AGREEMENT FOR SALE

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

BETWEEN

Simba Properties LLP, a limited liability partnership registered under the Limited Liability Partnership Act, 2008, having its registered office at Stadium House, 2nd Floor, Block I, 81/83 Veer Nariman Marg, Churchgate, Mumbai 400 020, LLP No. 1902, represented herein by its Designated Partner, Mr. Cyrus Mody, hereinafter referred to as the "**Promoter**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **One Part**,

AND

Mr. / Ms. / Mrs. _____, _____ _____Indian Inhabitant/s having his / her / their address at _____, **[or]** _____, **LLP**, a limited liability partnership, constituted under the Limited Liability Partnership Act, 2008, having its registered office at_____ _____, represented herein by its duly authorised partner _____, **[or] Messrs.** _____, a partnership firm, registered under the Indian Partnership Act, 1932, having its principal place of business at_____ ___, represented herein by its duly authorised partner_____, **[or]** _____ **Private Limited/Limited**, a company incorporated under the Companies Act, 1956, and existing under the Companies Act, 2013, having its registered office at _____, **[or]** _____ HUF, a Hindu Undivided Family, having its address at _____ _____, represented herein by its karta and manager_____, **[or]** _____ trustees of the private trust constituted under the Deed of Trust/Settlement dated _____, having their/its address at _____, **[or]** _____ **Trust**, a public trust registered under the _____ Act, 19_____, having its registered office at

_____, represented herein by its trustees, hereinafter referred to as the "**Allottee/s**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, in the case of a/an: (i) individual or individuals, his, her or their respective heirs, legal representatives, executors, administrators, successors and permitted assigns, (ii) limited company, or limited liability partnership, its successors and permitted assigns, (iii) partnership firm, the partners from time to time of the firm and the heirs, legal representatives, executors and administrators, of its last surviving partner its or their successors and permitted assigns, (iv) hindu undivided family, the karta and manager and the coparceners from time to time thereof and the survivors or survivor of them and the heirs, legal representatives, executors and administrators, of the last survivor of them, its or their successors and permitted assigns and (v) trust, the trustees for the time being and from time to time of the trust and the survivors or survivor of them and its/their successors and permitted assigns) of the **Other Part.**

The Promoter and the Allottee/s are hereinafter, wherever the context may so require, individually referred to as "**Party**" and collectively referred to as "**Parties**".

Whereas:

(A). Nanabhoy Jeeejeebhoy Private Limited, a company incorporated under the Companies Act, 1956, and existing under the Companies Act, 2013, having its registered office at [•] ('**NJPL**') is the de jure owner of lands, admeasuring in the aggregate approximately 370 Acres 22 Gunthas and 12 Ares, in Revenue Village Poisar, Taluka Borivali, District Mumbai Suburban in Greater Mumbai as described therein (hereinafter referred to as the "**Entire Lands**") and Bombay Real Estate Development Company Private Limited, a company incorporated under the Companies Act, 1956, and existing under the Companies Act, 2013, having its registered office at Noshirwan Mansion, 3rd Floor, Henry Road, Colaba, Mumbai 400 001 (hereinafter referred to as "**BREDCO**"), is the de facto owner of the Entire Lands with rights to alienate and develop the same.

(B). The Collector has, vide its Order dated 24th July, 2001 read with Order dated 10th January, 2002, *inter alia*, permitted the sub-division/amalgamation of a portions of the Entire Lands including: (i) land admeasuring approximately 3,001.5 square meters bearing City Survey No. 809/A/1/1/6 being reserved for Market Retail (hereinafter referred to as "**Market Retail Plot**") and (ii) land admeasuring approximately 3,360.9 square meters bearing City Survey No. 809/A/1/1/7 being reserved for Parking Lot (hereinafter referred to as "**Parking Lot**"), on the terms and conditions stated therein. The Market Retail Plot and the Parking Lot are hereinafter for brevity sake referred to as the "**Sale Land**".

(C). By and under an Agreement For Sale dated 16th October, 2019 (hereinafter referred to as the "**2019 Agreement**"), registered with the Office of the Sub-Registrar of Assurance at Borivali

under Serial no. BRL-6/11893 dated 16th October, 2019, made by and between NJPL as Owner of the First Part, BREDCO as BREDCO of the Second Part and the Promoter as Purchaser of the Third Part, NJPL and BREDCO have agreed to sell and convey, and the Promoter has agreed to purchase and acquire, the Sale Land, together with the benefit of the approvals, free from all encumbrances, claims, demands, doubts and disputes and with a clear and marketable title and together with the quiet, vacant and peaceful physical possession of the Sale Land. The sale and conveyance of the Sale Land in favour of the Promoter will be completed upon the compliance of the terms and conditions referred to in the 2019 Agreement;

(D). The latest D. P. Remarks reflects that the entire Sale Land is affected by reservations, that is, a portion of the Sale Land admeasuring approximately 3,001.5 square meters bearing City Survey No. 809/A/1/1/6 is affected by Market Retail and the balance portion of the Sale Land admeasuring approximately 3,360.9 square meters bearing City Survey No. 809/A/1/1/7 is affected by Parking Lot.

(E). The Promoter has, in the interim, obtained from the Municipal Corporation of Greater Mumbai (hereinafter referred to as the "**MCGM**") the initial approvals in respect of the development of the Sale Land (hereinafter collectively referred to as the "**Initial Approvals**"), including,: (i) its letter bearing reference no. CHE/A- 3990/BP(WS)/AR (hereinafter referred to as the "**Development Permission**") under which the MCGM has granted its permission to develop the Sale Land under Regulation No.17(1) of Development Control for Promotion and Regulation for Greater Mumbai, 2034 (hereinafter referred to as "**DCPR 2034**") upon the terms and conditions recorded therein, more specifically being (a) a portion of the Sale Land admeasuring 1,500.75 square meters reserved for public purpose of RSA1.2 (Retail Market with Vending Zone) ("**MCGM Reserved Plot**") should be carved out from the Sale Land and a building admeasuring 1,500 square meters (built-up area) together with adequate car-parking spaces as required under DCPR 2034 ("**Proposed Market Building**") is to be constructed thereon and the MCGM Reserved Plot together with the Proposed Market Building should be handed over to the MCGM, free of cost and the car-parking spaces shall be for the exclusive use of the MCGM and (b) a parking lot being reservation RT1.6 admeasuring 4,201.13 square meters (built-up area) ("**MCGM Parking Lot**") is to be constructed and handed over to the MCGM, free of cost. (ii) the Intimation of Disapproval bearing no. CHE/A- 3990/BP(WS)/AR/IOD/1/New, (hereinafter referred to as the "**IOD**"), (iii) the Commencement Certificate bearing reference no. CHE/A-3990/BP(WS)/AR/CC/1/New on 11th November, 2019 issued by the MCGM (hereinafter referred to as the "**Commencement Certificate**"), and (iv) its letter bearing reference no. CHE/A-3990/BP (WS)/LOR (hereinafter referred to as the "**Lay-out Approval**") under which the MCGM has approved the layout of the Sale Land upon the terms and conditions recorded therein;

(F). In accordance with the Development Permission, the Promoter: (i) has carved out a portion of the Sale Land admeasuring approximately 1,500.75 square meters, shown delineated by a [•]

colored boundary line on the plan annexed hereto and marked **Annexure** '**A**' (hereinafter referred to as the "**MCGM Reserved Plot**") and will construct thereon a building admeasuring approximately 1,500 square meters (built-up area) and shall, hand over to the MCGM, free of cost, the MCGM Reserved Plot and the building to be constructed thereon, in accordance with the Development Permission. The Promoter has handed over the representative possession of the MCGM Reserved Plot upon the terms and conditions contained in the Advance Possession Receipt bearing reference no. CHE/A- 3990/BP(WS)/AR and (ii) shall construct a parking lot admeasuring approximately 4,201.13 square meters (built-up area) (hereinafter referred to as "**MCGM Parking Lot**") in the basement of the Composite Building (defined hereinafter) for the exclusive use of the MCGM, free of cost and free from encumbrances and the Apartment holder shall be bound to abide by the terms and conditions of the Initial Approvals and the Approvals (defined hereinafter) in respect of the same and the Promoter shall upon construction of the MCGM Parking Lot hand over the same to the MCGM, in accordance with the Development Permission;

(G). The aforesaid Sale Land (comprising the Market Retail Plot and the Parking Lot) less the MCGM Reserved Plot admeasuring approximately 1,500.75 square meters (which has been, or shall be, handed over to the MCGM during the course of development) admeasures approximately 4,861.65 square meters and is more particularly described in the **First Schedule** hereunder written and shown demarcated in [•] colour boundary line on the plan annexed hereto and marked **Annexure** '**A**' (hereinafter referred to as the "**Whole Project Land**");

(H). The Promoter shall exclusively own, hold and enjoy, the entire current, enhanced, future and estimated/projected/envisaged, FSI, premium/ paid FSI, fungible FSI, incentive/ additional/ compensatory FSI, floating FSI, DR, TDR, and other development potential, benefits, potential, yield, and/or advantages, and/or as may be available on any account whatsoever, and/or any other rights and/or benefits of any nature whatsoever, and by whatever name called or may be, available, or acquired, under any Applicable Law (defined hereinafter), or otherwise howsoever, including by way of hand over and/or transfer, to any governmental authority/ies or persons, of any or all of the reservations or any part/s of the Whole Project Land (hereinafter collectively referred to as "**Development Potential**").

