

**Deviation Report with respect to agreement for Project Primera ("the Project")**

Clause no.	Deviation clauses
ARTICLE	<u>AGREEMENT FOR ALLOTMENT & SALE</u>
<u>1</u>	1.1 Subject to and upon the terms, conditions and provisions hereof, the Allottee/s hereby agrees to purchase and acquire from the Promoter, and the Promoter hereby agrees to sell to the Allottee/s, the Apartment described in Annexure "I" hereto, which is shown on the typical floor plan thereof annexed hereto and marked Annexure 'H' and which is more particularly described in the Third Schedule, hereto at or for the agreed purchase price and consideration payable by the Allottee/s as set out in Annexure "J" hereto (hereinafter referred to as the "Purchase Price"). A plan depicting areas of the Apartment is annexed hereto and marked Annexure 'I-1'. 1.2 The carpet area of the Apartment as stated in the statement annexed hereto as Annexure "I", is presently determined on the basis of the net usable floor area thereof, excluding the areas covered by external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee/s or verandah area (if any) and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s (if any), but includes the area covered by internal partition walls of the Apartment (hereinafter referred to as "Carpet Area (RERA)") and is as per RERA. Apart from the Carpet Area (RERA) of the Apartment, the Allottee/s shall have the right to use Exclusive Usable Area or EUA, which shall mean the floor area of the balcony (enclosed or open) and/or veranda and/or terrace and/or deck and/or elevation treatment and/or any other areas meant for the exclusive use of the Allottee/s. EUA is calculated prior to application of any finishes (i.e. on bare shell basis) and is subject to tolerance of (+/-) 3% (three per cent) on account of structural, design and construction variances. In case of any dispute on the measurement of EUA, the same shall be physically measured after removing all finishes that have been applied/fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of EUA. The aggregate of Carpet Area (RERA) and EUA shall be referred to as 'Total Area'. 1.3 The Allottee/s shall also have the right to use, as an amenity attached to the Apartment, the Parking Space/s for the limited and restricted purpose of parking his/her/their/its two-wheeler or four-wheeler (light motor) vehicle, and for no other purpose whatsoever. The location and the designated number of the Parking Space/s will be determined by the Promoter and notified (in writing) to the Allottee/s on or before the Date of Offer of Possession (defined hereinafter). 1.4 It is further clarified by the Promoter and agreed, declared and undertaken by the Allottee/s that the Allottee/s of the Project shall not be allowed/ permitted or authorized to use or enjoy the common area and amenities of Balance Project.



1.5 The Promoter shall construct the Project in accordance with the Plans as approved by the concerned authorities from time to time.

1.6 **Apartment Amenities, Limited Common Areas & Amenities and Common Areas & Amenities**

1.6.1 The Promoter shall install and/or provide the amenities, fixtures and fittings proposed to be provided in the Apartment as listed in the Statement annexed hereto and marked **Annexure 'K'** (hereinafter referred to as the "**Apartment Amenities**").

1.6.2 The Limited Common Areas & Amenities and Common Areas & Amenities shall be used and enjoyed by the allottees, purchasers and occupants from time to time of the residential apartments in Primera Building in the Project.

1.6.3 The Allottee/s has/have been informed and is/are aware that:

1.6.3.1 all natural materials that are to be installed in the Project and/or the Apartment, and/or Premises and/or that form a part of the Apartment Amenities, including, marble, granite, natural timber etc., contain veins and grains with tonality differences, and their non-conformity, natural discoloration, or tonal differences/variations at the time of installation will be unavoidable; and,

1.6.3.2 the warranties of equipment, machinery and various other amenities, infrastructure and facilities installed by the Promoter in the Project and/or the Apartment and/or Premises would have standard warranties provided by the manufacturer only, and accordingly any defect in any such amenities, infrastructure, facilities, equipment, appliances, electronic items, etc., and/or the installation thereof, shall be rectified solely in accordance with the warranties provided by the system / equipment installer/manufacturer, and it is agreed and acknowledged that, beyond manufacturer warranties, comprehensive/non-comprehensive annual maintenance contracts shall be obtained by the Allottee/s and the other allottees in the Project, and/or Project Entity & Organisation (defined hereinafter), as the case may be; and,

1.6.3.3 the amenities, facilities, infrastructure, equipment, appliances, electronic items, etc., installed and forming a part of the Apartment Amenities or Common Areas & Amenities or Limited Common Areas & Amenities, shall be maintained, serviced and repaired by authorized third party manufacturers, suppliers, dealers or maintenance providers who alone shall be appointed and engaged for such maintenance, service and repair etc. and if the same are maintained, serviced and repaired, and/or



	tampered with, in any manner by any person other than the authorized third party manufacturers, suppliers, dealers or maintenance providers, then the warranties in respect thereof shall be rendered void. 1.7 The Allottee/s confirms that the Allottee/s has entered into this Agreement out of his own free will and without any coercion, and after reviewing and understanding the draft of this Agreement. The Allottee/s confirms that he is entering into this Agreement with full knowledge of his/her/their obligations and rights under this Agreement and the Applicable Law governing the same.
<u>ARTICLE</u> <u>2-</u>	<u>PURCHASE PRICE</u> 2.1 (a) The Allottee/s agree/s and undertake/s to pay to the Promoter, the Purchase Price in installments, in accordance with the schedule of payment in the Statement annexed hereto and marked Annexure 'J', and in terms of this Article (2), or within fifteen (15) Days from the date of a written demand being made by the Promoter, as directed by it. All payments shall be made by cheques, and/or pay orders, and/or demand drafts, drawn in favour of the Promoter, or if directed by the Promoter, in its discretion, by direct bank transfer/RTGS deposited by the Allottee/s in the Promoter's bank account, along with the applicable Taxes (defined hereinafter) thereon; subject to deduction of applicable tax deducted at source under the Income Tax Act, 1961 (hereinafter referred to as "TDS"). (b) The Allottee/s has/have prior to the execution of this Agreement paid to the Promoter the earnest money/deposit as set out in Annexure 'J' hereto (hereinafter referred to as the "Booking Amount"). The Allottee/s further confirm/s that he/she/they/it has/have voluntarily and willingly paid the Booking Amount and other installments of the Purchase Price to the Promoter on or prior to the execution of this Agreement, as recorded in the Receipt annexed hereto and marked Annexure 'J-1'. (c) The Allottee/s shall deliver to the Promoter, an original certificate evidencing payment of TDS, presently in Form 16B under the Income Tax Act, 1961 (hereinafter referred to as "TDS Certificate"), by the expiry of seven (7) Days from the date of each payment of TDS made by the Allottee/s. The Allottee/s shall be liable to deposit with the Promoter, an amount equivalent to the unpaid TDS (if any) along with Interest (defined hereinafter), on or before the Date of Offer of Possession (defined hereinafter). On the Allottee/s producing the TDS Certificate and the Promoter receiving the credit for the TDS the deposit amount shall be refunded after deducting Interest (defined hereinafter) therefrom for the period of delay in payment of TDS by the Allottee/s to the concerned authorities. 2.2 The Purchase Price shall be free of escalation, other than escalation/increases on account of escalation/increase in development charges payable to the concerned authorities and/or any other increase in charges which have or may be levied or



