

NEMINATH POONAM REALTY LLP

Ref no. [•]/2025

[•], 2025

To,
MahaRERA

Dear Sirs:

Re: Deviation Report of Agreement for Sale for [insert] admeasuring approximately 412,260.90 square meters on which the building will be constructed by the Promoter which forms part of larger land recently allocated New Survey Nos. 5/1, 5/2, 5/3, 5/4, 5/5A, 5/5B, 5/5C, 5/5D, 5/5E, 5/6, 5/7, and 5/8 as per the latest Record of Rights admeasuring in the aggregating 8,78,781.01 Square Meters (earlier bearing Survey Nos. 5, 5B, 5D, 5F and 5G admeasuring approximately 8,79,581 square meters) situate at Village Dongare (Dongar Pada) also known as Village Narangi, within the Registration of Sub-District of Vasai, District Palghar ("Larger Land").

(1). This is to inform you that the following clauses are in deviation of the model Agreement For Sale ("AFS") prescribed by RERA, that is:

(a) Recital (N)(i) of the AFS is in deviation of the following recital of the Model RERA AFS, that is, *"AND WHEREAS the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings. AND WHEREAS the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects"*, that is:

(N)(i). the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the Project Building and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the Project Building. The Promoter has entered into a standard agreement with an architect registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects, and also entered into a standard agreement with an engineer for Project and the Promoter has accepted their professional supervision till the completion of the Project, that is, completion of the entire construction of the Project and receipt of the occupation certificate/s in respect thereof. All concerned documents in

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respect of the appointment of the Project architect and Project engineer have been inspected by the Allottee/s. The Promoter reserves the right to change the Project architect and the Project engineer at the sole discretion of the Promoter.

- (b) Clause (N)(ii) of the AFS is in deviation of the following recital of the Model RERA AFS, that is, *"AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Messrs..... and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder":*

N(ii). On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the Project Land, and the Project, as well as the current plans and approvals and relevant extracts of the relevant D.C. Regulations pertaining to the Larger Land, and layout terms and conditions and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the RERA. The Allottee/s has/have satisfied himself/herself/themselves/itself in respect thereof, including the title of the Promoter to the Project Land. The Promoter shall not be obliged to provide, and the Allottee/s is/are not entitled to require, any further investigation in respect of the Promoter's title to the Project Land and its title to the Aggregate Premises, and no further objection and/or requisition shall be raised by the Allottee/s in respect thereof.

- (c) Clause 1.5 of the AFS is in deviation of Clause 1(a)(i) of the Model RERA AFS, that is:

1.5. The Allottee/s hereby agree/s to purchase and acquire from the Promoter, and the Promoter hereby agrees to allot and sell to the Allottee/s, on what is commonly known as "ownership basis" in terms of RERA, the residential/commercial Unit, that is, Unit No. _____ admeasuring _____ square meters, carpet area, on _____ floor, _____ Wing, in the Project Building (presently under construction) (hereinafter referred to as the "Unit") as shown in the floor plan thereof hereto annexed and marked Annexure 'I' for the lumpsum purchase price and consideration of Rs. _____/- (Rupees _____ Only) (hereinafter referred to as the "Purchase Price of Unit"), subject to and upon the terms, conditions and provisions hereof, including payment by the Allottee/s of the entire Purchase Price of Unit and all other payments recorded in this Agreement including the Purchase Price of Car-parking Space and Other Charges & Deposits.

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- (d) Clause 1.6 of the AFS is in deviation of Clause 1(a)(ii) and (iii) of the Model RERA AFS, that is

1.6 In addition to the Unit, the Allottee/s hereby agrees to purchase and acquire from the Promoter and the Promoter hereby agrees to sell to the Allottee/s, _____ car-parking space/garage bearing no/s: _____ admeasuring _____ square feet, with _____ metre height x _____ metre width x _____ metre length, situated at _____ basement and/or stilt and /or podium and/or mechanical (hereinafter referred to as the "Car-parking Space/s"), at or for the consideration of Rs. _____/- (Rupees _____ Only) (hereinafter referred to as the "Purchase Price of Car-parking Space"). The layout of the parking space and its exact location and dimension is shown in Annexure 'J', forming part of this Agreement.

- (e) Clauses 1.8 and 1.9 of the AFS are in deviation of Clause 1(c) (i) to (viii) of the Model RERA AFS, that is:

1.8. The Allottee has paid on or before the execution of this Agreement, an aggregate sum of Rs. _____/- (Rupees _____ only) (not exceeding 10% of the Total Purchase Price) as advance payment or application fee and hereby agrees and undertakes to pay to the Promoter the balance Total Purchase Price amounting to Rs. _____/- (Rupees _____ only) (hereinafter referred to as the "Balance Purchase Price"), as directed by it, and shall be deposited in the RERA Designated Collection Bank Account, _____ Bank, _____ Branch, having IFS Code _____, situated at _____. In addition to the above bank account, the Promoter has opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. _____ and _____ respectively.

- 1.9 The Allottee/s hereby agrees to pay to the Promoter, the Balance Purchase Price in the following manner:*

- i. Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 20% of the Total Purchase Price) to be paid to the Promoter on execution of this Agreement;*
- ii. Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 40% of the Total Purchase Price) to be paid to the*

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Promoter on completion of the plinth of the Project building in which the Unit is located;

- iii. Amount of Rs. _____/- (Rupees _____ Only)
(not exceeding 42% of the Total Purchase Price) to be paid to the Promoter on completion of the 1st slab Project Building in which the said Unit is located;
- iv. Amount of Rs. _____/- (Rupees _____ Only)
(not exceeding 44% of the Total Purchase Price) to be paid to the Promoter on completion of the 2nd slab Project Building in which the said Unit is located;
- v. Amount of Rs. _____/- (Rupees _____ Only)
(not exceeding 46% of the Total Purchase Price) to be paid to the Promoter on completion of the 3rd slab Project Building in which the said Unit is located;
- vi. Amount of Rs. _____/- (Rupees _____ Only)
(not exceeding 48% of the Total Purchase Price) to be paid to the Promoter on completion of the 4th slab Project Building in which the said Unit is located;
- vii. Amount of Rs. _____/- (Rupees _____ Only)
(not exceeding 50% of the Total Purchase Price) to be paid to the Promoter on completion of the 5th slab Project Building in which the said Unit is located;
- viii. Amount of Rs. _____/- (Rupees _____ Only)
(not exceeding 52% of the Total Purchase Price) to be paid to the Promoter on completion of the 6th slab Project Building in which the said Unit is located;
- ix. Amount of Rs. _____/- (Rupees _____ Only)
(not exceeding 54% of the Total Purchase Price) to be paid to the Promoter on completion of the 7th slab Project Building in which the said Unit is located;
- x. Amount of Rs. _____/- (Rupees _____ Only)
(not exceeding 56% of the Total Purchase Price) to be paid to the Promoter on completion of the 8th slab Project Building in which the said Unit is located;

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- xi. Amount of Rs. _____/- (Rupees _____ Only)
(not exceeding 58% of the Total Purchase Price) to be paid to the Promoter on completion of the 9th slab Project Building in which the said Unit is located;
- xii. Amount of Rs. _____/- (Rupees _____ Only)
(not exceeding 60% of the Total Purchase Price) to be paid to the Promoter on completion of the 10th slab Project Building in which the said Unit is located;
- xiii. Amount of Rs. _____/- (Rupees _____ Only)
(not exceeding 62% of the Total Purchase Price) to be paid to the Promoter on completion of the 11th slab Project Building in which the said Unit is located;
- xiv. Amount of Rs. _____/- (Rupees _____ Only)
(not exceeding 64% of the Total Purchase Price) to be paid to the Promoter on completion of the 12th slab Project Building in which the said Unit is located;
- xv. Amount of Rs. _____/- (Rupees _____ Only)
(not exceeding 66% of the Total Purchase Price) to be paid to the Promoter on completion of the 13th slab Project Building in which the said Unit is located;
- xvi. Amount of Rs. _____/- (Rupees _____ Only)
(not exceeding 68% of the Total Purchase Price) to be paid to the Promoter on completion of the 14th slab Project Building in which the said Unit is located;
- xvii. Amount of Rs. _____/- (Rupees _____ Only)
(not exceeding 70% of the Total Purchase Price) to be paid to the Promoter on completion of the 15th slab Project Building in which the said Unit is located;
- xviii. Amount of Rs. _____/- (Rupees _____ Only)
(not exceeding 72% of the Total Purchase Price) to be paid to the Promoter on completion of the 16th slab Project Building in which the said Unit is located;
- xix. Amount of Rs. _____/- (Rupees _____ Only)
(not exceeding 74% of the Total Purchase Price) to be paid to the Promoter on completion of the 17th slab Project Building in which the said Unit is located;

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- xx. Amount of Rs. _____/- (Rupees _____ Only)
(not exceeding 76% of the Total Purchase Price) to be paid to the Promoter on completion of the 18th slab Project Building in which the said Unit is located;
- xxi. Amount of Rs. _____/- (Rupees _____ Only)
(not exceeding 78% of the Total Purchase Price) to be paid to the Promoter on completion of the 19th slab Project Building in which the said Unit is located;
- xxii. Amount of Rs. _____/- (Rupees _____ Only)
(not exceeding 80% of the Total Purchase Price) to be paid to the Promoter on completion of the 20th slab Project Building in which the said Unit is located;
- xxiii. Amount of Rs. _____/- (Rupees _____ Only)
(not exceeding 82% of the Total Purchase Price) to be paid to the Promoter on completion of the 21st slab Project Building in which the said Unit is located;
- xxiv. Amount of Rs. _____/- (Rupees _____ Only)
(not exceeding 84% of the Total Purchase Price) to be paid to the Promoter on completion of the 22nd slab Project Building in which the said Unit is located;
- xxv. Amount of Rs. _____/- (Rupees _____ Only)
(not exceeding 86% of the Total Purchase Price) to be paid to the Promoter on completion of the 23rd slab Project Building in which the said Unit is located; (For Wing D, E, F, G)
- xxvi. Amount of Rs. _____/- (Rupees _____ Only)
(not exceeding 87% of the Total Purchase Price) to be paid to the Promoter on completion of brickwork Project Building in which the said Unit is located; (For Wing A, B, C)