(I). The Promoter intends to develop the Whole Project Land in three phases over a period of time, by constructing thereon a complex to be known as "Viceroy Savana" (hereinafter referred to as "**Whole Project**"), that is, the development and construction thereon, of a composite residential-cum-public parking lot building (hereinafter referred to as the "**Composite Building**") comprising of two proposed multi-storied buildings, to be respectively known as Tower 'A' (i.e., Wing 'A' as per Approvals (defined hereinafter)) and Tower 'B' (i.e., Wing 'B' as per Approvals (defined hereinafter)), each having upto thirty-four habitable floors, together with two basements (to accommodate the MCGM Parking Lot), ground/stilt, five parking podiums, one non motorable

landscaped podium and together with various infrastructure, amenities and facilities including multi-level/ mechanical parking spaces thereon. It is clarified by the Promoter that each phase of the Whole Project (as and when undertaken) will comprise of earmarked sections of Composite Building and it is expressly informed by the Promoter and understood and accepted by the Allottee/s that the Promoter will be submitting, in phases, the aforesaid proposed revised plans for sanction to the MCGM and the development will be carried out by the Promoter (on its own account and for its own benefit) in phases, in accordance with the plans sanctioned from time to time, so as to utilize the maximum Development Potential of the Whole Project Land. It is to be further clarified that:

(I). The ground floor of the Composite Building will have the retail premises/shops shown shaded in [•] on the plan annexed hereto and marked **Annexure** '**B**' (hereinafter referred to as the "**Project Shops**") and the habitable floors of Tower 'A' and Tower 'B' will have residential flats shown shaded in [•] on the plan annexed hereto and marked **Annexure** '**B**' (hereinafter referred to as the "**Tower A&B Flats**"). The Project Shops and the Tower A&B Flats and hereinafter collectively referred to as the "**Premises**";

(II). The Promoter has earmarked separate access thereto, shown shaded in [•] on the plan annexed hereto and marked **Annexure** '**B**', as the car-parking spaces to be allotted to the allottees and purchasers of the Premises

(III). The MCGM Parking Lot will be a part of the Composite Building and the Promoter has earmarked the entire two level basement for the construction of the same and the Promoter has earmarked a separate access to the same as shown shaded in [•] on the plan annexed hereto and marked **Annexure** '**B**';

(IV). As a part of the Whole Project, the Promoter also intends to develop and construct various areas, amenities, utilities on the ground floor, the podium and rooftop (hereinafter referred to as the "**Common Areas & Amenities**"). The Common Areas & Amenities have been earmarked/designated for the exclusive use and benefit of the purchasers and allottees of the Project and Tower A/B Flats in the Balance Projects and the purchasers and allottees of the Project Shops in the Balance Projects shall not be entitled to utilize the same, the location thereof are shown/reflected on the plan annexed hereto and marked **Annexure** '**B**'.

(J). One of the aforesaid phases is the development and construction of Tower A/B Flats in the Composite Building, together with the common areas and amenities attributable thereto as described in Part A of the Statement annexed hereto and marked **Annexure 'C'** (hereinafter referred to as the "**Limited Common Areas & Amenities**"). The development and construction of Tower A/B Flats in the Composite Building and the Limited Common Areas & Amenities is hereinafter referred to as the "**Project**". The development and construction of the Project Shops

and Tower A/B Flats in the Balance Projects and the limited common areas and amenities respectively attributable thereto are hereinafter collectively referred to as the "**Balance Projects**".

(K). The subject matter of this Agreement is an agreement to allot and sell an apartment in the Project and the Allottee/s shall not be concerned with any part of the MCGM Parking Lot and/or any other part of the MCGM Reserved Plot, save as provided in this Agreement.

(L). The Promoter has registered the Project as a "real estate project" as defined under the Real Estate (Regulation & Development) Act, 2016 and the rules made thereunder, including the applicable Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rate of Interest and Disclosures on Website) Rules, 2017 and such amendments, enactments, modification including orders, regulations, circulars and notifications issued from time to time (hereinafter referred to as "**RERA**") with the Maharashtra Real Estate Regulatory Authority, Mumbai bearing MahaRERA Registration No.____. A photocopy of the Certificate evidencing such registration is annexed hereto and marked **Annexure** '**D**'.

(M). The Promoter/Developer intends to allot and sell any or all of the Premises on an "ownership basis" under the applicable provisions, from time to time, of RERA and the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "**MOFA**") (as applicable), and/or the grant of leases, tenancies, licences, and/or any other alienation or disposal of such Premises, as the Promoter deems fit, in its discretion.

(N). The Promoter has obtained certain Approvals (defined hereinafter). Wherever the term (i). "*Approvals*" is used in this Agreement, the same shall mean and include all approvals, permissions, sanctions, licences, and no objection certificates/letters, by whatever name called, obtained, in the process of being obtained, and to be obtained, under Applicable Law (defined hereinafter), as the Promoter may consider necessary and expedient, and/or as required by any concerned authority/ies, inter alia, in relation to the development of the Project, and/or, inter alia, in relation to the Whole Project Land, or any part thereof, and includes specifically: (1) the Initial Approvals in respect of the Project, and (2) the Commencement Certificate issued by the MCGM in respect of the Project, copies whereof are annexed hereto and marked **Annexure** '**E-1' and Annexure 'E-2**', together with all further Commencement Certificates and other approvals, permissions, sanctions, licences, no objection letters/certificates, and together with renewals, extensions, revisions, amendments and modifications thereof, from time to time, as the Promoter may consider necessary and expedient, or for the betterment of the Project, in its discretion, and/or as required by the MCGM, and/or any concerned authorities (hereinafter collectively referred to as "**Approvals**") and (ii) "Plans" is used in this Agreement, the same means and includes the plans, drawings and layout as currently approved and sanctioned by the MCGM and the concerned authorities in respect of the Project, and includes plans, drawings and layouts as may, from time

to time, be submitted by the Promoter in its discretion, in respect of the the Project and/or any part thereof, and/or as may be sanctioned and approved from time to time in respect of the Project together with any amendments, alterations, modifications, additions, extensions, renewals, etc. in respect thereof as the Promoter may consider necessary and expedient, in its discretion, and/or as required by any concerned authorities (hereinafter referred to as the "**Plans**").

(O). The Promoter has obtained a Certificate of Title dated [•] issued by Messrs. M. T. Miskita & Company, Advocates & Solicitors in respect of the Promoter's title to Whole Project Land (hereinafter referred to as the "**Certificate of Title**"), a photocopy of which is annexed hereto and marked **Annexure** '**F**'.

(P). The Promoter has appointed architects, registered with the council of architects (hereinafter referred to as the "**Project Architect**", which includes any architect/s or licensed surveyors registered with the local planning authority like MCGM, that have been appointed, from time to time, by the Promoter in relation to the Project) and a project engineer (hereinafter referred to as the "**Project Engineer**", which includes any structural and/or civil engineers, that have been engaged, from time to time, by the Promoter in relation to the Project) in respect of the design and execution of the Project and has accepted their professional supervision till the completion of the Project, that is, the completion of the entire construction of the Project and receipt of the occupation certificate/s in respect thereof (hereinafter referred to as the "**Project Completion**").

(Q). The Allottee/s has/have approached, and applied to, the Promoter, for allotment to the Allottee/s, of a proposed s apartment in the Project, described in **Annexure 'G'** hereto, shown on the typical floor plan thereof hereto annexed and marked **'G'** and more particularly described in the **Second Schedule** hereunder written (hereinafter referred to as the "**Apartment**"), with the right to use, as an amenity thereto, of the vehicle parking space/s described in **Annexure 'H'** hereto, and described in the **Second Schedule** hereunder written, the location and designated number of which will be determined by the Promoter and notified to the Allottee as provided herein (hereinafter referred to as the "**Parking Space/s**"). In this regard, the Allottee/s has/have demanded from the Promoter, and the Promoter has given to the Allottee/s, inspection of the documents and records relating to the Whole Project Land and the Project, as well as all other documents specified under RERA and MOFA (as applicable), including the Plans and Approvals as required to be disclosed. The Promoter has provided to the Allottee/s, inspection of the Certificate of Title dated [•] issued by Messrs. M.T. Miskita & Company, Advocates & Solicitors in respect of the Promoter's title to the Whole Project Land. The Allottee/s has/have satisfied himself/herself/themselves/itself in respect thereof, including the title of the Promoter to the Whole Project Land, and the Promoter's right to develop the Whole Project, including the Project, and its status.

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

(S). Under the provisions of RERA and MOFA (as applicable), the Parties are required to execute an agreement for sale, being this Agreement, and to register the same under the provisions of the Indian Registration Act, 1908.

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

ARTICLE 1 – AGREEMENT FOR ALLOTMENT & SALE

1.1 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 the Second Schedule, which is shown on the typical floor plan thereof annexed hereto and marked **Annexure 'G-1'** and which is more particularly described in the **Second Schedule,** hereto at or for the agreed purchase price and consideration payable by the Allottee/s as set out in **Annexure** "**I**" hereto (hereinafter referred to as the "**Purchase Price**")**.** A plan depicting various areas of the Apartment is annexed hereto and marked **Annexure** '**G-2'**.

1.2 The carpet area of the Apartment is stated in the Statement annexed hereto as **Annexure ''J '**, as 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 or verandah area (if any) and exclusive open terrace area (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.

1.3 The Allottee/s shall also have a right and entitlement 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 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 by the Date Of Offer Of Possession (defined hereinafter).

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

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

1.5.1. 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**");

1.5.2. The Limited Common Areas & Amenities shall be used and enjoyed by the allottees, purchasers and occupants from time to time of Premises in the Project and likewise the limited common areas & amenities attributable to the Balance Projects shall be respectively used and enjoyed by the allottees, purchasers and occupants of such Balance Projects The Common Areas & Amenities, which are in respect of the Whole Project, shall be used and enjoyed from time to time by, *inter alia*, the allottees, purchasers and occupants, of Premises in the Project and the Tower A/B Flats of the Balance Projects alone;

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

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

1.5.3.2 the warranties of equipment, machinery and various other amenities, infrastructure and facilities installed by the Promoter in the Project and/or the Apartment 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 the allottees in the Balance Projects and/or the Entity & Organisation, and/or the Apex Body (defined hereinafter), as the case may be; and,

1.5.3.3 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.

ARTICLE 2 - PURCHASE PRICE

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 'I'**, and in terms of this Article (2), or within [●] 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 'I'** 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; and,

(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 all the TDS Certificates in respect of the Purchase Price on or before the Date Of Offer Of Possession (defined hereinafter), failing which the Promoter shall be entitled to withhold possession of the Shop until such time the Allottee/s furnish to the Promoter all the the TDS Certificate in respect of the Purchase Price.

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**	**Amount (Rupees)**
1.	(a)	Share Money in respect of the Entity & Organisation (defined hereinafter) (If Corporate then Rs. 1200)	620.00
	(b)	Corpus Fund for Project	1,00,000.00
	(c).	Monthly Maintenance @ Rs. 12/- (Rupees Twelve Only) per square foot on RERA Carpet Area for eighteen(18) Months (Excluding Property Tax)	-
	(d)	Entity & Organisation (defined hereinafter) Formation charges	25,000.00
	(e)	Legal & Documentation charges	25,000.00
	(f)	MSEB and Water metre charges.	As Per Actuals
	(g)	Gas Connection Charges	As Per Actuals
2.		Apex Body Corpus Fund (defined hereinafter) @ Rs.150/- (Rupees One Hundred and Fifty Only)per square foot.	-

It is hereby clarified that if any Taxes (defined hereinafter) are applicable on the aforesaid amounts, then the Allottee/s shall be liable to bear and pay the same in addition to the aforesaid amounts.

