hereby agrees and undertakes to abide and follow and not to commit breach of any of the provisions of such rules, regulations and bye-laws.

(ii) The Promoter shall have the right to designate any space on the said Property and/or the Project or any part thereof to third party service provider/s and/or vendor/s for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the Project.

(iii) Notwithstanding any other provision of this Agreement, the Promoter has right to and shall be entitled to nominate any person/company ("**Facility Manager**") to manage the operation and maintenance of the Project, common amenities and facilities in the Project. The Promoter has the authority and discretion to negotiate with such Facility Manager and to enter into and execute formal agreement/s for maintenance and management of infrastructure with the Facility Manager. The cost incurred in appointing the Facility Manager shall be borne and paid by the allottees/residents/occupiers in the Project including the Allottee/s herein of the said Apartment in the manner as may be determined by the Promoter. The Allottee/s agree/s that he/she/they shall not raise any dispute regarding the appointment of any such Facility Manager by the Promoter or towards charges payable to Facility Manager as determined by the Promoter. It is agreed and understood by the Allottee/s that the cost of maintenance and management of the Project shall be borne and paid by the Allottee/s/occupants/residents of the said Apartment in the Project;

(iv) The Allottee/s agree/s to abide by any and all terms, conditions, rules and/or regulations that may be framed by the Promoter and/or the Facility Manager including without limitation, payment of the Allottee/s' share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the Amenities in the Project. The Allottee/s shall be liable to pay or reimburse the Promoter in respect of the upkeep and maintenance of the common areas, facilities and amenities of the Project and ad-hoc maintenance Charges to be collected from the Allottee/s as mentioned in this Agreement shall be inclusive of administrative charges which will be upto __% of total cost for upkeep and maintenance of the common areas, facilities and amenities of the

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| | Project. At the time of handing over the said New Building to the Society, the Promoter shall hand over the charge and consolidated Statement of Accounts to Society and shall not render accounts to individual allottees/purchasers or members of the Society. After such handover the Promoter shall not be responsible for the upkeep and maintenance of the New Building/ Project. The Promoter shall have right to terminate and/or replace vendors/service providers in their sole discretion.<br><br>(v) It is expressly agreed by and between the Parties that the Promoter has not given and shall not give any representation and / or warranty with respect to quality, sufficiency and / or adequacy of the services rendered and/or utilities availed from the service provider/s and/or the vendor/s and that the Promoter shall not in any manner be liable for any claim of any nature whatsoever, for any defects and / or any deficiency in the services provided or rendered by them under the agreements executed with the vendor/s and/or the service provider/s in this regard or even otherwise with respect to the services provided by the service provider/s and the utility availed from the vendor/s. Further, the Promoter shall not be liable for any warranty or guarantee offered by such vendors and/or service providers for any product or services, it will be strictly between the Allottee/s and such vendor and service provider. |
| 10 | 10. The Allottee/s shall on or before delivery of possession of the said Apartment keep deposited with the Promoter, the amounts ("Other Charges") as set out in **Fifth Schedule** hereto. The amounts mentioned in the **Fifth Schedule**, shall be accounted only to the Society and not to the Allottee/s individually and shall not carry any interest. The Other Charges are tentative and are liable to be revised by the Promoter. The Allottee/s shall make payments of such amounts as more particularly mentioned in the **Fifth Schedule** to the bank account of the Promoter, as detailed in the **Fifth Schedule** hereunder written or as may be prescribed by the Promoter. For the purposes of this clause, the expression "**Promoter**" includes its nominee. |
| 11 | 11. A. The Allottee/s shall pay to the Promoter a sum as set out in **Fifth Schedule** hereto for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at- Law/Advocates of the Promoter in connection with the enrolment of membership to Society and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance.<br>B. **Property Taxes:**<br>(i)The Property Tax as determined from time to time shall be borne and paid by the Allottee/s after receipt of Occupation Certificate separately from |

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| | any other Consideration/levy/charges/Maintenance Charges, etc.<br>(ii) The Allottee /s undertake/s to make payment of the estimated Property tax alongwith the Maintenance Charges as mentioned in this agreement.<br>(iii) In the event of a shortfall between the amount deposited with the Promoter by the Allottee/s towards Property Tax and the demand raised by the authorities (**Shortfall Amount**), the Promoter shall inform the Allottee/s of such shortfall and the Allottee/s shall be liable to ensure that the same is paid to the Promoter within 7 (seven) days of receipt of intimation from the Promoter, failing which the Allottee /s shall be liable to pay interest as levied by the concerned Authorities together with late payment charge amounting to 5 per cent of the Shortfall Amount or such part of the Shortfall Amount remaining unpaid. The Promoter shall not be responsible for any penalty / delay / action on account of such Shortfall Amount and the same shall entirely be to the account of the Allottee/s. |
| 17A | The Promoter shall be entitled to negotiate and enter into appropriate arrangement/ agreement with the Utility Providers (i.e. entities providing gas, water, electricity, telephone, cable television, internet services and such other service of mass consumption) for supplying of these utilities to the allottees in the Project including the Allottee/s herein. Upon arriving at such arrangement, the Allottee/s agree/s to avail these or any of these utilities from the Utility Providers nominated by the Promoter and pay such amount as may be fixed by the concerned Utility Providers. It is further clarified that this Clause shall not be interpreted / construed to mean that the Promoter is obligated / liable to provide all or any of the Utilities whether or not the Promoter has entered into agreements / arrangements with any person, or otherwise the Promoter is in a position to provide all Utilities or any of them. |
| 17B | The Allottee/s hereby nominates the persons as set out in the **Third Schedule** ("**the said Nominee**") as his / her / their / its nominee in respect of the said Apartment. On the death of Allottee/s, the said Nominee shall assume all the obligations of the Allottee/s under this Agreement or otherwise, and shall be liable and responsible to perform the same. The Allottee/s shall at any time hereafter be entitled to substitute the name of the said Nominee for the purposes herein mentioned. The Promoter shall only recognize the said Nominee or the nominee substituted by the Allottee/s (if such substitution has been intimated to the Promoter in writing) and deal with him/her/them in all matters pertaining to the said Apartment. The heirs and legal representatives of the Allottee/s shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc., of and/or by the said Nominee. |

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| | electricity bills for the same. The Promoter shall not be liable to pay any fees, charges or moneys for the same to the Society/flat purchasers/occupants. |
| **THE FOURTH SCHEDULE ABOVE REFERRED TO** | **THE FOURTH SCHEDULE ABOVE REFERRED TO**<br>(Schedule of payment of Installments of the Sale Consideration by the Allottee/s to the Promoter)<br><br>On or before execution of this Agreement a sum of_____(not exceeding 10% of the total consideration) as advance payment or application fee and the balance amount of Rs_____in the following manner :-<br><br>i. Amount of Rs _____(not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement<br><br>ii. Amount of Rs _____( (not exceeding 45% of the total consideration) tobe paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.<br><br>iii. Amount of Rs _____( (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.<br><br>iv. Amount of Rs _____( (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.<br><br>v. Amount of Rs _____() (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.<br><br>vi. Amount of Rs _____( ( not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located..<br><br>vii. Amount of Rs _____() (not exceeding 95% of the total consideration) tobe paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, |

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| | | | entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as maybe prescribed in the Agreement of sale of the building or wing in which the said Apartment is located. |
| | | viii. | Balance Amount of Rs _____(against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate. |

For M/S STAR RISE

For Star Rise

Partner

Partner

Date: 24/06/2023