OR

- xxvii. Amount of Rs. _____/- (Rupees _____ Only)
(not exceeding 88% of the Total Purchase Price) to be paid to the Promoter on completion of brickwork Project Building in which the said Unit is located; (For Wing D, E, F, G)

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xxviii. Amount of Rs. _____/- (Rupees _____ Only)
(not exceeding 90% of the Total Purchase Price) to be paid to the Promoter on completion of plaster work of the Project Building in which the said Unit is located;

xxix. Amount of Rs. _____/- (Rupees _____ Only)
(not exceeding 95% of the Total Purchase Price) to be paid to the Promoter on completion of the finished work of the Project Building in which the said the Unit is located;

xxx. Balance Amount of Rs. _____/- (Rupees _____ Only) against receipt of the occupation certificate before handing over of the possession of the Unit to the Allottee/s.

- (f) Clause 1.10 of the AFS is in deviation of Clause 1(d) of the Model RERA AFS, that is:

1.10. The Total Purchase Price above excludes any present, future, and enhanced taxes, imposts, dues, duties, fees, impositions, fines, penalties, etc, by whatever name called, imposed/levied under any Applicable Law, and/or by Government 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 Unit, and/or the Car-parking Space/s, and/or this Agreement, and/or upon the Total Purchase Price, and/or any or all of the Other Charges & Deposits (defined hereinafter), Apex Body Corpus Fund (defined hereinafter), interest, transfer charges, premiums, penalties together with all other amounts, charges, deposits, damages, liabilities, contributions including fund contributions and corpus, etc., as referred to herein, and agreed to be paid and/or required to be paid by the Allottee/s herein in relation to, and/or in pursuance of this Agreement, and/or upon the Organisation/s (defined hereinafter) to be formed in respect of the Project, and/or Apex Body (defined hereinafter) and Club House (defined hereinafter) to be formed in respect of the Larger Land and/or in respect of the documents and writings to be executed in their favour, as contemplated herein, and/or otherwise; and includes 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, interest, levies, or charges, in relation thereto, that is/are/may be imposed or levied by any Authorities (hereinafter referred to as "Tax" or "Taxes"); which Taxes shall be payable directly by the Allottee/s or shall be paid to the Promoter within Seven (7) days of demand raised by the Promoter.



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- (g) Clause 1.11 of the AFS is in deviation of Clause 1(e) of the Model RERA AFS, that is:

1.11. The Total Purchase Price is escalation-free, save and except escalations/increases, due to an increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter shall consequently be entitled to an increase in the Total Purchase Price proportionate to the extent of such escalations/increases. Such additional Total Purchase Price shall be determined by the Promoter and shall be due and payable on or before the Date of Offer of Possession apportioned equally between the (unpaid) balance installments of the Balance Purchase Price and payable along with the same. The Promoter undertakes and agrees that while raising a demand on the Allottee for an increase in development charges, cost, or levies imposed by the competent authorities, etc., the Promoter shall enclose the notification/order /rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

- (h) Clause 1.12 of the AFS is an addition to the Model RERA AFS and pertains to TDS, that is:

1.12. All payments shall be made by cheques, and/or demand drafts drawn in favour of the Promoter or if directed by the Promoter, in its discretion, by direct bank transfer/RTGS deposited by the Allottee/s in the Promoter's Bank Account, along with the applicable Taxes thereon, and shall be subject to deduction of applicable tax deducted at source ("TDS"). As per the Income Tax Act, 1961, TDS is presently 1% (one per cent) of all amounts to be paid to the "transferor", that is, in the present case, to the Promoter (in installments or otherwise), which TDS shall be deducted by the Allottee/s at the time of making payments and remitted in government account in accordance with the provisions of Income Tax Act, 1961. The Allottee/s agree/s and undertake/s to deliver to the Promoter, an original TDS Certificate, by the expiry of seven (7) days from the date of each payment of TDS made by the Allottee/s, and/or before the end of the respective Financial Year in which all payments of TDS would have had been made, whichever is earlier. Without prejudice to non-payment of TDS and/or non-delivery of TDS certificates as aforesaid, being a Allottee/s Event of Default (defined hereinafter), the Allottee/s shall be liable to deposit with the Promoter, an amount equivalent to the unpaid TDS, on or before the Date of Offer of Possession which amount shall be refunded after deducting Interest therefrom in respect of for the period of delay in payment of TDS by the Allottee/s to the Government and producing the TDS Certificates and the Promoter receiving the credit for the same.

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- (i) Clause 1.14 of the AFS is an addition to the Model RERA AFS, that is:

1.14. The Allottee/s shall ensure that the source of funds for all payments under this Agreement is legally valid and properly documented. The Allottee/s shall be solely responsible to disclose and justify the source of such funds to the satisfaction of statutory authorities. The Promoter shall not be held liable for any inquiries or actions arising from such source disclosures. In case of non-compliance or adverse observations by authorities, the Promoter shall be entitled to withhold possession of the Unit, and/or terminate this Agreement.

- (j) Clause 1.15 of the AFS is an addition to the Model RERA AFS, that is:

1.15. The Allottee/s declares and confirms that all payments made or to be made under this Agreement towards the Total Purchase Price and other payments and other charges shall be from the bank account of the Allottee/s or Joint Allottee/s only. In the event that any such payment is made from an account not standing in the name of the Allottee/s or Joint Allottee/s, the same shall be deemed to have been made by such person at the request and on behalf of the Allottee/s, and no right, title, or interest of any nature whatsoever shall accrue in favour of such third party in respect of the Unit. The Allottee/s acknowledges that the Promoter shall not be responsible in any manner for the verification or explanation of the source of funds used by the Allottee/s and that it shall be the sole responsibility of the Allottee/s to provide satisfactory responses and documentation to any statutory, tax, regulatory, governmental, or revenue authority that may raise a query, investigation, or inquiry in respect of such payments. In the event the Allottee/s fails to satisfactorily explain the source of such payments to the concerned authority, and such failure results in any adverse action, attachment, penalty, embargo, or notice impacting the Project or the Unit, then the Promoter shall be entitled, without prejudice to any other remedies available under this Agreement or law, to withhold the possession of the Unit and/or to terminate this Agreement forthwith. Upon such termination, the Promoter shall subject to the Allottee/s executing and registering the Deed of Cancellation (defined hereinbelow) if directed by the Promoter, refund the amount received from the Allottee/s (if and to the extent not forfeited in accordance with this Agreement) after deducting all amounts liable to be forfeited, including but not limited to earnest money, liquidated damages, non-refundable charges, and applicable Taxes, within a period of [•] ([•]) days from the date of such termination.

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- (k) Clause 1.17 of the AFS is in deviation of Clause 1(h) of the Model RERA AFS, that is:

1.17. The Allottee/s authorize/s the Promoter, at its sole discretion, to adjust/appropriate all payments made by him/her/them/it under any head(s) of dues against lawful outstandings, if any, in his/her/their/its name as the Promoter may in its sole discretion deemed fit and the Allottee/s undertake/s not to object/demand/direct the Promoter to adjust his/her/their/its payments in any manner. The Promoter will also have a first charge and lien on the Unit and the Car-parking Spaces for all amount/s (including interest thereon) which become due and payable to the Promoter by the Allottee/s (under the provisions of this Agreement) till such time as the said outstanding amount/s (including interest thereon) are paid / reimbursed to the Promoter by the Allottee/s. The Allottee/s expressly agrees to the above and undertakes not to object to the same.

- (l) Clause 1.18 of the AFS is an addition to the Model RERA AFS, that is:

1.18. All Taxes, shall be borne, paid, and discharged by the Allottee/s alone, as and when the same is required to be paid and/or as and when demanded by the Promoter and the Promoter shall never have any liability or obligation in respect thereof. The Allottee/s shall pay all other Taxes as and when they are levied, charged, become due, and payable, upon all the payments, including the Total Purchase Price installments. If any Taxes (whether retrospective or prospective in nature) arise hereafter, including, after the Date of Offer of Possession, the Allottee/s shall be solely liable to pay or reimburse (as directed by the Promoter in its discretion) such Taxes including any interest and/or penalties and/or other amounts, charges and costs, if any, in respect thereof within fifteen (15) days from the date of written demand made on the Allottee/s by the Promoter. The Allottee/s shall fully indemnify and keep indemnified and saved harmless the Promoter and Owners in respect of the matters stated above the non-payment or delayed payment, of the Taxes referred to above.

- (m) Clause 2.2 of the AFS is in deviation of Clause 2.2 of the Model RERA AFS, that is:

2.2. Time is of the essence of the contract for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the Project and handing over the Unit to the Allottee/s and the Project Common Areas & Amenities to the Organisation/s (defined hereinafter) after receiving the occupancy certificate or the completion certificate or both, as the case may be in the manner stipulated herein. Similarly, the Allottee/s shall make timely payments of the instalments of the Balance Purchase Price and other dues payable by him/her and meeting the other

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obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause (1.9) herein above (hereinafter referred to as the "Payment Plan").