2.3.2 The amounts of the Other Charges & Deposits have been separately agreed, recorded in writing and signed by the Parties/Allottee/s and shall form part of this Agreement, and the same are non-refundable. The Other Charges & Deposits referred to in this Article (2), and/or elsewhere in this Agreement, shall be determined by the Promoter, in its discretion, and/or calculated, and/or based on the Carpet Area (RERA) and open or enclosed or utility balconies 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. The corpus fund payments referred to in Sr. No. 1(b) of the Table contained in clause 2.3.1 are hereinafter collectively referred to as the "**Project Corpus Fund**", and the corpus fund payments referred to in Sr. No(3) of the Table contained in clause 2.3.1 is hereinafter referred to as the "**Apex Body Corpus Fund**".

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 shall be retained by the Promoter until the formation of the Entity & Organisation (defined hereinafter) and hand over of Project in terms of this Agreement. The Promoter shall be liable to render account of such amounts only to the Entity & Organisation (defined hereinafter) and not individually to any persons, including the Allottee/s, at any time. It is further clarified that the Apex Body Corpus Fund shall be retained by the Promoter until the formation and registration of the Apex Body (defined hereinafter) and thereafter shall be dealt with as provided in this Agreement.

2.3.5 Within fifteen (15) Days from the Date of Offer of Possession (whether or not the Allottee/s has/have taken possession of the Apartment or not), the Allottee/s shall be liable to bear and pay in respect of the Apartment, his/her/their/its proportionate share (that is, based upon the Carpet Area (RERA) 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 the Limited Common Areas & Amenities and the 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 Whole Project, including the Project and other charges and levies of like nature, payable in respect of Whole Project, including the Project and the Apartment, to all concerned authorities and/or any private bodies, the Project Management Consultant approved by it in respect of the Project, or Whole Project as the case may be (hereinafter referred to as the "**PMC**") security agencies, house-keeping agencies, and other persons.

2.3.6 The Promoter shall raise periodic bills upon the Allottee/s in respect of his/her/their/its share of the Other Charges & Deposits in advance for each month, after a period of twelve (12) months from the date of receipt of the occupation certificate/s in respect of the 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 The Apex Body Corpus Fund shall, as stated aforesaid, be retained by the Promoter until the formation and registration of the Apex Body (defined hereinafter) and shall be utilised for the maintenance and upkeep of the 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's Affiliates (defined hereinafter), in its discretion, from time to time; which form part of the Whole Project Land (hereinafter referred to as the "**External Infrastructure**").

2.3.8 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.

2.3.9 The Promoter shall, in the interest of the Allottee/s, and Whole Project, take decisions regarding management and allocation of funds/monies, and the type, mode, quality of services to be provided, in respect of Whole Project, and the management and administration thereof;

2.3.10 The Allottee/s agree/s that until the formation and registration of the Entity &Organization (defined hereinafter) and execution of the Deed/s of Transfer 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 the Whole Project. During such time, the Allottee/s shall pay, and the Promoter and/or the PMC shall collect, all contributions towards maintenance charges, outgoings and other charges.

ARTICLE 3 - DEVELOPMENT: PROMOTER'S RIGHTS & ENTITLEMENTS

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

3.1 **The Project**

3.1.1 The Promoter may make minor additions or alterations as may be required by the Allottee/s, or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended by the Project Architect and/or Project Engineer and/or if required by concerned authorities.

3.1.2 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by concerned authorities at the time of sanctioning the plans or thereafter and shall, before the Date of Offer of Possession (defined hereinafter) obtain from the MCGM, the Occupation Certificate in respect of the Project, or any part/s thereof.

3.1.3 Time is the essence of the contract for the Promoter as well as the Allottee/s. The Promoter shall hand over the Apartment to the Allottee/s in accordance with this Agreement. Similarly, the Allottee/s shall make timely payments of all installments of the Purchase Price and other dues payable by him/her/it and meeting, complying with and fulfilling all its other obligations under this Agreement.

3.2 **Whole Project**

3.2.1 The Promoter contemplates that: (i) an overall Development Potential of approximately [●] square metres shall, or may, arise out of, and/or be attributable to, and/or be utilisable upon the Whole Project Land, and (ii) out of the part/portion of the Development Potential to be utilised in Whole Project, the part/portion of the Development Potential to be utilised in the Project is _____ square meters.

3.2.2 The concerned authorities have set out, and may set out, any terms, conditions and restrictions which may apply to, and have to be complied with, by the Promoter, and/or the purchasers and allottees of Premises in Whole Project.

3.2.3 The Promoter shall be entitled in its discretion as it deems fit to allocate and distribute all vehicle parking spaces in respect of Whole Project, which include two-wheeler and four-wheeler parking spaces, excluding bicycle parking spaces.

3.2.4 The Common Areas & Amenities and the Limited Common Areas & Amenities shall be completed and/or available on or before the date on which the full occupation certificate/s and all other Approvals in respect of the Composite Building is/are received by the Promoter.

3.3 **General**

3.3.1 The Promoter solely and absolutely, owns and is in the charge and control of the Whole Project Land, the entire Development Potential, and has, and shall always have, the entire, exclusive overriding, and irrevocable interest and power, entitlement and authority to develop, from time to time, in a phased manner, over such period of time upto the projected/estimated date for the full completion of the Whole Project, being the date on which the full occupation certificate/s and all other Approvals in respect of the last phase of the Whole Project have been received by the Promoter from concerned authorities (hereinafter referred to as the "**Whole Project Completion**") and in such sequence or order (the same being dynamic in nature) all projects and phases upon the Whole Project Land, including by submitting any part/s or portions thereof, under any Applicable Law (defined hereinafter) including the DCPR and by dealing with, distributing, apportioning, utilising and transferring, the Development Potential, in such manner, to such extent, and at such intervals, as the Promoter/Developer deems fit, in its discretion, upon any part/s or portion/s of the Whole Project Land. The Allottee/s confirm/s and acknowledge/s that all the Balance Projects to be developed upon the Whole Project Land and/or the plans, layout plans, approvals etc. in respect thereof, being implemented, or to be implemented in future are not the subject matter of this Agreement and Allottee/s have no right or interest in respect thereof.

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

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

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

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

(c) designate, allocate, reserve and/or relocate, realign, modify, and amend from time to time, Limited Common Areas & Amenities, and any limited common areas & amenities in respect of the Balance Projects and the Common Areas & Amenities in respect of the Whole Project, vehicle parking spaces, in respect of Whole Project including the Project and/or any part thereof, including in pursuance of Applicable Law (defined hereinafter), and/or by virtue of any approvals, and/or as may be required by the concerned authorities;

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

(e) allot and/or grant on lease or otherwise howsoever any areas or spaces in the Whole Project Land, and/or Whole Project including the Project to utility service providers including electrical, telecommunication, gas etc. service provider/ supplier or any concerned authorities;

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

3.4 **Allottee/s Confirmations**

3.4.1 The Promoter proposes to develop Whole Project, including the Project (by utilization of a part of the Development Potential) in the manner more particularly provided in this Agreement and the Allottee/s has/have agreed to purchase the Apartment based on the unfettered and vested rights of the Promoter in this regard. Accordingly, the Allottee/s hereby confirm/s personally and as a prospective member/s of the applicable Entity & Organisation (defined

hereinafter), as follows, which are and shall always be the essence of this Agreement, that is:

(a). all the matters, and the rights, powers, authorities, discretions, and entitlements of the Promoter, as recorded and contained in this Agreement including Articles (3) and (4), and the Promoter's intent and desire in respect of the Whole Project Land and the developments thereof; and,

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

ARTICLE 4 - TAXES

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 as and when they are levied, charged, become due and payable, upon the Purchase Price, Interest (defined hereinafter), Liquidated Damages (defined hereinafter), Other Charges & Deposits and the Taxes (defined hereinafter) 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 (hereinafter, collectively referred to as the "**Aggregate Payments**").

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 referred herein, and/or upon the Entity & Organisation to be formed and/or and/or the Apex Body (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, impositions, levies, or charges, in the nature of indirect tax, or in relation thereto, that is/are imposed or levied by any concerned authority.

ARTICLE 5 – POSSESSION: DEFECT RECTIFICATION

5.1 Subject to and upon the provisions of this Article (5), the Promoter shall endeavour to offer possession of the Apartment, to the Allottee/s, on, or by, the Date Of Offer Of Possession. Wherever the term "Date Of Offer Of Possession" appears in this Agreement the same shall mean the date of a written communication to be addressed by the Promoter to the Allottee/s under which the Promoter shall offer possession of the Apartment in terms of this Article (5) hereinbelow; which is currently estimated by the Promoter to be the date stated in **Annexure 'J '** hereto subject to Force Majeure (defined hereinafter).

5.2 The Promoter shall, address a communication (in writing) to the Allottee/s offering an inspection of the Apartment, on a specific date and time fixed by the Promoter. The Allottee/s shall thereupon undertake such inspection along with the Promoter's Engineer, being the engineer who is responsible for the day to day activities of the Whole Project (hereinafter referred to as the "**Promoter's Engineer**") (or their authorized representatives), and satisfy himself/herself/themselves/itself that the Apartment has been constructed as per the Approvals and the Apartment Amenities have been provided as per this Agreement. If, during the course of such inspection, the Allottee/s points out to the ProjectEngineer any defects or deficiencies in respect of the Apartment, the Project Engineer shall, if such objection/s raised by the Allottee/s is/are valid, enter the same, upon an inspection sheet which shall be signed by the Allottee/s and the Project Engineer. Thereupon the Promoter shall endeavour to rectify and remedy such defects or deficiencies prior to the Date of Offer of Possession, as are solely entered upon the Inspection Sheet. If the Allottee/s fails to attend at the inspection he/she/they/it shall be deemed to have fully accepted the construction, state and condition of the Apartment.

