicant»** a proprietary concern carrying on its business through its proprietor Mr./Ms. _____ and having his office at, **«Address»** hereinafter referred as "**Unit Holder**" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, legal representatives, administrators and assigns) of the **OTHER PART**; (applicable in case where purchase is by a sole proprietary concern)

OR

«First Applicant», a public charitable trust registered with the office of the Charity Commissioner under provisions of the Bombay Public Trusts Act 1950, having office at **«Address»**, acting through its trustee/s Mr./Ms. _____, hereinafter referred as "**Unit Holder**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include all trustees constituting the trust and the

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heirs, executors and administrators of the last surviving trustee) of the **OTHER PART**; (applicable in case where purchase is by a public charitable trust)

OR

«First Applicant», a private trust/ settlement having office at **«Address»**, acting through its trustee/s Mr./Ms. _____, hereinafter referred as "**Unit Holder**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include all trustees constituting the trust and the heirs, executors and administrators of the last surviving trustee) of the **OTHER PART**; (applicable in case where purchase is by a private trust)

OR

«First Applicant» LLP, a limited liability partnership formed and registered under provisions of the Limited Liability Partnership Act, 2008 and having its registered office at **«Address»** hereinafter referred as "**Unit Holder**", (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its partners constituting the partnership from time to time and its successor or successors in business and permitted assigns) of the **OTHER PART**; (applicable in case where purchase is by LLP)

The Promoter, and the Unit Holder/s are hereinafter collectively referred to as "**Parties**" and individually as "**Party**".

WHEREAS:

A. **SATGURU CORPORATE SERVICES** Private Limited ("**Promoter**") is lessee (As per the Lease Deed dated 11/12/2025 executed by MMRDA, duly registered with the Sub-Registrar of Assurances, bearing Registration No. MBE-9-18479-2025) and possessed of and/or otherwise well and sufficiently entitled to develop all those pieces and parcels of land bearing CTS nos 165/A/1 admeasuring 17,250.30 Square Metres and CTS no 165/C/1 admeasuring 2,092.60 Square Metres aggregately admeasuring approximately 19,342.9 square metres lying, being and situate at Village Goregoan, Taluka Borivali, Mumbai Suburban District at Oshiwara, Goregoan, Mumbai

(hereinafter referred to as "**the Larger Land**") and more particularly described **Firstly in the First Schedule** appearing hereunder.

B. The Promoter proposes to develop the Larger Land as a layout development known as "**5th Avenue Sunteckcity**" by constructing various buildings for residential/commercial use in a phase wise manner by consuming such FSI/TDR as may be available in any form, from time to time, due to any change in the applicable law or policies of the Bombay Municipal Cooperation (BMC) and/or otherwise as per the permissions/approvals granted/ to be granted by the concerned planning authority and other concerned and competent authority/ies from time to time. The Promoter has prepared a proposed master layout showing the development proposed on the Larger Land ("**said Master Layout/Larger Land Layout**"). The said Master Layout has been uploaded on <https://maharera.mahaonline.gov.in>. In relation to this, the Promoter is entitled to amend, alter, modify and/or substitute the Master Layout, in full or in part, as may be required/permisssible including due to any change in the applicable law from time to time.

C. The Promoter presently proposes to develop and construct on a portion of the Larger Land admeasuring 3896.43 Square Metres (plinth area) (hereinafter referred to as "**the said Project Land**") as more particularly described **Secondly in the First Schedule** appearing hereunder, by constructing thereon a residential building / tower known as "**5th Avenue Sunteckcity - Tower 2**" (-named "Tower- 2" as per MMRDA approval) comprising of Wing A & B (hereinafter referred to as the "**said Project Building**"). The said Project Building shall comprise of 4 levels of basement + Ground Floor + 3 Podiums + upto 44 upper habitable floors with the topmost floor being amenity floor by consuming the permissible FSI/TDR in any form presently available and/or as may become available from time to time, upon the said Project Land/Larger Land or any portion thereof, due to change in the applicable law or policy of BMC, or otherwise. Annexed hereto and marked as **Annexure A** is the plan with the said Larger Land shown demarcated thereon incolour boundary line and the said Project Land with the Project Building shown hatched thereon incolour.

D. The Promoter proposes to develop the entire Larger Land as a layout development in a phase wise manner by constructing buildings for residential/commercial / retail use (including the Project Building) as deemed

fit in accordance with the approved plans which may be amended from time to time subject to approval of the concerned authority/ies ("said Buildings").

- E. The Purchaser is desirous of purchasing residential unit/flat in Tower 2/T2/said Project Building known as "5th Avenue Sunteckcity- Tower 2" being constructed on the Project Land ("said Unit") alongwith car park/s as described more particularly in the Third Schedule hereunder. The said Unit together with the right to use the Car Park/s is hereinafter collectively referred to as the "said Premises") the details whereof along internal amenities to be provided within the said residential premises are interalia more particularly described in the **Third Schedule** hereunder written.
- F. The Promoter shall be entitled to register one or more phases of development on the said Larger Land and/or the building/s constructed thereon and/or portions thereof either as a single or separate real estate projects under the provisions of the Real Estate (Regulation and Control) Act, 2016 as may be deemed fit at its sole discretion.
- G. It is clarified that the Promoter will be entitled to develop, transfer, dispose of, use, operate, manage and otherwise monetise the said Project Land and/or other developments on the Larger Land in the manner it deems fit and proper provided that the promoter having obtained consent of the allottees as required under law in case the such development adversely affects the Allottee's rights title interest in respect of the said premises.. The Promoter, at its sole discretion, shall be entitled to formulate such rules and regulations or impose such terms and conditions as may be necessary for the use and operation of the aforesaid development as it may deem fit and proper.
- H. The Promoter is entitled to make variations, alterations, amendments or deletions in the plans approved or in the scheme of development of the said layout on the Larger Land, relocate/ realign service and utility connections and lines, open spaces, parking spaces, recreation areas and all or any other layout common areas and amenities and facilities from time to time as per Promoter's requirements and may include one or more buildings having one or more wings and/or remove from the layout of the Larger Land one or more buildings and also may change the location of any amenity or any of the buildings to be constructed in the proposed development on the Larger Land, subject to sanction by authorities concerned as may be applicable, however, the Promoter shall obtain the prior consent of the flat/premise purchasers only if such variations, alterations, amendments or deletion in the approved

plans adversely affect the said Unit, save and except if any alteration or addition is required by any Government authorities or due to any change in law or any change contemplated by any of the disclosure/s already made to the Unit Holder.

- I. For the purpose of the development of the said Larger Land, the Promoter has envisaged construction interalia of underground tanks, fire-fighting tanks, rain harvesting tanks, sewage treatment plants and installation of transformers, access roads and recreation grounds, which will be in common for all the buildings to be constructed on the said Larger Land.
- J. The Promoter shall be entitled to designate any spaces/areas in the Larger Land or Project Land for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the allottees in the Project. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method. For this purpose, the Promoter may lay and provide the necessary infrastructures such as cables, pipes, wires, meters, antennae, base sub – stations, towers etc.
- K. The Promoter shall be entitled to put hoarding/boards of their Brand Name or such other hoardings/boards for advertisement purposes in the form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Project Land/Larger Land and on the façade, terrace, compound wall or other part of the buildings/towers/wings as may be developed from time to time, at all times. The Promoter shall also be entitled to place, select, decide hoarding/board sites and be entitled to a full and free unconditional right of way and means and access to such place or places for the purpose of repair, maintenance, painting or changing the logo/ signs. The Allottee/s confirm/s that he/she/they shall not object to the same.
- L. As per the statutory approvals the Promoter is required to hand over certain stipulated percentage of the Larger Land towards pedestrian plaza reservation in favour of MMRDA.
- M. In the event due to planning/approval constraints, the Promoter is unable to construct the said Project Building upto 44 (Forty Four) upper/habitable floors as stated above, the Promoter may increase the height of any of the other building/s that may be constructed on the said Larger Land, so as to consume/utilise the balance FSI available /may become available subject to

approval by the Local Authority. The Promoter shall also be entitled to undertake further development on the said Larger Land by constructing one or more additional buildings for residential/commercial use so as to utilize the maximum development potential arising from the said Larger Land , as may be available from time to time.

N. The Promoter will provide certain amenities in the said Project Building which shall be in common for all the purchasers of the said Building, as more particularly described in the **Second Schedule** hereunder written ("**said Project Building Common Areas and Amenities**").

O. The Promoter may develop certain common areas and amenities on portions of the said Larger Land including the Project Land which shall be utilised by the Allottee as well as the other allottees of the other buildings/projects on the said Project Land/Larger Land in common , as more particularly described in the **Second Schedule** hereunder written ("**Larger Land Common Areas and Amenities**").

P. The Promoter shall be entitled to amalgamate/aggregate any contiguous land parcel with the said Larger Land, as provided under the Proviso to Rule 4(4) of the RERA Rules (defined below).

Q. The Promoter shall be entitled to develop the said Larger Land by itself or in joint venture with any other person and will also be entitled to mortgage and charge the said Larger Land and the structures to be constructed thereon from time to time.

R. MMRDA has approved the building plan of the said T2 to be constructed by the Promoter on the said Project Land datedand has also issued a Commencement Certificate/s dated _____ bearing reference no. _____ copy whereof is annexed hereto in **Annexure "B"** (hereinafter referred to as the "**Commencement Certificate/ CC**"); The approvals/CC as and when sanctioned /amended from time to time with respect to the said T2 Building/Project shall be uploaded on the RERA website.

S. The Promoter has registered Tower "**5th Avenue Sunteckcity- Tower 2**" as a 'real estate project' (**Project/Project Building**) with the Real Estate Regulatory Authority ("**Authority**"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016, read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real

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estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (“**RERA Act/ Rules**”) and the Regulations. The Authority has duly issued Certificate of Registration No. _____ dated _____ for “_____” and copy of the RERA Certificate is annexed and marked as **Annexure “C”** hereto.

T. The Allottee has, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its Advocates, Planning and Architectural consultants, as deemed fit. The Allottee has agreed and consented to the development of the said Larger Land in a phase-wise manner. The Allottee has also examined all documents recited hereinabove and the documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.

U. As provided under Section 6 of the RERA Act , the registration granted under section 5 may be extended by the Authority on an application made by the Promoter due to force majeure conditions which shall mean a case of war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature , affecting the regular development of the real estate project, which shall be *mutatis mutandis* applicable to these presents. Further the registration granted under section 5 may be extended by the Authority on an application made by the Promoter under any other provision/s of the RERA Act, as may be applicable.

V. The Promoter has appointed M/s. _____ registered with the Council of Architects for planning the proposed development of the said Project Land and has also appointed M/s. _____, as Structural Engineer for preparation of structural designs and drawings of the _____;

W. The copy of the title certificate dated _____, issued by Adv. M/s Wadia Ghandy & Co with respect to the said Larger Land is annexed hereto and marked as **Annexure “D”**;

X. The Unit Holder/s confirm that he /she / they is /are aware that the Promoter is proposing to construct a common / stilt / stack / mechanized/tandem/puzzle parking at its discretion which shall be common for the said Project /further Building/s constructed/ to be constructed on the

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said Larger Land, as per the applicable Development Control regulations and as may be approved by the competent authorities.

Y. The Unit Holder/s has demanded from the Promoter and the Promoter has given to the Purchaser inspection of all the documents of title regarding the Larger Land, plans and designs, specifications, approvals and such other documents with respect to the Project Building as are specified under RERA, including but not limited to the following:

- (i) All approvals and sanctions issued by the competent authorities for the development of the Project including layout plans, master plan, approved plans, building plans, floor plans, change of user permissions, C.C., Parking Plans, EC, etc. and such other documents as required under Section 11 of RERA;
- (ii) All title documents by which the Promoter has acquired the right and entitlement to develop the Larger Land;
- (iii) All the documents mentioned in the Recitals hereinabove;
- (iv) Title Report datedissued by("Title Certificate"), certifying the right/entitlement of the Promoter and
- (v) The certified true copies of the Property Card for the Project Land/Larger Land.
- (vi) specifications, fixtures, fittings, facilities and amenities of the Unit, defined in Third Schedule hereunder
- (vii) the Common Areas and Facilities in the Larger Land as set out /defined in the Second Schedule hereunder.

Z. The Unit Holder/s has prior to the execution of this Agreement verified the documents pertaining to the Project uploaded on the website of the MAHA RERA including the sanctioned/approved plans and further at his/her/their/its own, cost, charge and expense carried out due diligence in respect of the title of the Promoter to the Project land and after satisfying himself / herself / themselves / itself

about the title of the Promoter thereto and having accepted the same, the Purchaser has entered into this Agreement with the Promoter and the Purchaser hereby agrees not to further investigate the title of the Promoter and/or raise any requisitions of any nature whatsoever and howsoever in respect of the title of the Promoter to the Property at any time in future. The Allottee undertake(s) that he/she/it/they has/have verified with his/ her/ its/ their financial advisor and confirm(s) that the Allottee has/have the financial capability to consummate the transaction.

AA. The Unit Holder/s is aware that the marketing collaterals provided by the Promoter to the Purchaser in respect of the 5th Avenue Sunteckcity layout and/or “5th Avenue Sunteckcity – Tower 2 Project Building” may contain materials / pictorial depictions in the nature of artists’ impressions and the same would differ on actual basis. The Purchaser undertakes not to raise any objections in respect of the same.

BB. The Promoter has procured certain approvals to the plans, specifications, elevations, sections from the concerned government authorities for development of the Project Building as has been disclosed under RERA on the government portal / website, presently being “<https://maharera.mahaonline.gov.in/>” or such other website, as the government may prescribe from time to time (hereinafter referred to as the “**Government Portal**”) and shall obtain the balance approvals from various authorities from time to time so as to carry out construction and obtain the part/full occupancy certificate in respect of the “**Project Building**”

CC. The Promoter shall commence/has commenced construction of the “**5th Avenue Sunteckcity-Tower 2**” in accordance with the sanctioned plans.

DD. The Promoter have informed the Purchaser that, the Promoter has the sole and exclusive right to sell the flats in the “**5th Avenue**

Sunteckcity - Tower 2" and to receive the sale consideration in respect thereof.

EE.Upon satisfaction with regard to the title of the Promoter in respect of the Larger Land including the said Project Land and after perusal of various permissions, sanctions, consents and approvals etc., the Unit Holder/s has/have agreed to purchase and the he Promoter has agreed to sell to the Allottee the said Premises (as defined hereinafter) upon the terms and conditions mentioned in this Agreement and at or for the lumpsum price/consideration as more particularly mentioned in the Third Schedule ("Sale Consideration") and payable in the manner as per the payment schedule mentioned in **Annexure E** hereto. Prior to the execution of these presents, the Allottee has paid to the Promoter part payment of the Sale Consideration of the said Premises as more particularly mentioned in the Annexure E (the payment and receipt whereof the Promoter does hereby admit and acknowledge).

FF.The copy of the approved floor plan of the said Premises ("the said Approved Floor Plan") is annexed and marked as **Annexure "F"** hereto with the said Unit shown thereon in red colour hatched lines.