- (n) Clause 3.1 of the AFS is an addition to the Model RERA AFS, that is:

3.1. The Promoter has installed and/or provided the amenities, fixtures and fittings in the Unit, as listed in the Statement annexed hereto at Annexure 'K' (hereinafter referred to as the "Unit Amenities"). The Allottee/s hereby agree/s, declare/s and confirm/s that save and except the Apartment Amenities, the Promoter is not be liable, required and/or obligated to provide any other fixtures or fittings in the Apartment.

- (o) Clause 3.2 of the AFS is an addition the Model RERA AFS, that is:

3.2. The Allottee has been informed and is aware that all natural materials, including, marble, granite, natural timber etc., contain veins and grains with tonality differences, and while the Promoter shall pre-select such natural materials for installation in the Project Building, and/or the Unit, and/or that form a part of the Unit Amenities their non-conformity, natural discoloration, or tonal differences/variations at the time of installation will be unavoidable. For betterment thereof, and/or for quality control purposes, and/or due to non-availability or short supply, any of the Unit 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, and/or similar priced materials or items may be provided. The warranties of equipment, appliances and electronic items (if any) installed in the Unit by the Promoter shall be as per the standard warranties provided by the manufacturer only and accordingly any defect in such equipment, appliances and electronic items, and/or the installation thereof, shall be rectified in accordance with the warranties provided by the system/equipment installer/manufacturer only and it is agreed and acknowledged that, beyond manufacturer warranties, comprehensive/non-comprehensive annual maintenance contracts shall be obtained by the Allottee/s. The equipment, appliances and electronic items installed and forming a part of the Unit Amenities shall be maintained, serviced and repaired by third party manufacturers, suppliers, dealers or maintenance providers who alone shall be appointed and engaged for such maintenance, service and repair etc. and if such equipment, appliances and electronic items 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.

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- (p) Clause 4.1(a) of the AFS is in deviation of Clause 3 of the Model RERA AFS, that is:

4.1. 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 put the Allottee/s to notice, 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:

(a). The total permissible Floor Space Index proposed to be utilized by it on the Project Land in the said Project, as per the Approvals, is 71,590.51 square meters, and the Allottee/s has/have agreed to purchase the said Unit based on the proposed construction, development, and sale of Aggregate Premises to be carried out by the Promoter by utilizing the proposed Aggregate Development Potential and on the understanding that the declared proposed Aggregate Development Potential shall belong to Promoter and Owners only. The areas that will be available, with or without payment of any premium/charges, to be utilised in (a) open/ enclosed/ dry/ utility balconies and exclusive terraces, cupboard niche; (b) the Project Common Areas & Amenities and (c) vehicle parking spaces are and will be in addition to the Aggregate Development Potential;

- (q) Clause 4(1)(b) to 4(1)(r) of the AFS are additions to the Model RERA AFS, that is:

4(1)(b). The Promoter and Owners intend to jointly develop the Project upon the Project Land in accordance with the Approvals obtained and to be obtained in respect of the Project. In this regard, the Promoter shall have the sole right, in its discretion, for the beneficial interest of the Project, including for the full and complete utilization of the Aggregate Development Potential (without any change to the planning of the Unit), to make any variations, alterations, amendments, or deletions, in respect of the layout and planning thereof, including the Approvals thereof, and/or for relocating/realignment, or modification, of any Project Common Areas & Amenities and/or any plans, and/or approvals in respect of the Project, and/or vary the location of accesses and/or the areas, locations, orientation and dimensions thereof; as the Promoter deems fit, in its discretion for better planning, and/or if the same is/are required by Governmental Authorities and/or as may have been mutually agreed by the Promoter and the Organization/s (defined hereinafter).

4(1)(c). The Project is, and shall be, undertaken and implemented, by the Promoter, by utilizing the Aggregate Development Potential, and in terms of the Approvals sanctioned, from time to time, with the overriding and irrevocable

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power, authority and discretion of the Promoter to complete the same, as it deems fit, in its discretion, on or before Project Completion subject to changes in circumstances, and/or Force Majeure Events, and/or market conditions, demand and supply, and/or otherwise for any other reasons or circumstances howsoever.

4(1)(d). The full completion, as determined by the Promoter in its discretion, of the Project is and includes: (i) completion of the entire construction of the Project Building, and the Project Common Areas & Amenities, (ii) receipt of all sanctions and Approvals contemplated by the Promoter in respect of the Project including the full occupation certificate, (iii) formation and registration of the Organization/s (defined hereinafter) by the Promoter, (iv) conveyance and transfer of the Project Buildings and the Project Common Areas & Amenities and the lease of the Project Land to the Organization/s (defined hereinafter), in terms of this Agreement, subject to Force Majeure Events (defined hereinafter) (hereinafter referred to as the "Project Completion").

4(1)(e). The development of the Project upon the Project Land contemplates the utilization of the Aggregate Development Potential, which may not be proportionate to the FSI and development potential attributable to and arising out of the Project Land. The Allottee/s, for himself/herself/themselves/ itself, and as a prospective member of the Organisation/s, shall not be entitled to raise any claim or dispute in respect thereof. As on the date of this Agreement, the Promoter proposes to utilize the Aggregate Development Potential permissible on the Project Land in accordance with the approved plans and Approvals. Any balance or additional FSI, if available or permissible under prevailing or future DCPR norms, may be utilized by the Promoter as per applicable laws.

4(1)(f). The Owners have sold/granted and will be selling/granting development rights in respect of FSI of 29,37,699 square feet, in favour of third parties and/or developers, for buildings to be constructed on the Aggregate Avenues comprised in the Larger Land.

4(1)(g). The Promoter confirms that the Project Common Areas & Amenities listed in Annexure 'E' specify whether the same are being provided by utilizing FSI or are free of FSI, in accordance with the MahaRERA directions.

4(1)(h). If, either prior to Project Completion, or thereafter, any FSI including fungible FSI, future FSI, premium FSI, incentive FSI, TDR, DR, or other development potential, of whatsoever nature or by whatever name called arises, and/or becomes available, and/or may be loaded or utilized upon, and/or any part of the Project Land, the same shall belong to the Owners alone and the same may, for better and beneficial planning, and/or for convenience at the Owners' discretion, form a part of the Aggregate Development Potential, and the Owners may sell and/or grant development rights in respect of the same, in favour of third parties and/or developers, for buildings to be constructed on Aggregate Avenues, from time to time, as separate projects and/or as phases of separate projects, on

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various Aggregate Avenues comprised in the Larger Land as determined by the Owner, of building/s and structure/s, including for residential, commercial, retail, and recreational, user/s (hereinafter referred to as the "Other Projects"), then in such case the Promoter shall be entitled to prepare, and have sanctioned, such plans in respect thereof, and obtain any Approvals in respect thereof. There shall be no change in the planning of the Project and of the Unit by virtue thereof.

4(1)(i). The Promoter shall be entitled, for better and beneficial planning, and/or for convenience to vary, alter and change the location, size (horizontal or vertical) etc. of any of the Project Building and/or the number of floors therein, and/or to provide for any further or additional development and construction as determined by the Promoter.

4(1)(j). The Promoter has notified the Allottee/s and the Allottee/s is/are aware that the Project Common Areas & Amenities are to be shared by all allottees, purchasers, owners and occupiers of premises in the entire Project and the Common Amenities & Infrastructure (defined hereinafter) and Club House are to be shared by all allottees, purchasers, owners and occupiers of premises in the entire Project and the Other Projects, whereby the Project Common Areas & Amenities may/ shall not be available for use or enjoyment till the time provided in Clause (5.7) and the Common Amenities & Infrastructure and Club House may/ shall not be available for use or enjoyment till the completion of the Project and the Other Projects. The Allottee/s further agrees and acknowledges that he/she/they/it shall only be concerned with the completion of the construction of the Unit.

4(1)(k). Governmental Authorities has/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, purchasers, owners and occupiers of Aggregate Units in the entire Project;

4(1)(l). The Allottee/s confirm/s and acknowledge/s that all Other Projects and/or the plans, layout plans, approvals etc. in respect thereof, being implemented, or to be implemented in future are not the subject matter of this Agreement and there shall be no right, entitlement, or interest of any allottee/s in respect thereof;

4(1)(m). The Promoter has, and shall always have, the sole and exclusive right to deal with, dispose off and alienate by way of allotment, sale, and/or to otherwise alienate, dispose off, encumber and/or create third party rights in respect of the Aggregate Premises in favour of any persons or parties and to enter into suitable agreements and writings respectively with such purchasers/allottees and acquirers, as the case may be.

4(1)(n). No persons or parties shall be involved in, or be entitled to interfere, obstruct or in any manner deal with any matters relating to the Project, and/or the Project Land, and/or the Project Building, and/or the utilization, and/or the dealing with the Aggregate Development Potential, or any part/s thereof, and/or the allotments and sales, or other alienation of the Aggregate Premises.

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4(1)(o). The Owners shall have no liability or obligation whatsoever in relation to any delay in the completion of development and construction of the Project and/or the delivery of possession of the Aggregate Premises and/or defect liability, under RERA, or otherwise and on account of: (i) any breach, default, non-observance or non-compliance by the Promoter of applicable law, and/or Approvals, (ii) any delay or default on the part of Promoter in obtaining the Approvals required to be obtained by Promoter, under the Joint Development Agreement. The Promoter shall be solely liable and responsible in respect of all matters, compliances and liabilities in respect of the Project.