5.3 The Allottee/s shall, no later than fifteen (15) Days from the Date of Offer of Possession, make payment of all the then balance/remaining Aggregate Payments and complete all formalities in respect thereof, including: (a) executing an undertaking in terms of a draft prepared by the Promoter, and (b) paying a security deposit (as determined by the Promoter) to the Promoter, which shall be refundable upon completion of the interior works

of the Allottee/s in the Apartment and after adjustment of the actual cost of electricity, water, utilities, debris removal and other direct expenses that may be incurred by the Promoter. Thereafter, the Promoter shall issue to the Allottee/s a no dues letter (hereinafter referred to as the "**Allottee/s No Dues Letter**"). Without prejudice to the above, the Allottee/s shall take possession of the Apartment no later than fifteen (15) Days from the issuance of the Allottee/s No Dues Letter failing which the Allottee/s shall be solely responsible/liable for all loss or damage that may be suffered by the Promoter on account thereof.

5.4 If the Date of Offer of Possession has occurred and the Allottee/s has/have not complied with any of his/her/their/its obligations under this Agreement, including this Article (5), and/or the Allottee/s refuse/s to take possession of the Apartment, then the same shall be an Allottee/s Event of Default (defined hereinafter). Without prejudice to its other rights under this Agreement, the Promoter may, in its discretion, condone the delay, and/or default, by the Allottee/s on the condition that the Allottee/s shall, in addition to all its other liabilities and obligations herein, including payment of all Aggregate Payments, bear and pay to the Promoter separate/independent pre-estimated fixed charges, in addition to (and not in substitution of) interest, calculated at the rate of Rupees One Hundred only per square meter Carpet Area (RERA) of the Apartment per month (hereinafter referred to as the "**Holding Charges**") after the expiry of two months from the Date of Offer of Possession or on such dates and at such intervals as the directs, till the Allottee/s is/are in full compliance of this Agreement, including this Article (5). Further, the Allottee/s shall have no right or any claim in respect of any defects, or shortcomings in the construction, design, specification, building materials, etc. of the Apartment and/or the Project and he/she/they/it shall be deemed to have irrevocably confirmed that he/she/they/it is/are fully satisfied in respect thereof. 5.5 The Allottee/s agree/s and confirm/s that there could be variation in the Carpet Area (RERA) of the completed Apartment on physical measurement thereof, to the extent of three per-cent of the Apartment as a result of construction/execution/finishing or measurement variances, etc. The Allottee/s accept/s the same and agrees that he/she/they/it shall not claim any adjustment, or reduction, in the Purchase Price on account of such variation (if any). However, if the Carpet Area (RERA) of the constructed Apartment increases or decreases over and above the variation/tolerance referred above, the Purchase Price shall vary accordingly, that is: (i) if there is a reduction, the amount reduced shall be adjusted by Promoter at the time of offering possession of the Apartment, and (ii) if there is an increase, then the increased amount shall be payable by Allottee/s to the Promoter prior to taking possession of the Apartment. It is clarified that the payments to be made by the Promoter/Allottee/s, as the case may be, under this Article (5), shall be made at the same rate per square meter on pro-rate/ proportionate basis.

5.5 After the Allottee/s is/are permitted to enter upon the Apartment, after the Date of Offer of Possession, the Allottee/s shall have and/or be deemed to have taken full, complete and detailed inspection thereof and approved the same in all respects and it shall be deemed to have been completed in all respects in accordance with the terms and conditions of this Agreement.

5.6 The Allottee/s: (i) shall on and after taking possession of the Apartment, pay a security deposit as determined by the Promoter for and towards properly carrying out the interior works in the Apartment, (ii) ensure his/her/their/its interior works in the Apartment, and/or any debris, do not obstruct, and/or damage, the Common Areas & Amenities and/or Limited Common Areas & Amenities and/or prejudice, affect or hinder in any manner the efforts and actions of the Promoter to obtain the balance/remaining Approvals in respect of Whole Project including the Project, and/or are not a nuisance or annoyance to any occupants of the Project, and (ii) undertake/s not to cause any damage to the Apartment, the Project, and/or the Whole Project Land, or any part of thereof, and in the event any damage is caused, the Allottee/s agree/s that the Promoter shall be entitled to deduct such amount at its discretion such amount from the said security deposit as mentioned in this Article (5.4) towards any such hindrance/damages caused while carrying out the interior works in the Apartment and refund balance if any from security deposit on completion of work and the Allottee/s further agree/s and undertake/s to reimburse the Promoter all costs related to the remediation and rectification thereof if any over and above the security deposit.

5.7 The Allottee/s also accept/s acknowledge/s that as on the Date of Offer of Possession, the construction works in the Apartment shall have been completed, but that there shall, or may, be project development and construction works ongoing at such time, including in respect of the Common Areas & Amenities and Balance Projects.

5.8 Notwithstanding anything to the contrary in this Agreement the Promoter shall always be entitled, in its discretion to complete any part/portion or floor of the Project and apply for and obtain part occupation certificate/s thereof, whereby, on the Date of Offer of Possession, the Allottee/s shall be obliged, and undertake/s, to take possession of the Apartment for occupation on the basis of such occupation/part occupation certificate which relates to the Apartment. Thereafter, the Promoter shall, without any hindrance or objection by the Allottee/s, be entitled to carry out by itself or through its contractors or otherwise all remaining development and work in respect of the Project and/or Balance Projects.

5.9 If, on, or prior to, the Date of Offer of Possession, there are any Aggregate Payments and/or Taxes that are due and payable by the Allottee/s, and/or there are any other obligations herein of the Allottee/s to be performed, the Allottee/s shall be entitled to the possession

of the Apartment and the use of the Parking Space/s as aforesaid, only upon he/she/they/it having made all payment thereof to the Promoter and/or complied with such obligation.

5.10 The Promoter has notified the Allottee/s and the Allottee/s is/are aware that the Common Areas & Amenities are to be exclusively used and enjoyed by all allottees and purchasers of the Tower A/B Flats in the the Balance Projects , and that the same will be completed on or before the Whole Project Completion subject to Force Majeure (defined hereinafter).

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

5.12 If there is a delay and extension of the Date of Offer of Possession (excluding on account of any Force Majeure (defined hereinafter)), then the sole remedy of the Allottee/s, on being notified (in writing) by the Promoter of the same, shall be to either: (i) continue with this Agreement, and accept the revised/extended Date of Offer of Possession as estimated and decided by the Promoter in its discretion, or (ii) to terminate this Agreement by giving a written notice to the Promoter; provided that the aforesaid right of termination shall be exercised by the Allottee/s by addressing and delivering to the Promoter the aforesaid written notice no later than fifteen (15) Days from being notified in writing by the Promoter/Developer, as aforesaid, of such delay, failing which the Allottee/s shall have deemed to have irrevocably opted and elected to continue with this Agreement, and shall be deemed to have waived his/her/their/its aforesaid option to terminate this Agreement, and shall have accepted, and be deemed to have accepted, all future revisions/extensions of the Date of Offer of Possession, from time to time, without any liability or obligation whatsoever on the part of the Promoter

5.13 If the Allottee/s has/have opted to terminate this Agreement, and has terminated the same in strict accordance with Article (5.14), then the Promoter shall refund to the Allottee/s the Purchase Price installments, received and realised by the Promoter together with Interest

(defined hereinafter) from the date such payments were received and realized by the Promoter. In a situation of termination other than by virtue of Force Majeure (defined hereinafter), the Promoter shall additionally pay one-time fixed pre-estimated liquidated damages of Rs. 100/- (Rupees One Hundred only) per square meter of the Carpet Area (RERA) of the Apartment (which the Parties consider to be reasonable, and not as a penalty), and no other penalties, damages or liabilities. Upon such termination, the Allottee/s shall be bound and liable to execute and register a Deed of Cancellation recording such termination and cancellation of this Agreement, however the date of the Allottee/s aforesaid notice of termination shall be deemed to be the date on which this Agreement has stood terminated and cancelled. The aforesaid amounts shall be refunded/paid within thirty (30) Days from the execution and registration of the Deed of Cancellation by the Allottee/s.

5.14 If within a period of five (5) years from the date of handing over the Apartment to the Allottee/s, the Allottee/s brings to the notice of the Promoter any Construction Defects (defined hereinafter) in the Apartment, then, wherever possible, the same shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under RERA. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee/s and/or any other allottees in the Project or Whole Project. Wherever the term "Construction Defects" appears in this Agreement the same shall mean defects in the materials used in the construction of the Project which would result in the failure of a component part thereof or result in damage thereto; and shall always exclude wear and tear, loss or damage due to Force Majeure(defined hereinafter), minor changes/cracks on account of any variation in temperature/weather, misuse, unauthorised or non-permitted alterations, renovations or repairs and loss or damage caused by any act, omission, negligence, and/or failure to undertake proper and effective care and maintenance as a prudent person would. Construction Defects shall also always exclude loss or damage caused by any act, omission, negligence, and/or failure to undertake proper and effective care and maintenance as a prudent person would.

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

ARTICLE 6 - RECREATIONAL FACILITIES IN THE WHOLE PROJECT

6.1 The Common Areas & Amenities, are for the exclusive benefit, usage and enjoyment of all allottees/purchasers and occupiers of the Tower A/B Flats in the Balance Projects. Subject to the Allottee/s of the Tower A/B Flats of the Balance Projects complying with, observing and performing all the terms, conditions and provisions of this Agreement, including making payment of the Aggregate Payments, the Allottee/s will be entitled to apply for and take up membership of the proposed fitness centre, and after the Whole Project Completion subject to Force Majeure (defined hereinafter), the Allottee/s may access, use, and enjoy the same, in respect of which the Allottee/s of the of the Tower A/B Flats in the Balance Projects 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 Fitness Centre and Swimming Pool (as per DCR 2034) shall be provided at/above the sixth podium to be located below the first habitable floor of the Composite Building

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

6.3.1 the fitness center and recreational facilities shall be constructed and shall have the equipment, infrastructure, amenities and facilities as the deems fit, in its discretion;

6.3.2 the use, benefit and enjoyment of the fitness center and recreational facilities shall be, inter alia, for certain allottees, purchasers and occupiers of Premises in the Whole Project (collectively, "**Users**");

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

6.3.4 The entitlement to use the fitness center and recreational facilities is and shall be personal to the Allottee/s, and is not transferable or assignable in any manner; provided that on the completion of any permitted sale and transfer of the Apartment by the Allottee/s, to any persons ("**Premises Transferees**"), the Premises Transferees shall solely be entitled to use and enjoy the fitness center and recreational facilities in the place and stead of the Allottee/s (who shall

automatically and forthwith cease to be entitled to access, and enjoy the same), subject to the Premises Transferees making the necessary applications for membership and completing all formalities and payment of any charges as may be required of them, at such time. Under no circumstances, shall the Allottee/s or any Premises Transferees be entitled to use, enjoy or access the fitness center and recreational facilities after he/she/they/it have sold and transferred the Apartment.