GG. For the purpose of this Agreement as per the provisions of RERA, the definition of "carpet area" means the net usable floor area of a unit, 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. For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of the said unit, meant for the exclusive use of the Unit Holder; and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the Unit Holder and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an Unit, meant for the exclusive use of the Unit Holder. The expression "walls" would mean walls made of Reinforced Cement Concrete

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(RCC) or plain concrete or Shear wall(s) or walls made from bricks or blocks or precast materials or drywalls or walls made of any material or composition of one or more of any of the materials and shall include column(s) within or adjoining or attached to the wall. All walls which are constructed or provided on the external face of an apartment shall be regarded as "external wall" and all walls or independent columns constructed or provided within an apartment shall be regarded as "internal partition wall";

HH. The Unit Holder/s further agree/s and confirm/s, that the Promoter shall be entitled to raise finance/ loan from any financial institution/ bank by way of mortgage/ charge/ securitization of the receivables of the Unit in the said buildings, if any, accruing or likely to accrue therefrom, excluding the said Unit;

II. The Purchaser hereby agrees and confirms that the Promoter reserves the rights for vertical extension of all the buildings under construction on the said Project Land as stated above as per the plans/ permissions received by the Promoter for the construction thereof from time to time. It is specifically understood and agreed by the Unit holder that by such vertical extension, the OHT (overhead water tank) and terrace will automatically shift to such highest sanctioned floor level.

JJ. The Allottee hereby agrees and confirms that the Promoter reserves the right to register such vertical extension of all or any said Buildings/ other buildings, on the said Project Land as separate RERA project/s, if required. It is further clarified that the Unit holders of the such vertical extension or separate RERA project shall be having rights at par with the unit holders of this Project with regards to utilization of all and any common areas and amenities, facilities and for becoming members of proposed association of Unit holders to be formed by all the unit holders of the "**5th Avenue Sunteckcity Tower 2**", the promoter shall obtain consent of Allottees as required under relevant prevailing laws.

KK. The Unit Holder/s is aware that the present access to the said Project Land may be changed by the Promoter and the final permanent access to the said Project Land shall be determined and provided by the Promoter in due course of the development. The Unit Holder/s is further aware that the internal access to the said

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Larger Land , including the said Project Land, all the building/s constructed on the layout, common amenities etc shall be in common and the Unit Holder/s shall not raise issues in this regard in future.

LL.This Agreement has been entered into between the Promoter and the Unit Holder/s under the provisions of the Acts and the Unit Holder has perused and confirms the following prescribed Annexures as annexed hereto, which are respectively marked as shown below: -

- (i) Plan demarcating the said Larger Land in....colour boundary line with the Project Land shown shaded thereon incolour is annexed hereto and marked as Annexure A.
- (ii) Commencement Certificate/s issued by _____is annexed hereto and marked Annexure "B";
- (iii) Copy of the RERA Certificate annexed hereto and marked Annexure "C";
- (iv) Certificate of Title is annexed hereto and marked Annexure "D"
- (v) Schedule for the payment of the Purchase Price of the said Unit and other charges by the Unit Holder is annexed hereto and marked Annexure "E";
- (vi) Floor Plan for the said Unit is annexed hereto and marked Annexure "F";
- (vii)Property Register Card in respect of the Project Land/Larger Land is annexed hereto and marked **Annexure "G"**;

MM. The rights of the Unit Holder/s under this Agreement, unless otherwise specified, are restricted to the said Premises hereby agreed to be purchased by the Purchaser from the Promoter as stipulated herein.

NN. Under Section 13 of RERA, the Promoter are required to execute a written agreement for sale of the Flat in favour of the Purchaser, being in fact this Agreement and also to get the same registered under the Registration Act, 1908.

OO. Relying upon the same as stated hereinabove, the Promoter hereby agrees to sell the said Premises to the Unit Holder/s and the

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Unit Holder hereby agrees and undertakes to purchase the said Premises as more particularly described in the Third Schedule hereunder;

PP.The list of Annexures attached to this Agreement are stated hereinbelow:-

Annexure "A"	Plan of the said Larger Land shown demarcated thereon incolour boundary line and the said Project Building shown shaded thereon incolour thereon
Annexure "B"	Commencement Certificate
Annexure "C"	RERA Registration Certificate
Annexure "D"	Title Certificate
Annexure "E"	Payment Schedule
Annexure "F"	Approved Floor Plan
Annexure "G"	Property Card
Annexure H	Other Charges and Deposits

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The foregoing recitals shall be treated as forming an integral part of the operative portion of this Agreement for Sale and this Agreement for sale shall be read, understood and construed accordingly.
2. The Promoter has informed the Unit Holder/s and the Unit Holder/s is/are aware that the Promoter is constructing the Project Building as shown on the plan annexed hereto as Annexure A by using the FSI presently available to the Promoter and shall include all future and/or such other additional/incremental FSI, TDR or any other benefit on payment of premium or otherwise, that may become available to the Promoter on the said Project Land/Larger Land as is granted/permited by the concerned authorities from time to time as per prevailing rules and regulations under DCPR, 2034 and/or any amendment thereto otherwise and after obtaining consent of allottees as required under law, shall only be for the use and utilization of the Promoter. The construction shall be carried out in

accordance with the rules and regulations as may be applicable and in accordance with the layout, plans, designs and specifications sanctioned by concerned authorities and which has been inspected by the Unit Holder/s.

3. The Promoter shall obtain separate consent of the Unit Holder/s in respect of such variation, alteration or modification to the Master Layout plan and specifications of the said Larger Land if it is adversely affecting the said Unit, except any alteration or addition required by any Government authorities or due to any change in law or any change contemplated by any of the disclosure already made to the Unit Holder. The Promoter may in its/their sole discretion sub-divide the Larger Land /, and/or amalgamate the same, with any contiguous, adjoining or adjacent lands and properties as may be desired and may acquire further parcels of land adjacent to the Larger Land / the said Project Land from any person or persons/entity etc and include such plots of land in the layout plan of the Larger Land and include the same as a part of the proposed development by amending the layout from time to time and utilize the FSI/ development potential available from such additional parcels of land for the construction/development of the several buildings/structures etc. proposed on the said Project Land as a part of the present development program. Further, the Promoter shall have the right to effect all such modifications/amendments in respect of the sanctioned plans in order to utilize the complete permissible FSI potential Project Land/ Larger Land or such other changes or variations due to any condition that may be imposed by planning authorities, as it may be necessary without adversely affecting the said unit. To implement any or all of the above changes, the Unit Holder/s undertake(s) to execute supplementary agreement(s) or such other writings, if necessary, as may be required.
4. The Promoter shall construct/develop the said Project Land by constructing T2 /Project Building thereon known as "5th Avenue Sunteckcity- Tower 2" having residential use in accordance with the plans, designs, and specifications approved and/ or to be approved by the concerned local authorities from time to time and which have been seen and approved by the Unit Holder/s..
5. The Promoter has informed the Unit Holder/s and the Unit Holder/s is/are aware that in addition to units to be constructed in the said Building, the Promoter will be entitled, if required by law or in terms of this Agreement, to construct further structures ancillary to the Building such as pump rooms, meter rooms, underground tanks, sewerage treatment plant, watchman

room, temporary transit camp for tenants, labour camps, substation for power supply company, recreational facilities, utilities and/or any types of services required etc. on any portion of the said Project Land. In addition to the said ancillary structures, the service lines common to the said Building and other buildings/structures being constructed on the said Project Land shall pass through portion of the said Project Land upon which the Building is being constructed and other amenities and facilities which are common for the use of the said Building being constructed on the said Project Land. The Unit holder/s shall always co-operate with all the other Unit holders as regards use and enjoyment of the said facilities, utilities, amenities etc. at all times.

6. The Unit Holder/s hereby agrees to purchase and the Promoter hereby agrees to sell to the Unit Holder/s the said Unit/Flat (hereinafter referred to as the "**said Unit**") at or for the lump sum price/consideration (hereinafter referred to as "**Sale Consideration**") as more particularly described in the Third Schedule hereunder and shown delineated/hatched in red colour on the Approved Floor Plan annexed hereto and marked as **Annexure " F "** . In addition to the said Unit agreed to be sold to the Unit Holders/s, the Promoter has also agreed to allot to the Unit Holder/s, car parking space/s in the stilt level/ open/stack parking/ tandem parking / mechanical parking/puzzle parking, situated in said Project Land the cost of which is included in the Sale Consideration being garage/covered car parking space/s on the **basement/podium/stilt level** bearing No. _____ admeasuring _____ sq.ft. having _____ ft.lenth x _____ ft. breadth x _____ ft. vertical clearance ("**the said Car Park/s** ") as more particularly mentioned in the Third Schedule written hereunder. The Allottee hereby agrees and undertakes not to raise any dispute with regards to allotment of the said car parking space.

(The said Unit together with the right to use the Car Park/s is hereinafter collectively referred to as the "**said Premises**")

7. Prior to the execution of these presents the Unit Holder/s has / have paid to the Promoter part payment of the Sale Consideration of the said Unit agreed to be sold by the Promoter to the Unit Holder/s alongwith the allotment of the Car Park/s (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Unit Holder /s has / have agreed to pay to

the Promoter the balance of the Sale Consideration in the manner hereinafter appearing in Annexure " E " annexed hereto alongwith other charges as mentioned therein. The aforementioned amount/s is exclusive of payment of GST and/or any other taxes as are levied or which may be levied hereafter either by Central Government and/or State Government and/or any Public Authority (under the provisions of the Acts made hereunder) and the same shall be paid/deposited by the Allottee in RERA Designated Collection Bank Account, _____ Bank Branch having IFS Code situated at..... In addition to the above bank account, the Promoter has opened in the same Bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No..... and respectively.

8. The Unit Holder agrees as follows:

(i) The Unit Holder/s shall have no right of any nature in respect of any other car park space, than the car park space that would be allotted, to the Unit Holder/s, at the time of or after possession of the said Unit. The Allottee is/ are aware that the open car parking spaces (if any allotted) are part of the said buildings common amenity which shall be owned by the Promoter/ Society and the Allottee's right to use such open car parking spaces shall be subject to the rules and regulations, as and when framed in respect of the said Project Building.

(ii) The Unit Holder/s is/are aware that the parking provisions shall be accommodated in stilt/ open spaces/ stack parking/ tandem parking/ mechanical parking/puzzle parking situated in _____ level of the said Building or in the layout. The parking shall be operated and maintained by the Promoter till the handover of the Project Building to the Organization/ Society of the Project Building or the Apex Body of the Organizations/ Societies as the case maybe and the Promoter shall have exclusive rights over the unallotted parking spaces in such stack parking/ tandem parking / mechanical parking/puzzle parking systems, till the conveyance is executed in favour of the Organization/ Apex Body.

(iii) The Unit Holder/s is /are aware that the Promoter shall develop the open space (Recreational Grounds) for the common use of all the flat purchasers/ Unit holders of the buildings to be constructed on the said Project Land as well as for the buildings being constructed on the layout of the said Project Land / the Larger Land. The Unit Holder/s is/are further

aware that all the pathways/ walkways, parking area and RG area as shown in the layout plan shall be used for the enjoyment and benefit of all the flat purchaser/s /Unit holders of all the buildings to be constructed on the layout of the said Project Land / the Larger Land.

(iv) The Unit Holder/s is/are satisfied about the common amenities and facilities agreed to be provided by the Promoter as described in the Second Schedule.

9. The Promoter shall raise appropriate demand notices for payment upon the Unit Holder, specifying the amount out of each installment of the consideration to be paid into the account as mentioned in Clauseabove. The Unit Holder shall pay the same within 10 (ten) days of the date of such a demand notice. Further, the Promoter is not obliged to give any notice requiring such payment and the failure thereof, shall not be a plea, or an excuse for non-payment of any amount or amounts on their respective due dates. Delay in payment shall be considered as default and the Promoter shall levy interest thereon as may be applicable laws and take other steps as shall be necessary.
10. In case of any financing arrangement entered by the Unit Holder with any financial institution/Banks etc. with respect to purchase of the said unit, the Unit Holder undertakes and shall ensure that such financial institution/bank does disburse/pay all such consideration amounts due and payable to the Promoter through an account payee cheque/demand draft favoring the Promoter or as may be intimated by the Promoter.
11. The Unit Holder/s agree/s and confirm/s that the certificate of the Promoter shall be conclusive proof that the plinth or the casting of the respective slabs or other respective stages for payment of installments stated herein below are completed as mentioned in the letter of intimation from the Promoter to the Unit Holder/s, and the Unit Holder/s shall make payments of the respective installments within 10 (ten) days from date of receipt of letter of intimation from the Promoter, time being of the essence to such agreement. The Unit Holder/s is/are obliged to follow the intimation with respect to the completion of the plinth or the respective slabs or completion of respective stages or the certificate of the Promoter. The Unit Holder/s shall make the payment within a period of 10 (ten) days, and in case of failure to do so, the

Unit Holder /s agrees and undertakes to pay to the Promoter interest at the rate of prevalent SBI MCLR plus 2% (Two Percent) per annum on monthly basis or such other rate as may be prescribed under the applicable laws, on all the amounts outstanding under the terms of this Agreement. Provided that, payment of interest shall not save the termination of this agreement by the Promoter on account of any default/ breach committed by the Unit Holder /s in payment of any outstanding amount and/or on account of any default/breach committed by the Unit Holder /s of any of the terms and conditions herein contained. It is specifically agreed that the amount received by Promoter will be first appropriated towards default amount interest payable to the Promoter.

The Unit Holder/s shall, before taking actual possession of the said Premises but within 10 (ten) days of intimation being received from the Promoter, in addition to the Sale Consideration, pay to the Promoter, the other charges such as legal charges, charges payable to concerned authorities, development charges ,advance maintenance charges, share money, club house charges etc as more particularly mentioned in **Annexure H** hereto.

12. Any GST or other taxes whatsoever which are levied or become leviable under the provision of the applicable law in respect of the Sale Consideration, as mentioned in Third Schedule amounts/deposits mentioned in Annexure H or any other amounts/charges payable to the Promoter by the Unit Holder/s in terms of this Agreement, shall be borne and paid by the Unit Holder/s within 10 (ten) days of intimation from the Promoter including increase, if any and the Unit Holder/s shall indemnify and keep indemnified the Promoter from and against the same.
13. The deposits/amounts towards the respective heads as mentioned in Annexure H are as per the present estimate, and subject to modification by the Promoter at its sole discretion. Such deposits/amounts shall not carry any interest. The un-utilized amounts only in respect of the advance maintenance charges as mentioned in Annexure H will be transferred to the Association of Unit Holders to be promoted/ registered by the Promoter. The Unit Holder/s agree/s to pay any deficit /increase due to rise in costs etc., in respect of the amounts/deposits mentioned in Annexure H to the Promoter, within 10 (ten) days of demand made in respect thereof. Save and

except in respect of the advance maintenance charges , the Promoter shall not be liable to render any account of amounts so received from the Unit Holder/s and/or the Association of Unit Holders to be promoted/ registered.

14. The deposits/ charges stated herein in Annexure H hereto are as per the current estimated cost for construction of the said Unit and subject to change.