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

2.3 Other Charges & Deposits:

2.3.1 The Allottee/s shall, in addition to the Purchase Price, be liable to bear, pay and discharge, no later than fifteen (15) Days from the Date of Offer of Possession (defined hereinafter), the following charges and deposits (hereinafter referred to as the “**Other Charges & Deposits**”), as under:

Sr. No.		Particulars
1.	(a)	Share Application Money in respect of the Project Entity Organisation (defined hereinafter)
	(b)	Charges for EMP (As per MOEF requirement)
	(c)	Apex Body/Federation Corpus Fund for Township
	(d)	Ad hoc charges for Common Areas & Amenities
2.	(a)	Project Entity & Organisation (defined hereinafter) and Apex Body/Federation (defined hereinafter) Formation charges
	(b)	Outgoings for one year in advance excluding property tax
	(c)	Legal & Documentation charges
	(d)	Electric Meter Supply & Connection charges
	(e)	Gas Supply & Meter Connection charges
	(f)	Water Supply Connection charges
	(g)	Infrastructure development charges
	(h)	one year advance maintenance for Parking Space/s
3.	(a)	Interest Free Refundable Deposit for Interior Works

2.3.2 The amounts of the Other Charges & Deposits have been separately agreed by the Parties, recorded in writing, signed by the Allottee/s and shall form part of this Agreement, and the same are non-refundable, save and except the deposit for interior works (subject to applicable deduction, if any). The Other Charges & Deposits referred to in this Article 2.3.1, and/or elsewhere in this Agreement, along with subsequent incremental, if any, shall be determined by the Promoter, in its discretion, and/or



calculated, and/or based on the Total Area of the Apartment, or fixed or lumpsum charge or on such other basis as the Promoter deems fit.

2.3.3 The Promoter shall be entitled to deploy/invest the corpus fund/s (less aggregate payments payable to the Promoter and/or the PMC (defined hereinafter), in fixed deposits and/or any other investment schemes for an appropriate period as may be determined by the Promoter in its discretion, and shall have the benefit of accretion and the credit of TDS in respect thereof, if and as applicable.

2.3.4 The Promoter shall maintain a separate account in its books in respect of the contribution/payments received under Sr. No. (1) of the Table contained in Article (2.3.1) above. The said amounts referred to in Sr. No. 1 (a) of the Table contained in Article (2.3.1) shall be retained by the Promoter until the formation of the Project Entity & Organisation (defined hereinafter) and hand over of the Project in terms of this Agreement. The Promoter shall be liable to render account of such amounts only to the Project Entity & Organisation (defined hereinafter) and not individually to any persons, including the Allottee/s, at any time. The corpus fund payments referred to in Sr. No. 1 (c) of the Table contained in Article (2.3.1) is hereinafter referred to as the "**Apex Body/Federation Corpus Fund**". It is clarified that the Apex Body/Federation Corpus Fund shall not carry any interest and shall be retained by the Promoter until the formation and registration of the Apex Body/Federation (defined hereinafter) and shall be dealt with as provided in this Agreement. It is further clarified that the Promoter shall be liable to render account in respect of the Apex Body/Federation Corpus Fund to the Apex Body/Federation (defined hereinafter) only, and not individually to any persons, including the Allottee/s, at any time.

2.3.5 Within thirty (30) Days from the Date of Offer of Possession (whether or not the Allottee/s has/have taken possession of the Apartment or not), or from the date that the Allottee/s takes possession of the Apartment, whichever is earlier, the Allottee/s shall be liable to bear and pay in respect of the Apartment, his/her/their/its proportionate share (that is, based upon the Total Area of the Apartment and open/enclosed/utility balconies thereof), of the outgoings, maintenance charges, comprising of general maintenance, data communication charges, property taxes, non-agricultural taxes, rates, taxes, cesses, assessments, insurance premium, parking charges, costs for running generator, costs charges and expenses of cleaning and lighting the passages, landings, staircases, costs of maintenance, management and upkeep of Common Areas & Amenities and Limited Common Areas & Amenities, and operation and maintenance and repairs of lifts, water pumps, utility charges, salaries of all staff including managers, security, sweepers, liftmen, gardeners and



such other charges expenses necessary or incidental for maintenance and upkeep of the Project, and other charges and levies of like nature, payable in respect of the Project, and the Apartment, to all concerned authorities and/or any private bodies, the Project Management Consultant approved and/or appointed by the Promoter in respect of the Project as the case may be (hereinafter referred to as the “**PMC**”) security agencies, house-keeping agencies, and other persons. For the purpose of payment of maintenance charges, in common with other allottees/purchasers of the Project, the same shall be in proportion to the Total Area of the Apartment to the total of such Total Area of all the apartments in the Project.

2.3.6 Subject to what is stated in Article (2.3.7) herein below, the Promoter shall raise periodic bills upon the Allottee/s in respect of his/her/their/its share of the charges and outgoings mentioned in Article (2.3.5) hereinabove in advance for each month from the date of receipt of the occupation certificate/s in respect of the Project, or any part thereof, and the Allottee/s shall duly pay and discharge the same regularly within seven (7) Days of the date of the bill/invoice in respect thereof.

2.3.7 If at any time prior to the handover of Project in terms of this Agreement:

the actual charges and expenses required to be made for the outgoings, maintenance and upkeep of the Common Areas & Amenities, and other facilities/areas to be maintained by the Project Entity & Organisation (defined hereinafter), the same will be adjusted in the following manner: (a) against the Adhoc Charges for Common Areas and Amenities referred to in Sr. No. 1 (d) of the Table contained in Article (2.3.1) (hereinafter referred to as the “**Adhoc Charges**”), (b) if the Adhoc Charges are exhausted, then Promoter shall raise bills periodically to the allottees/purchasers of the Premises in Project, and for this purpose, the Allottee/s shall, no later than seven (7) Days from the date of bill/invoice raised by the Promoter, pay the dues to the Promoter. It is agreed and clarified by the Promoter that in the event the Project Entity & Organisation (defined hereinafter) has taken over the management and control of the Common Areas and Amenities within the first 12 (twelve) months from the Date of Offer of Possession (defined hereinafter) the Promoter may transfer such balance amount of the Adhoc Charges, to the Project Entity & Organisation (defined hereinafter). It is further clarified that the Promoter shall be liable to render account in respect of Adhoc Charges to the Project Entity & Organisation (defined hereinafter) only and not individually to any persons, including the Allottee/s, at any time.