6.3.5 There may be recreational, social and other related events, performances, activities, parties, gatherings, etc. held in the fitness center, and/or in the recreational facilities during the day or night, by the , and/or the PMC, and/or Users. The Allottee/s, for himself/herself/themselves/itself and as a member of the applicable 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;

6.3.6 If, prior to the operations, administration, management, charge and control of the Common Areas & Amenities is handed over to the Apex Body (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 Entity & Organisation (defined hereinafter) and/or the Apex Body (defined hereinafter). In the event of substantial number of such Users delay or default in payment of such additional amount demanded by the Promoter and/or the PMC, the Promoter and/or the PMC shall not be obliged to operate, and/or manage, and/or maintain the Common Areas & Amenities, and it/they may, in its/their discretion, stop or suspend the same till receipt of such amounts as it/they determine/s necessary, in its/their discretion.

6.3.7 In addition to the charges and expenses referred to in Article 6.3.6 , 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 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.

ARTICLE 7 - OTHER RIGHTS & POWERS OF THE PROMOTER

7.1 The Promoter may also avail of financial assistance, including any construction/corporate loans, infrastructure loans, from bank/s, financial institution/s, and/or person/s against

security of any part/s of the Whole Project Land, and/or in respect of the Project and/or the Balance Projects upon the Whole Project Land, or any parts thereof, or any receivables, which have been, or may be, mortgaged, or charged to such banks and/or financial institutions and/or other persons as security for repayment of the financial assistance taken from them. As part of any such arrangement by the Promoter, all or any of the responsibilities and/or obligations and rights of the Promoter under this Agreement may be transferred to any other person. The Promoter agrees that on or prior to the Date of Offer of Possession, the Promoter shall obtain a letter releasing mortgage or charge of such bank/s, and/or financial institution/s, and/or person/s, over the Apartment alone, enabling the Promoter to complete the allotment and sale thereof to the Allottee/s, free of the same. The Promoter agrees that post the execution of this Agreement, any mortgage or charge shall not affect the right and interest of the Allottee/s under this Agreement. It is further clarified subsequent to the execution and registration of this Agreement, the Promoter shall not create a mortgage on the Apartment.

7.2 The person/s in whose favour the Promoter has granted or created, or agreed to grant or create, any mortgage, charge or security interest in respect of any unsold Premises in the Whole Project, may itself/himself/herself/themselves, or jointly with the Promoter, be admitted as and made members of any of the relevant entity & organisation to be formed in respect of such project in the Whole Project in which such unsold Premises are situated, without it, him, her or them or the Promoter being made subject or liable to any separate, special, new or additional condition/s and required to pay any separate, special, additional or extra amount or consideration whatsoever for the same (whether by way of transfer fees, charges, premium, donation or otherwise) and the Allottee/s shall not raise any objection.

7.3 The Promoter shall not be liable to bear or pay any contributions, deposits, expenses, transfer fees, non-occupancy charges, donations, premiums or any other amounts, charges or liabilities whatsoever to the Entity & Organization (defined hereinafter) or the entities & organisations of the Balance Projects and/or the Apex Body (defined hereinafter), as the case may be, in respect of any unsold/unallotted Premises.

7.4 The Promoter shall be entitled, but not obliged to, join as a member of the Entity & Organisation (defined hereinafter) in respect of unsold Tower A & B Flats in the Project, if any. Post execution of the Deed/s of Transfer in favour of such Entity & Organisation (defined hereinafter), the Promoter shall continue to be entitled to such unsold premises and to undertake the marketing, etc., in respect of such unsold Tower A & B Flats.

7.5 The Promoter and/or Promoter Affiliates (defined hereinafter) shall be fully and freely entitled to install and provide temporary signage and hoardings (including neon, backlit and illuminated signage and hoardings) of whatsoever nature upon the Whole Project Land

and/or upon Whole Project including the Project and/or any part thereof till such time as the Deed/s of Transfer are executed and registered as provided in Article (10). The Promoter and/or Promoter Affiliates (defined hereinafter) shall have full access to such hoardings, and signage, and to install its/their name/s and any other Promoter Intellectual Property (defined hereinafter) at one or more places or in or upon Whole Project Land and/or upon Whole Project including the Project and/or at the entrances and exits thereof. The Promoter and Promoter Affiliates (defined hereinafter) shall always have full and free right of way and means and access to such place or places for the purpose of installing, maintaining and replacing such hoardings and signage.

7.6 The Promoter shall promote, manage and undertake all public events (including sales events etc.) held in or upon any Limited Common Areas & Amenities and/or Common Areas & Amenities and to apply the net revenues generated therefrom towards costs incurred by the Promoter in undertaking its diverse activities and/or obligations in relation to Whole Project.

ARTICLE 8 - COVENANTS AND OBLIGATIONS OF ALLOTTEE/S

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/ light motor vehicle/s.

8.2 Subject to safety conditions, the Allottee/s shall be entitled to visit and view the Project, after taking a prior appointment with the Promoter.

8.3 The Allottee/s, with the intention to bind all persons in whosoevers 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 Entity & Organisation in respect of the Project (as and when formed and registered by the Promoter) and/or the Apex Body in respect

of Whole Project (as and when formed and registered by the Promoter), as the case may be;

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

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

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

8.3.5 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 Entity & Organisation (defined hereinafter) and/or the Apex Body , as the case may be, may adopt or frame at its/their inception, and any modification thereof, from time to time;

8.3.6 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 Limited Common Areas & Amenities, or at such intervals as may be stipulated by the Promoter and/or Entity & Organisation (defined hereinafter) and/or the Apex Body (defined hereinafter);

8.3.7 in case of non-availability and/or shortage of water and/or electricity supply from [●]/power providers and/or any other concerned authorities/provider the Promoter, or the Entity & Organisation (defined hereinafter) or the Apex Body, 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;

8.3.8 upon and after the Allottee/s is/are permitted by the Promoter to enter upon the Apartment as provided herein and until the Whole Project Completion, 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 and the

Limited Common Areas & Amenities, or any part thereof, to view and examine the state and condition thereof and/or for the purpose of undertaking any works as may be required therein and thereto in relation to the Whole Project;

8.3.9 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;

8.3.10 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 the Project;

8.3.11 install split air-conditioner/s or wall air-conditioner/s solely in the designated space/s provided in the Apartment for the same and shall not install any split air-conditioner or wall air-conditioner or any other type of air-conditioner in any part of the Apartment including the windows on the outside façade of the Composite Building that protrude/project substantially outside the Apartment or be required to be affixed/installed outside the Apartment other than in the designated space/s provided for the same;

8.3.12 not, without the prior written permission of the Promoter/Developer, 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 and/or the Limited 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. If the Allottee/s contravenes this provision then, the Allottee/s shall be liable to bear and pay to the Promoter pre-estimated liquidated damages as are applicable at the relevant time;

(d) to hang clothes, garments or any other thing from the windows or balcony/ies of, or appurtenant to, the Apartment. If the Allottee/s contravenes this provision then, the Allottee/s shall be liable to bear and pay to the Promoter pre-estimated liquidated damages as are applicable at the relevant time.

8.3.13 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, and/or any of the Common Areas & Amenities and/or the Limited Common Area & 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 and/or the Common Areas & Amenities and/or Limited Common Areas & Amenities

(c) make any additions or alterations or cause damage to any portion of the Composite Building or the Apartment and not change the outside colour scheme, outside elevation/façade/décor or the Composite Building;

(d) construct anything in the Common Areas & Amenities including the areas appurtenant to the Apartment and shall keep the same always open and unbuilt upon;

(e) 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 Whole Project;

(f) demand, or claim, any partition or division of the Allottee/s ultimate interest as provided herein, in the Project and/or Whole Project Land and/or the 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 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 Open terraces, open balcony / balconies, and/or other open areas, if any, forming part of and attached/appurtenant to any of the Premises in Whole 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, the concerned authorities, the concerned purchasers/allottees of such Premises in Whole Project shall observe, perform and comply with all the terms and conditions as may be stipulated in respect thereof and also for the consequences arising from any breach or violation thereof.

8.5 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.

8.6 If the Allottee/s is desirous of transferring, assigning or parting with his/her/its/their interest under or benefit of this Agreement or part with the possession of the Apartment, then the Allottee/s shall obtain/s the previous consent in writing of the Promoter. It is further agreed that the Promoter shall be entitled, at its sole option and discretion, to withhold such consent until: (i) the total Purchase Price and all the amount/s due and payable by him/her/it/them to the Promoter under this Agreement are fully received by the Promoter and only if the Allottee/s has not defaulted in payment of all its dues under the provisions of this Agreement and has observed and performed all the terms and conditions of this Agreement and/or (ii) the Promoter is satisfied that its rights, benefits and interests under this Agreement are fully and adequately safeguarded and that the transferee/assignee/alienee shall in turn be bound by the terms and provisions of this Agreement and the rules and regulations of the Entity & Organisation (defined hereinafter), when formed.

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; and,

(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 (POI) and/or an Overseas Citizen of India (OCI), then it shall be his/her/their sole obligation and liability to comply with the provisions of all applicable laws, including Foreign Exchange Management Act, 1999, Reserve Bank of India rules and regulations, exchange control regulations and all other applicable/necessary requirements, rules, regulations, guidelines etc. of the 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 and the Whole Project shall always be known by the name stated in **Annexure** '**J**' hereto, 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 and the Whole Project. Notwithstanding anything stated to the contrary herein, the signage and logo of the Promoter shall not be removed and shall remain permanently affixed on the façade of the Building and the same shall, at all times, be binding upon the Allottee/s and all allottees/purchasers of Premises in the Project and the Whole 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 the Whole Project, shall be binding upon the Allottee/s and all allottees/purchasers/occupants of the Premises in the Whole Project.

8.11 The Allottee/s has/have gone through the representations made by the Promoter on the MAHA RERA website as required by RERA and shall keep himself/ herself/themselves/itself updated with all the matters relating to the Whole Project, and Project, that the Promoter uploads from time to time. AMAN to furnish reg damages from allottees if they breach the t and c of this agreement.

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 Whole Project Land, subject to the terms and conditions recorded and contained in the 2019 Agreement;;

9.2 the Promoter shall apply for necessary Approvals from time to time in respect of the Project and/or the Whole Project;

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.