15. The Unit Holder/s shall be liable to bear and pay the proportionate share of outgoings and maintenance charges in respect of the said Unit and the said Project Land, over which the “Project Building” is being constructed, including but not limited to local taxes, property taxes, rates, duties, assessments, premiums, impositions, betterment charges or other levies imposed by concerned authorities, and also all outgoings with respect to water charges, insurance, common electricity bills, sinking fund, repair and maintenance of common staircase, lifts, sanitation, firefighting equipment, close circuit TV, salaries , bill collectors, watch and ward, security, sweepers and other personnel and all other expenses necessary and incidental to the management and maintenance of the said Project Land and also the common services, internal roads, lights and other conveniences and utilities including all increases, if any due to inflations or increase in costs and expenses, as will be available in common for the buildings to be constructed on the layout of the said Project Land, within 10 (ten) days of intimation from the Promoter that the said Premises are ready for possession, but prior to taking actual possession thereof. The Allottee agrees that in the event of any deficit / shortfall if any, in respect of the advance maintenance charges/ outgoings collected from him/her, towards the maintenance of the Project Building/common areas and amenities of the Larger Layout till the date of handover of the Project Building and and/or the common areas and amenities of the larger layout to the Society/Apex Body/Federation as the case maybe , he/she shall be bound and liable to make the payment in that regard (within 10 days of receipt of demand from the Promoter without any objection of whatsoever nature) . Further, upon reconciliation of accounts at the time of such handover of statement of accounts to the Organisation/ Society/Apex Body/Federation as the case maybe, in the event there is any further deficit /shortfall in respect of the maintenance charges/outgoings he/she shall be bound and liable to make

the payment in that regard within 10 days of receipt of demand from the Promoter, without any objection of whatsoever nature. The decision of the Promoter with regard to payment of any of the amounts mentioned herein, and the share and contribution payable by the Unit Holder/s, shall be final and binding on the Unit Holder/s who shall not, under any circumstances, raise any objection with regard to the same.

16. The Unit Holder/s further agree/s that till the proportionate share of outgoings required to be paid as stated hereinabove by the Unit Holder/s is determined, the Unit Holder/s shall continue to pay to the Promoter/ Association of Unit Holders provisional monthly contribution or any deficit therein as may be determined by the Promoter towards the said outgoings at the time of the possession of the Unit or soon thereafter, till the charge of maintenance of the "Project Building/common areas and amenities of the larger layout" is handed over to the Association of allottees /Apex Body/Federation as the case maybe, without any delay or demur. The amounts so paid by the Unit Holder/s to the Promoter shall not carry any interest and shall remain deposited with the Promoter till the formation of the Association of Unit Holders. The Unit Holder/s agree/s that if due to any notifications, ordinances, enactments, or amendments in the existing laws, any additional taxes, levies, GST etc, or any other amounts pertaining or relating to the sale of the said Unit is levied and/or payable, the same shall be paid by the Unit Holder/s on demand made by the Promoter within 10 (ten) days, and the Unit Holder/s shall indemnify and keep indemnified the Promoter from and against the same. The payment of all such taxes, levies or government charges shall be paid by the Unit Holder/s separately.

17. Without prejudice to other rights of the Promoter hereunder or in law otherwise, the Unit Holder/s agree/s to pay to the Promoter, interest at the rate of prevalent SBI MCLR plus 2% (Two Percent) per annum on monthly basis or such other rate as may be prescribed under the applicable laws on all the amounts which become due and payable by the Unit Holder/s to the Promoter under the terms of this Agreement, from the dates of the said amounts becoming due and payable by the Unit Holder/s to the Promoter till full realization thereof. However, without prejudice to any rights available to the Promoter both under law and these presents, such delay in payment shall not exceed beyond a period of 60 (sixty) days from the due dates thereof.

18. If the Unit Holder/s fail/s to pay any installment of the Consideration in the manner as stated in Annexure E and/or amounts/deposits mentioned in Annexure H or any other amounts/charges or any deficit in already collected charges, payable to the Promoter in terms of this Agreement (including his/her proportionate share of taxes levied by concerned local authority, outgoings etc) within a period of 60 (sixty) days from the date on which such amounts became due/payable and/or on the Unit Holder/s committing three defaults of payment of instalments, the Promoter, without prejudice to the right of Promoter to charge interest in terms of clause hereinabove, shall at its option and discretion , be entitled to terminate this Agreement.

19. Provided that, the Promoter shall give a notice of 15 (fifteen) days in writing to the Allottee ("Default Notice"), by Courier/E-mail/ Registered Post A.D. at the address provided by the Allottee, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of the Default Notice, including making full and final payment of any outstanding dues together with interest thereon computed at the Interest Rate, then at the end of the period specified in the Default Notice, the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee ("Promoter Termination Notice"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee. On the receipt issuance of the Promoter Termination Notice by the Allottee, this Agreement shall stand terminated and cancelled without any further act and/or reference and/or recourse to the Allottee/s and in the event of the Promoter so terminating this Agreement, the Promoter shall be entitled to forfeit 10% (Ten Percent) of the total Purchase Price (excluding any taxes or stamp duty, interest at the said Interest Rate on delayed and unpaid installments or other amounts) ("Forfeiture Amount") as and by way of agreed genuine pre-estimate of liquidated damages, from the amounts till then received by the Promoter from the Allottee/s; and thereupon the Promoter shall also be free and entitled in its own right to deal with the said Premises and car park and the Promoter's rights therein, in any manner as the Promoter in its sole discretion deems fit and proper, without any reference and/or payment whatsoever to the Allottee/s;

20. The Promoter Termination Notice issued by the Promoter to the Allottee/s regarding such termination shall effectively terminate this Agreement and thereupon the Allottee/s shall have no right, title, interest, share, claim or demand in to or upon the said Premises and/or any part thereof and/or otherwise against the Promoter in any manner whatsoever and howsoever arising. The Allottee/s hereby undertake/s with the Promoter that in such an event of termination, the Allottee/s shall forthwith handover the original registered set of this Agreement to the Promoter. The refund (if any applicable) pursuant to the termination as provided in Clauseshall be made by the Promoter to the Allottee/s (without any interest thereon) within 3 (three) months of the sale by the Promoter of the said Flat to a third party or completion of the construction of the entire Proposed Building, whichever is earlier. The amount of refund in such an event shall further be subject to deduction of any taxes paid and other amounts expended by the Promoter pursuant to this Agreement (including *inter alia* any brokerage charges paid by the Promoter in pursuance of the transaction recorded in this Agreement); and other amounts payable by the Allottee/s hereunder as may be payable up to the date of termination, as well as the costs incurred by the Promoter in finding a new willing acquirer/transferee who may acquire the said Flat (including but not limited to brokerage charges as may be incurred by the Promoter in that behalf). It is clarified that in the event if the Allottee/s has/have obtained a housing finance or loan from any bank or financial institution by offering the rights of the Allottee/s under this Agreement or the said Premises, then and in such an event, the refund pursuant to this Clause (a) and (b) shall be made by the Promoter directly to the lender from whom the Allottee/s may have obtained such housing finance or loan and balance amount, if any refundable, shall be paid by the Promoter to the Allottee/s.

21. The Allottee/s hereby agree/s and undertake/s that he/she/they are not entitled to and shall not have any right, title, interest, share, claim, demand of any nature whatsoever and howsoever arising against the Promoter/its transferee/s/ allottee/s/nominee/s and/or otherwise in to upon the said Premises in such an event **PROVIDED HOWEVER THAT** the Promoter shall not exercise the aforesaid right of termination unless and until the Default Notice demanding payment of the due installment/s is given to the Allottee/s and even thereafter, the Allottee/s fail to make payment of the

relevant installment **PROVIDED FURTHER THAT** strictly without prejudice to the aforesaid and right of the Promoter to issue the Promoter Termination Notice, the Promoter in its sole and absolute discretion may, permit the Allottee/s to pay the said installments after their respective due dates but after charging interest thereon at the Agreed Interest Rate on such outstanding amounts (from the date such amount/s has/have become due to be paid by the Allottee/s till the date of actual payment thereof).

22. In the event of any delayed payment being received by the Promoter from the Allottee/s, the Promoter shall notwithstanding any instructions to the contrary by the Allottee/s accompanying such payment, be entitled to appropriate the amount received first towards the interest receivable from the Allottee/s in respect of the delayed payment and thereafter towards the principal amount of the delayed payment.
23. Notwithstanding anything contained hereinabove, upon termination of this Agreement in the circumstances mentioned in Clause..... above, the Promoter shall be entitled to seek execution and registration of a Deed of Cancellation to record the cancellation of this Agreement. The Unit Holder/s agree/s that he/she/they have accordingly executed a Specific Power of Attorney along with this Agreement specifically authorising the Constituted Attorney to execute the Deed of Cancellation in event of the Unit Holder/s inability to come forward for execution of the Deed of Cancellation subsequent to the termination of this Agreement on account of default by the Unit Holder/s. The said Specific Power of attorney shall automatically lapse simultaneously upon receipt of the complete payment of the Consideration and all other charges payable at the time of taking possession of the said Unit.
24. The Unit Holder/s further agree/s that in event of the failure on part of the Unit Holder/s to come forward to execute the Deed of Cancellation as intimated by the Promoter to the Unit Holder/s at the communication addressed and/or by electronic mode at the email address provided by the Unit Holder/s, the Promoter shall be entitled to execute the Deed of Cancellation in respect of the said Unit by calling upon the Constituted Attorney to execute and register the Deed of Cancellation in respect of the said Unit on behalf of the Unit Holder/s and the Unit Holder/s agree/s that he/she/they will not raise any objection thereto. The Unit Holder/s

validates all action that may be taken by the Constituted Attorney in terms of the Specific Power of Attorney issued by the Unit Holder/s.

25. The Unit Holder/s hereby understand/s and agree/s that, save and except for the intimation/s from the Promoter as provided under this Agreement, it shall not be obligatory on the part of the Promoter to send reminders regarding the payments to be made by the Unit Holder/s as per the payment schedule mentioned in Annexure E herein below, and the Unit Holder/s shall make all payment/s to the Promoter on or before the due dates, time being the essence of this Agreement.

26. If the FSI, by whatever name or form is increased (a) in respect of the said Project Land and/or additional construction is possible on the said Project Land (b) on account of TDR (or in any other manner is made available for being utilised or otherwise and/or if the sanctioning authorities permit the construction of additional floors/wing as and by way of change in norms/rules and regulations of grant of FSI by the planning authority, then in such event, the Promoter shall obtain consent of the allottees, as per prevailing laws, to construct such additional floors, wing/s as per the revised building/s plans and deal with the same in the manner the Promoter deems fit and proper.

27. The Unit Holder/s hereby further agrees and covenants with the Promoter to sign and execute all papers and documents in favour of the Promoter or otherwise as may be necessary for the purpose of enabling the Promoter to construct the said Building/s in accordance with the said plans with such additions and alterations as Promoter may in their sole discretion deem fit and proper and/ or for the purpose of applying for or obtaining the approval or sanction of the appropriate authorities in that behalf as well as for the construction of such wings/building in the said Project Land upon or after the grant of such approval or sanction relating thereto provided the size and location of the said Unit agreed to be purchased by the Unit Holder/s is/are not in any manner adversely affected. Further, the Unit Holder is aware that the Promoter shall be and is developing the said Project Land / the said Larger Land and shall construct such structures and buildings as they deem fit as per the approvals from the concerned and competent authorities. Promoter shall obtain consent of the allottees as required under

law in case of any such material changes which affects the right of the allottee with respect to his unit.

28. The Unit Holder/s also confirm/s and agree/s that the Promoter shall be entitled to obtain/take Part Occupation Certificate in respect of the said Building including the said Unit. On receipt of the Part Occupation Certificate in respect of the said Building with respect to the said Unit, the Promoter shall offer possession of the said Unit to the Unit Holder/s. The Unit Holder/s shall take possession of the said Unit from the Promoter within 15 (fifteen) days from the date of receipt of a written intimation from the Promoter offering possession of the said Unit to the Unit Holder/s, after clearing all pending dues/charges etc (including interest if any). If the Allottee fails to make payment of the entire due and outstanding amount as stated above and take possession of the said Premises within the aforesaid period, then the Unit holder/s shall in addition to the above, pay to the Promoter holding charges at the rate of **Rs. _____/- (Rupees _____ Only)** per week per square feet of the Total Area of the said Unit ("Holding Charges") and applicable maintenance charges towards upkeep and maintenance of the common areas and facilities and common facilities (if any) for the period of such delay. During the period of such delay the said Unit shall remain locked and shall continue to be in possession of the Promoter but at the sole risk, responsibility and cost of the Unit holder/s in relation to its deterioration in physical condition.

29. The Unit Holder/s further confirm/s and agree/s that in case of receipt of Part Occupation Certificate for the building and handing over of possession of the said Unit, the Promoter shall be entitled to carry out the remaining construction of the upper floors of the Building, if the same is not completed till then, then in such event the Unit Holder/s shall not object to or obstruct the construction work. The Promoter agrees and confirms that the Promoter shall take appropriate safety precaution to minimize the nuisance and inconvenience which may be caused to the Unit Holder/s due to the ongoing work, if any. The Unit Holder/s further agree/s that it shall not seek any costs or damages from the Promoter in respect of the further construction of the upper floors.

30. The Promoter has informed the Unit Holder/s and the Unit Holder/s is/are aware that amenities and facilities such as swimming pool, club house and

other common amenities will be commonly provided /constructed on the said Project Land/Larger Land for the use of the allottees of the Project Land in common alongwith the allottees of the other buildings to be constructed on the Larger Land or portion thereof . The Unit Holder/s further covenant that they shall not cause any nuisance, hindrance or raise objections to the use of these amenities and facilities by the residents of the other building/tower in the future development constructed on the layout of the said Project Land.

31. The Promoter has notified and the Allottee is aware that all the Common Areas and Amenities to be provided may not be completed at the time of handing over of possession of the said Unit and /or the completion of the Project and that the same will be completed on or before completion of the all the buildings in the Larger Land. The Allottee agrees and confirms not to raise any dispute in respect thereof at the time of receiving the possession of his/her unit or anytime thereafter till completion of the entire development on the Larger Land, in any manner whatsoever.

32. The Unit Holder/s is/are fully aware and has/have satisfied himself/ herself/ themselves/itself and has/have understood and agreed that the total Consideration in respect of the said unit agreed to be purchased by the Unit Holder/s does not include any element of recovery of payments towards land, construction, running and operation of common areas, amenities & facilities or any other conveniences as well as recovery of payment towards maintenance charges of any kind by the Promoter in any manner whatsoever.

(i) The Promoter will endeavour to offer possession of the said Premises to the Allottee by _____. It is however clarified that the aforesaid date shall be only the endeavour possession date and for all claims of interest/delayed possession and legal purposes, the actual possession date shall be the project completion date declared by the Promoter in the RERA Registration Certificate i.e._____ or as may be extended by RERA (“**Possession Date**”). Provided however, that the Promoter shall be entitled to such extension of time beyond the Possession Date for giving delivery of the Premises that is equivalent to the entire period of the delay caused due to any /all the event/s, beyond the control of the Promoter (“**Extended Date**”), as listed hereinafter:

(a) War, civil commotion or act of God;

(b) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;

33. The Promoter shall hand over possession of the said Premises to the Unit Holder/s as stated above PROVIDED that –

- (a) Unit Holder/s has/have not committed any default in making payments to the Promoter of the respective installments of the Sale Consideration on their due dates;
- (b) Unit Holder/s is/are willing and ready to make full payment of all amounts/deposits payable to the Promoter in terms of this Agreement and/or any other amounts /charges payable to the Promoter under this Agreement; and
- (c) Prior to such date, the Unit Holder/s is/are not in breach of any other terms and conditions of this Agreement.