4(1)(p). All purchaser/s and allottee/s, from time to time, of flats, units and premises in the Project, shall be and be deemed to be on the same footing, and have and shall always have the same rights, interests and entitlements as all the other (including initial) allottee/s and purchasers of the flats, units and premises, they shall be admitted as members of the Organization/s (defined hereinafter). All purchaser/s and allottee/s shall be admitted as and made members thereof.

4(1)(q). The Allottee/s confirm that the Promoter has disclosed all material documents, approvals, and title records to the Allottee/s and that the Allottee/s is fully satisfied with the Owners' title to the Project Land and the Promoter's entitlement to the development rights. The Allottee/s waives any right to raise objections or seek further investigation in this regard.

4(1)(r). The Allottee/s confirms that the Promoter shall be entitled, at its discretion, to re-align or relocate open spaces, parking areas, amenity spaces, and utility areas within the Project Land, provided the same does not reduce the carpet area or affect the allotment of the Unit.

- (r) Clause 4.2 of the AFS is an addition to the Model RERA AFS, that is:

4.2. The Project is, and shall be, undertaken and implemented, by the Promoter in terms of the Approvals and plans with the overriding and irrevocable power, authority and discretion of the Promoter to complete the same as it deems fit, in its discretion, on or before Project Completion subject to changes in circumstances, and/or Force Majeure Events, and/or market conditions, demand and supply, and/or otherwise for any other reasons or circumstances howsoever.

- (s) Clause 4.3 of the AFS is an addition to the Model RERA AFS, that is:

4.3. The development of the Project Land, and the Project, shall be considered to be complete only upon Project Completion.



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- (t) Clause 4.4 of the AFS is an addition to the Model RERA AFS, that is:

4.4. The Promoter shall have, at all times, the following exclusive, and absolute rights, powers and authorities, in its discretion, that is:

- (a) *to use, utilize and consume the entire Aggregate Development Potential in the Project including for effecting any construction thereon in terms of said Agreements, and/or otherwise as may be permitted by Applicable Law.*
- (b) *to designate, allocate, reserve and/or relocate, realign, modify, and amend from time to time, any Project Common Areas & Amenities, infrastructure, facilities, shared services, open spaces, parking spaces, gardens, recreational facilities, internal roads, entrances and accesses, in respect of the Project and Complex, including in pursuance of Applicable Law, and/or by virtue of any approvals, and/or as may be required by the Governmental Authorities;*
- (c) *to 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 to designate and allocate any premises, areas, and spaces, upon or in the Project Land to any persons, including third-party service providers, and/or Promoter Affiliates, for the purpose of facilitating the provision and proper maintenance of utility services including without limitation, electricity, water and telecommunication related services).*

- (u) Clause 4.5 of the AFS is an addition to the Model RERA AFS, that is:

4.5. The Allottee/s hereby confirm/s personally and as a prospective member/s of the Organization/s, 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 are of the Promoter, as recorded and contained in this Agreement including this clause, and the Promoter's intent and desire in respect of the Project Land and the developments thereof;*
- (b) *the Allottee/s has, and shall have no right, now or in future, to make, or raise, any objection to the rights, powers, authorities, discretions and entitlements of the Promoter as contained in this Agreement including this clause, and no consent or permission in that regard shall be required to be obtained or given by them;*

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

- (v) Clause 5.1 of the AFS is in deviation of Clause 6 of the Model RERA AFS, that is:

5.1. The Promoter shall give possession of the Unit to the Allottee/s on or before _____ day of _____, 20____ ("Date of Offer of Possession"). If the Promoter fails or neglects to give possession of the Unit to the Allottee/s by the Date of Offer of Possession, on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee/s the amounts already received by him in respect of the Unit with interest at the rate of herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of the Unit on the Date of Offer of Possession, if the completion of Project Building in which the Unit is to be situated is delayed on account of –

- (i) *war, civil commotion, or act of God;*
- (ii) *any notice, order, rule, notification of the Government and/or other public or competent authority/court.*

- (w) Clause 5.2 of the AFS is an addition to the Model RERA AFS, that is:

5.2. The Promoter shall, in its discretion, address a communication (in writing) to the Allottee/s offering an inspection of the Unit, on a specific date and time fixed by the Promoter. The Allottee/s shall thereupon be bound and liable to undertake such inspection along with the Project Architect and/or Project Engineer, and to satisfy himself/herself/themselves/itself that the Unit has been constructed as per the Approvals and the Unit Amenities have been provided as per this Agreement. If, during the course of such inspection, the Allottee/s points out to the Project Architect and/or Project Engineer any defects or deficiencies in respect of the Unit, the Project Architect shall, if such objection/s raised by the Allottee/s is/are valid, enter the same, if valid, upon an inspection sheet which shall be signed by the Allottee/s and the Project Architect and/or Project Engineer. Thereupon, the Promoter shall endeavor to rectify and remedy such defects or deficiencies prior to the Date of Offer of Possession. Other than the defects or deficiencies entered upon the inspection sheet, the Promoter shall not be liable to make good remedy or rectify any other defects or deficiencies noticed

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or pointed out by the Allottee/s at the Possession Date. Notwithstanding anything to the contrary stated hereinabove, if the Allottee/s fail/s to attend at the inspection he/she/they/it shall be deemed to have fully accepted the construction, state and condition of the Unit and shall not be entitled to raise any objection, dispute or difference whatsoever in respect thereof.

- (x) Clause 5.3 of the AFS is an addition to the Model RERA AFS, that is:

5.3. The Allottee/s shall, no later than _____ (_____) Days prior to taking possession of the Unit make payment of all the then balance/remaining payments/amounts payable under this Agreement including the Balance Purchase Price and all other Charges & Deposits and complete all formalities in respect thereof, including executing and delivering to the Promoter: (i) all writings and papers as may be necessary, including letter/s of possession and for electric meter, transfer forms, affidavits and other papers for formation and registration of the Organization/s (defined hereinafter), (ii) executing a declaration-cum-undertaking in terms of a draft prepared by the Advocates and Solicitors of the Promoter, (iii) paying a security deposit (as determined by the Promoter) to the Promoter, which shall be adjusted towards the actual cost of electricity, water, utilities, debris removal and other direct expenses that may be incurred by the Promoter in relation to the Unit and (iv) the Allottee/s shall also pay all payments made/or required to be made, by way of betterment charges, development charges, contributions etc.. Without prejudice to the above, the Allottee/s shall be liable to comply with all his/her/their/its obligations under this Clause (5) and take possession of the Apartment no later than _____ (_____) Days from the Possession Date, failing which the Allottee/s shall be solely responsible/liable for all loss or damage that may be suffered by the Promoter on account of such default.

- (y) Clause 5.4 of the AFS is an addition to the Model RERA AFS, that is:

5.4. The Allottee/s: (i) shall ensure that on or after taking possession of the Unit, his/her/their/its interior works in the Unit do not prejudice, affect or hinder in any manner the efforts and actions of the Promoter to obtain the balance/remaining Approvals in respect of the Project, and (ii) undertake/s not to cause any damage to the Unit and/or the Project Building, and in the event any damage is caused, the Allottee/s agree/s and undertake/s to reimburse the Promoter all costs related to the remediation and rectification thereof. The Allottee/s also accept/s acknowledge/s that as on the Date of Offer of Possession, the construction works in the Unit 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 Project Common Areas & Amenities.

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- (z) Clause 5.5 of the AFS is an addition to the Model RERA AFS, that is:

5.5. If the Date of Offer of Possession has occurred and the Allottee/s has/have not complied with any of his/her/their/its obligations under this Agreement, including this clause (5), and/or the Allottee/s refuse/s to take possession of the Unit, then the same shall be a Allottee/s Event of Default (defined hereinafter). Without prejudice to its right of termination in such a case, the Promoter may, in its discretion, condone the delay, and/or default, by the Allottee/s on the condition that the Allottee/s shall pay all its other liabilities and obligations herein, including payment of all purchase price and all other amounts, Taxes, charges due and payable under this Agreement, on and from the date of offer of possession, till the Allottee/s is/are in full compliance with its obligations under this Agreement. Further, the Allottee/s agree/s that notwithstanding that the Promoter may have condoned the Allottee/s delay as aforesaid, 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 Unit and/or the Project Building and he/she/they/it shall be deemed to have irrevocably confirmed that he/she/they/it is/are fully satisfied in respect thereof.

- (aa) Clause 5.6 of the AFS is an addition to the Model RERA AFS, that is:

5.6. The Allottee/s confirms that if and when he/she/they/it is/are permitted to enter upon the Unit, on or by 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 and consequently, the Promoter shall be discharged from its liabilities, responsibilities and obligations with regard to the same.

- (bb) Clause 5.7 of the AFS is an addition to the Model RERA AFS, that is:

5.7. The Promoter shall endeavor to make available the Project Common Areas & Amenities as set out in Annexure 'E', by the Project Completion subject to receipt of applicable approvals and Force Majeure Events detailed herein.

- (cc) Clause 5.8 of the AFS is an addition to the Model RERA AFS, that is:

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

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the Project Building 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 Unit for occupation on the basis of such occupation/part occupation certificate which relates to the Unit. 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.

- (dd) Clause 5.9 of the AFS is an addition to the Model RERA AFS, that is:

5.9. If, on, or prior to, the Date of Offer of Possession, there are any Balance Purchase Price installments and other amounts, Taxes, charges due and payable under this Agreement 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 possession of the Unit and the use of the Car-parking Spaces as aforesaid, only upon he/she/they/it having made payment thereof to the Promoter and/or complied with such obligation.