2.3.8 At any time prior to the handover of maintenance of EMP to the Project Entity & Organization:



(a) the actual charges and expenses required to be made for the outgoings, maintenance and upkeep of the EMP, shall be made from the charges of EMP referred to in Sr. No. 1 (b) of the Table contained in Article (2.3.1) collected in respect of the above (hereinafter referred to as the “**Charges for EMP**”); (b) If the aforesaid amount is exhausted, then Promoter shall raise bills periodically to the allottees/purchasers of the Premises in the Project, and for this purpose, the Allottee/s shall, no later than seven (7) Days from the date of bill/invoice raised by the Promoter, pay the dues to the Promoter.

2.3.9 The Apex Body/Federation Corpus Fund shall, as stated aforesaid, be retained by the Promoter until the formation and registration of the Apex Body/Federation (defined hereinafter) and shall be utilised for the maintenance and upkeep of all proposed layout roads including (i) two 24 meter wide internal roads, and (ii) an 18 meter wide internal road, respectively shown hatched in brown colour on the plan annexed hereto at **Annexure ‘B-1’**, together with any amenities, utilities, infrastructure and services, including footpaths, street lights, firefighting systems, and drainage and sewerage systems, to be comprised therein and/or related or associated thereto, as determined, and developed, by the Promoter, and/or the Promoter Affiliates (defined hereinafter), in its discretion, from time to time; none of which are comprised in, or form a part of, Project and/or the Sector A Land (hereinafter referred to as the “**External Infrastructure**”).

2.3.10 The Promoter shall be entitled, in its discretion, to appropriate and/or adjust monies held for one purpose and/or on one account, against any liabilities due and payable herein by the Allottee/s for any other purpose/s and/or on any other account.

2.3.11 The Promoter shall, in the interest of the Allottee/s, and Project take decisions regarding management and allocation of funds/monies, and the type, mode, quality of services to be provided, in respect of Project, and the management and administration thereof till the formation of the Project Entity and Organization.

2.3.12 The Allottee/s agree/s that until the formation and registration of the Project Entity & Organisation (defined hereinafter) and execution of the Deed/s of Transfer/Conveyance in its favour as provided in Article (10), the Promoter, and/or any persons engaged by it, including the PMC shall maintain, manage and secure any or all of the phases of Project. During such time, the Allottee/s shall pay, and the Promoter and/or the PMC shall collect, all contributions towards maintenance charges, outgoings and other charges.



<u>ARTICLE</u> <u>4</u>	<u>TAXES</u> 4.1 All Taxes, shall be borne, paid and discharged by the Allottee/s, as and when the same are required to be paid and/or as and when demanded by the Promoter and the Promoter shall not have any liability or obligation in respect thereof. 4.2 The Allottee/s shall pay all Taxes (defined hereinafter) as and when they are levied, charged, become due and payable, upon the Purchase Price, Interest (defined hereinafter), Liquidated Damages (defined hereinafter), Other Reimbursements / Amounts Payable On Termination (defined hereinafter), Other Charges & Deposits, transfer charges, premiums, penalties together with all other amounts, charges, deposits, damages, liabilities, contributions including fund contributions and corpus, etc., as referred to herein, and agreed to be paid and/or required to be paid by the Allottee/s herein in relation to, and/or in pursuance of the Agreement for Allotment and Sale herein. 4.3 If any Taxes (defined hereinafter), whether retrospective, or prospective, in nature, arise hereafter, including after the Date of Offer of Possession (defined hereinafter), the Allottee/s shall be solely liable to pay or reimburse (as directed by the Promoter in its discretion) such Taxes including any interest and/or penalties and/or other amounts, charges and costs, if any, in respect thereof within fifteen (15) Days from the date of written demand made on the Allottee/s by the Promoter. 4.4 Wherever the term "Taxes" appears in this Agreement, the same shall mean all present, future, and enhanced taxes, imposts, dues, duties, impositions, fines, penalties, etc., by whatever name called, imposed/levied under any Applicable Law (defined hereinafter), and/or by concerned authorities, attributable to, and/or in relation to, and/or arising from, and/or imposed or levied upon, the agreement for allotment and sale herein, and/or the Apartment, and/or the Parking Space/s, and/or this Agreement, and/or upon the Purchase Price and/or any or all of the other Aggregate Payments (defined hereinafter), Other Reimbursements / Amounts Payable On Termination (defined hereinafter), and/or upon the Project Entity & Organisation (defined hereinafter) to be formed and/or the Apex Body/Federation (defined hereinafter) and/or in respect of the documents and writings to be executed in their favour, as contemplated herein, and/or otherwise; and includes service tax, Goods And Services Tax (GST), education tax/cess/charges, value added tax (VAT), local body tax, property rates and taxes and cesses, stamp duty and registration charges, and any other taxes, imposts, interest, impositions, levies, or charges, in relation thereto, that is/are imposed or levied by any concerned authority. <u>ARTICLE</u> <u>6 -</u>
	<u>RECREATIONAL FACILITIES IN THE WHOLE PROJECT</u>