34. If the Promoter, for any reason other than those stated hereinabove, is unable to give possession of the said Premises on the project completion date as declared under RERA (subject to any force majeure events or as may be granted by RERA), then the Allottee shall be entitled to exercise either of the following options:

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- a) call upon the Promoter by giving a written notice by Registered Post A.D. at the address provided by the Promoter (“**Interest Notice**”), to pay interest at the rate of interest specified in Rule 18 of the Real Estate (Regulation and Development) (Registration of the Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 (hereinafter referred to as “**RERA Rules**”) for every month of delay from the expiry of the extended period for delivery of possession till actual offer of possession (“**the Interest Rate**”), on the amount of Sale Consideration paid by the Allottee. The interest shall be paid by the Promoter to the Allottee at the time of the Promoter offering to hand over of the possession of the said Premises to the Allottee;

OR

b) the Allottee shall be entitled to terminate this Agreement by giving a written notice to the Promoter by Registered Post A.D. at the address provided by the Promoter ("Allottee Termination Notice"). On the receipt of the Allottee Termination Notice by the Promoter, this Agreement shall stand automatically and ipso facto terminated and cancelled. Within a period of 30 days from the date of receipt of the Allottee Termination Notice by the Promoter, the Allottee shall execute and register the formal Deed of Cancellation as may be specified by the Promoter and upon registering the same, the Promoter shall refund to the Allottee by a post dated cheque within 30 (thirty) days from the date of registration of the Deed of Cancellation, the amounts already received by the Promoter under this Agreement with interest thereon at the Interest Rate, to be computed from the date the Promoter received such amount/part thereof till the date such amounts with interest are repaid to the Allottee. On receipt by the Promoter of the Allottee Termination Notice, the Allottee shall have no claim of any nature whatsoever in respect of the said Premises and/or car park and the Promoter shall be entitled to deal with and/or dispose of the said Premises and/or the car park in the manner it deems fit and proper.

35. In case the Allottee elects its remedy under sub-clauseabove then in such a case the Allottee shall subsequently not be entitled to the remedy under sub-clause above and shall be deemed to be continuing in the Project with the date of possession as may be revised by the Promoter, without claiming any further compensation or damages in that regard from the Promoter. .

36. The Unit Holder/s shall, on expiry of the ____ (____) days, or upon receiving possession of the said Premises (whichever is earlier) ("the Date of Possession"), be deemed to have accepted the said Premises, in consonance with this Agreement, and shall thereafter, not have or make any claim/s, against the Promoter, with respect to any item of work alleged not to have been carried out or completed. The Unit Holder/s expressly understand/s that from such date, the risk and ownership to the said Premises shall pass and be deemed to have passed to the Unit Holder/s. The Unit Holder/s shall be liable to pay maintenance, outgoings and other charges, taxes etc from the date of Date of Possession irrespective as to whether Unit Holder/s takes possession of the said Unit or not. In case of non-payment, the Promoter shall be entitled to exercise various rights, available under this Agreement. The Unit Holder/s alone shall in such event be responsible/ liable in respect of any loss or damage that may be caused to the said Unit from the expiry of ____ (____) days from the final demand-cum possession notice.

37. The Unit Holder/s agree/s and confirm/s that till the date of handover of physical vacant and peaceful possession of the said Unit to the Unit Holder/s post receipt of complete payment of the full Consideration of the said Unit including any Other charges related thereto towards the Society Formation, Legal Charges, Advance Maintenance Charges, Corpus etc. as mentioned in this Agreement, the Promoter shall have the unconditional right to utilise the said Unit for any purpose whatsoever including but not limited to the use of the said Unit as a sample flat or show flat for its prospective customers, administration office for its staff or vendors, or any type of use that the Promoter may deem fit. The Unit Holder/s agree/s not to object to the same or demand any compensation or reimbursement, costs, damages etc. for use of the said Unit from the Promoter.

38. Subject to the other terms of this Agreement, the Unit Holder/s specifically agrees and confirms that the ownership of the said Unit will be transferred to the Unit Holder/s only upon receipt of the full and final consideration alongwith all charges and deposits alongwith any interest payable as mentioned above and the handover of physical vacant and peaceful possession of the said Unit after receipt of part/full Occupation Certificate in respect of the said Unit in the Project Building from the concerned civic authorities. The Unit Holder/s has/have no ownership right whatsoever on the said Unit prior to the payment of full and final Sale Consideration and all other charges or interest if any payable by the Unit Holder under this Agreement.

39. The construction and development of the said Unit and the said Building shall be commenced and completed in accordance with the sanctioned plans and specifications mentioned in this Agreement as modified from time to time. If within a period of 5 (five) years from the date of handing over the Apartment to the Unit Holder/s, the Unit Holder/s brings to the notice of the Promoter any structural defect in the Unit or the building in which the Units are situated then, wherever possible such defects shall be rectified by the Promoter at his own cost.

40. If after the date on which the Unit Holder/s has/have taken possession of the said Unit, any damage due to wear and tear of whatsoever nature is caused to the said Premises (save and except the defects as mentioned in Clause herein above), the Promoter shall not be responsible for

the cost of re-instating and/or repairing such damage caused by the Unit Holder/s and the Unit Holder/s alone shall be liable to rectify and reinstate the same at his/her/its/their own costs.

41. The Unit Holder/s are informed and has/have understood and confirmed that in view of the amendments/variations that may be effected by the Promoter to the construction/development of the Project Building, the area of the said Unit may vary at the time of actual delivery of possession in the manner provided under this Agreement. The Promoter shall confirm the final carpet area that has been allotted to the Unit Holder/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 03 (Three)% (percent). The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area beyond the defined variation limit of 3 % then Promoter shall refund the excess money paid by Unit Holder/s for the area variation beyond such limit within forty-five days with annual interest at the rate specified in the Rules, from the date when such excess amount was paid by the Unit Holder/s till the actual refund. If there is any increase in the carpet area allotted to the Unit Holder/s, over and above the defined limit of 3% (three per cent), then the Promoter shall demand additional amount for the area above and beyond the 3% from the Allottee towards Sale Consideration, which shall be payable by the Allottee prior to taking possession of the Premises. All these monetary adjustments shall be made at the same rate per square meter as agreed in payment schedule of this Agreement. The Allottee will not have any right to claim possession of the said Premises till the Allottee makes payment of all dues towards the consideration of the said Premises as well as other charges and amounts as demanded by the Promoter.

42. Without prejudice to the other rights of the Promoter hereunder, the Promoter shall in respect of any amounts remaining unpaid by the Unit Holder/s, under the terms and conditions of this Agreement, have a first charge/lien to the said Premises, and the Unit Holder/s shall not transfer the same his/her/their/its right, title, interest to the said Premises or benefits under this Agreement to any third party, in any manner, whatsoever, until full payment of all amounts payable by the Unit Holder/s under this Agreement, is made to the Promoter. In any case, for any transfer of rights the NOC of the Promoter shall be required and shall be subject to

charges as shall be conveyed by the Promoter. Notwithstanding anything to the contrary contained herein and/or under any other agreement executed by the Purchaser to avail any housing loan, it is clearly agreed and understood by the Purchaser that until and unless the entire/full and final Sale Consideration along with taxes and all other charges , interest for delayed payment (if any) is paid by the Allottee towards the said Premises , no legal and/or valid title of whatsoever nature shall pass on either to the said Allottee and/or to any Bank that grants any loan/financial assistance to the Allottee and such Bank/financial institution shall be bound by the aforesaid term and condition.

43. The Promoter shall be entitled to put signage / boards to reflect the name of "Sunteck" and/or "Sunteck _____" and/or "_____ by Sunteck" (and/or any brand name the Promoter is permitted to use or as desired by the Promoter, without payment of any charges to Association of allottees), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards on the said Project and on the facade, terrace, compound wall or other part of the said Project or other part of the buildings/towers/wings as may be developed from time to time, at all times on the Larger Land/portion thereof . The Promoter shall also be entitled to place, select, decide hoarding/board sites and be entitled to a full and free unconditional right of way and means and access to such place or places for the purpose of repair, maintenance, painting or changing the logo/ signs at its own costs. The Allottee confirms that they shall not object to the same. The association of allottees shall give necessary permissions/approvals to upkeep/repair/replace the said signage/boards as and when required.

44. The Unit Holder/s acknowledge that until assignment/transfer of the said Larger Land Land or portion thereof in favour of the Association of Unit Holders/Apex Body as mentioned herein below, the Promoter, shall be entitled, to develop and/or construct additional storey/ies, along with one or more terraces, and/or garden, pent houses with or without open spaces attached thereto, and shall be entitled to sell the exclusive use of same and/or dispose of the same at the discretion of the PromoterThe purchasers of such attached terrace/s, garden, pent houses shall be exclusively entitled to the use of the terrace/s or open spaces allotted to them.

45. As soon as the possession of the said Premises is offered to the Unit Holder/s, the Unit Holder/s shall pay to the Promoter all balance installments of the Sale Consideration (if any are pending) and all other amounts/deposits payable under this Agreement within 10 (ten) days of receipt of such written notice served, however in any event prior to taking actual possession of the said Unit.

46. The Unit Holder/s shall use the said Premises, and every part thereof, and/or permit the same to be used for the purpose of Residential (residential) only, and shall use / permit the use of the car parking spaces, if any, allotted to the Unit Holder/s, only for the purpose of parking car/s of the Unit Holder/s, and not for any other purpose whatsoever.

47. The Unit holder hereby agrees and confirms that he/she/they/it shall not claim any rebate or reduction in the Sale Consideration, or any other benefit/s from the Promoter, as a result of any amendments, alterations, modifications and/or variations in respect of the development of the project land including utilization of additional FSI due to any further change in applicable development regulations in respect of the said Project Land; save and except compliance with requirement of Unit holders consent as per provision of RERA Act and rules thereunder if such development is adversely affecting the area of the said premises.

48. The Unit Holder/s agree/s and undertake/s that the terrace of the top floor on the said Building, including the parapet wall shall always be the property of the Promoter, and the Promoter shall be entitled to use the parapet wall for any purpose including display of advertisements/sign boards etc. and the Unit Holder/s, shall not be entitled to raise any objection/s or ask for any abatement in the price of the said Premises on the ground of inconvenience or any other ground whatsoever. Attached terraces to the respective residential premises, if any, shall exclusively belong to the purchasers thereof and the Unit Holder/s shall not object to the same at any time in future. The Unit Holder/s hereby agree/s that he/she/they/it, shall have no claim in respect of the Project Building_ or any part thereof, and/or the said Project Land /Larger Land or any part thereof, save and except the said Premises.

49. The Promoter shall take steps for the formation of one or more Societies under the Maharashtra Co-operative Societies Act, 1960/ condominiums under the MAO Act in respect of the Building/s (the

"Association of Unit Holder/s") as provided u/s 11(4)(e) of the RERA Act or per provisions of applicable law in respect to the project/s on the said Project Land. The Association of Unit Holder/s shall be known by such name as the Promoter may in its sole discretion decide for this purpose. It is agreed and understood by the Unit Holder/s that the Promoter may opt, at its own discretion, to form separate association/s for each of the buildings or part thereof (including separate organizations for the retail, commercial and residential portions). The Unit Holder/s for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Unit Holder/s so as to enable the Promoter to register the common organization of Unit Holders. No objection shall be taken by the Unit Holders if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

50. The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, subject to the receipt of the entire sale consideration and all other amounts due and payable by all the Unit Holders of all the units/premises in the said Project Building, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Premises is situated comprising the habitable floors and common areas and amenities situated on these habitable floors together with the FSI/development potential consumed in construction thereof provided however that the basements, podium and stilts may/shall be retained by the Promoter and shall not be conveyed to the Society ("Building Conveyance"), subject to the Promoter's right (i) to sell, transfer dispose of unsold flats/premises, if any alongwith any unallotted/unassigned car parking spaces ; and (ii) to consume the entire balance FSI, balance TDR and any additional further increase in FSI and TDR, additional FSI arising due to change in law or policies of any Authority out of the said Project Land/Larger Land ; and (iii) to use all internal roads and all the facilities, amenities and services for such future and /or ongoing

development or otherwise. The Promoter shall execute and register similar conveyances in favour of the other Societies with respect to their respective wings/buildings. The Unit holder for himself and as prospective member of the Society acknowledges that the FSI and development potential of the Project arises from the said Land/Larger Land or such part thereof and the Unit holder shall neither raise any claim or demand in respect thereof nor seek sub-division of the said Larger Land in any manner whatsoever. It is clarified that the Larger Project Common Areas and Amenities including Project Common Areas & Amenities will be conveyed/ handed over to the Apex Society/Federation.

51 The Promoter shall execute deed of assignment , within three months of the date of issue of Completion/Occupancy Certificate in respect of the last building of the said Larger Land, in favor of Federation/Apex body in a manner/procedure to be followed with the MMRDA (as per the Clause 3(p) of the lease deed executed on 11/12/2025) and/or convey/lease to the Federation/Apex body all the right, title and the interest of the Original Owner/Promoter in the Larger Land along with all the common areas and amenities constructed in the layout.

52. Within 15(fifteen) days after notice in writing is given by the Promoter to the Unit Holder/s that the Premises is ready for use and occupancy, the Unit Holder/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the said Project Land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Project Land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Unit Holder/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The Unit Holder/s further agrees that till the Unit Holder/s share is so determined the Unit Holder/s shall pay to the Promoter provisional monthly contribution month towards the outgoings as may be determined by the Promoter. The amounts so paid by the Unit Holder/s to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease

being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

53. . It is agreed and understood by the Parties that the Promoter may, in its sole discretion form and register an apex organization ("Apex Body") comprising of the various body/ Associations / Condominium formed in respect of the buildings to be constructed on the layout of the said Project Land including the Association of Unit Holder/s of the said Building/said Project Land referred to hereinabove after the occupancy certificate has been received for all buildings which form part of the said Project Land and/or other buildings to be developed on the Project Land, Within 3 months from the receipt of the occupation certificate for the last building constructed on the layout of the said Project Land / the Larger Land the Promoter shall endeavor to draft a Deed of Conveyance/assignment or such other transfer document in favour of such Associations or Apex Body as the case may be in respect of all of the Promoter's right, title and interest in the layout of the said Project Land, subject to and excluding the Building Conveyance and also subject to the right of the Promoter (i) to dispose of unsold flats/premises, if any, and receive of the entire consideration amount and outstanding dues from the purchasers; and (ii) to consume the entire balance FSI, balance TDR and any additional future increase in FSI and TDR, additional FSI due to change in law or policies of any Authority on the said Project Land; and (iii) to use all internal roads and all the facilities, amenities and services for any future and/or ongoing development or otherwise alongwith rights to manage and administer the common areas, amenities, facilities and infrastructures and the said Project Land.

54. At the sole discretion of the Promoter, part or whole of the land of the said Project Land and additional amenities and infrastructure including internal roads, in respect of the said Project Land and such parts of the said Building which are excluded from the Building Conveyance may be conveyed to the Apex Body.

55. The Unit Holder/s hereby agree and undertake that the Unit Holder/s along with other purchasers in the Association/Apex Body shall be liable to pay all out of pocket expenses including stamp duty, registration charges, legal fees and all other applicable levies and taxes, administrative

expenses on the Building Conveyance and Land Conveyance or any kind of document whereby ownership rights of the said Building/said Project Land are transferred to the Association/ Apex Body.

56. Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in law of the said Project Land or the said Building or any part thereof save and except the said Premises agreed to be sold to the Unit Holder/s.