- (ee) Clause 5.10 of the AFS is an addition to the Model RERA AFS, that is:

5.10. The Promoter shall endeavor to take all such steps and precautions necessary to achieve construction, completion as contemplated herein. However, if on account of any Force Majeure Events, there is any delay or anticipated delay in the Date of Offer of Possession, then the Promoters shall not be responsible or liable in any manner, and the same shall both automatically and forthwith stand extended for a period that is equivalent to the period that the Force Majeure Event continues and has continued and an additional period of [insert number of days] 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 Promoters 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.

- (ff) Clause 5.12 of the AFS is an addition to the Model RERA AFS, that is:

5.12. In spite of all the necessary steps and precautions taken while designing and constructing the Project, concrete slabs/beams may deflect due to self-weight, imposed load, creep and/or shrinkage phenomena (the inherent properties of concrete), for years after construction. Further the Allottee/s may come across

[Signature]

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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 purchasers/owners/occupants of the Aggregate Units in the Project Building. The Allottee/s agree/s and covenant/s not to hold the Promoter liable and/or responsible in respect thereof.

- (gg) Clause 6.1 of the AFS is in deviation of Clause 4.1 of the Model RERA AFS, that is:

6.1. If the Promoter fails to abide by the time schedule for completing the Project and handing over the Unit to the Allottee/s, the Promoter agrees to pay to the Allottee/s, who does not intend to withdraw from the Project, interest at the rate specified in the RERA, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession of the Unit. If the Allottee/s elects to withdraw from the Project due to such delay, the Allottee/s shall be entitled to terminate this Agreement by giving a written notice to the Promoter. Upon such termination, the Promoter shall refund the entire amount received from the Allottee/s (except any Tax Liabilities, stamp duty and registration fees paid by the Allottees and brokerage charges incurred by them on this Agreement), along with interest at the rate prescribed under RERA, within 45 (forty-five) days from the date of such termination notice. These rights are without prejudice to any other rights and remedies available to the Allottee/s under the provisions of RERA and Applicable Laws. If the Allottee/s elects to continue then 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.

- (hh) Clause 6.2 of the AFS is an addition to the Model RERA AFS, that is:

6.2. The Allottee/s shall be liable to pay to the Promoter, interest at the rate as specified in the RERA, on all the delayed payments which become due and payable by the Allottee/s to the Promoter under the terms of this Agreement, calculated from the due date till the date of actual payment with interest. In the event of delay in payment of any instalment, the Allottee(s) shall be liable to pay administrative charges of Rs. 5,000/- per default in addition to interest. Further, dishonour of any cheque shall constitute an Allottee/s Event of Default, entitling the Promoter to exercise remedies including termination.

g.f.

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- (ii) Clause 6.3 of the AFS is in deviation of Clause 4.2 of the Model RERA AFS, that is:

6.3. Without prejudice to the right of Promoter to charge interest in terms of sub clause 6.1 above, on the Allottee: (a) committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of Taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of instalments (hereinafter referred to as the "Allottee/s Event of Default"), the Promoter shall at its own option, may terminate this Agreement; Provided that, the Promoter shall give notice of fifteen days in writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee/s, of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period,

- (jj) Clause 6.4 of the AFS is an addition to the Model RERA AFS, that is:

6.4. If the Allottee/s has opted to terminate this Agreement, and has terminated the same in strict accordance with Clause (6.1), then the Promoter shall refund to the Allottee/s the Purchase Price Installments and Other Charges & Deposits (defined hereinafter), received and realized by the Promoter (except any Tax Liabilities, stamp duty and registration fees paid by the Allotees and brokerage charges incurred by them on this Agreement) together with simple interest thereon at the rate of _____ per-cent (___%) per annum calculated respectively from the date such payments were received and realized by the Promoter, less the brokerage/commission paid to estate agent/s in relation to the allotment of the Unit. In a situation of termination other than by virtue of Force Majeure Events, the Promoter shall additionally pay a one-time fixed pre-estimated liquidated damages of Rs. _____/- (Rupees _____ Only) per square foot Carpet Area of the Unit (which the Parties consider to be reasonable, and not as a penalty). The aforesaid amounts shall be refunded/paid in six (6) equal monthly installments, by post-dated cheques, the first monthly installment of which shall commence from the next succeeding month from the date of receipt by the Promoter of the said notice of termination by the Allottee/s. The date of the Allottee/s aforesaid notice of termination shall be and be deemed to be the date on which this Agreement has stood terminated and cancelled provided that the Promoter may, in its discretion, require the Allottee/s, as a condition precedent to the aforesaid refund/payments to execute and register a Deed of Cancellation recording such termination and cancellation of this Agreement.

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(kk) Clause 6.5 of the AFS is an addition to the Model RERA AFS, that is:

6.5. If due to Applicable Law, and/or any action of Governmental Authorities, and/or any legal action, circumstances, or reasons, and/or any Force Majeure Events, the Promoter, in its discretion, is of the opinion that the Project, including construction of the Project Building, and/or the Project Common Areas & Amenities shall or may be suspended, or stopped, for twelve (12) months, or more, or any part of the Project has, in fact, been stopped or suspended for the aforesaid period of twelve (12) months, then the Promoter shall be entitled, in its 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; provided that the Promoter may, in its discretion, direct the Allottee/s to execute and register the Deed of Cancellation, which the Allottee/s shall be bound and liable to do. Pursuant to the aforesaid termination, and subject to the Allottee/s executing and registering the aforesaid Deed of Cancellation, if called upon by the Promoter, and thereupon the Promoter shall refund to the Allottee/s solely the Total Purchase Price installments and unutilized Other Charges & Deposits (defined hereinafter) received and realized by the Promoter, together with interest thereon at the rate of _____ per-cent (____%) per annum from the date such payments were received and realized by the Promoter (except any Tax Liabilities, stamp duty and registration fees paid by the Allotees and brokerage charges incurred by them on this Agreement). . 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 Unit, shall be paid by the Promoter, in six (6) equal monthly installments, by post-dated cheques, the first monthly installment commencing from the succeeding month after the date of receipt of the aforesaid letter of termination by the Allottee/s. 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.

(ll) Clause 6.6 of the AFS is an addition to the Model RERA AFS, that is:

6.6. 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, shall forthwith apply and bind the Allottee/s, that is:

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- (a). *the Allottee/s shall cease to have any right, title, interest, claim, or demand in or to the Unit and the Car-parking Space/s, under this Agreement, and the Promoter shall be fully and freely entitled, without any objection, or obstruction, to allot and sell, deal with and/or otherwise encumber, alienate or dispose off the same, in such manner, for such consideration and on such terms and conditions as the Promoter deems fit, in its discretion;*
- (b). *the Allottee/s shall never be entitled to make or raise any claim in respect of the appreciation in value or price of the Unit and/or the Car-parking Space/s as a result of any increase in market price, or as a result of any accretion or improvement that may have been made or installed at the request of the Allottee/s, or otherwise arising howsoever; and,*
- (c). *any mortgage, charge, lien or security interest created by the Allottee/s over the Unit, and/or the Car-parking Space 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.*

(mm) Clause 6.7 of the AFS is an addition to the Model RERA AFS, that is:

6.7. In the event this Agreement is terminated by the Promoter and the possession of the Unit has already been handed over, the Promoter shall have the right to immediately re-enter and take possession of the Unit and the Car-parking Space/s, and the Allottee/s shall be liable to quit and deliver peaceful possession without any protest. If the Allottee/s fails to do so, he/she/they shall be liable to immediate ejectment as a trespasser.

(nn) Clause 6.8 of the AFS is an addition to the Model RERA AFS, that is:

6.8. The Promoter shall, in respect of any amounts remaining unpaid by the Allottee/s under the terms and conditions of this Agreement, have a first and paramount lien and charge on the said Unit and the Car-parking Space/s, to the extent of such unpaid amount.

(oo) Clause 9.1 of the AFS is in deviation of Clause 9 of the Model RERA AFS, that is:

9.1. The Allottee/s along with other allottee(s) of units (and not of the lessees/licensees thereof or occupants in any capacity other than as allottee/s) in the Project Building shall join in forming and registering the Society or Association or a Limited Company permitted under, RERA (hereinafter referred to as the "Organization/s") to be known by such name as the Promoter and Owners may

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decide and for this purpose also from time to time sign and execute the application forms, papers, declarations, documents and other writings for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter and Owners to register the common organisation of Allottee, subject to events of Force Majeure Events. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. The nature, type, and constituents of the Organization/s shall be determined by the Promoter in its discretion.

(pp) Clause 9.2 of the AFS is an addition to the Model RERA AFS, that is:

9.2. Upon the Owners completing, in their discretion, the development of all phases of the projects in the Larger Land, which shall mean and include construction of all the buildings therein, the Club House and the Common Amenities & Infrastructure, all organizations in respect of all the projects in the Larger Land being formed and constituted and all the Deed/s of Conveyance-cum-Lease Buildings (defined hereinafter) having been executed in favour of such organizations, the Owners shall, in its discretion, form a corporate body, association, organizations or other entities, under any Applicable Law (hereinafter referred to as the "Apex Body") having as its members the organisations/s (including the Organisation/s formed in respect of the Project) and entities & organizations of Other Projects in the Larger Land, and/or the Owners, and/or any other persons or parties, including the holders and/or lessees, from time to time, of parts or portions of the Larger Land, and/or the owners and/or holders, from time to time, of any buildings or structures developed thereon as projects, and the Owner; as the Owners deem fit in their discretion, for the maintenance and repairs of the Larger Land and Common Amenities & Infrastructure.