	6.1 The Common Areas & Amenities, as currently planned includes certain recreational facilities for the benefit of all allottees/purchasers of apartments in the Project. Subject to the Allottee/s complying with, observing and performing all the terms, conditions and provisions of this Agreement, including making payment of the Aggregate Payments, the Allottee/s will be entitled, subject to Article 15.11.1 (d) & (e), to access, use, and enjoy the recreational facilities, in respect of which the Allottee/s will be liable to comply with the terms and conditions, and make payment of the fees and charges as may be decided by the Promoter. 6.2 The Promoter has informed the Allottee/s of the following facts, matters and circumstances that shall pertain to the recreational facilities, which the Allottee/s has/have fully accepted, agreed and confirmed that is: 6.2.1 the recreational facilities shall be constructed and shall have the equipment, infrastructure, amenities and facilities as the Promoter deems fit, in its discretion; 6.2.2 the use, benefit and enjoyment of the recreational facilities shall be, inter alia, for various allottees, purchasers and occupiers of apartments in the Project (collectively, “Users”); 6.2.3 The management and operations of the recreational facilities shall, until handed over by the Promoter to the Project Entity & Organisation (defined hereinafter) formed and constituted by the Promoter in respect of Project, shall be under the sole, exclusive and absolute control of the Promoter, and/or the PMC (if appointed by the Promoter), who shall be entitled to inter alia, frame, and implement, the aforesaid rules and regulations in respect thereof; 6.2.4 The entitlement to use the recreational facilities is and shall be personal to the Allottee/s, and is not transferable or assignable in any manner; provided that on the completion of any permitted sale and transfer of the Apartment by the Allottee/s, to any persons (“Apartment Transferees”), the Apartment Transferees shall solely be entitled to use and enjoy recreational facilities in the place and instead of the Allottee/s (who shall automatically and forthwith cease to be entitled to access, and enjoy the same), subject to Apartment Transferees making the necessary applications for membership and completing all formalities and payment of any charges as may be required to be paid by them, at such time. Under no circumstances, shall the Allottee/s be entitled to use, enjoy or access the recreational facilities after he/she/they/it have sold and transferred the Apartment; 6.2.5 There may be recreational, social and other related events, performances, activities, parties, gatherings, etc. held in the recreational facilities during the day or night, by the Promoter, and/or the PMC, and/or Users. The Allottee/s,
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	for himself / herself / themselves / itself and as a member of the applicable Project Entity & Organisation (defined hereinafter), shall not be entitled to raise any disputes, differences, or objections in and/or hinder, restrict, obstruct or interfere with the same; 6.2.6 If, prior to the operations, administration, management, charge and control of the Common Areas & Amenities is handed over to the Project Entity & Organisation (defined hereinafter), the actual charges and expenses required to be made for maintenance thereof, may exceed the amount so received collectively from all the aforesaid purchasers, allottees and occupants, then the Promoter, and/or the PMC, shall be entitled to call for and demand such additional amounts from all Users, and/or the Project Entity & Organisation (defined hereinafter); 6.2.7 In addition to the charges and expenses referred to in Article (6.2.6), there would be charges including one-time, or per day, or per use, charges, in respect of any of the amenities, or facilities, or services available, and/or provided in and from the Common Areas & Amenities, as determined by the Promoter from time to time, and the person/s who avail/s of such amenities, or facilities, or services shall be entitled to use the same only upon payment thereof.
<u>ARTICLE</u> <u>8</u>	<u>COVENANTS AND OBLIGATIONS OF ALLOTTEE/S</u> 8.1 On and after the Date of Offer of Possession, the Allottee/s shall: (a) use the Apartment and permit the Apartment to be used only for residential purpose, and (b) use the Parking Space/s, and permit the same to be used, solely for parking the Allottee/s' own two wheeler/ four-wheeler (light motor) vehicle/s. 8.2 Subject to safety conditions, the Allottee/s will be entitled to visit and view the Project, after taking a prior appointment/approval from the Promoter. 8.3 The Allottee/s, with the intention to bind all persons in whosoever's hands the Apartment may come, hereby agree/s, confirm/s undertake/s and covenant/s with the Promoter as follows: 8.3.1 to maintain the Apartment at the Allottee/s' own costs and expenses in good and tenantable repair, order and condition and to carry out all internal maintenance and repairs to the Apartment such that the same is in the same state and condition, as it was on the Date of Offer of Possession, and not to do or suffer or permit to be done anything therein, including attempting to undertake any changes or alterations thereto, and/or to any part of the Project, and/or any of the Common Areas & Amenities which are, or may be, contrary to the terms of this Agreement, and/or rules, regulations, or bye-laws, of the Promoter, and/or the PMC,



and/or any concerned authorities, and/or the Project Entity & Organisation in respect of the Project (as and when formed and registered by the Promoter) as the case may be;

- 8.3.2 to submit in writing to the Promoter the alteration if any to the Apartment desired by the Allottee/s seeking approval from the Promoter if technically feasible and only on being approved by the Promoter, to submit plans and specifications in respect of permissible alterations to the Apartment to the concerned authorities and on obtaining approvals therefrom to carry out such permissible alterations to the Apartment with prior written intimation to the Promoter;
- 8.3.3 If while carrying out the interior work, if there is any damage and/or any defect and/or leakage occurs into the adjoining apartments/ units and /or any other apartment/unit below or above the Apartment of Allottee/s herein, then the Allottee/s alone shall be responsible to rectify such defects at his / her / their own cost immediately after receiving communication from the Promoter. If the Allottee/s fail/s to rectify such damage and/or any defect and/or leakage within a period of 5 (five) days from the date of receiving such communication from the Promoter, the Promoter and/or the allottee/s in whose apartment/unit there is a damage and/or defect and/or leakage, shall be entitled to enter the Apartment and rectify the defect entirely at the costs of the Allottee/s herein.
- 8.3.4 to rectify and make good any unauthorised and/or unlawful alterations and/or damage thereto within seven (7) Days from the date of receipt of a written notice from the Promoter, and/or from any concerned authorities, in that regard;
- 8.3.5 to bear and pay all increases in the outgoings, Taxes, as well as all water charges, insurance premia and other levies, imposed on account of any change permitted (as provided herein) to be made in the user of the Apartment by the Allottee/s;
- 8.3.6 to observe, perform and comply with all other rules, regulations and bye-laws which the Promoter, and/or any concerned authorities may specify and those which the Project Entity & Organisation (defined hereinafter), as the case may be, may adopt or frame at its/their inception, and any modification thereof, from time to time, including to keep the Disaster Management Plan functional throughout the occupation period, which plan shall have been developed by the Promoter, in compliance of the norms stipulated by the concerned authorities;
- 8.3.7 to contribute his/her/their/its share of expenses towards painting, repairs, waterproofing, refurbishment and structural audits and fire audits



(including fire safety audits) of the Project and the Common Areas & Amenities, or at such intervals as may be stipulated by the Promoter and/or Project Entity & Organisation (defined hereinafter);

- 8.3.8 not to let, sub-let, transfer, assign or part with any interest or benefit under this Agreement or part with the possession of the Apartment (if the Date of Offer of Possession has occurred and the Allottee/s has/have taken possession of the Apartment in terms and in accordance with this Agreement) until the Allottee/s has/have complied with all his/her/their/its obligations under this Agreement;
- 8.3.9 in case of non-availability and/or shortage of water and/or electricity supply from TMC/power providers and/or any other concerned authorities/provider the Promoter, or the Project Entity & Organisation (defined hereinafter), as the case may be, shall endeavor to arrange the same either through tankers and/or back-up power and/or any other source, then in such case the Allottee/s shall contribute his/her/their/its share of expenses, it being accepted and acknowledged that the availability of electricity and/or water to the Apartment are dependent upon the concerned supplier/provider thereof;
- 8.3.10 upon and after the Allottee/s is/are permitted by the Promoter to enter upon the Apartment as provided herein and until the Project Completion, as contemplated herein, the Promoter, and its agents, representatives and employees, with or without workmen and others, have and shall be entitled, at reasonable times, the right to enter into and upon the Apartment, Parking Space/s, the Project, Limited Common Area & Amenities and the Common Areas & Amenities, or any part thereof, to view and examine the state and condition thereof and/or for the purpose of undertaking any works as may be required therein and thereto in relation to Project;
- 8.3.11 not to store in the Apartment any goods, objects or materials which are or may be of hazardous, combustible or dangerous nature, or are or may be so heavy as to damage the construction or structure of the Project, or the storing of which goods, objects or materials is objected to or prohibited by the Promoter, and/or the PMC, and/or any concerned authorities;
- 8.3.12 the wet and dry garbage generated in and from the Apartment shall be separated by Allottee/s and the wet garbage generated shall be treated separately by the allottees/purchasers/occupants of Premises of Project;
- 8.3.13 upon and after the Allottee/s is/are permitted by the Promoter to enter upon the Apartment as provided herein and until the Project Completion subject to events as enunciated in Article 15.11.1 (d) and (e), as



contemplated herein, the Promoter, and/or Promoter Affiliates, and/or any Governmental Authorities and their respective officers, agents, or representatives, including the PMC, the Project Architect, Project Engineer and any engineers, surveyors, contractors, agents and employees, with or without workmen and others, have and shall have at all reasonable times, the right to enter into and upon the Apartment, Parking Space/s, Project, Limited Common Areas & Amenities and the Common Areas & Amenities, or any part thereof, to view and examine the state and condition thereof and/or for the purpose of undertaking any works as may be required therein and thereto in relation to the Project;