ARTICLE 10 – PROJECT COMPLETION; ENTITIES & ORGANISATIONS; FEDERATION; TRANSFER

The Promoter, in its discretion, and subject to Force Majeure (defined hereinafter), intends as follows:

10.1 the Promoter estimates the date of Project Completion to be on or before [▪].

10.2 on or before the estimated/projected date of Project Completion, the Promoter shall initiate the process of applying for the formation of a co-operative society under the Maharashtra Co-operative Societies Act 1960, and/or any other entity, organisation, association, or body, referred to in, or permitted under, RERA (hereinafter referred to as the "**Entity &**

Organisation"), to comprise, inter alia, the Allottee/s and other allottees/purchasers/occupants in the Project. Presently it is contemplated that the Entity & Organisation to be formed and registered in respect of the Project shall be a co-operative society.

10.3 the Promoter shall convey and transfer the structure of the habitable floors of the Project, along with the Limited Common Areas and Amenities within the habitable floors by and under Deed/s of Transfer to such Entity & Organisation, and hand over the charge and control of the same by the expiry of three months on happening of both the following events:

(a) the receipt of the full occupation certificate of the Project; and,

(b) the receipt of the entire purchase price, consideration and other charges and deposits by the Promoter from all allottees/purchasers in the Project.

10.4 The Promoter shall on or prior to execution and registration of the Deed/s of Transfer in favour of the Entity & Organisation formed in respect of the Project:

10.4.1 make full, true and requisite disclosure of the nature of its title to the Project; and

10.4.2 make full and true disclosure of the nature of its title to the remaining development of the Balance Projects to be transferred to the entities & organisations of the Balance Projects under the aforesaid Deed/s of Transfer, as well as encumbrances thereon, if any, including any right, title, interest or claim of any person/s in, to or upon the same.

10.5 Upon the satisfaction of the same conditions as stated in clause 10.2, in respect of each of the Balance Projects, the respective entities and organisation in respect of each of the Balance Projects will be formed and constituted, as may be determined by the Promoter. The structure of the habitable floors of the Balance Projects along with the limited common areas and amenities related thereto excluding the basement of the Composite Building (which is to be transferred to the MCGM) will be conveyed to such entity and organisation respectively, subject to such terms as may be determined by the Promoter.

10.6 (a) Within three (3) months from the Whole Project Completion, the Promoter shall initiate the process of applying to the competent concerned authorities for the formation

of an apex body, being a corporate body, or association, or organization, or other entity, as may be formed and constituted by the Promoter, at its discretion, under any Applicable Law (defined hereinafter), having as its members and constituents: (a) the Entity & Organisation and the entities and organizations formed in respect of the Balance Projects to be developed and completed upon the Whole Project Land, in a phased manner, over a period of time, with each phase being a separate project as determined by the Promoter in its discretion, and/or (b) the Promoter, and/or (c) any other persons or parties, including the holders and/or lessees, from time to time, of parts or portions of the Whole Project Land; as the Promoter deems fit in its discretion (hereinafter referred to as the "**Apex Body**").

(b). The Promoter shall convey and transfer the Whole Project Land together with the External Infrastructure and the balance structures including Common Areas & Amenities including the fitness center and recreational facilities excluding the basement of the Composite Building (which is to be transferred to the MCGM) to the Apex Body within three (3) months on happening of both the following events, that is:

(i) the receipt of the full occupation certificate of the last building/wing/structure of the last project/phase of the Whole Project, by the Promoter; and,

(ii) the receipt of the entire purchase price, consideration and other charges, amounts and deposits by the Promoter from all allottees/purchasers of all the Premises in the Whole Project;

(iii) It is clarified that the aforesaid conveyance and transfer excludes or is subject to: (i) the MCGM Reserved Plot and the MCGM Parking Lot, (ii) any portions thereof handed over to concerned authorities or utility providers pursuant to any reservations, and/or leases of utilities, and, (ii) all conveyances of buildings and structures constructed on the Whole Project Land to various entities & organizations of the Whole Project (which also includes the structure of the habitable floors of the Project to be conveyed and transferred to the Entity & Organisation on the terms and conditions contained herein and in the manner as described in this Agreement). The Promoter shall execute Deed/s of Transfer and other writings in respect thereof, subject to (a) what is stated hereinabove, and (b) all other rights, easements, powers, privileges, authorities reserved herein unto the Promoter.

10.7 The Apex Body shall hold title as aforesaid, subject to parking allocations/reservations in respect of the Whole Project, and the rights of the respective allottees/purchasers of Premises in the Whole Project to use and enjoy such vehicle parking spaces, as amenities

attached to their respective Premises. Further, the Promoter will handover all the sanctions, Approvals, Plans, etc., as may be required to the Apex Body;

10.8 The Apex Body shall own and hold the Common Areas & Amenities, for the benefit of all entities and organisations formed in respect of Balance Projects in the Whole Project save and except the allottees and purchasers of the Project Shops in the Balance Projects who are not entitled to use the same, and their respective members. All costs, charges, expenses, liabilities, taxes and maintenance charges, and capital and revenue expenditure related to, and arising from, the Common Areas & Amenities shall be proportionately borne, paid and discharged by the entities & organisations formed and constituted in respect of the Balance Projects in the Whole Project, based upon: (i) the aggregate Carpet Area (RERA) and open/enclosed/utility balconies thereof of all the Flats of the respective Balance Projects of the Whole Project, to (ii) the aggregate carpet area and open/enclosed/utility balconies thereof of all the Premises in all the projects in the Whole Project. *For example, the aforesaid costs, charges, expenses, liabilities, taxes, maintenance charges, capital and revenue expenses payable by entities & organisations formed and constituted in respect of the Balance Projects shall be calculated based upon the aggregate Carpet Area (RERA) and the areas of open/enclosed/utility balconies of all the Premises in the Balance Projects to the aggregate carpet area and open/enclosed/utility balconies thereof of all the Premises in all projects comprised in* the Whole Project.

10.9 Without prejudice to the generality of the foregoing provisions, the Promoter has put the Allottee/s to notice and the Allottee/s has/have agreed and accepted that the Project forms a part of the Whole Project Land and the same shall never be sub-divided therefrom. The Allottee/s, for himself/herself/themselves/itself, and as a prospective member of the Entity & Organisation, shall not be entitled to raise any claim or dispute in respect thereof.

10.10 All the documents, writings, Deed/s of Transfer etc., to be executed in the conveyance/s and transfer/s, as referred in this Article (10), and all other documents and writings to be executed in relation thereto and/or in pursuance thereof, including bye-laws, rules and regulations of the Entity & Organisation formed in respect of the Project and the entities & organisations formed in respect of Balance Projects, and the Apex Body, and all writings, forms, applications, etc. in relation to the proposed formation and registration thereof, shall all be prepared and approved by the Advocates and Solicitors appointed by the Promoter, and the same shall contain such terms, conditions, covenants, stipulations and provisions, including those contained in this Agreement including reserving the rights, powers, authorities and benefits of the Promoter, as the Promoter deems fit.

10.11 The Entity & Organisation, entities & organisations in respect of each of the Balance Projectsand the Apex Body, to be formed and constituted in respect of the Project, Balance

Projects, and the Whole Project, respectively, shall be known by such names as the Promoter may decide, which names shall not be changed by the Allottee/s, and/or any other purchasers and/or the Entity & Organisation, entities and organisations in respect of each of the Balance Projects, and/or the Apex Body without the prior written consent of the Promoter;

10.12 The Allottee/s shall co-operate with the Promoter and shall sign and execute application forms, papers, declarations, documents and other writings for registration of the Entity & Organisation to be formed and constituted in respect of the Project and do all necessary acts and deeds, so as to enable the Promoter to respectively register the same.

10.13 Unless and until the Allottee/s is/are in full compliance of the terms and conditions of this Agreement including the payment of the Aggregate Payments to the Promoter, the Entity & Organisation shall not issue and deliver a share certificate to the Allottee/s.

10.14 All, without limitation costs, charges and expenses in respect of the formation and registration of (i) Entity & Organisation, in respect of the Project, shall be borne and paid by all the allottees, purchasers, transferees and occupants in the Project, (ii) entities & organisations in respect of the Balance Projects shall be borne and paid by all the allottees, purchasers, transferees and occupants of the Balance Projects, and (iii) the Apex Body shall be borne and paid by the Entity and Organisation and the entities & organisations in respect of the Balance Projects formed by the Promoter in respect of Whole Project as set out hereinabove; and the Promoter shall not be liable to bear or pay the same or contribute towards the same, at all. If any delay or default is made in the payment or reimbursement of such costs, charges, or expenses, for any reason whatsoever, the Promoter shall never be held responsible or liable for any delay in the formation and registration of the Entity & Organisation, and/or the entities & organisations of the Balance Projects and/or the Apex Body.

10.15 The promoter hereby expressly informs the Allottee/s that the Promoter is liable under the Development Permission to hand over to the MCGM, the MCGM Parking Lot which is contemplated by the Promoter to be constructed in the basement of the Composite Building. Accordingly, the basement of the Composite Building shall not be conveyed or transferred to the Entity & Organization, entities and organizations of the Balance Projects and the Apex Body.

ARTICLE 11 – TERMINATION

11.1 The Allottee/s agree and confirm that, without prejudice to all the rights, powers, authorities, discretions, entitlements and remedies of the Promoter under this Agreement,

and Applicable Law (defined hereinafter), the Promoter shall be entitled, in its discretion, to terminate and cancel this Agreement in the circumstances set out in Article (11.2) and/or Article (11.3) hereinbelow.