(qq) Clause 9.3 of the AFS is an addition to the Model RERA AFS, that is:

9.3. The Promoter and Owners shall, after full completion of the Project Building and in accordance with the provisions of RERA, cause to be executed and registered deed of conveyance-cum-lease (hereinafter referred to as the "Deed/s of Conveyance-cum-Lease"): (a) granting to the Organization/s a fully transferable, assignable and heritable lease of the Project Land underneath the

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Project Building and six meters appurtenant area thereto for a term of nine hundred and ninety-nine (999) years from the date of grant thereof, at or for a ground rent of Re. 1/- (Rupee One Only) per annum and other charges and Taxes, subject to payment of applicable Taxes and outgoings, and upon, inter alia, the terms, provisions, covenants, reservations and conditions recorded and contained in this Agreement and reserving all rights of the Promoter and Owners herein, and (b) conveying and transferring to the Organization/s, the Project Buildings and the Project Common Areas & Amenities. The Promoter and the Owners shall execute such Deed of Conveyance-cum-Lease within a period of three months from the date of issuance of the Occupancy Certificate for the Project Building and the formation and registration of the Organization/s. It is clarified that the Larger Land (including the Project Land) and Common Amenities & Infrastructure shall not be transferred to the Organization/s, but shall be transferred by the Owners to the Apex Body, upon its formation in accordance with Clause (9.2), for the purpose of common enjoyment, operation, and maintenance by all allottees across the Larger Land. The Promoter and Owners shall take all necessary steps to execute all required documents and complete such transfer within a reasonable period upon formation of the Apex Body.

- (rr) Clause 9.4 of the AFS is an addition to the Model RERA AFS, that is:

9.4. The Promoters and Owners shall, on or prior to execution and registration of the Deed/s of Conveyance-cum-Lease in favour of the Organization/s formed in respect of the Project, make full and true disclosure of the nature of its title to the Project Building and the Project Land, to the Organization/s concerned, as well as encumbrances thereon, if any, including any right, title, interest or claim of any person/s in, to or upon the same.

- (ss) Clause 9.5 of the AFS is an addition to the Model RERA AFS, that is:

9.5. The Allottee/s agree and confirm, personally and as prospective member/s of the applicable Organization/s, that he/she/they/it, is/are not entitled to and shall never raise any objection or dispute and/or claim any compensation, if the area of the Project Land and/or any or all of the Project Buildings, and/or the remaining development of the Project, that is proposed to be transferred as provided in this Clause (9), shall be at variance with, or may be less than, the area contemplated, or referred by herein. including virtue of any reservations, encroachments, spaces for sub-station (by electricity supply company), if any, and/or the reservations being handed over and transferred to and/or acquisition of any portion of the Project Land and/or the Larger Land by the VVCMC and/or other governmental authorities, during the course of developments of the Larger Land, or for any other reason whatsoever. The Allottee/s confirms that

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he/she/they/it is/are aware that the area of the Project Land may be subject to variation due to adjustments for reservations, amenities, RG/PG areas, or land under acquisition as per VVCMC or planning authorities.

- (tt) Clause 9.6 of the AFS is an addition to the Model RERA AFS, that is:

9.6. The lease in perpetuity to be executed by the Owners and Promoter in favour of the Organization/s formed in respect of the Project at a nominal lease rent shall, inter alia, contain covenants to be observed and performed by the Organization/s formed in respect of the Project viz: (I) to pay the share of Taxes in respect of all Taxes, assessment, dues, cesses and outgoings, in respect of the said Building and/or the Project Land and/or any portion thereof, (II) to bear and pay the nominal lease rent as stipulated in the Lease, (III) to bear and pay any contribution of costs, charges and expenses as may be levied by the Owners or the Apex Body, (IV) not be entitled to any part or portion of the Aggregate Development Potential which shall always stand vested in the Owners and the Owners shall always be entitled to utilize and exploit the same on the Larger Land as it deems fit and the entities & organizations formed in respect of the Project and the Other Projects shall not have any objection in this regard, (V) to do all other acts, deeds, matters and things as may be necessary to enable the Owners to continue / resume the development of the remaining phases in respect of the Other Projects on the remaining portion of the Larger Land, and the Common Amenities & Infrastructure and Club House without any obstruction, hindrance or interference from the Organisation/s or any of its members it being agreed that breach of any of these covenants will entitle the Promoter and Owners to terminate the lease and to re-enter the Project Land or any portion thereof including the said Project Building in accordance with the provisions of the law, (VI) to become a member of the Apex Body as and when formed along with other entities & organizations formed in respect of the Other Projects for the purpose of repair and maintenance of the Common Amenities & Infrastructure and for acceptance of the Deed/s of Conveyance-cum-Lease of the reversionary rights of the Owners in the Entire Land upon completion of the entire Project and Other Projects. The entire development of the Larger Land shall deemed to be completed upon the development of the Larger Land by utilization of the entire Aggregate Development Potential in accordance with any scheme introduced by the Government, CIDCO/VVCMC/Planning Authority, MMRDA or any other statutory bodies/authorities and on completion of the Common Amenities & Infrastructure including Amenity Plots, Club House and buildable reservations by construction of all buildings thereon and completion of the Common Amenities & Infrastructure and the sale of built-up areas therein and receipt of all sale and other proceeds and deposits and amounts payable under these presents and the agreements to sell and / or let-out made with purchasers and /



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or lessees, licensees, etc. and formation of the Organisation/s and all entities and organisation/s formed in respect of the Other Projects and execution of Leases in favour of the Organisations/s formed in respect of the Project and entities & organizations Other Projects and the transfer and conveyance of the Buildings in favour of the Organisations/s formed in respect of the Project and entities & organizations Other Projects and, formation of the Apex Body and transfer of the reversionary rights of the Owners in the Larger Land to the Apex Body. The Allottee/s shall not raise any objection and/or claim any compensation if the area of the Project Land to be leased is less or more than the area shown in the Second Schedule hereunder written.

- (uu) Clause 9.7 of the AFS is in deviation of Clause 9.1 of the Model RERA AFS, that is:

9.7. The Owners shall, within three months of registration of the Apex Body, execute and register Deed/s of Conveyance in favour of the Apex Body, inter alia transferring the Owners' reversionary rights in the Larger Land to the Apex Body and transferring and conveying the Common Amenities & Infrastructure and Club House to the Apex Body.

- (vv) Clause 9.8 of the AFS is an addition to the Model RERA AFS, that is:

9.8. The Promoter shall execute the Deed/s of Conveyance-cum-Lease 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. It is further agreed and clarified that:

- (i) *The Apex Body shall be formed by the Owners after the formation of the Organisations/s formed in respect of the Project and all entities & organizations Other Projects and the execution of all leases and conveyance of the respective buildings in their favour to look after the repair and maintenance of the Common Amenities & Infrastructure, Club House and the management of the Corpus Fund;*
- (ii) *the Apex Body and/or the respective entities and organisations/s (including the Organisation/s formed in respect of the Project) shall not be competent and it shall not be within the power, authority and/or jurisdiction of Apex Body and/or the respective entities & organizations (including the Organisation/s) formed in respect of the Project and the Other Projects to deal with any matters relating to the development of the Larger Land or any part thereof or the transfer or the sale or utilization of any part of the Aggregate Development Potential. The Apex Body and/or the respective Entities & Organizations (including the Organisation/s) formed in respect of the Project and the Other Projects shall strictly function*

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within the frame work of its constitution as framed by the Owners. All the development potential of the Larger Land including in the form of the existing and future FSI (whether by change of law or otherwise) and/or TDR to arise in any manner whatsoever shall always stand vested in the Owners and the Owners shall always be entitled to utilize and exploit the same on the Larger Land or any part thereof and/or upon the buildings constructed thereupon in such manner as it deems fit;

(iii) *The Apex Body shall not admit any outside societies, organizations, bodies as its members, save and except, those formed in respect of the buildings constructed on the Larger Land.*

(xx) Clause 9.9 of the AFS is an addition to the Model RERA AFS, that is:

9.9. All the documents, writings, Deed/s of Conveyance-cum-Lease, Deed/s of Conveyance in favour of the Apex Body etc., to be executed in the lease/s and the conveyance/s and transfer/s, as referred in this Clause (9) and all other related documents and writings to be executed in relation thereto and/or in pursuance thereof, including bye-Laws, rules and regulations of the Organization/s formed in respect of the Project, 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, in its discretion.

(ww) Clause 9.10 of the AFS is in deviation of Clause 9.3 of the Model RERA AFS, that is:

9.10. Within 15 days after notice in writing is given by the Promoter to the Allottee/s that the Unit is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Unit) of outgoings and maintenance charges, in respect of the Project Land and Project Building/s namely local taxes, property taxes, non-agricultural taxes, rates, taxes, cesses, assessments, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, parking charges, common lights, costs for running generator, repairs, cleaning and lighting the passages, landings, staircases, costs of maintenance, management and upkeep of Project Common Areas & Amenities, and operation and maintenance and repairs of lifts, water pumps, utility charges, and salaries of all staff including clerks, managers, security, bill collectors, chowkidars, sweepers, liftmen, gardeners and all other expenses necessary and incidental to the management and maintenance of the

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Project Land and Project Building and other charges and levies of like nature, payable in respect of the Project including the Project Building and the Unit to all Governmental Authorities and/or any private bodies, security agencies, house-keeping agencies, and other persons. Until the Organization/s is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. _____/- (Rupees _____ Only) per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of a lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of the lease being executed for the structure of the building or wing, the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be. For this purpose, the Allottee/s shall, no later than seven (7) days from the date of the bills/invoice raised by the Promoter, or the Organization/s, pay and discharge to the Promoter or directly to the Organization/s, as the Promoter directs, either on or before taking possession of the Unit or subsequent thereto as per the bills/invoice raised by the Promoter, or the Organization/s, or as may be specified by the Organization/s, his/her/their/its proportionate share thereof.