8.3.14 to attain the concerned registration office for registering this Agreement in respect the said Apartment, as called upon by the Promoter within the stipulated time under the Registration Act.

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

- (a) to carry out or undertake any painting, decoration, or other work, to the exterior of, or outside, the Apartment;
- (b) to affix/install any sign, name or display boards, or any hoardings or neon lights in or outside the Project, Limited Common Areas & Amenities and/or the Common Areas & Amenities;
- (c) to cover or enclose in any manner whatsoever, the Parking Space/s, and/or affix/install grills to the windows only as approved by the Promoter to maintain uniformity or grill/s or safety door/s to the main door/s of the Apartment;
- (d) to hang clothes, garments or any other thing from the windows or balcony/ies of, or appurtenant to, the Apartment;

8.3.16 not, under any circumstances to:

- (a) do, or permit, or suffer, to be done any act, deed, matter or thing which may render void or voidable any insurance of the Project, Limited Common Areas & Amenities and/or any of the Common Areas & Amenities, and to make payment of any additional or increased premiums in respect thereof, as may arise on account of any breach by the Allottee/s;
- (b) throw dirt, rubbish, rags, garbage or other refuse, or permit the same to be thrown from the Apartment, in the compound or any portion



	of the Project, Limited Common Areas & Amenities and/or the Common Areas & Amenities; (c) do, or perform, or cause/permit to be done or performed, any act, deed, matter or thing which may or is likely to cause nuisance, disturbance or annoyance to the allottees/purchasers or occupiers of any other premises in Project; (d) demand, or claim, any partition or division of the Allottee/s ultimate interest as provided herein, in the Project and/or Sector A Land, Limited Common Areas & Amenities and/or the Common Areas & Amenities, or any part thereof, it being expressly agreed, understood and confirmed by the Allottee/s that his/her/their/its interest therein will, if the allotment and sale herein is completed, be impartible, and will be held only through the Project Entity & Organisation (defined hereinafter), formed by the Promoter in respect of the Project, of which he/she/they/it shall be admitted as a prospective member, in terms of Article (10). 8.4 The Allottee/s shall also abide by all rules and regulations, and take the requisite training of the measures/procedures, laid down by the Promoter and/or the Project Entity & Organisation and/or the statutory authorities with respect to the safety (including with respect to the natural gas safety) of the Project/the Apartment to be followed in case of any emergency. Furthermore, the Allottee/s and the other allottees of the Project shall ensure that the Project Entity & Organisation (defined hereinafter) (defined hereinafter) provide all requisite training to its staff/employee(s)/worker(s) that is to be followed with respect to the safety measures/procedures(including with respect to natural gas safety) in case of any emergency. 8.5 Open terraces, open balcony / balconies, and/or other open areas, if any, forming part of and attached/appurtenant to any of the Premises in Project are intended for and shall be exclusively used and occupied by the respective purchasers/allottees of the concerned Premises who shall never be entitled to enclose the same without the prior permission in writing of the Promoter and concerned authorities, and in case such permissions are granted by the Promoter, and the concerned authorities, the concerned purchasers/allottees of such Premises in Project shall observe, perform and comply with all the terms and conditions as may be stipulated in respect thereof and also for the consequences arising from any breach or violation thereof. The Allottee/s agree/s not to put any claim in respect of the restricted amenities, including open spaces, any space available for hoardings, gardens attached to any of the Premises or terraces, and the same are retained by the Promoter as restricted amenities. The Allottee/s is aware that certain parts of the Project shall be allocated for exclusive use of certain allottees. The price of such
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Premises has been determined taking this into consideration and the Allottee/s waives his/her/its right to raise any dispute in this regard.

8.6 If the Allottee/s enters into any loan/financing arrangement with any bank/financial institution, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement, in the same manner detailed herein, and the same will not absolve the Allottee/s of his/her/their/its responsibilities under this Agreement.

8.7 (a) All costs, expenses, fees, charges and taxes in connection with the Allottee/s procuring and availing of the said loan, the mortgage of the Apartment, servicing and repayment of the said loan, and any default with respect to the said loan and the mortgage of the Apartment, shall be solely and exclusively borne and incurred by the Allottee/s. The Promoter shall never have any liability or obligation (monetary or otherwise) with respect to such loan or mortgage.

(b) The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter in any manner, and shall be subject to, and shall acknowledge, the right and entitlement of the Promoter to receive the balance Purchase Price and the other amounts payable by the Allottee/s under this Agreement.

(c) In the event of any enforcement of security/mortgage by any bank/financial institution, the Promoter shall extend necessary assistance/support as may be required under applicable law, without prejudice to its rights, remedies and interests.

(d) Notwithstanding anything to the contrary herein, the Allottee/s hereby agree/s and undertake/s that the Promoter shall always have first lien and charge over the Apartment in respect of, and to secure, the payments due and payable by the Allottee/s to the Promoter under this Agreement, and accordingly, without prejudice, the Allottee/s irrevocable obligation and liability to make payment thereof, any mortgage, charge, security interest, etc., created over, and/or in respect of the Apartment shall always be subject to the Promoter's aforesaid first lien and charge, and subject to all the Promoter's rights, powers and entitlements under this Agreement.