57. The Unit Holder/s and the purchaser/s of the other flat/ premises shall join in the formation and registration of the said Association and for this purpose also from time to time sign and execute the application for registration and/or membership and all the necessary applications, documents and other papers and writings for the purpose of formation and registration of the Association including the bye-laws of the Association of Unit Holders and duly fill in, sign and return to the Promoter within 7 (seven) days of the same being forwarded by the Promoter to the Unit Holder/s so as to enable the Unit Holder to register the said Association under RERA and the rules framed thereunder. If the Unit Holder fails to comply with all requirements for formation of the said Association within the prescribed time limit, then the Promoter shall not be held responsible or liable in manner for such delay in registration of said Association. No objection shall be taken by the Unit Holder/s if any changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies, or any other Competent Authority.

58. The Unit Holder/s or their nominee/s or assignee/s or the said Association hereby specifically and unconditionally agrees and undertakes that all the TDR/ FSI and any other benefits/ advantages present or future arising out of the aforesaid amenities plot/area/ facilities shall solely and exclusively belong to the Promoter and Unit Holder/s or their nominees or assignee hereby waive all such claim etc.

59. The Promoter hereby declares that the FSI (including TDR/FSI and Ancillary FSI) available for the Project Building, as per the present applicable regulations, is about _____ sq. mtrs. or thereabouts only (upto 44 upper habitable floors). The residual F.A.R (FSI) and/ or TDR/ FSI and/or compensatory Fungible FSI and/ or any other FSI by whatever nomenclature called in respect of the said Project Land not consumed will be available to the Promoter till the full and complete development of the said

Project Land/Larger Land. The Promoter shall be entitled to purchase/acquire TDR and load the same on the said Larger Land or any part thereof so as to consume the maximum potential. It is further agreed and recorded by and between the parties hereto that the Promoter shall be entitled to undertake the construction work on the said Project Land as is convenient to the Promoter and as may be permissible under Development Control Regulations and/or any amendment/s thereto and/or re-enactment thereof from time to time. The residual F.A.R. (FSI) and/ or TDR / FSI (by whatever nomenclature called) of the said Project Land not consumed will be available to the Promoter till the full and complete development of the said Project Land/Larger Land which may be acquired by the Promoter hereafter at any time and/or generate TDR/FSI Certificate and either utilize the same for its own purposes or any other property/project of the Promoter and/or its nominees including but not limited to the adjoining projects and/or sell and dispose off such TDR/FSI Certificate and adjust all benefits and/or sale proceeds etc. emitting therefrom for their own benefit without any reference to the Unit Holder/s and/or being responsible to make over the profits and/or sale proceeds thereof to the Unit Holder/s herein. It is agreed by and between the parties hereto that in the event of Promoter acquiring and/or developing any other adjacent property/properties to the said Project Land/Larger Land, the Promoter shall be entitled to utilize FSI and/ or TDR / FSI (by whatever nomenclature called) of the said Project Land and/or utilize the FSI and/ or TDR / FSI (by whatever nomenclature called) with or without payment of the premium to MCGM and / or any other concerned authority of any adjacent property/properties on the said Project Land as the Promoter in its sole discretion may deem fit and proper. In addition to the above, the Promoter have further informed to the Unit Holder/s that as per the prevailing rules and regulations, the Promoter is additionally entitled to purchase and load TDR on the said Project Land for construction purposes and the Promoter shall carry out the construction activities on the said Project Land as per the discretion of the Promoter.

60. It is agreed and recorded by and between the parties hereto that at any time after the Promoter executes the assignment/transfer in respect of the said Building in favour of the Association of Unit Holders and the said Larger Land, in favour of the Federation/Apex Body of the Association of Unit holder, any additional FSI or TDR becomes available on the said Project Land and the Association of Unit Holders/ Federation/apex

body decides to exploit/utilize such FSI or TDR then the Association of Unit Holders may appoint the Promoter or any of the Promoter's nominees for the development/construction with respect to such FSI or TDR on the terms and conditions mutually agreed upon by them.

61. Notwithstanding anything contained under this agreement, in case of any conflict with the details provided in Brochures, Pamphlets, Literature and/ or Plans and in this Agreement, the provisions of this Agreement shall prevail. The Unit Holder/s confirms that the Unit Holder/s have purchased the said Unit solely on the basis of the terms and conditions and representations made in this Agreement and nothing contained in any brochures, pamphlets, literature or any other marketing or promotional material shall be binding on either Party and this Agreement supersedes all earlier documents, letters, brochures and/or oral/written representations whatsoever. No additions, deletions, amendments, alterations and/or modifications to/of any of the terms, conditions, stipulations or provisions of this Agreement, shall be valid, binding on or enforceable against either Party, unless the same are recorded in writing and signed by or on behalf of the Parties, as supplemental hereto.

62. The Unit Holder/s agree/s and consent/s, to the appointment by the Promoter of any agency, firm, corporate body, organization, association or any other person (hereinafter referred to as '**Facility Management Company**') to manage, upkeep and maintain the Project Building together with the underlying portion of the said Project Land, the other buildings in the layout/Larger Land, sewerage treatment plant, garbage, disposal system and such other facilities, that the Promoter may be required to install, operate and maintain common areas, common amenities & facilities, car parking areas and open spaces. The Facility Management Company shall collect such fee which shall be a minimum of 20% escalation thereto, on the actual expenses to be incurred towards such management and maintenance activities. The Facility Management Company shall also be entitled, to collect the outgoings, provisional charges, taxes, levies and other amounts in respect of the said Premises including the said Building, and the Unit Holder/s proportionate share of outgoings in respect of maintenance of the common areas and amenities as provided under this agreement. It is hereby clearly clarified, agreed and understood that the Facility Management Company, shall also be entitled to exercise their rights for collecting the charges and expenses mentioned herein, even after formation of the

Association of Unit Holders. The Unit Holder/s hereby grant their consent confirming such agreement / contract / arrangement that the Promoter has or may have to enter into with the Facility Management Company. It is further expressly understood, that the Promoter shall not in any manner be accountable, liable or responsible to any person including the Unit Holder/s and/or Association of Unit Holders for any act, deed, matter or thing committed or omitted to be done by the Facility Management Company and/or such other agency, firm, corporate body, organization, association or any other person/s in the due course of such maintenance, management and control of the said Building / other Buildings and/or common areas and amenities & facilities thereto.

63. The Unit Holder/s further agree/s and undertake/s to be bound on or before taking possession of the said Premises and from time to time thereafter to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Promoter/Facility Management Company, for the purposes of framing rules for management of the Project Building and use of the said Premises by the Unit Holder/s for ensuring safety and safeguarding the interest of the Promoter/ Facility Management Company and other purchasers of premises in the Project Building and the Unit Holder/s also agree/s and confirm/s not to raise any disputes/ claims against the Promoter / Facility Management Company and other purchasers of premises in this regard.

64. The Unit Holder/s agree/s and undertake/s, that without prior written consent from the Promoter, the Unit Holder/s shall not be entitled to sell, transfer, let, sub-let, or give on leave and license, and/or assign / convey and/or part with possession of the said Premises or any part/ portion thereof and/or deal with or dispose of his/her/their/its interest in the said Premises including his/her/their/its right, title and interest and/or benefit under the said Agreement or any part thereof to any person/s, company etc. and further subject to all his/her/their/its dues of whatsoever nature under this Agreement, owed to the Promoter, are fully paid and the Unit Holder/s not being guilty of any breach of or non-compliance of any of the terms and conditions of this Agreement. Notwithstanding anything to the contrary contained under the agreement, the Unit Holder/s further agree/s and undertake/s, that the Unit Holder/s shall not sell, assign or transfer their right, title, or interest, in the said Premises or any portion thereof or the benefits under this Agreement till the

conveyance/assignment of the said Project Land to the Society/Organization / Federation/Apex Body formed. However, the Promoter may at its own discretion have a right to permit such sale, transfer, and assignment on such terms as conditions as it may deem fit and subject to payment of transfer charges/premium and any other cost of transfer as may be applicable on rates that the Promoter may determine in this regard. All costs towards payment of stamp duty, registration charges and other incidental costs/charges payable for the execution of such an assignment/transfer agreement shall be borne by the Unit Holder/s and the intending transferee alone and a copy of the duly executed agreement shall be furnished to the Promoter within 10 (ten) days from the date of registration of the assignment/transfer agreement. The Unit Holder/s undertake to ensure that the assignee shall abide by the terms and conditions of this Agreement and that such assignee shall be subject to compliance of the terms and conditions of this Agreement.

65. The Deeds of Conveyance/Assignment/ Deeds of Apartment / Declaration (as the case may be) shall contain suitable provisions in respect of the use and maintenance of the common infrastructure / services / facilities / amenities etc., pertaining to the construction/development undertaken on the said Project Land as a whole and with respect to the construction/development undertaken are assigned and transferred to such Association/s. The Deed of Conveyance /Assignments/ Deeds of Apartments / Declarations and all other documents to be executed and also the bye-laws/Memorandum of Association/Articles of Association/Rules and Regulations in connection with the formation and/or registration of the said Association shall be formulated, drafted and approved by the Advocates appointed by the Promoter and the same will contain such covenants and conditions as the said Advocates shall think reasonable and necessary. Any stamp duty, registration charges or other miscellaneous charges incidental to execution of such Conveyances/ Assignments/ Deeds of Apartments/Declarations shall be borne solely by the purchasers of premises in the several buildings to be constructed on the said Project Land (including the Unit Holder/s) and/or other purchasers of the Units in other buildings to be constructed on the said Project Land. The Promoter or its transferees, successors or assigns shall be admitted as member/s of the Association of Unit Holders to the extent of all unsold and/or unallotted premises, areas and spaces in the said Building and/or the said Project. The

bye-laws, Articles of Association/Rules and Regulations of the Association of Unit Holders shall not contain any provision contrary to the provisions herein contained and the Unit Holder/s shall not in any manner raise objection to such admission. It is further expressly clarified, agreed and understood that the Unit Holder/s and/or the Association of Unit Holders shall not raise any objection or dispute and/or claim any compensation, if the area permitted to be conveyed or transferred by the authorities is at variance with or is less than the area of the portion of the said Project Land as stated in this Agreement, whether the same is consequent upon the setback line or area, DP reservations, amenity space etc., if any, and reserved portions of the said Project Land/Project Land being handed over and transferred to the government or local bodies or authorities, of any other reason whatsoever.

66. A Deed of Conveyance/Assignment to be executed in respect of the said Building/said Larger Land in favour of the such Society/Association/Federation/ Apex Body or Declaration to be submitted under the MAO Act/ MOFA and RERA other documents in favour of the Association of Unit Holders shall inter alia contain the following:

- a) Such provisions and covenants as may be necessary for giving effect to the restrictions mentioned herein as well as the restrictions which may be imposed by the Promoter for safeguarding its overall interest in the said Project Land and the said Building together with the underlying land with respect to the Buildings to be constructed on the said Project Land.
- b) Such provisions and covenants as may be necessary for giving effect to provisions mentioned herein regarding the Promoter' right over the development/construction with respect to any additional FSI and/or TDR that becomes available on the said Project Land/Larger Land together with the underlying land with respect to the Buildings to be constructed on thereon after conveyance/assignment by the Promoter in favour of the Association of Unit Holders.
- c) A covenant by the Unit Holder/s to indemnify and keep indemnified the Promoter against all actions, costs, proceedings, claims and demands in respect of the due observance and performance of the stipulations and restrictions contained herein and therein.
- d) The right of the Promoter to full and complete access of the said Project Land/Larger Land through the Project Land for the

construction of the additional structures as mentioned herein and to sell or otherwise transfer the unsold units alongwith the unallotted car parking spaces and appropriate the entire sale proceeds thereof and the obligation of the Association of Unit Holders to admit such purchaser of the said Unit comprised therein as its member without charging any additional amount.

- e) The Promoter shall be entitled to construct site offices/ sales lounge in the said Project Land and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the said Project Land or any portion thereof is conveyed/ assigned to the Society/Association of Unit Holders/Apex Body and shall continue until the entire said Project Land together with the underlying land with respect to the Buildings to be constructed on the said Project Land is developed;
- f) Even after conveyance/assignment of the said Project Land together with the underlying land with respect to the Buildings to be constructed on the said Project Land, the Promoter shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot to person
- g) o purchase any apartment or building or plot which is still not sold or allotted and shall be allowed to do so without any restriction or entry of the building and development of common areas;
- h) The Promoter shall be permitted access and entry to the tower/building/s and the common areas on the said Project Land so as to discharge the obligations of the Promoter under Section 14(3) of the RERA;

67. The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the said Project Building, if any. The Promoter or its assigns and successors shall not be obligated to pay any maintenance fee towards the unsold and/or un-allotted premises, areas and spaces in the said Building. It is further clarified that the Promoter shall not be liable to bear or pay any amount by way of contribution, outgoings, deposits, transfer fees, non-occupancy charges, donation, premium or otherwise to the Association of Unit Holders formed in the manner mentioned above in respect of any unsold/un-allotted units or car parking spaces in the said Building. The Promoter will be entitled to apply and

obtain reduction in and/or refund of municipal and other taxes, cesses, assessments and levies on account of vacancy of unsold/un-allotted premises, if the Promoter becomes liable to pay or has paid the same in respect of such unsold/un-allotted premises in the Project Building. If refund of any such taxes, cesses, assessments or other levies is made by the corporation or any other government, local or public body or authority to the Association of Unit Holders in respect of such unsold/un-allotted units and car parking spaces in the Project Building, then the Association of Unit Holders shall forthwith and without making any claim or demand or raising any objection or dispute whatsoever in respect thereof, pay over the same to the Promoter, whether the Promoter has demanded the same or not.

68. The Unit Holder/s hereby agree/s and confirm/s that, even after formation of the said Association as aforesaid or the Deeds of Transfer/Assignment/ Declaration/ Deeds of Apartments (as the case may be) are executed, the Promoter shall have the full right and authority to develop the said Project Land by use of the entire un-utilised FSI or additional FSI (present and future) and other additional FSI that may be sanctioned in respect of the said Project Land or otherwise as stated herein and which shall continue to be under the ownership and control of the Promoter who shall be entitled to utilize it for its benefit alone in the development of the said Project Land and to deal with and dispose of the same on account of and for the benefit of the Promoter alone without any rebate to the unit Holder/s or Association of Unit Holders. Further, in view of the composite development proposed in respect of the said Project Land, as described in this Agreement, the Unit Holder/s agree/s and confirm/s that even after formation of the Association of Unit Holders, the assignments/transfers in the manner contemplated under Clause above will be undertaken by the Promoter only after the entire additional FSI (present & future) and any other additional FSI that may be sanctioned has been fully utilized by the Promoter and the construction and development of all buildings on the said Project Land (including the said Building) together with all ancillary structures, amenities and facilities are completed to the satisfaction of the Promoter.

69. It is also CLEARLY UNDERSTOOD AND AGREED BY AND BETWEEN PARTIES that -

(i) The Promoter reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the said Project Land / Larger Land and any common Rights of Ways with the authority to grant such rights to the Unit Holder/s and/or users of premises in the “Project Building” being constructed on the said Project Land (present and future) at all times, during all hours of day and night by foot and also by vehicles of all description howsoever propelled and whether laden or unladen and the right of access to the said Project Land for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms, sewage treatment plant, underground water-tanks, substation of power supply company etc. situated on the said Project Land and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities necessary for full and proper use and enjoyment of the said Project Land and if necessary to connect the drains, pipes, cables etc. under, over or along the land appurtenant to each and every building to be constructed on the said Project Land (including the said Building) without in any way obstructing or causing nuisance to the ingress and egress of the Unit Holder/s /other occupants of premises in “Project Building” constructed on the said Project Land.