- (xx) Clause 10.1 of the AFS is in deviation of Clause 10 of the Model RERA AFS, that is:

10.1. The Allottee shall on or before delivery of possession of the Unit pay to the Promoter, the following amounts:

- (i) Rs. 600/- (Rupees Six Hundred Only) for share money/ application/entrance fee of the Organization/s which is non-refundable deposit;*
- (ii) Rupees 30,000/- (Rupees Thirty Thousand Only) for the corpus fund of the Organisation/s;*
- (iii) Rs. 5000/- (Rupees Five Thousand Only) for formation and registration of the Organisation/s which is non-refundable deposit;*
- (iv) Rs. 5000/- (Rupees Five Thousand Only) for proportionate share of taxes, maintenance and other charges;*

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- (v) Rs. 5000/- (Rupees Five Thousand Only) towards legal charges;
- (vi) Rs. _____/- (Rupees _____ Only) towards non-refundable deposit towards installation of transformer & electric meter;
- (vii) Rs. _____/- (Rupees _____ Only) towards non-refundable deposit towards installation of water meter;
- (viii) Rs. _____/- (Rupees _____ Only) towards development charges;
- (ix) Rs. _____/- (Rupees _____ Only) towards 24 (Twenty-Four) months advance maintenance charges;
- (x) Rs. 50,000/- (Rupees Fifty Thousand Only) Towards Club House Membership fee.

- (yy) Clause 10.2 of the AFS is an addition to the Model RERA AFS, that is:

10.2. The Other Charges & Deposits are non-refundable, and shall not carry any interest. Save and except for the amounts/payments mentioned in serial no. (i) above, the Promoter shall never be liable, at any time, to render account of such amounts/payments to the Allottee/s, and/or to the Organization/s.

- (zz) Clause 10.3 of the AFS is an addition to the Model RERA AFS, that is:

10.3. The Allottee/s shall within seven (7) days from the demand being made by the Promoter in this regard, and in any event prior to the Date of Offer of Possession, also pay to the Promoter the Corpus Fund referred to in Clause (10.1) (iii) hereinabove.

- (aaa) Clause 10.4 of the AFS is an addition to the Model RERA AFS, that is:

10.4. The Allottee/s hereby agree/s and undertake/s to pay to the Promoter, on demand, or as directed by the Promoter, no later than fifteen (15) days prior to the Date of Offer of Possession:



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- a) *such additional amount or amounts as determined and/or demanded by the Promoter in respect of any additional amenities, facilities or services as may be provided by the Promoter, as the Promoter may provide in the interest of or for better development of the Project;*
- b) *proportionate increase in premiums, betterment charges, development charges, transfer charges etc. payable to authorities; and,*
- c) *any other charges, Taxes, liabilities, deposits and/or other amounts whatsoever, which are not referred to herein, and as may become payable at any time and/or for any reason.*
- d) *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.*
- e) *the Promoter shall, in the interest of the Allottee/s, and the Project, take decisions regarding management and allocation of funds/monies, and the type, mode, quality of services to be provided, in respect of the Project, and the management and administration thereof;*
- f) *The Allottee/s agree/s that, until it hands over charge to the Organization/s, as provided in Article (13), the Promoter, and/or any persons engaged by it shall maintain, manage and secure the Project and all components and parts thereof. During such time, the Allottee/s shall pay, and the Promoter shall collect, all contributions towards maintenance charges, outgoings and other charges.*

(bbb) Clause 10.5 of the AFS is an addition to the Model RERA AFS, that is:

10.5. The Project Common Areas & Amenities, shall be for the benefit of all allottees, purchasers, owners and occupiers of Aggregate Units in the entire Project. Subject to the Allottee/s complying with, observing and performing all the terms, conditions and provisions of this Agreement, including making payment of the Total Purchase Price and Other Charges & Deposits, the Allottee/s will be entitled to apply for and take up membership of Club House, and after it hands over charge to the Apex Body, the Allottee/s may access, use, and enjoy the same, in respect of which the Allottee/s will be liable to comply with certain terms and conditions, and make payment of certain fees and charges as stated in Clause (7) above.

(ccc) Clause 10.6 of the AFS is an addition to the Model RERA AFS, that is:

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10.6. The Promoter has informed the Allottee/s of the following facts, matters and circumstances that shall pertain to the Project Common Areas & Amenities, which the Allottee/s has/have fully accepted, agreed and confirmed that is:

- a. the Project Common Areas & Amenities shall be for all allottees, purchasers, owners and occupiers of Aggregate Units in the entire Project (collectively, "Users"), and all such Users shall use and enjoy the same on the same basis and consistently, without any preferential, exclusive or additional/further right or benefit;*
- b. the management and operations of the Project Common Areas & Amenities shall, until it hands over charge to the Organization/s, be under the sole, exclusive and absolute control of the Promoter and Owners who shall be entitled to inter alia, frame, and implement, the aforesaid rules and regulations in respect thereof;*
- c. the entitlement to use the Project Common Areas & Amenities 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 Unit by the Allottee/s, or their assigns to any persons ("Unit Transferees"), the Unit Transferees shall solely be entitled to use and enjoy the Project Common Areas & Amenities 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 Unit Transferees making the necessary applications for membership and completing all formalities as may be required of them, at such time. Under no circumstances, shall the Allottee/s or any Unit Transferees be entitled to use, enjoy or access the fitness centre and recreational facilities after he/she/they/it have sold and transferred the Unit;*
- d. there may be recreational, social and other related events, performances, activities, parties, gatherings, etc. held in the Club House, and/or in the recreational facilities during the day or night, by the Owners and/or Promoter, the Organization/s, and/or Users. The Allottee/s, for himself/herself/themselves /itself and as a prospective member of the Organisation/s, shall not be entitled to raise any disputes, differences, or objections in and/or hinder, restrict, obstruct or interfere;*
- e. the Project Common Areas & Amenities shall be set up by the Promoter and maintained until it hands over charge to the Organization/. The Allottee/s shall abide by all terms, conditions, stipulations, rules, regulations and bye-laws in respect of the Project Common Areas & Amenities and its use and enjoyment, as may be prevailing or framed for the time being or from time to time by the Promoter and Owners, and/or the Organisation/s, and to pay and discharge all dues and outgoings both of a capital and recurring nature in this behalf; provided*

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that such constitution, bye-laws, rules and regulations may be as drawn or framed by the Promoter and Owners and/or the Organisation/s as the case may be, and the Allottee/s shall not raise any objection or dispute in that regard, of any nature whatsoever.

f. the Promoter and Owners, or the Organization/s, shall maintain the Project Common Areas & Amenities out of the monthly maintenance charges as received. However, if at any time prior to it hands over charge to the Organisation/s, the charges and expenses required for maintenance of Project Common Areas & Amenities such additional amount collectively from all the said allottees/users/purchasers of Aggregate Units in the Project Building as may be required to properly manage and operate the Club House. In the event of a substantial number of the Users delaying or defaulting in payment of such additional amount demanded by the Promoter and Owner, the Promoter and Owner shall not be obliged to operate and maintain the Project Common Areas & Amenities and may, at their discretion, stop running, maintaining and managing the Project Common Areas & Amenities and/or suspend its maintenance and management till such amount of money as would be adequate for the said purpose, are received by them.

g. the Allottee/s agree/s, declare/s and confirm/s that he/she/they/it has/have read and understood the aforesaid terms and conditions pertaining to the Project Common Areas & Amenities and has/have made a conscious decision to enter into this Agreement with full knowledge and notice of the same. The Allottee/s accordingly agree/s to peaceably and quietly use and enjoy the Project Common Areas & Amenities (as and when constructed and ready for use) in common with the Users on the terms and conditions contained in this Agreement.

(ddd) Clause 10.7 of the AFS is an addition to the Model RERA AFS, that is:

10.7. The Promoter shall maintain a separate account in its books in respect of the Other Charges & Deposits and the amount recorded in clause (10.1), and the same shall be retained by the Promoters until the formation of the Organisation/s in respect of the Project in terms of this Agreement. The Promoters shall be liable to render account of such amounts only to such Society and not individually to any persons, including the Allottee/s, at any time.

(eee) Clause 10.8 of the AFS is an addition to the Model RERA AFS, that is:

10.8. If at any time prior to the handover of the Project, the actual charges and expenses required to be made for the outgoings, maintenance and upkeep the Project Common Areas & Amenities and other facilities/areas to be maintained

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by the Organisation/s, the same will be adjusted in the following manner: (a) against the accretions of the Corpus Fund and for deficit/additional amount, if any, Promoter and Owners shall raise bills periodically to all the allottees/purchasers/owners of the Aggregate Premises in the Project, using the aforesaid facilities, and if the allottees/purchasers/owners of the Premises in the Project fail to pay, the same shall be adjusted from the Corpus Fund; and (b) if the Corpus Fund is exhausted, then Promoter and Owners shall raise bills periodically to the allottees/purchasers/owners of the Aggregate Premises in the Project, and for this purpose, and the Allottee/s shall, no later than seven (7) Days from the date of bill/invoice raised by the Promoter, pay the dues to Promoter.