8.8 If the Allottee/s is/are non-resident Indian citizen, or a foreign national/citizen (whether or not the Allottee/s is/are a Person of Indian Origin (PIO) and/or an Overseas Citizen of India (OCI), then it shall be his/her/their sole obligation and liability to comply with the provisions of all applicable laws, including Foreign Exchange Management Act, 1999, Reserve Bank of India rules and regulations, exchange control regulations and all other applicable/necessary requirements, rules, regulations, guidelines etc. of the concerned authority, from time to time, including those pertaining to remittance of payment for acquisition of immovable



	properties in India. Refunds (if any) to Non-Resident Indians (NRI) and foreign citizens of Indian origin shall be made in Indian Rupees. 8.9 The Project shall always be known by the name Primera, which name shall not be changed without the prior written permission of the Promoter, and the same shall, at all times, be binding upon the Allottee/s and all allottees/purchasers of Premises in the Project. 8.10 All terms, conditions, covenants, stipulations and provisions contained in any agreement/s, undertakings or writings given, or to be given, to concerned authorities, and in respect of Approvals, and/or special rights and privileges and building agreement/s made or executed, or to be made or executed in respect of any other Premises in Project and Sub Plot-B Land, shall be binding upon the Allottee/s and all allottees/purchasers/occupants of the Premises in Primera Building. 8.11 The Allottee/s has/have gone through the representations made by the Promoter on the MAHARERA website as required by RERA and shall keep himself/herself/themselves/itself updated with all the matters relating to Project, that the Promoter uploads from time to time. 8.12 The Allottee/s is/are aware and acknowledges that Sector A Land, admeasuring about 9,880 square meters, has been defined and described therein solely in the course of registration of the Project as a “<i>real estate project</i>” under RERA, and the transfer and conveyance of the Sector A Land shall always be in terms of Article (10). The term “Sector A Land” includes the plinth area along with balcony area of the Primera Building of the Project. 8.13 The Allottee/s is/are aware and acknowledges that the vehicle parking spaces in Project may be allocated and distributed by the Promoter in its discretion as it deems fit in favour of the various allottees of the Premises in the Project on such terms and conditions as may be determined by the Promoter. 8.14 The Allottee/s is/are aware, and agree/s and accept/s, that fire service fees and annual fees in respect of the Project are payable to the concerned Governmental Authority as per provisions of Maharashtra Fire Prevention & Life Safety Measures Act, 2006, and/or any other authority and all such fees shall be payable by the Allottee/s, and all allottees, purchasers and occupants of the Premises in the Project, including the Project Entity & Organisation, without any liability on the part of the Promoter.
ARTICLE 9	REPRESENTATIONS OF THE PROMOTER



	Subject to the disclosures made herein by the Promoter, and what is stated in the certificates of title recited hereinabove, the Promoter hereby represents and undertakes as follows: 9.1 the Promoter is seized and possessed of or otherwise well and sufficiently entitled (including to develop) the Sub Plot- B Land; 9.2 the Promoter shall apply for necessary Approvals from time to time in respect of the Project and/or Balance Projects; 9.3 the Promoter has not entered into any agreement for sale or any other agreement/arrangement with any person or party with respect to the Apartment; and, 9.4 the Promoter is entitled to enter into this Agreement, for agreeing to allot and sell the Apartment in the manner contemplated herein.
<u>Article 12</u>	<u>INSURANCE</u> Upon Project Completion occurring and subsequently upon completion of construction of the Common Areas & Amenities the same shall be respectively insured by the Promoter, to such extent, as it deems fit, in its discretion, against risks including third-party liability, acts of God, etc., but not in respect of any articles, chattels, goods, or personal effects therein; all of which shall be suitably insured by the allottees and purchasers at his/her/their/its own cost and liability. The cost of the insurances to be obtained by the Promoter shall be recovered from the Allottee/s as a part of the Other Charges & Deposits and the Allottee/s shall bear and pay the same.
<u>ARTICLE 13 –</u>	<u>INDEMNITY</u> 13.1 The Allottee/s hereby agree/s and undertake/s to indemnify and keep indemnified and saved harmless, at all times, the Indemnified Parties (defined hereinafter), and their estates and effects, against all loss or damage, and/or any suits, actions, proceedings or notices that they, or any of them, may sustain and suffer, and all costs, charges and expenses, that they, or any of them, may incur by reason, or as a result of: (a) any failure, breach, default, non-observance, non-performance, or non-compliance, by the Allottee/s of any of the terms, conditions and provisions of this Agreement, and/or (b) any accident or injury caused to, or suffered by, the Allottee/s, or his/her/their/its family members, guests, servants, agents, representative/s, and any person/s residing in, or occupying, or entering upon, Sector A Land, including any persons visiting the Allottee/s or his/her/their/its family, guests or visitors or staff, and all persons claiming through or under them or any of them.



	13.2 Wherever the term “Indemnified Parties” appears in this Agreement, the same shall mean the Promoter, Promoter Affiliates (defined hereinafter) and the PMC, and their respective directors, partners, shareholders, constituents, representatives, officers, employees, servants, agents, and all persons claiming under them, and their respective successors and assigns.
<u>ARTICLE</u> <u>14 -</u>	<u>NO LIABILITY</u> 14.1 Neither the Promoter, nor any Promoter Affiliates (defined hereinafter), nor the PMC, nor any of their respective directors, officers, employees, agents, or contractors, shall be liable to the Allottee/s, and/or any persons claiming through or under the Allottee/s, or otherwise, for and/or in respect of: 14.1.1 any harm, injury, loss or damage to any person/s, or property caused by, or through, or in any way associated with, a failure, malfunction, explosion or suspension of electricity, telephone, gas, water, drainage, or sewerage, supply or connections to Project or any part thereof, and whether or not the same is caused by any Article 15.11.1 (d) & (e) or otherwise howsoever; 14.1.2 any harm, injury, loss, damage, or inconvenience suffered by, and/or caused to, any person/s, or property, due to, or related to, or caused by, or in the course of the use, or entry into the Apartment, and/or the access to any part of Project; and, 14.1.3 for the security, safekeeping and insurance, of Project, or any part thereof, and of any person/s therein, and/or of the contents and possessions thereof.
<u>ARTICLE</u> <u>15 -</u>	<u>GENERAL PROVISIONS</u> 15.1 Interest 15.1.1 Without prejudice to all the Promoter’s rights and remedies herein, and under Applicable Law (defined hereinafter), the Allottee/s shall be liable to pay, to the Promoter, Interest on all outstanding, overdue, and/or unpaid, Aggregate Payments calculated from the due date for payment thereof till payment in full (with accrued Interest). In addition to the Allottee/s’s liability to pay Interest as aforesaid, the Allottee/s shall also be liable to pay and reimburse to the Promoter, all costs, charges, expenses and damages whatsoever, which may be incurred, borne, suffered, or paid, by the Promoter, including in relation to any suits, actions, proceedings, or notices filed, instituted or issued by or against it, for the purpose of enforcing any of its claims, rights and/or benefits under this Agreement and/or for enforcing obligations, payments of and



recovering from the Allottee/s such outstanding amounts, charges and liabilities, including Interest as aforesaid under this Agreement.

15.1.2 Wherever the term “*Interest*” appears in this Agreement, the same shall mean interest payable by Allottee/s to the Promoter or by the Promoter to the Allottee/s, as the case may be, at the rate of two percent above the highest State Bank of India Marginal Cost of Lending Rate as prevalent at the time of payout; provided in case the State Bank of India Marginal Cost of Lending Rate is not in use then interest shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.