11.2 If due to Applicable Law (defined hereinafter), and/or any action of concerned authorities, and/or any legal action, circumstances, or reasons, and/or any Force Majeure (defined hereinafter), the Promoter, in its discretion, is of the opinion that the Whole Project or any part thereof, including construction of the Project and/or the Limited Common Areas and Amenities and/or the Common Areas & Amenities, shall or may be suspended, or stopped, for twelve (12) months, or more, or any part of the Whole Project has, in fact, been stopped or suspended for the aforesaid period of twelve (12) months, then the Promoter shall be entitled, in the Promoter's discretion, to terminate and cancel this Agreement by delivering a written notice of termination to the Allottee/s. On the delivery of such notice to the Allottee/s, this Agreement and any writings as may have been executed in pursuance hereof, shall automatically and forthwith stand cancelled and terminated, without any further act, deed, matter or thing having to be done, executed, or performed, by the Parties. On and after such termination, the Promoter shall refund the Purchase Price installments received and realised by the Promoter, together with Interest (defined hereinafter) from the date such payments were received and realized by the Promoter, together with an agreed one-time fixed pre-estimated liquidated damages amount of Rs. 100/- (Rupees One Hundred Only) per square meter Carpet Area (RERA) of the Apartment (which Parties consider to be reasonable, and not as a penalty). The aforesaid refund amount, and the pre-estimated liquidated damages less the brokerage/commission paid to estate agent/s in relation to the allotment of the Apartment, shall be paid to the Allottee/s (or at the sole option of the Promoter to the bank/financial institution from whom the Allottee/s has/have availed of a housing loan in terms of this Agreement), by the Promoter within thirty (30) Days from the date of execution and registration of a Deed of Cancellation (in terms of a draft prepared by the Promoter) recording the termination and cancellation of this Agreement, if called upon by the Promoter to do so. It is agreed and clarified that other than the aforesaid refund amount and pre-estimated liquidated damages to be paid, the Promoter shall not be liable to make payment of any further or other damages, compensation amounts, or liabilities to the Allottee/s, and shall not be liable to refund any of the Taxes paid by the Allottee/s.

11.3 If the Allottee/s commits an Event of Default (defined hereinafter), the Promoter shall be fully and freely entitled, in its discretion, and without prejudice to all its rights and remedies herein, and under Applicable Law (defined hereinafter), to deliver to the Allottee/s a fifteen (15) Day prior notice in writing of its intention to terminate and cancel this Agreement, and if the Allottee/s fails, refuses and neglects to remedy or rectify such Event of Default, to the satisfaction of the Promoter, by the expiry of the aforesaid notice period of fifteen

(15) Days, then this Agreement and any writings that may have been executed in pursuance hereof shall automatically and forthwith stand cancelled and terminated without any further act, deed, matter or thing being required to be done, executed and performed, by the Parties. On and after such termination pre-estimated liquidated damages equivalent to ten per-cent (10%) of the Purchase Price (which the Parties considered to be reasonable and not being a penalty) shall be payable by the Allottee/s, and accordingly shall be deducted and appropriated by the Promoter from and out of the Purchase Price paid by the Allottee/s (hereinafter referred to as the "**Liquidated Damages**"), and received and realised by the Promoter, and the net balance thereof, shall be paid to the Allottee/s (or at the sole option of the Promoter to the bank/financial institution from whom the Allottee/s has/have availed of a housing loan in terms of this Agreement), by the Promoter within thirty (30) Days of the execution and registration of a Deed of Cancellation (in terms of a draft prepared by the Promoter) recording the termination and cancellation of this Agreement , if called upon by the Promoter to do so. It is agreed and clarified that other than the aforesaid amount, the Promoter shall not be liable to bear, pay and discharge to the Allottee/s any other amounts, charges, liabilities, compensation or damages**.**

11.4 Wherever the term "Event of Default" appears in this Agreement, the same includes the occurrence of all or any of the following events:

(a) the Allottee/s delaying, or committing default in making, and/or failing, refusing, or neglecting, to make payment of any of the Aggregate Payments, or any part/s or installment/s thereof, as the case may be, on or before respective due dates; and/or

(b) the Allottee/s committing any breach or default of, or not being in observance, performance, or compliance with any of the terms, conditions, covenants, undertakings, representations and/or warranties contained in this Agreement, and/or as given by him/her/them/it under this Agreement, and/or of any Approvals and/or Applicable Law (defined hereinafter), etc.; and/or

(c) the Allottee/s has/have been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up or dissolved, as the case may be; and/or

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

(e) the Allottee/s failing, neglecting, or refusing, to attend at the Office of the Sub-Registrar/Joint Sub-Registrar of Assurances concerned, for registration of this Agreement, and/or admitting execution hereof.

11.5 It is agreed and confirmed by the Allottee/s that the termination and cancellation of this Agreement, under any of the terms, conditions and provisions of the Agreement, including under Article (5) or Article (11), the following shall forthwith apply and bind the Allottee/s, that is:

11.5.1 the Allottee/s shall cease to have any right, title, interest, claim, or demand in or to the Apartment and the Parking Space/s, under this Agreement, and the Promoter shall be fully and freely entitled to allot and sell, deal with and/or otherwise alienate the same, as the Promoter deems fit, in its discretion;

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

ARTICLE 12 - INSURANCE

Upon Project Completion occurring and subsequently upon completion of construction of the Common Areas & Amenities the same may 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 of the Balance Projects as a part of the other charges & deposits and the Allottee/s shall bear and pay the same.

ARTICLE 13 – INDEMNITY

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, the Whole Project, including any persons visiting the Allottee/s or his/her/their/its family, guests or visitors or staff, and all persons claiming through or under them or any of them.

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.

ARTICLE 14 - NO LIABILITY

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 the Whole Project or any part thereof, and whether or not the same is caused by any Force Majeure (defined hereinafter), or otherwise however; any harm, injury, loss, damage, or inconvenience suffered by, and/or caused to, any person/s, or property, due to, or related to, or caused by, or in the course of the use, or entry into the Apartment, and/or the access to any part of the Whole Project ; and,

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

ARTICLE 15 - GENERAL PROVISIONS

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 State Bank of India highest Marginal Cost of Lending Rate; provided in case the State Bank of India Marginal Cost of Lending Rate is not in use then interest shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public;

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 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 Whole Project Land, and/or the Balance Projects and/or the Project and/or the Common Areas & Amenities, 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 the External Infrastructure, and/or the Whole Project, or any part/s thereof, and (iii) the existence of any discussions, or negotiations, any proposal of business terms, and any due diligence materials, and other transaction documents, in each case to the extent relating to the transaction contemplated under this Agreement.

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 The Allottee/s shall not assist, and/or co-operate, with any person, in any manner howsoever, in the commission of any acts, deeds, matters or things, the commission whereof would amount to a breach or default of the provisions of this Article (15).

15.3.5 Wherever the term "*Intellectual Property*" is used in this Agreement, the same means the wordmark "*[●]*" and any combination of words in which such name and word mark is used and any word, name, device, symbol, logos, corporate names, insignia, emblems, work marks, slogan, design, brand, service mark, service names, trade name, trade dress, patents, circuit layouts, business and domain names, copyrights, other distinctive feature or any combination of the aforesaid, whether registered or unregistered, and used in connection with the businesses and activities of the Promoter and/or in respect of the Whole Project Land and/or the developments and projects to be undertaken thereon from time to time (with all amendments, upgrades, additions or improvements thereto), and product configuration, industrial design, or trade secret law or any other laws with respect to designs, formulas, algorithms, procedures, methods, techniques, ideas, know-how, programs, subroutines, tools, inventions, creations, improvements, works of authorship, other similar materials and all recordings, graphs, designs, drawings, reports, analyses, other writings and any other embodiment of the foregoing, in any form whether or not specifically listed herein, which may subsist in any part of the world, for the full term of such rights, including any extension to the terms of such 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** '**K**'

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.

15.9 **Registration**

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

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 the Whole Project, including the Project, in any media, including print, and/or electronic, and/or digital media, and includes writings, brochures, leaflets, pamphlets, handouts, presentations, advertisements, oral or written representations, made and/or published, and/or generated by, or on behalf of, the Promoter, and any other such information or materials as may be made, or published by, or on behalf of the Promoter; and includes publicity reports and includes the show/sample apartment with fixtures, fittings 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, 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 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. The Promoter is not liable or obligated to provide the Apartment as per show/sample apartment/unit with furniture, items, electronic goods, amenities etc. therein.

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 contl 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 the Whole Project 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.

(d) "*Force Majeure*" includes any: (1) acts of God, wars, police actions, or hostilities (whether declared or not), invasions, acts of foreign enemies, rebellions, terrorism, revolutions, insurrections, military or usurped powers, riots, commotions disorders, strikes, lockouts, and natural catastrophes, (2) breach, delay or default of the Allottee/s in complying with his/her/their/its obligations, duties and liabilities under this Agreement and/or Applicable Law, (3) hindrance, interference, or obstruction, suffered by the Promo Promoter ter/Developer, in relation to the development of the Whole Project Land, and/or the Whole Project including the Project, (4) claim, dispute, litigation, notice, order, prohibitory order, judgement, decree, rule, regulation, notification or directive, and/or policies of, concerned authorities and/or terms and conditions or any Approvals, which affects the Whole Project Land, and/or the development thereof, and/or the Whole Project including the Project, (5) delay or refusal in issue of any Approvals, including occupation certificate/s, as may be required in respect of the

Project and/or any of the Balance Projects of the Whole Project, and/or the Limited Common Areas & Amenities and/or the Common Areas & Amenities to be issued by any concerned authorities, and (6) any other circumstances that may be deemed reasonable by the concerned authorities.

(e) "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). 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;

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

15.12.2 All costs, charges and expenses, stamp duty, registration charges, Taxes etc., arising, and/or payable, in respect of all deeds, documents, instruments and writings incidental or related to this Agreement, and/or to be executed in pursuance hereof, that is: (i) transfer and conveyance of the Project Shops and Limited Common Areas & Amenities of the Project to the Entity & Organisation, (ii) transfer and conveyance of the Balance Projects structures and the limited common areas & amenities of the Balance Projects to the respective entities & organisations of the Balance Projects, and (iii) transfers and conveyance of the External Infrastructure, the Common Areas & Amenities, the five parkings podiums alongwith the Whole Project Land (but excluding the building structures transferred and conveyed to the respective Entities & Organisations and the basements of the Composite Building) to the Apex Body; 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 Project Shops in the Project and/or the Entity & Organisation in respect of the Project, (b) in respect of, documents and writings referred to in (ii) above be proportionately borne and paid by the allottees and purchasers of all Flats and/or the entities & organisations formed in respect of the Balance Projects , and (c) in respect of, documents and writings referred to in (iii) above shall be payable by the Apex Body 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/Developer.

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**

Arbitration

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 or the arbitration referred below.

All disputes, differences and/or claims arising under or in respect of this Agreement, and/or any terms, conditions or provisions hereof, shall be referred to arbitration of a sole arbitrator, who shall be one of the three persons named (in writing) by the Promoter to the Allottee/s, out of which the Allottee/s shall select one name, and such person shall thereupon act as the sole arbitrator and the decision/award of such arbitrator shall be final and binding on the Parties. The arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be in English language and shall be held only in Mumbai. The arbitrator shall have summary powers and

be entitled to give interim directions and awards from time to time. The cost of the arbitration proceedings shall be borne by the Promoter and the Allottee/s in equal shares.