(ii) Necessary provisions for the above shall be made in the Deeds of Transfer/Conveyance/Assignment/Declaration /Deeds of Apartments to be executed as applicable . The Unit Holder/s hereby expressly consent/s to the same.

(iii) If the Unit Holder/s make/s any unauthorized change or alteration or causes any unauthorized repairs in or to the said Premises or the said Building, the Promoter shall be entitled to call upon the Unit Holder/s to rectify the same at his/her/its/their own cost and to restore the said Unit or the said Building to its original condition within 30 (thirty) days from the date of intimation by the Promoter in that behalf. If the Unit Holder/s do/es not rectify the breach within the such period of 30 (thirty) days, the Promoter shall be entitled to

terminate this Agreement forthwith in the event of which the consequences of termination as provided under Clause 18 would follow. In the alternative, the Promoter may in its sole discretion decide to carry out necessary rectification /restoration to the said Unit or the said Building and all costs/charges and expenses incurred by the Promoter for carrying out such rectification /restoration shall be reimbursed by the Unit Holder/s. If the Unit Holder/s fail/s to reimburse the Promoter any such costs, charges and expenses within 10 (ten) days of demand by the Promoter, the same would be deemed to be a charge on the said Premises and the Promoter will be entitled to recover from the Unit Holder/s all such costs, charges and expenses. Also, the Promoter would be entitled to terminate this Agreement on expiry of the 10 (ten) days' notice period and thereupon the consequences of termination as provided under Clause 18 would follow. The Unit Holder/s hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Promoter from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the Promoter or which the Promoter may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the said Premises or the Project Building or the said Project Land.

(iv) All unsold and/or un-allotted residential premises, areas and spaces in the said Building including without limitation rights to terraces, parking spaces, storage spaces, and service areas shall always belong to and remain the property of the Promoter. The Promoter shall be at liberty to sell, let, sub-let, assign or otherwise deal with or dispose of in any manner, whatsoever, all unsold and/or un-allotted premises, areas and spaces in the Project Building including without limitation, terraces, parking spaces, storage spaces and service areas as the Promoter may, in its absolute discretion deem fit.

(v) The Unit Holder/s shall at no time demand partition of his/her/their/its interest in the said Unit /said Building/said " _____Larger Land _____" or any part thereof, it being hereby expressly, agreed, understood and confirmed by the Unit

Holder/s that his/her/their/its interest in the said Unit/Building/ or any part thereof is impartible.

(vi) The Unit Holder/s shall at his/her/their/its own cost maintain the said Unit in the same condition, state and order in which it is delivered to him/her/them/it and shall abide by all the byelaws, rules and regulations imposed by the Promoter, said Association, or other concerned authorities, and shall be responsible for all actions and violations of any of the conditions and covenants contained in this Agreement.

(vii) Prior to the Promoter, offering possession of the said Premises to the Unit Holder/s, the Unit Holder/s shall bear and pay all charges / deposits, imposed by concerned authorities or any other statutory authorities.

(viii) The Promoter has informed the Unit Holder/s and the Unit Holder/s is/are aware and hereby expressly agree/s that the Promoter will be developing the said Project Land/Larger Land in a phase wise manner in its absolute discretion from time to time. The Purchaser shall not raise any objection or cause any hindrance in the said development/construction by the Promoter whether on grounds of noise pollution, inconvenience, annoyance or otherwise or on grounds that light and air and/or ventilation to the said Premises or Project Building or any part thereof is adversely affected or likely to be affected by such construction.

70. The Unit Holder/s acknowledge, agree and confirm that the Promoter is entitled to allot the car parking space/s in the Building for an additional cost/charge and the Unit Holder/s do not have any objection to the same.

71. The Unit Holder/s is/are aware that as a part of the common areas and amenities, the Promoter will be providing parking spaces in the stilt/ stack level mechanical parking/puzzle/open parking of the Building or in the layout for use by the purchasers/occupiers of the other premises. At the request of the Unit Holder/s, the Promoter shall allocate exclusively to some of the unit Holders the Parking Spaces at additional cost/charge for the exclusive use of some of the Unit Holder/s. The Unit Holder/s is/are aware that the Promoter has in the like manner allocated and shall be allocating other parking spaces to few other purchasers/occupiers of premises in the Project Building and undertakes not to

raise any objection in that regard and the rights of the Unit Holder/s to raise any such objection shall be deemed to have been waived. The Unit Holder/s hereby confirms warrants and undertakes to use the Parking spaces for the purpose of the parking vehicles only and not otherwise. The Association of Unit Holder/s and /or the Apex Body formed shall also confirm and ratify the allotment of parking spaces (including the Car Park/s) in the manner allotted/sold by the Promoter as per the list of car parkings allotted by Promoter to the various purchasers/occupiers (including the Unit Holder/s herein) of premises and shall not and/or shall cause the Association of Unit Holder/s Apex body not to alter or change the allocation of car parking spaces in the manner allocated by the Promoter to the various purchasers of the premises in the Building. The allocation is for smooth functions and to avoid disputes between the purchasers.

72. The exact location and demarcation of the Parking spaces on the stilt/ stack shall be at the sole discretion of the Promoter and the same shall be intimated to the Unit Holder/s at the time of handing over of possession of the said Unit. The unit Holder/s agree/s that he/she/its/they shall not raise any dispute or objection as to the location and/or demarcation by the Promoter of the allotted Parking spaces.

73. The Promoter confirms that open car parking space/s provided by the promoter on the said Project Land would be for use and benefit of the Unit Holder/s of “_____” **“Project Building”**, together with the Unit Holder/s of the Buildings to be constructed on the said Project Land.

74. The Unit Holder/s shall have no right of any nature in respect of the car park space/s other than the car park space that would be allotted to the Unit Holder/s, if any, at the time of/after possession. In order to regulate the car parking space the Promoter at the time of offering the possession of the said Unit may identify the parking space meant for the said Unit and the Unit Holder/s shall park his/her/their car therein and will not be entitled to park his/her/their car anywhere else. This condition is the essence of this Agreement/contract.

75. The Unit Holder/s is/are aware that the other car parking spaces belong to the Promoter only and the same cannot be used by the Unit Holder/s/Ad-Hoc Committee/Proposed Societies/ Managing Committee unless acquired from the Promoter under a separate allotment letter and or an Agreement executed by the Promoter. The security of the Promoter shall have every right to remove any such car/ vehicles parked by purchasers, Ad-Hoc Committee/ Society Managing Committee from site, who have parked, without obtaining such allotment letter/ Agreement. Without prejudice to the aforesaid, it will be the personal, joint and

several responsibility of members of the Ad-hoc Committee and/ or of the Committee of an Association, to ensure that, members and/ or the Purchaser/s do not park their cars, on any allotted car parks on the said Project Land, to whom, the Promoter have not allotted, any car parking, and in such an event, the person committing default, along with members of the Committee, shall personally be responsible, jointly and severally, for the costs and consequences thereof. The Unit Holder/s are not allowed/ entitled to use any area of car parking or otherwise unless the Promoter in writing permits the same.

76. The allotment / right to use the Car Park granted by the Promoter is a cumulative allotment / right along with the Unit and the Unit Holder/s shall not be entitled to sell, transfer, lease, license or otherwise deal with the Unit and the Car Park separately.

77. Any delay tolerated or indulgence shown by the Promoter, in enforcing the terms, conditions, covenants, stipulations and/or provisions of this Agreement, or any forbearance, or giving of time, to the Unit Holder/s by the Promoter, shall not be treated / construed / considered, as a waiver or acquiescence on the part of the Promoter of any breach, violation, non-performance or non-compliance by the Unit Holder/s of any of the terms, conditions, covenants, stipulations and/or provisions of this Agreement, nor shall the same in any manner prejudice, the rights / remedies of the Promoter.

78. The name and address of the- Tower 2 together with the other projects on the said Project Land shall be known and displayed as "5th Avenue Sunteckcity" and by such other name, in the future, as per the sole discretion of the Promoter.

79. In the event the Unit Holder intend(s) to sell, transfer, lease, license, assign and/or deal with or dispose of the said Unit and/or the Allottee/s's benefit/s under this Agreement, then the Promoter shall be entitled to a right of first refusal to the said Unit as well as the Unit Holder's right(s), title and interest under this Agreement ("ROFR"), which shall be exercised in the following manner:-

(a) The Unit Holder shall address a letter ("Offer Letter") to the Promoter stating therein (i) the name and address of the proposed transferee (ii) the proposed sale consideration (such sale consideration shall be denominated in rupees i.e. INR) and hereinafter referred to as "Offer Price"), including the proposed amount and consideration and terms and conditions offered by such proposed transferee, (iii) the date of consummation of the proposed

sale, (iv) a representation that the proposed transferee has been informed of the terms this Agreement and in particular, the terms embodied into this clause. The Offer Letter shall include a calculation of the fair market value of the said Flat and an explanation of the basis for such calculation.

(b) In the event the Promoter wishes to exercise the ROFR upon the said Unit, the Promoter shall, at its sole option, be entitled to purchase the said Unit under the Offer Letter at the Offer Price, in which case, the Promoter shall address a letter to the Unit Holder within a period of 7 (seven) days from the date of the receipt of the Offer Letter ("Notice Period") informing the Unit Holder of the Promoter's intention to purchase/ acquire the said Unit ("Acceptance Letter"), and till the receipt of the Acceptance Letter the Unit Holder shall not proceed with the sale/transfer of the said Unit. Upon issuance of the Acceptance Letter, the Unit Holder shall be bound to sell and/or transfer the said Unit to the Promoter or such persons/entities nominated by the Promoter at the Offer Price. In the event the Promoter does not convey its acceptance within the Notice Period then the Unit Holder shall be entitled to proceed with the sale of the said Unit in the manner set out below.

(c) The Promoter may at its sole discretion, on a written request to that effect made by the Unit Holder prior to the exercise of the option by the Promoter/Owner as contemplated above, dispense with the ROFR upon the Unit Holder making payment of such sum not exceeding 5% (five per cent) of (a) the Offer Price or (b) the price at which the Promoter/ Owner is selling a flat of a similar nature at the relevant time, whichever is higher, together with GST, Service Tax, VAT thereon as may be decided by the Promoter/Owner. Only after the Promoter/ Owner issues the said letter conveying its decision and only upon the Promoter/Owner receiving the amount decided by the Promoter/ Owner for such dispensation, shall the Unit Holder be entitled to sell the said Unit to the said proposed transferee on the same terms and conditions as were offered by the Unit Holder to the Promoter/Owner in the Offer Letter. It is expressly agreed that the ROFR is a covenant running with the said Unit and hence will continue with the new Unit Holder of the said

Unit, and the Unit Holder undertake/s to expressly include the same vide a specific term in the new agreement for sale between the Unit Holder and the proposed transferee.

(d) The Unit Holder further agree(s) that if completion of the sale of the said Unit to the proposed transferee does not take place (i) within a period of 15 (fifteen) days from the date of the Unit Holder making payment of such sum not exceeding 5 (five per cent) together with applicable taxes thereon as decided by the Promoter/Owner in terms of Clauseabove or (ii) within 15 (fifteen) days from the expiry of the Notice Period as contemplated in Clauseabove, then the Unit Holder's right to sell the said Unit to such proposed transferee shall lapse, and the ROFR of the Promoter/Owner in respect of the said Unit shall stand automatically reinstated and the provisions of this Clause and the process to be followed therein shall once again apply to the Unit Holder for any subsequent proposed sale of the said Premises.

80. The Unit Holder/s with intention to bind himself/herself/themselves/itself and all persons / companies into whomsoever hands, the said Premises come and his/her/their/its successors in title / legal heirs, administrators and assigns, doth hereby, covenant with the Promoter as follows -

81. To use the said Unit or permit the same to be used only for residential purpose under the rules, regulations and byelaws of the Association of Unit Holders, and other concerned authorities;

82. To maintain the said Premises at the Unit Holder/s costs and expenses in good and tenantable repair and condition, from the date of possession of the said Premises being given by the Promoter to the Unit Holder/s, and shall not do or permit to be done anything in the “Project Building” and or to the staircases, landings, lobbies, passages, lifts and other common areas, amenities, facilities therein or pertaining thereto which may be against the rules, regulations or byelaws to be framed by the Association of Unit Holders or concerned authorities or change / alter or make additions in the said Premises or any part thereof, or to the “Project Building” or any part thereof, and in the event of the

Unit Holder/s contravening any of the aforesaid provisions, the Unit Holder/s shall be solely responsible for the consequences thereof;

83. The Unit Holder/s undertakes to install air-conditioner/s only in the space defined/identified by the Promoter, in the said Unit/s, for the same, and shall strictly observe and comply with all the terms and conditions, if any, which may be imposed, by the Promoter, in respect of the same;

84. The Unit Holder/s undertake/s, not to make any structural alterations or additions of whatsoever nature, in the said Premises and/or change the exterior façade of the Building, floor lobby, common passage windows, elevation or the colour scheme, fittings, fixtures and other specifications in the common areas in the “Project Building”, or the tiling / layout in / of the compound of the said Building, or make any change in the landscaping, gardens or any part of the said Project Land on which the Building has been constructed, in any manner, whatsoever, so as to alter the original appearance thereof, as provided by the Promoter, at the time of giving possession;

85. Not to demolish or cause to be demolished, the said Premises or any part thereof, nor at any time make or cause to be made any additions or structural alterations of whatever nature, in or to the said Premises or any part thereof, nor any alteration in the elevation and outside the said Building, and shall keep the said Premises, sewerages, pipes, drains in the said Unit/s and appurtenances thereto, in good and tenable repair order and condition so as to support, shelter and protect other parts of the “Project Building”, and shall not chisel or in any other manner, damage the columns, walls, beams slabs or RCC pardis or the structural member of the said Unit;

86. The Unit Holder/s further agree/s and undertake/s to carry out the interior work strictly, in accordance, with the rules and regulations framed by the Promoter/ Association of Unit Holders and without causing any disturbance, to other unit holders of premises in the said building. The Unit Holder/s further agree/s and undertake/s to deposit with the Promoter / Association of Unit Holders (as the case may be), a sum of Rs.«Fitout Deposit»/- («Fitout Deposit in Word») to be utilized by the Promoter / Association of Unit Holders, in case of any damage, caused to the said building, or any part thereof, and the same shall remain deposited, till the entire interior work in the said Unit/s is completed, and shall be refunded without interest to the Unit Holder/s, only in case the amount is not adjusted towards wear and tear and damages so caused, by

the Unit Holder/s. The Unit/ Holder/s also agree/s to pay and keep deposited with the Promoter /Association of Unit Holders (as the case may be), such sums /charges towards the use of the lift and other amenities in the said building, during the period in which the interior work is carried out in the said Unit, as may be determined by the Promoter/Association of Unit Holders (as the case may be) and intimated to the Unit Holder/s. For the above purpose the Parties agree and undertake to execute a supplementary and/or fit out agreement as required by the Promoter before the handing over of the possession of the Unit to the Unit Holder/s.