15.2 Allottee/s Obligation of Confidentiality

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

15.2.1.1 is required by Applicable Law (defined hereinafter) to be disclosed;

15.2.1.2 is required to be disclosed by any governmental authority/ies with relevant powers to which the Allottee/s is subject or submits;

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

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

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



of the Promoter, which permission may be refused by the Promoter, in its discretion.

15.2.3 Wherever the term “*Confidential Information*” is used in this Agreement, the same shall include all information imparted by the Promoter to the Allottee/s, and obtained by the Allottee/s under, and/or in connection with this Agreement on, before, or after, the date of execution of this Agreement, relating to the Sector A Land, and/or Project, and/or the External Infrastructure, and/or current or projected plans or affairs of the Promoter, or Promoter Affiliates (defined hereinafter), including: (i) this Agreement and the terms hereof, (ii) all documents, records, writings, Plans, Approvals, the Informative Materials, etc., product information and unpublished information related thereto, and any other commercial, financial or technical information relating to the Whole Project Land, and/or Sub Plot-A Land and/or Sub Plot-B Land, and/or the External Infrastructure, and/or Sector A Land, or any part/s thereof, and (iii) the existence of any discussions, or negotiations, any proposal of business terms, and any due diligence materials, and other transaction documents, in each case to the extent relating to the transaction contemplated under this Agreement.

15.3 Intellectual Property

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

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

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

15.3.4 Wherever the term “*Intellectual Property*” is used in this Agreement, the same means the wordmark “*Kalpataru*” and/or Primera any combination of words in which such name and word mark is used and any word, name, device, symbol, logos, corporate names, insignia, emblems, work marks,



slogan, design, brand, service mark, service names, trade name, trade dress, patents, circuit layouts, business and domain names, copyrights, other distinctive feature or any combination of the aforesaid, whether registered or unregistered, and used in connection with the businesses and activities of the Promoter and/or in respect of the Sector A Land including Whole Project Land and/or the developments and projects to be undertaken thereon from time to time (with all amendments, upgrades, additions or improvements thereto), and product configuration, industrial design, or trade secret law or any other laws with respect to designs, formulas, algorithms, procedures, methods, techniques, ideas, know-how, programs, subroutines, tools, inventions, creations, improvements, works of authorship, other similar materials and all recordings, graphs, designs, drawings, reports, analyses, other writings and any other embodiment of the foregoing, in any form whether or not specifically listed herein, which may subsist in any part of the world, for the full term of such rights, including any extension to the terms of such right.

15.4 Notices

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

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

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

15.5 Amendment

15.5.1 Neither this Agreement, nor any term or provision hereof, shall be changed, waived, discharged, or amended, orally, except that any term of this Agreement may be amended and the observance of any such term



may be waived (either generally or in a particular instance and either retroactively or prospectively) by the parties; provided however that no such waiver shall extend to or affect any obligation of a Party not expressly waived by the other Party, or impair any right consequent therein.

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

15.6 Promoter's Rights Cumulative

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

15.7 Severability

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

15.8 Entire Agreement

Unless otherwise specifically stated to the contrary herein, this Agreement constitutes and contains the entire, composite and complete agreement between the Parties with respect to the agreement herein for allotment and sale of the Apartment, and supersedes all prior letters of intent, term sheets, writings, correspondence, e-mails, communications, negotiations, Informative Materials etc. (whether oral or written), issued, and/or executed and/or exchanged between the Parties, and/or their respective agents, representatives and officers; none of which shall be referred to and/or relied upon by the Allottee/s. All terms & conditions as contained hereunder shall be subject to the provisions of the Real Estate (Regulation & Development) Act, 2016 ("RERA").

15.9 Registration

15.9.1 The Promoter and the Allottee/s shall, as required under RERA, immediately after the execution of this Agreement but in any event, not



later than four (4) months from the date hereof, at the Allottee/s' own costs, expenses and initiation, present and lodge this Agreement for registration with the Office of the Sub-Registrar/Joint Sub-Registrar of Assurances concerned, and admit execution of the same.

15.9.2 The Allottee/s has been informed, and is aware, that this Agreement is to be executed and registered with the Office of the Sub-Registrar/Joint Sub-Registrar of Assurances concerned, upon making payment of 10% of the Purchase Price and failure of the same may result in action by the concerned Authorities. In view thereof, the Allottee/s agrees and accepts that he/she/it/they shall be solely liable and responsible for all the costs, charges and consequences that the Promoter may incur or suffer on account of the failure of the Allottee/s to execute, and register with the Office of the Sub-Registrar/Joint Sub-Registrar of Assurances concerned, this Agreement, for any reason whatsoever, and the Promoter shall not be liable or responsible for the non-registration of this Agreement and for the consequences arising therefrom, nor shall the Promoter be liable to pay any penalty for their late attendance to complete the registration formalities. The Allottee/s agrees and confirms that if the Allottee/s fail and/or delay in registering this Agreement as called upon by the Promoter, then the Promoter shall be entitled to recover any penalty for Allottee's late attendance to complete the registration formalities and the same shall deemed to be an Event of Default of the Allottee/s under this Agreement and the Allottee/s shall be laible for consequences arising therefrom.

15.10 Informative Materials; Show Apartment

15.10.1 The Allottee/s is/are fully and completely informed and is/are aware that all advertisements, publicity, or promotions, of whatsoever nature in respect of the Whole Project, including the Sector A Project, in any media, including print, and/or electronic, and/or digital media, and includes writings, brochures, leaflets, pamphlets, plans/plan booklet, handouts, presentations, advertisements, oral or written representations, made and/or published, and/or generated by, or on behalf of, the Promoter, and any other such information or materials as may be made, or published by, or on behalf of the Promoter; and includes publicity reports and includes the show/sample apartment/units with fixtures, fittings, finishes and amenities etc. provided therein, and/or all matters related or incidental thereto (hereinafter collectively referred to as the "**Informative Materials**"), have been, and always will be, merely for the sake of convenience, and subject to change at the discretion of the Promoter from time to time, whereby the terms, conditions, and provisions of this Agreement shall solely and exclusively apply and control.



15.10.2 The show/sample apartment including all finishes, furniture, items, electronic goods, amenities etc. therein, if any, are only for representational purposes for depicting lifestyle and illustrating a possible option of the design and layout of the apartment/unit. All internal dimensions in the apartment/unit as depicted in the Informative Materials are computed on the basis of unfinished wall/column surfaces. The Promoter is not liable or obligated to provide the Apartment as per show/sample apartment/unit with finishes, furniture, items, electronic goods, amenities etc. therein.