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), courts at Mumbai shall have exclusive jurisdiction.

15.17 **Survival**

This Article (15.17), Article (11) (Consequences of Termination), Article (15.4) (Notices), Article (15.16) (Jurisdiction), Article (15.15) (Dispute Resolution) and Article (15.2) (Allottee/s Obligation of Confidentiality), and all other rights and obligations of the Parties that are held after, and/or are required to be observed and performed upon and after the termination of this Agreement, shall survive the termination of this Agreement, and the Parties shall continue to respectively hold such rights, and be bound, liable and obliged to comply with their obligations in respect thereof.

15.18 The Promoter/Developer 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** '**L**'.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the Whole Project Land)

All that piece and parcel of non-agricultural land admeasuring approximately 3,001.5 square meters bearing City Survey No. 809/A/1/1/6 and land admeasuring approximately 3,360.9 square meters bearing City Survey No. 809/A/1/1/7, situate, lying and being at Village Poisar, Taluka Borivali, District Mumbai.

THE SECOND SCHEDULE ABOVE REFERED TO:

(Description of the Apartment and Parking Space/s)

All that the proposed Apartment bearing no. [•], admeasuring approximately [•] square meters Carpet Area (RERA) that is, approximately [•] square feet Carpet Area (RERA), on [•] habitable floor, of the Project, together with [•] vehicle Parking Space/s in the Project known as known as "[●]" situate on the Whole Project Land more particularly described in the First Schedule herein above.

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

SIGNED by the within named Promoter/Developer **Simba Properties LLP** in the presence of …….

For **Simba Properties LLP**

Partner / Designated Partner / Constituted Attorney

Mr._____

Photograph/Left Thumb Impression

SIGNED by the within named **Allottee/s,**

1._____

2._____

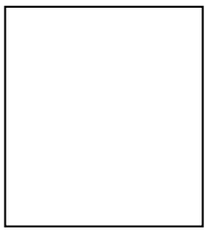
3._____

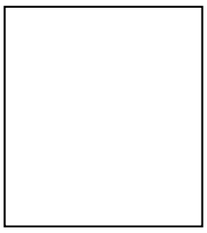
4._____

in the presence of .....

Mr. _____

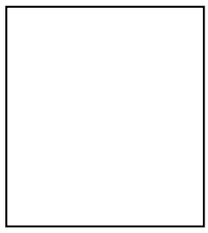
Photograph/Left Thumb Impression

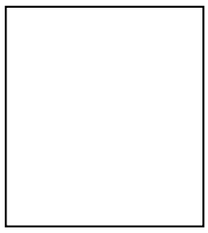




Mr. _____

Photograph/Left Thumb Impressio





Mr. _____

Photograph/Left Thumb Impression

Mr. _____

Photograph/Left Thumb Impressio

<u>**RECEIPT**</u>

Received on or before execution hereof, of)
and from the within named Allottee/s, the)
sum of Rs. ________________________/-)
(Rupees ___________________________)
___________________________________)
___________________________________)
______________________________ only))
vide cash/cheque/draft/pay order bearing)
No. ______________ dated __________)
drawn on _________________________)
_________________________________)
_________________ being the Booking)
Amount/ installment of the Purchase Price)
agreed to be paid by the Allottee/s, to us as) **Rs.__________________/-**
withinmentioned

Witnesses: **For Simba Properties LLP**

1.

2. **Partner/Constituted Attorney**

Annexure 'A'

(MCGM RESERVED PLOT)

Annexure 'B'

DEMARCATION OF SHOPS AND SHOP CAR-PARKING SPACES ON THE WHOLE PROJECT

Annexure 'C'

Limited Common Areas & Amenities of the Project

And

Common Areas & Amenities of the Balance Projects

Part A

Limited Common Areas & Amenities of the Project

Part B

Common Area and Amenities of the Balance Projects

Sr No.	Amenities	Tower A	Tower B	Shops
A.	**GROUND FLOOR AMENITIES:**			
1.	Multi-Purpose Court	Yes	Yes	No
2.	Box Cricket & Football Court	Yes	Yes	No
3.	Amphitheatre Style Seating	Yes	Yes	No
B.	**PODIUM TOP AMENITIES:**			
1.	Swimming Pool for Adults	Yes	Yes	No
2.	Kids Pool	Yes	Yes	No
3.	Gymnasium / Fitness Centre	Yes	Yes	No
4.	Changing Rooms	Yes	Yes	No
5.	Steam Rooms	Yes	Yes	No
6.	Indoor Games Room	Yes	Yes	No
C.	**ROOFTOP AMENITIES**			

	Yoga Deck	Separate for Tower A & Tower B	No	
2.	Entertainment Spaces		No	
D.	PARKING	Each Tower & the Shops shall have dedicated parking slots / areas assigned to each		

Annexure 'D'

RERA Registration Certificate

Annexure 'E-1'

(**COMMENCEMENT CERTIFICATES)**

Annexure 'E-2'

(DEVELOPMENT PERMISSION)

Annexure 'F'

CERTIFICATE OF TITLE ISSUED BY M.T.MISKITA & CO. HIGH COURT MUMBAI

Annexure '**G-1**'.

FLOOR PLAN

Not To Scale

Apartment No. _____ on ____ Habitable Floor of Sunrise _____ - _____ (i.e., Wing '_____' as per Approvals)

Annexure '**G-2**'.

APARTMENT PLAN DEPICTING VARIOUS AREAS

Annexure 'H'

PAYMENT SCHEDULE

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

Sr.	Time for Payment		Cumulative % payable on Sale Price	Amount
1	Booking Amount (Earnest Money Deposit) 9.90% of Sale Price	:	**9.90**	Rs._____
2	On Registration of Agreement	:	20.00	Rs. /-
3	On Completion of Lower Basement Slab of Said Building	:	30.00	Rs. /-
4	On Completion of Plinth Slab of Said Building	:	40.00	Rs. /-
5	On Completion of Podium Slab 2 of Said Building	:	43.00	Rs. /-
6	On Completion of Podium Slab 5 of Said Building	:	46.00	Rs. /-
7	On Completion of 3rd Habitable Floor of Building	:	48.00	Rs. /-
8	On Completion of 6th Habitable Floor of Building	:	50.00	Rs. /-
9	On Completion of 9th Habitable Floor of Building	:	52.00	Rs. /-
10	On Completion of 12th Habitable Floor of Building	:	54.00	Rs. /-
11	On Completion of 15th Habitable Floor of Building	:	56.00	Rs. /-
12	On Completion of 18th Habitable Floor of Building	:	58.00	Rs. /-
13	On Completion of 21st Habitable Floor of Building	:	60.00	Rs. /-
14	On Completion of 24th Habitable Floor of Building	:	62.00	Rs. /-
15	On Completion of 27th Habitable Floor of Building	:	64.00	Rs. /-

16	On Completion of 30th Habitable Floor of Building	:	66.00	Rs. /-
17	On Completion of 33rd Habitable Floor of Building	:	68.00	Rs. /-
18	On Completion of Terrace Slab of the Said Building	:	70.00	Rs. /-
20	On Completion of Block Work / Brick Work of the Said Flat	:	75.00	Rs. /-
21	On Completion of Internal Plaster of the Said Flat	:	80.00	Rs. /-
22	On Completion of Lift Well / Lobbies of the Said Flat	:	85.00	Rs. /-
23.	On Completion of Main Door & Window Fittings of the Said Flat	:	90.00	Rs.
24.	On Completion of Terrace Water Proofing of Said building	:	95.00	Rs.
25.	On Date of Offer of Possession	:	100..00	Rs.
	Total :	**:**		**Rs. /-**

Annexure 'I'

APARTMENT AND ALLOTTEE/S DETAILS

<table>
<tr><td>Sr.</td><td></td><td>Particular</td></tr>
<tr><td>(1).</td><td>Project</td><td>"VICEROY SAVANA"</td></tr>
<tr><td>(2).</td><td>Project/Building</td><td>'_____' as per Maharashtra RERA Registration No. _____/ '.</td></tr>
<tr><td>(3).</td><td>Apartment</td><td>Apartment bearing No. _____, on _____ habitable Floor of the Project, admeasuring about;

<table><tr><td></td><td>Square Meters</td><td>Square Feet</td></tr><tr><td>Carpet Area (RERA) of Apartment</td><td></td><td></td></tr></table></td></tr>
<tr><td>(4).</td><td>Parking Space/s</td><td>____ (_____) vehicle parking spaces in the Project</td></tr>
<tr><td>(5).</td><td>Purchase Price</td><td>Rs._____/- (Rupees _____ Only)</td></tr>
<tr><td>(6).</td><td>Date of Offer of Possession of the Apartment</td><td>On or before _____</td></tr>
<tr><td>(7).</td><td>Postal address of the Allottee/s</td><td></td></tr>
<tr><td>(8).</td><td>Postal address of the Promoter/Developer</td><td></td></tr>
<tr><td>(9).</td><td>E-mail address of the Allottee/s.</td><td></td></tr>
<tr><td>(10).</td><td>E-mail address of the Promoter/Developer.</td><td></td></tr>
<tr><td>(11).</td><td>Permanent Account Numbers of the Promoter/Developer</td><td></td></tr>
<tr><td>(12).</td><td>Permanent Account Numbers of the Allottee/s</td><td></td></tr>
</table>

Annexure 'J'

APARTMENT AMENITIES

[TO BE INCORPORATED]

Annexure 'K'

REGISTERED ADDRESSES OF PARTIES HEREIN

[TO BE INCORPORATED]

Annexure 'L'

PAN CARD DETAILS OF PARTIES HEREIN

[TO BE INCORPORATED]

DATED THIS DAY OF 20__

BETWEEN

SIMBA PROPERTIES LLP Registered Office:
Stadium House, 2nd Floor, Block I, 81/83 Veer Nariman Marg, Churchgate, Mumbai 400 026

…… the **PROMOTER**

AND

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

…… the **ALLOTTEE/S**

AGREEMENT FOR SALE

In respect of Apartment No. _____ on the ____ habitable floor in _____ - _____ '_____' as per Approvals) along with earmarking of ___(____) Parking Space/s in Project known as "**Viceroy Savana**", situate at Village Poisar, Taluka Borivali, District Mumbai Suburban in Greater Mumbai