87. Not to store in the said Premises, any goods, objects, materials which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building, in which the said Premises is situated, or the storing of which goods, objects, or materials are prohibited by the Promoter/ Association of Unit Holders /concerned authorities. The Unit Holder/s, shall not carry or cause or permit to be carried heavy packages to upper floors which may damage or is likely to damage the staircases, common passages, entrances or lifts or any other structure or part of the said Building in which the said Premises is situated nor damage any fire-fighting equipments or create any kind of hindrance whatsoever, by blocking fire exits / escapes etc. and in case if any damage is caused to the said Building/ lifts or any part thereof and /or said Premises on account of the Unit Holder/s or his/her/their/its servants, agents, contractors, workmen, employees, visitors or guests, the Unit Holder/s shall be liable and responsible for all the consequences of the same, and the Unit Holder/s shall become liable and responsible to pay for all the damages incurred and/or the loss caused or suffered;

88. Not to throw dirt, rubbish, garbage, rags or other refuse or permit the same to be thrown from the said Unit into the compound or any portion of the Building or the said Project Land or any part /portion thereof;

- (a) Not to cause any nuisance, hindrance, disturbance and annoyance to other purchasers of premises in the “_____” Project Building or other occupants or users of the said Building, or visitors to the said Building, and also occupiers of any adjacent, contiguous or adjoining properties;
- (b) Pay to the Promoter, within 10 (ten) days of demand, by the Promoter his/her/their/its share of deposits, if any, demanded by the

concerned local authorities or government for giving water, drainage, electricity, telephone, gas or any other service/utility provided to the said Premises or said Building;

- (c) To bear and pay proportionate share of local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or government and/or other public authorities in relation to the said Premises and also for any increases thereof on account of change of user by the Unit Holder/s or otherwise;
- (d) Not to at any time demand partition of the Unit Holder/s interest in the said Unit and/or the said Premises;
- (e) The Unit Holder/s shall permit the Promoter and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said Premises or any part thereof, to view and examine the state and condition thereof or to repair the same, at the cost of the Unit Holder/s;
- (f) That the Unit Holder/s shall observe and comply with all the rules, regulations and bye-laws which the Promoter may specify and those which the Association of Unit Holders/Apex Body may adopt or frame at its/their inception and/or additions alterations or amendments thereto, that may be made from time to time, including those for the protection and maintenance of the "_____"
and the premises therein, and for the observance, performance and compliance of the building rules and regulations and bye-laws for the time being of the concerned authorities. The Unit Holder/s shall also observe, perform and comply with all the stipulations, terms and conditions laid down by the Promoter/ Association of Unit Holders/ Apex Body regarding use of all common areas, amenities and facilities in the "_____"**Project Building /Larger Land _____** and the Unit Holder/s shall pay and contribute regularly and punctually towards all the rates, rents, taxes, cesses, assessments, levies, expenses and all other outgoings payable in accordance with the terms and conditions of this Agreement;
- (g) Not to do anything whereby the title of the Promoter to the said Project Land or any portion thereof is affected in any manner;
- (h) Not to cover or enclose in any manner whatsoever, the open terrace/s, the open balcony/ies, verandah, car parking space/s or

other open spaces forming a part or appurtenant to the said Unit/s in the said Building, without the prior written permission of the Promoter / Association of Unit Holders /concerned authorities;

- (i) Not to hang clothes, garments or any other things from the windows, grills, balcony/ies, terrace/s appurtenant to the said Unit;
- (j) To pay all the additional taxes, rates, assessments, levies *etc.* that may be levied by the concerned authorities in respect of the said Premises and also all amounts payable to the Promoter in terms of this Agreement;
- (k) The Unit Holder/s hereby agrees/s to pay all the amounts payable under this Agreement, as and when they become due and payable, time being the essence of this Agreement. Further the Promoter is not bound to give any reminder notice regarding such payment and the failure thereof, shall not be a plea or an excuse for non-payment of any amount/s on their respective due dates;
- (l) The Unit Holder/s hereby covenant/s with the Promoter, to pay any amount/s required to be paid by the Unit Holder/s as agreed under this Agreement and to observe and perform the covenants and conditions except so far as the same ought to be observed by the Promoter;
- (m) Not do or permit to be done any act or thing which may render void or voidable any insurance of the “Project Building and/or the said Project Land or any part thereof, or whereby, or by reasons whereof, increased taxes/premium shall become payable; and
- (n) Responsibility of insuring the premises post possession:- After possession of the said Premises is handed over to the Unit Holder/s, the Unit Holder/s shall insure the said Premises from any loss, theft, damage caused due to human intervention or due to any Act of God or other incident/accident including fire, riot, strikes, earthquakes, natural calamity or any other cause beyond reasonable human control, and the Promoter shall not be responsible for any loss/damage suffered thereafter.
- (o) The Unit Holder/s shall observe and perform all the rules and regulations which the Association of Unit Holders may adopt, at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the units therein and for the observance and

performance of the buildings Rules, regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Unit Holder shall also observe and perform all the stipulation/s and conditions laid down by the Association of Unit Holders regarding the occupation and use of the Unit in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this agreement.

These covenants shall be binding and operative even after the formation of the Association of Unit Holders.

89. The unit holder agrees and confirms that the Promoter has an unequivocal and explicit right to recover/ set off/ adjust any amount payable by the Unit Holder/s to the Promoter including the total consideration, or any charges, interest and/ or liquidated damages from the amounts if any, payable by the Promoter to the Unit Holder/s and the Unit Holder/s shall not raise any objection or make any claims with regard to such adjustment/ set off and the claims, if any, of the Unit Holder/s, in that regard.

90. This Agreement shall supersede all earlier applications, discussions, documents, writings (whichever), etc. executed or exchanged by and between the Parties prior to the execution hereof which may be inconsistent with this Agreement. The Parties confirm/s agree/s and acknowledge/s that this Agreement represents and comprises the entire contract between them in respect of the subject matter hereof. The Unit Holder/s hereby expressly admit/s, acknowledge/s and confirm/s that no terms, conditions, particular or information, whether oral, written or otherwise given or made or represented, including those contained or given in any advertisement, leaflet or brochure, or in any correspondence or other writing or document, by the Promoter and/or their agents to the Unit Holder/s and or his/her/their agents, other than such terms, conditions and provisions as are contained or incorporated in this Agreement, shall be deemed to form part of this Agreement or to have induced the Unit Holder/s to enter into this Agreement. No additions, deletions, amendments, alterations and/or modifications to/of any of the terms, conditions, stipulations or provisions of this Agreement, shall be valid, binding on

or enforceable against either Party, unless the same are recorded in writing and signed by or on behalf of the Parties, as supplemental hereto.

91. The Promoter may at any time assign, transfer, convey in whole or in part, its rights in respect of "____" **Project Builidng** _____, subject to the rights of the Unit Holder/s under this Agreement on such terms and conditions as the Promoter may, in its sole discretion deem fit, provided that Promoter shall obtain consent of the Allottees and comply with the rule and regulations as stipulated under relevant prevailing laws..

92. The Unit Holder/s further agree/s and confirm/s, that the Promoter shall be entitled to raise finance/ loan from any financial institution/ bank by way of mortgage/ charge/ securitization of the receivables of the said Unit, if any, accruing or likely to accrue therefrom and the said Project Land, excluding the said Unit. The Unit Holder/s give/s his/her/their/its consent to the Promoter to securitize the amounts receivable by the Promoter hereunder and to assign to banks/financial institutions the right to directly receive from the Unit Holder/s the balance installments of the Consideration or part thereof. The Unit Holder/s agree/s and undertake/s, upon receipt of such intimation in writing by the Promoter, to pay without any delay, demur, deduction or objection to such banks/financial institutions, the balance installments of the Consideration or part thereof as the case may be. The Promoter covenants that payment of such balance installments of the Consideration or part thereof in accordance with the terms hereof by the Unit Holder/s to banks/financial institutions shall be valid payment of the respective installments due in respect of the Consideration and would discharge obligations of the Unit Holder/shereunder.

93. It is agreed that the Unit Holder(s) shall be entitled to avail of loan(s) from banks/financial institutions (as may be referred to by the Promoter) and mortgage the said Premises (or part thereof) by way of security for repayment of such loan(s) to banks/financial institutions. The Promoter will grant its No Objection addressed to such bank/financial institution, however the liability to make timely payments shall be that of the Unit Holder(s) alone and the Promoter shall not incur any personal liability/obligation of whatsoever nature for repayment of the monies so borrowed by the Unit Holder/s and/or any monies in respect of such borrowings including interest and cost and provided the mortgage created in favour of the bank/financial institution in respect of the said Premises shall not in any manner

jeopardize the Promoter's right to complete the construction of the Project Building or to develop other portions of the said Project Land/ Larger Land or the Promoter's right, title or interest in the "Project Building/said Land/Larger Land" and such mortgage shall always be subject to and subservient to the Promoter's first lien and charge on the said Premises in respect of unpaid installments towards the Consideration and all other amounts/deposits payable by the Unit Holder/s to the Promoter under the terms and conditions of this Agreement. The Promoter will issue its No Objection letter addressed to the bank/financial institution simultaneously against such bank/financial institution issuing its confirmation in writing addressed to the Promoter undertaking to make payment of the balance installments towards the Consideration directly to the Promoter as per the schedule for payment agreed hereunder and such confirmation letter shall be in a form mutually acceptable to the Parties and such bank/financial institution.

94. The Promoter shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the said Unit by concerned authorities due to non-payment by the Unit Holder/s or other units purchasers of their respective proportion of the taxes, utility bills and other outgoings to the concerned authorities on account of default in making such payments, or upon the Unit Holder/s failing to comply with the terms and conditions of this Agreement

95. The Promoter has informed the Unit Holder/s and the Unit Holder/s is/are aware that the Promoter has retained to itself the exclusive right of providing T.V./Internet - Cable and dish antennae network in the "Project Building" to be constructed upon the said Project Land. The aforesaid rights are retained by the Promoter to itself permanently and the Promoter shall be entitled to deal with and dispose of and/or assign the said rights in favour of such person or corporate body as the Promoter may determine save and unless the Promoter relinquish the said rights. The consideration received for such assignment shall belong to the Promoter alone. In view thereof, the Unit Holder/s and /or other occupants of premises in the "Project Building" shall not have a right to obtain T.V. / Internet and or other dish antenna network facilities either alone or jointly with others through any other agents but shall obtain the T.V. / Internet and or other dish antenna network facilities from the Promoter or the assignee(s) of the Promoter save and except in case of relinquishment as aforesaid.

The Unit Holder/s and/or occupants of premise in the “.....Project Building.....” and/or Association of Unit Holders shall pay the charges (including deposits) as may be charged by the Promoter and/or such assignee(s) as aforesaid for availing the transmission facilities and network as aforesaid and shall give to them all necessary co-operation of enabling them install, maintain and repair the equipment thereof and shall not be entitled to charge the Promoter and/or their assignee(s) as aforesaid any amount for the said rights or incidental thereto. The necessary covenant will be incorporated in the Deeds of Assignment/ Conveyance/ as the case may be.

96. In case the transaction being executed by this agreement between the promoter and the allottee is facilitated by a Registered Real Estate Agent, all amounts (including Taxes) agreed as payable remuneration/ fees / charges for services / commission / brokerage to the said Registered Real Estate Agent, shall be paid by the promoter / allottee/ both, as the case may be in accordance with the agreed terms of payment.

97. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Project Building, “said Project Land, Project Land or any part thereof in favour of the Unit Holder/s. The Unit Holder/s shall have no claim, save and except in respect of the said Premises and all common areas, amenities and facilities will remain the property of the Promoter until the transfer/assignment/ conveyance of the said Project Building to the Society and the Larger Land in favour of the Federation/ Apex Body in the manner provided hereinabove, as the case may be.

98. All notices to be served on the Unit Holder/s as contemplated by this Agreement, shall be deemed to have been duly served, if sent to the Unit Holder/s by an email delivery system and via email from <<*official email id*>> and such notices shall be considered official and be treated with the same level of importance as served upon the Unit Holder/s in the form of the physical copies. It shall also duly and effectually discharge the Promoter, and shall be deemed to have been received by the said Unit Holder/s. The Unit Holder/s agrees to inform the Promoter in writing of any change in the mailing addresses as mentioned herein. In case of joint Unit Holder/s all the communications shall be sent by the Promoter to the first named Unit Holder/s under this Agreement.

99. Any correspondence from or on behalf of the Unit Holder/s address to the Promoter shall be considered as duly served and acceptable only if such

correspondence or communication has been done through or by Registered post with A/D, and/or under certificate of posting and/or Speed Post sent to the address of the Promoter as specified under this Agreement. It is further informed that save and accept correspondence or communication done in the manner as stated hereinabove, no other mode of communication or correspondence like electronic mail, Facsimile shall be considered as legally binding between the parties, unless it is addressed to _____ and not any other email ID.

100. If there is more than one Unit Holder named in this Agreement, all obligations hereunder of such Unit Holder/s shall be joint and several. All communications shall be sent by the Promoter to the Unit Holder/s whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the purchasers.

101. All stamp duty, registration charges, out of pocket costs, such other charges and expenses incidental to this Agreement and GST or any other taxes whatsoever which are levied or become leviable, shall be borne and paid by the Unit Holder/s alone. If due to any changes in government policy and by virtue of the same, if any additional stamp duty, registration charges and/or any other taxes / rates are levied, the same shall also be borne and paid by the Unit Holder/s alone.

102. The Unit Holder/s hereby declare/s that he/she/they/it has gone through this Agreement and all the documents relating to the said Project Land / **Larger Land** and has/have expressly understood the contents, terms and conditions of the same and the Promoter has entered into this Agreement with the Unit Holder/s relying solely on the Unit Holder/s agreeing, undertaking and covenanting to strictly observe, perform, fulfill and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on part of the Unit Holder/s to be observed, performed and fulfilled and complied with and therefore, the Unit Holder/s hereby jointly and severally (as the case may be) agree/s, undertake/s and covenant/s to indemnify, save, defend and keep harmless at all times hereafter, the Promoter and its successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Unit Holder/s

any injury to any property(ies) or persons(s); or death of person(s); or damages to any property(ies) howsoever arising related to the use and/ or occupation of the said Unit and directly or indirectly as a result of the negligence, act and/ or omission of the Unit Holder/s or his / her/ its agents, servants, tenants, guests, invitees and/ or any person or entity under his/its control; and Unit Holder's non-compliance with any of the restrictions regarding the use and/or occupation of the said Unit.

103. The terms and conditions of this Agreement shall be binding on all transferee/s / assignee/s, from time to time, of the said Premises, which the respective Unit Holder/s may sell, transfer / assign and shall be enforceable against all such transferees.

104. DISPUTE RESOLUTION

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

105. Except as stated above in Clause 84, this Agreement shall be governed by the laws as applicable in India and any disputes in relation to this Agreement, shall be subject to the exclusive jurisdiction of courts at Mumbai, Maharashtra, India.

106. It is abundantly made clear to all the Unit Holder/s who are Non-Resident / foreign nationals of Indian origin, that in respect of all remittances, acquisitions / transfer of the said Premises, it shall be his/her/their/its sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Unit Holder/s understands and agrees, that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/they /it alone shall be liable for any action under the Foreign Exchange Management Act, 1999, or any other statutory

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modifications or re-enactments thereto. The Promoter accept no responsibility in this regard and the Unit Holder/s agrees to indemnify and keep the Promoter indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.