15.11 Definitions & Interpretation

15.11.1 Wherever the following terms are used in this Agreement, the same shall have the meanings respectively assigned to them below:

- (a) “*Agreement*” means this Agreement and includes all recitals and schedules herein and all annexures hereto, and also includes any modification hereof reduced to writing and executed by the duly authorised representative/s of the Promoter and by the Allottee/s; which writing shall be expressed to be supplemental to, or as a modification or amendment of, this Agreement.
- (b) “*Applicable Law*” includes all laws, rules, regulations, development control rules and regulations including the orders, judgments, decrees, ordinances, guidelines, notices, notifications, schemes, Government Resolutions (GRs) and directions, the Approvals, and the terms and conditions thereof, as may be issued, or imposed, or required, or mandated, in any manner by any concerned authority, or courts of law, or judicial or quasi-judicial bodies or authorities, and as are, or may be, in force from time to time, and/or applicable to the Whole Project, and/or Sector A Project, and/or Sector A Land, or any part/s thereof; all being of the Republic of India.
- (c) “*Day*” means a working day, in the State of Maharashtra, as notified by the State Government of Maharashtra from time to time.
- (f) “*Promoter Affiliates*” means any company/ies, entity/ies, concern/s or person/s who/which is/are nominee/s of, and/or group, holding, or affiliate, or subsidiary company/ies, entity/ies, or concern/s, of the Promoter, and/or associated, or affiliated, with the Promoter by contract, or otherwise.

15.11.2 In this Agreement:



- (a). unless the subject or context otherwise requires, reference to the word “include”, “includes” or “including” shall be construed as without limitation;
- (b). reference to the terms “herein”, “hereto”, “hereof”, or “thereof”, and any other similar terms refer to this Agreement and not to the particular provision in which the term is used, unless the subject or context otherwise requires;
- (c). bold typeface, headings and titles are used for convenience of reference only and shall not affect the construction of this Agreement, and/or limit, extend, or define any of the terms, conditions and provisions hereof;
- (d). wherever the Allottee/s has/have confirmed, and/or accepted, and/or acknowledged, and/or agreed to, and/or given any undertaking in respect of, any act, deed, matter, thing, item, action, or term or provision of this Agreement, the same means, and shall be deemed to mean, the irrevocable and unconditional confirmation, acceptance, acknowledgement, agreement, undertaking, declaration, representation and warranty on the part of the Allottee/s, in respect of, and/or in relation, to such act, deed, matter, thing, item, action, or provision;
- (e). wherever reference is made to the “discretion of the Promoter”, or “Promoter’s discretion”, and any grammatical variations thereof, the same means, and shall be deemed to mean, the sole, absolute and unfettered discretion of the Promoter, which irrevocably binds the Allottee/s and all other concerned persons, and which shall not be called into question, and/or challenged, and/or disputed in any manner, on any grounds whatsoever, by the Allottee/s and all concerned persons;
- (f). wherever reference is made to the “entitlement” of the Promoter, and/or the Promoter being “entitled”, and any grammatical variations thereof, the same means, and shall be deemed to mean, the full complete, absolute, exclusive and unfettered entitlement and liberty of the Promoter in its sole discretion, over, and/or in relation, to the act, deed, matter, or thing in question;
- (g). time is of the essence in respect of the performance by the Allottee/s of all his/her/their/its obligations, including financial obligations. If any time period specified herein is extended in writing by the Promoter in its discretion, such extended time period shall also be of the essence;



- (h). references to recitals, articles, clauses, schedules and annexures shall be reference to the recitals, articles, clauses, schedules and annexures contained in, or annexed to, this Agreement, as the case may be;
- (i). references to laws, rules or regulations, or to any provision/s thereof, shall include references to any such law, rules and regulations as they may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation, including rules or regulations, made from time to time under that provision;

15.12 Costs

- 15.12.1 Unless agreed and specified by the Parties all costs, charges, fine, fees, penalties, interest and expenses, including stamp duty and registration charges, all out-of-pocket charges, expenses, payable upon and in respect of this Agreement and all related documents and writings related and/or incidental to this Agreement, shall be borne and paid solely by the Allottee/s;
- 15.12.2 All costs, charges and expenses, stamp duty, registration charges, Taxes etc., arising, and/or fees payable to the Promoter's Advocates & Solicitors, etc arising and/or payable, in respect of all deeds, documents, instruments and writings incidental or related to this Agreement, and/or to be executed in pursuance hereof, that is: (i) transfer and conveyance of structure of the Project to the Project Entity & Organisation, (ii) transfers and conveyance of structures of the Balance Projects to the respective entities and organisations formed in respect thereof, (iii) the transfer and conveyance of the balance/remaining development of Sector A including the Common Areas & Amenities and certain Limited Common Areas & Amenities (but excluding the building structures transferred and conveyed to the respective entities & organisations) to the Project Entity & Organisation and the transfer of the Whole Project Land to the Apex Body/Federation; and all other related and incidental deeds, documents and writings including all costs, charges and expenses for preparing and engrossing the same, professional fees or charges payable to the Promoter's Advocates & Solicitors and towards stamp duty and registration fees, shall: (a) in respect of the documents and writings referred to in (i) above be proportionately borne and paid by the Allottee/s and by all other allottees/purchasers of Premises in the Sector A Project and/or the Project Entity & Organisation in respect of the Sector A Project, (b) in respect of, documents and writings referred to in (ii) above be proportionately borne and paid by the allottees and purchasers of all



Premises and/or the entities & organisations formed in respect of the Balance Projects, and (c) in respect of, documents and writings referred to in (iii) above by all entities & organisations to be formed and constituted in respect of Sector A and/or the Sub Plot-B Organisation, in respect of (iv) above shall be payable by the Apex Body/Federation and/or its constituents. The Promoter shall not be liable to bear and pay any such liabilities, or contribute towards the same.

15.13 Successors and Assigns

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

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

15.14 Laws

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

15.15 Dispute Resolution

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

15.16 Jurisdiction

This Agreement shall be governed in all respects by Applicable Law and subject to the provisions of Article (15.15) (Dispute Resolution) and courts at Thane shall have exclusive jurisdiction.

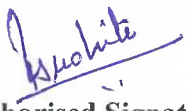
15.17 Survival

This Article (15.17), Article (11) (Consequences of Termination), Article (15.2) (Allottee/s Obligation of Confidentiality), Article (15.4) (Notices), Article (15.16) (Jurisdiction) and Article (15.15) (Dispute Resolution), and all other rights and obligations of the Parties that are held after, and/or are required to be observed and performed upon and after the termination of this Agreement, shall survive the termination of this Agreement, and the Parties shall continue to



	respectively hold such rights, and be bound, liable and obliged to comply with their obligations in respect thereof. 15.18 The Promoter and Allottee/s respectively state/s that they are respectively assessed to Income Tax and their respective Permanent Account Numbers are as mentioned in the Statement annexed hereto and marked Annexure 'I'.
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For Agile Real Estate Private Limited


Authorised Signatory
_____ **2024**