107. The Unit Holder/s hereby declares that he/she/they/it has perused this Agreement entirely and all the documents related to the said Project Land and the said Premises and has expressly understood the contents, terms and conditions of the same and the Unit Holder/s, after being fully satisfied, has entered and accepted this Agreement.

108. The permanent account number details of the Parties are as follows:

NAME OF THE PARTY	PERMANENT ACCOUNT NUMBER DETAILS
Promoter	_____
Unit Holder/s	
(i) «First_Applicant»	«First_applicant_Pan_card»
(ii) «Second_Applicant»	«Second_Applicant_Pan_card»
(iii) «Third_Applicant»	«Third_Applicant_Pan_card»

FIRST SCHEDULE ABOVE REFERRED TO
(Firstly Description of the Larger land)

All those pieces and parcels of land bearing CTS nos 165/A/1 admeasuring 17,250.30 Square Metres and CTS no 165/C/1 admeasuring 2,092.60 Square Metres aggregately admeasuring approximately 19,342.9 square metres lying, being and situate at Village Goregoan, Taluka Borivali, Mumbai Suburban District at Oshiwara, Goregoan, Mumbai and bounded as follows that is to say,

North-_____

South-_____

East-_____

West-_____

(Secondly Description of the said Project land)

All those pieces and parcels of land admeasuring _____ sq. mtrs. or thereabouts bearing, forming a portion of the Larger Land, lying, being and situate at Village Goregoan, Taluka Borivali, Mumbai Suburban District at Oshiwara, Goregoan, Mumbai and bounded as follows that is to say,

North-

South-

East-

West-

SECOND SCHEDULE ABOVE REFERRED TO

**5th Avenue SunteckCity
(Residential Tower 1 and Tower 2)**

List of External / Internal common areas and amenities and clubhouse amenities

A) Description of the common areas provided:

Sr. no.	Type of common areas provided	Proposed Date of Occupancy Certificate	Proposed Date of handed over for use	Size/area of the common areas provided
1	As per below tables			
2	--			
3	---			

B) Facilities/amenities provided/to be provided within the building including in the common area of the building:

	Type of facilities /amenities provided	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/common organization	Size /are of the facilities / amenities (all areas in smt)	FSI Utilized or free of FSI
1	Tower 2 Lobby			357.90	Amenities tentatively to be provided within Towers - Ground Floor level- FSI to be utilized
2	Tower 1 Lobby			382.12	
3	Lobby Lounge / Reception			200.57	
4	Multipurpose Hall			509.14	
5	Business Center + Café			325.97	
6	Locker Facility			31.98	

B) Facilities/amenities provided/to be provided within the building including in the common area of the building:

	Type of facilities /amenities provided	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/common organization	Size /are of the facilities / amenities (all areas in smt)	FSI Utilized or free of FSI
7	Gymnasium			203.66	Amenities tentatively to
8	Yoga & Aerobics			74.66	

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9	Library			53.58	be provided at Clubhouse FSI to be utilized
10	AV Room/ Minitheatre			56.06	
11	Spa			78.16	
12	Café + Patisserie			79.03	
13	Senior's Lounge			32.36	
14	Virtual Game Room			45.15	
15	Toddler's Zone + Creche			42.95	
16	Indoor Games			131.30	
17	Toilets/Changing Room for Swimming Pool			41.10	

B.) Facilities/amenities provided/to be provided within the building including in the common area of the building:

Sr. No	Type of facilities/ amenities provided	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/ common organization	Size of/are of the facilities/amenities all areas in smt	FSI Utilised or free of FSI
18	Swimming Pool			93.74	Amenities tentatively to be provided at Terrace level - Free of FSI (subject to final approvals/payment of premium)
19	Jacuzzi			20.85	
20	Kids Pool			11.06	
21	Pool Deck			73.69	
22	Night Kiosk			36.45	
23	Yoga & Meditation Lawn Deck			71.07	
24	Party Lawn with Bar & Barbeque			133.40	
25	Barbeque Corner			34.14	
26	Amphitheatre			33.58	
27	Kids Play Area			139.27	
28	Fitness Zone			74.06	
29	Walkway/Jogging Track			-	
30	Reflexology Pathway			61.49	
31	Cabana Seating			71.04	
32	Lawn			194.21	

B) Facilities/amenities provided/to be provided within the building including in the common area of the building

Sr. no.	Type of facilities/ amenities provided	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/ common organization	Size of/are of the facilities/amenities all areas in smt	FSI Utilised or free of FSI
33	Performance Lawn			883.66	Amenities tentatively to be provided on Podium level- Free of FSI (subject to final approvals/payment of premium)-

C.) Facilities/amenities provided/to be provided within the Layout and/or common area of the Layout: -

Sr. no.	Type of facilities/ amenities provided	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/ common organization	Size of/are of the facilities/amenities all areas in smt	FSI Utilised or free of FSI
34	Multipurpose Court			228.00	Amenities provided in Common area - Free of FSI - (subject to final approvals/payment of premium)
35	Pickleball Court			159.18	
36	Box Cricket			183.97	
37	Amphitheatre + Skating Rink			159.89	
38	Kids/Toddler's Play Area			109.26	
39	Party Lawn			243.12	
40	Reflexology path + Senior Citizen Area			93.34	
41	Zen Garden			177.21	
42	Mini Golf			296.50	
43	Temple			69.66	
44	Pet Park			61.33	
45	Lawn			194.39	

D) The size and the location of the facilities / amenities in front of open space (RG/PG etc.) provided / to be provided within the plot and / or within the layout

Sr. no.	Type of open space (RG/PG) to be provided	Size open spaces to be provided	Proposed Date of availability for use	Proposed Date of handing over to the common organization
i.	Aggregate RG areas- split in the layout - As per norms and approvals	Approx. 2600 smt-		

E) Details and specifications of the lifts: - Details of Lifts provided per Tower (I.e Tower 1 & Tower 2)

	Type Lift (passenger/service/stretcher, goods /fire evacuation/any other	Total no. of Lists provided	Number of passenger or carrying capacity in weight (kg)	Speed (mtr /sec)
i.	Passenger Lift- shaft 2.8X2.24 m	1		
ii.	Passenger Lift- shaft 2.05X2.01 m	4		
iii.	Passenger Lift- shaft 2.5X2.45 m	2		
iv.	Passenger Lift- shaft 1.91X2.00 m	1		
v.	Private Lift - Shaft 2.14X2.07m	2		
vi.	Private Lift - Shaft 2.29X2.05m	6		
vii.	Transfer Lift - Shaft 1.91X1.95m (from basement to podium level)	4		
viii.	Fire Lift - Shaft 2.3X2.3m	1		
ix.	Service Elevator - Shaft 2.18X2.75m	1		

THIRD SCHEDULE REFERRED TO HEREINABOVE

Flat/Purchaser's Details

Sr. No	Particulars	Details
1.	Date & Place of Execution of agreement for Sales	Date. _____ & Place of Execution of agreement for Sale _____
2.	Name of the Authorized Signatory	
3.	Name of Allottee/s	
4.	Address of Allottee/s	
5.	Description of the said Flat/ Premises	_____ BHK
6.	Project/Building Name	
7.	Wing	
9.	Floor	_____
10.	Flat No.	_____
11.	Carpet Area (sq.mtr. and sq. ft.) and an additional area of enclosed and/or open balcony and/or service area and/or open terrace appurtenant to the net usable area of the flat meant for exclusive use of the Allottee/s;	<ul style="list-style-type: none"> Carpet area of flat _____ Sq. Feet equivalent to _____ Sq.mtr. Balcony - _____ Sq. mtr equivalent to _____ Sq. Feet.
12.	No. of Car Parks included in the Agreement	at _____ level/basement/podium/stilt/mechanical car parking unit bearing No. _____ admeasuring _____ sq.ft. having _____ ft.length x _____ ft. breadth x _____ ft. vertical clearance
13.	Sale Consideration for said Flat/ Premises @ Carpet Area	Rs. _____/-
14.	Internal Amenities of the Unit	<ul style="list-style-type: none"> Vitrified tile flooring in Lobby, Living room, Dining room, Kitchen, all Bedroom. Vitrified/ Ceramic tiles for Toilet flooring. Vitrified/ Ceramic tiles dado up to door height for Toilets. Vitrified/ Ceramic tiles dado up to a height of 2 feet above Kitchen platform. Kitchen platform with stainless steel sink. Anti-skid tiles in Balcony. Powder coated/ anodized Aluminium/ UPVC windows. Laminated/ equivalent finish flush doors CP Fixtures & fittings of reputed make. Branded electrical switches <p>Concealed plumbing.</p>
14.	Other charges and Deposits	Rs. _____/-
15.	PAN No. of Allottee/s	_____

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16.	Details of Mortgage/Charge are as referred in the agreement	
17.	Allottee Notified Email ID	_____
18.	Promoter Notified Email ID

IN WITNESS WHEREOF the Parties have executed this Agreement by the hand of their authorized signatories the day and year first hereinabove written.

SIGNED AND DELIVERED by the)
withinnamed **Promoter, SATGURU**)
CORPORATE SERVICES PRIVATE)
LIMITED by the hand of its Director /)
Authorized Representative)
_____ duly)
authorized under the Resolution of the)
Board of Directors passed at its)
meeting held on ____ day of)
_____ in the presence of)
1.)
2.

SIGNED AND DELIVERED by the)
withinnamed **Unit Holder/s**)
(a) «First_Applicant»)
(b))
(c) «Third_Applicant»)
In the presence of)
1.)
2.)

Annexure "F"

(Payment Schedule for Consideration & Other Charges)

The Unit Holder/s agrees to accept allotment/purchase from the Promoter, the said Unit at or for the Sale Consideration of Rs.«Agreement Value»/- («Agreement Value in words») to the Promoter in the following manner:-

(Payment Schedule)

The Unit Holder/s agrees to accept allotment/purchase from the Promoter, the Unit at or for the Consideration of Rs. _____/- (Rupees _____ Only) to the Promoter in the following manner:-

- (i) Rs. _____/- (Rupees _____ Only), not more than 10% of the consideration, as booking amount paid prior to the execution of this Agreement (the payment or receipt whereof the Promoter hereby admits and acknowledges);
- (ii) Rs. _____/- (Rupees _____ Only) being 5.00% of the Consideration (after adjusting booking amount), within 15 days from date of booking, paid prior to the execution of this Agreement (the payment or receipt whereof the Promoter hereby admits and acknowledges);
- (iii) Rs. _____/- (Rupees _____ Only) being 5.00% of the Consideration, within 30 days from date of booking, paid prior to the execution of this Agreement (the payment or receipt whereof the Promoter hereby admits and acknowledges);
- (iv) Rs. _____/- (Rupees _____ Only) being 10.00% of the Consideration, on Commencement of excavation;
- (v) Rs. _____/- (Rupees _____ Only) being 10.00% of the Consideration, on completion of 1st Basement Slab;
- (vi) Rs. _____/- (Rupees _____ Only) being 10.00% of the Consideration, on completion of Plinth;
- (vii) Rs. _____/- (Rupees _____ Only) being 4.00% of the Consideration, on completion of Stilt (First) Slab;
- (viii) Rs. _____/- (Rupees _____ Only) being 3.00% of the Consideration, on completion of 5th Slab;

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(ix) Rs. _____/- (Rupees _____ Only) being 3.00% of the Consideration, on completion of 10th Slab;

(x) Rs. _____/- (Rupees _____ Only) being 3.00% of the Consideration, on completion of 15th Slab;

(xi) Rs. _____/- (Rupees _____ Only) being 3.00% of the Consideration, on completion of 20th Slab;

(xii) Rs. _____/- (Rupees _____ Only) being 3.00% of the Consideration, on completion of 25th Slab;

(xiii) Rs. _____/- (Rupees _____ Only) being 3.00% of the Consideration, on completion of 30th Slab;

(xiv) Rs. _____/- (Rupees _____ Only) being 3.00% of the Consideration, on completion of 35th Slab;

(xv) Rs. _____/- (Rupees _____ Only) being 3.00% of the Consideration, on completion of roof Slab;

(xvi) Rs. _____/- (Rupees _____ Only) being 3.00% of the Consideration, on completion of Brick/Block Work;

(xvii) Rs. _____/- (Rupees _____ Only) being 3.00% of the Consideration, on completion of Internal Plaster of the said Unit;

(xviii) Rs. _____/- (Rupees _____ Only) being 3.00% of Consideration, on completion of internal electrical conduit work of the said unit;

(xix) Rs. _____/- (Rupees _____ Only) being 3.00% of Consideration, on Completion of internal plumbing work of the said Unit;

(xx) Rs. _____/- (Rupees _____ Only) being 3.00% of Consideration, on completion water proofing the said unit;

(xxi) Rs. _____/- (Rupees _____ Only) being 3.00% of Consideration, on Completion of tiling/flooring of the said Unit;

(xxii) Rs. _____/- (Rupees _____ Only) being 3.00% of Consideration, on Completion of the installation of doors and windows of the said Unit;

(xxiii) Rs. _____/- (Rupees _____ Only) being 3.00% of Consideration, on Completion of external painting of the said building;

(xxiv) Rs. _____/- (Rupees _____ Only) being 3.00% of

Consideration, on Completion of installation of Lifts in the said building;

(xxv) Rs. _____ /-(Rupees _____ Only) being 5.00% of the Consideration, on receipt of occupation certificate in respect of the project or on possession of the said Unit being ready to be delivered to the Unit Holders but in any event before actual possession of the said Unit being taken by the Unit Holder/s.

OTHER CHARGES

- (i) Rs.«Legal Charges»/-(«Legal Charges IN WORDS») towards payment of Society formation and legal charges;
- (ii) Amount to be paid to the concerned authorities/private companies towards Mahanagar gas connection charges etc. **(to be determined later at the time of possession);**
- (iii) Amount towards deposits to be paid to the concerned authorities/private companies towards water meter, electricity meter, or any other service connection in relation to the **<<Name of the present project under development> (to be determined later at the time of possession);**
- (iv) Amount for Advance Maintenance **(to be determined later at the time of possession);**
- (v) Amount towards development charges **(to be determined later at the time of possession);**
- (vi) Amount towards share application money **(to be determined later at the time of possession);**
- (vii) Rs.«Club_House_charges »/-(«Club_House_charges_in_Words ») towards club-house charges.

In addition the Unit Holder/s shall also be liable to pay such amounts in respect of the above headings. The Unit Holder/s agree/s that he/she shall make payment of the abovesaid amounts as will be determined and intimated by the Promoter by written communication to the Unit Holder/s on or before the handing over of the possession of the said Unit. The Unit Holder's agrees to make the payment thereof without any demur or protest within the timelines mentioned in the said communication.

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RECEIPT

RECEIVED the day and year first hereinabove written of and from the withinnamed Unit Holder the sum Rs.«Received amount»/- («Received amount in words») by following cheques:

<u>Cheque No.</u>	<u>Date</u>	<u>Amount</u>	<u>Drawn On</u>
-------------------	-------------	---------------	-----------------

<u>Total</u>	<u>Rs.«Received amount»/</u>
(<u>«Received amount in words»</u>)	

=====

All cheques in favour of the Promoter being the amount of part payment payable by them to us.

WITNESSES:

WE SAY RECEIVED