(ff) Clause 11 of the AFS is in deviation of Clause 11 of the Model RERA AFS, that is:

11. The Allottee shall pay to the Promoter a sum of Rs. _____/- (Rupees _____ Only) for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with the formation and registration of the said Organisation/s, or Apex Body and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease. In the event there is an additional cost in respect of the aforesaid matter, then the Promoter shall raise a demand on the Allottee for such additional costs. 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 entities & organizations in respect of the Project and the Other Projects on the Larger Land and/or the Apex Body. The aforesaid costs in respect of the Organisation/s shall be borne and paid proportionally by allottees and purchasers of the units in the Project and the aforesaid costs in respect of the Apex Body shall be borne and paid proportionally by all the Organizations/s formed in respect of the Project and all other entities and originations formed in respect of the Other Projects; and the Promoter shall not bear or pay the same or contribute towards the same at all.

(ggg) Clause 12 of the AFS is in deviation of Clause 12 of the Model RERA AFS, that is:

12. At the time of registration of Deed/s of Conveyance-cum-Lease of the structure of the Project Building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges and out of pocket expenses payable, by the Organisation/s on such document or instrument of transfer in respect of the structure of the said Project Building. At the time of registration of Deed/s of Conveyance of the Larger Land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges and out of pocket expenses

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payable, by the said Apex Body on such document or instrument of transfer in favour of the Apex Body.

(hhh) Clause 13 of the AFS is in deviation of Clause 13 of the Model RERA AFS, that is:

13. The Promoter hereby represents and warrants to the Allottee that, subject to the disclosures made herein by the Promoter, and what is stated in the Report on Title, as follows...

(iii) Clause 14(i) to (v) of the AFS are in deviation of Clause 14 of the Model RERA AFS, that is:

14(i). to maintain the Unit at the Allottee/s' own costs and expenses in good and tenable repair, order and condition and to carry out all internal maintenance and repairs to the Unit 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 any changes or alterations thereto, and/or to any part of the Project Building, and/or any of the Project Common Areas & Amenities which are, or may be, contrary to the terms of this Agreement, and/or rules, regulations, or bye-laws, of the Organization/s, the Promoter and Owners, and/or any Governmental Authorities;

14(ii). not to store in the Unit any goods, objects or materials which are or may be of hazardous, combustible or dangerous nature, or are or may be so heavy as to damage the construction or structure of Project Building, or the storing of which goods, objects or materials is objected to or prohibited by the Promoter and/or any Governmental Authorities, and shall not carry or cause or permit to be carried heavy packages to upper floors which may damage or may be likely to damage the lifts or the entrances, staircases, common passages or any other structure, or part, of Project Building, and in case any damage is caused to the building in which the Unit is situated or the Unit on account of negligence or default of the Allottee in this behalf, the Allottee/s shall be liable for the consequences of the breach;

14(iii). to carry out at his own costs and expenses, all internal repairs to the Unit and to maintain the same in the same good condition, state and order in which it has been delivered by the Promoter to the Allottee/s and the Allottee/s shall not do or suffer or permit to be done anything in or to the Unit or in or to the Project and/or the Project Building, which may be against the rules, regulations and bye laws of the Organization/s and/or of the Promoter, and/or the Governmental Authorities. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;

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14(iv). Not to demolish or cause to be demolished the Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the Project Building in which the Unit is situated and shall keep the portion, sewers, drains and pipes in the Unit and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Unit without the prior written permission of the Promoter and/or the Organization/s. To submit plans and specifications in respect of permissible alterations to the Unit and after obtaining Promoter's prior written approval in respect thereof to rectify and make good any unauthorized alterations and/or damage thereto within seven (7) days from the date of receipt of a written notice from the Promoter, and/or from any Governmental Authorities, in that regard;

14(v). Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance and 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 Unit by the Allottee/s;

- (iii) Clause 14(xi) to (xviii) of the AFS have been added to Clause 14 of the Model RERA AFS, that is:

14(xi). Upon and after the Allottee/s is/are permitted by the Promoter to enter upon the Unit as provided herein, the Promoter, and/or Promoter Affiliates, and/or any Governmental Authorities and their respective officers, agents, or representatives, including the Project Architect and any engineers, surveyors, contractors, agents and employees, with or without workmen and others, have and shall have at all reasonable times, the right to enter into and upon the Unit, the Project Land, the Building, the Project Common Areas & Amenities, the Unit and the Car-parking Spaces, or any part thereof, to view and examine the state and condition thereof and/or for the purpose of undertaking any works as may be required therein and thereto in relation to the Project.

14(xii). to observe, perform and comply with all the rules, regulations and bye-laws which the Promoter, and/or any Governmental Authorities may specify and those which the Organization/s, may adopt or frame at its/their inception, and any modification thereof, from time to time;

14(xiii). to contribute his/her/their/its share of expenses towards painting, repairs, waterproofing and refurbishment of the Project Building, the Project Common

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Areas & Amenities every three (3) years, or at such intervals as may be stipulated by the Promoter;

14(xiv). on and after the Allottee/s is/are permitted to enter upon the Unit, after the Date of Offer of Possession in terms of clause (5.1), to make suitable arrangement for removal of debris arising out of any interior decoration, renovation, furniture making or any other allied work in the Unit. In case such debris is not removed by the Allottee/s, the Allottee/s shall pay/reimburse to the Promoter, the cost incurred in the removal of such debris;

14(xv). Not to commit any breach or violation of: (i) the Plans and Approvals, (ii) the provisions of any Applicable Law, and/or, (iii) any of the bye-laws of the Organization/s; whereby the Occupation Certificate/s in respect of the Project is/are denied, refused or delayed.

14(xvi). As and when the Promoter directs and permits, and subject always to the Allottee/s having paid to the Promoter the Aggregate Payments, and the Allottee/s having complied with this Agreement, the Allottee/s shall take up the membership of the Organization/s upon the payment of the requisite admission fees, share purchase amounts and other charges as mentioned herein, and/or in the said Agreements.

14(xvii). not, without the prior written permission of the Promoter and/or the Organization/s: (a) to carry out or undertake any painting, decoration, or other work, to the exterior of, or outside, the Unit; (b) to affix/install any sign, name or display boards, or any hoardings or neon lights in or outside the Project Building and/or in any part of the Project Land, and/or the Building, and/or the Project Common Areas & Amenities; (c) to cover or enclose in any manner whatsoever, the open terrace/s, the open balcony/balconies or other open space/s (if any) forming part of or appurtenant to the Unit as also the Car-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 Unit; (d) to hang clothes, garments or any other thing from the windows or balcony/ies of, or appurtenant to, the Unit, (e) to do or permit or suffer to be done any act, deed, matter or thing which may render void or voidable any insurance of the Building, and/or any of the Common Amenities & Infrastructure (as and when ready) and/or the Club House and/or any other part of the Project, 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; (f) to do or perform, or cause/permit to be done or performed, any act, deed, matter or thing which may or is likely to cause nuisance, disturbance or annoyance to the allottees, purchasers, owners or occupiers of any other Unit in the Project; (g) to demand or claim any partition or division of the Allottee/s' ultimate interest as provided herein, in the Project Land, and/or the Building, and/or the Project 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

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completed, be impartible, and will be held only through the Organization/s, of which he/she/they/it shall be admitted a prospective member, in terms of clause (4.1)(p) and

14(xviii). The wet and dry garbage generated in and from the Unit shall be separated by the Allottee/s and the wet garbage generated in and from the Project Building shall be treated separately by the purchasers of the Unit in the Project Building.

(kkk) Clause 14.2 of the AFS is an addition to the Model RERA AFS, that is:

14.2. The Allottee/s is/are fully and completely informed and is/are aware that all informative materials in relation to the Project, and/or all matters related or incidental thereto, have been, and always will be, merely for the sake of convenience and shall not, and cannot, be referred to, or relied upon in any manner, whereby the terms, conditions, and provisions of this Agreement shall solely and exclusively apply and control, and whereby all informative materials are, and shall be of no consequence, or be referred to, or relied upon, in any manner by the Allottee/s.

(lll) Clause 14.3 of the AFS is an addition to the Model RERA AFS, that is:

14.3. On and after the date of the Promoter offers possession, the Allottee/s shall (a) use the Unit, and permit the Unit to be used only subject to obligations and conditions set out in the D.C. Regulations of the VVCMC and as sanctioned by the Governmental Authorities, and (b) use the Car-parking Space/s, and permit the same to be used, solely for parking the Allottee/s' own light motor vehicle/s. The Allottee/s shall not use and/or permit to be used the Unit and/or the Car-parking Space/s or any part thereof for any other, and/or any illegal or immoral purposes.

(mmm) Clause 14.4 of the AFS is an addition to the Model RERA AFS, that is:

14.4. If the same is possible and feasible, based, inter alia, on the stage of development and construction, and subject to safety conditions, the Allottee/s shall be entitled to visit and view the Project Land, the Project Building, and/or the Project Common Areas & Amenities after taking a prior appointment with the Promoter. The Allottee/s shall adhere to any safety and security conditions as stipulated by the Promoter and shall visit and inspect at his/her/their/its sole discretion. Alternatively, the Promoter may provide photographic updates of construction progress at periodic intervals as determined by the Promoter, in its



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discretion, and/or the Allottee/s may be given an opportunity for inspecting the Unit, prior to the Date of Offer of Possession; at the discretion of the Promoter.

(nnn) Clause 14.5 of the AFS is an addition to the Model RERA AFS, that is:

14.5. Open terraces forming part of and attached/appurtenant to any of the Aggregate Units in the Project are intended for and shall be exclusively used and occupied by the respective purchasers, allottees, and owners of the concerned Aggregate Units who shall never be entitled to enclose such open terraces without the prior permission in writing of the Promoter and Governmental Authorities, and in case such permissions are granted by the Promoter, the Governmental Authorities, the concerned purchasers, allottees and owners of such Aggregate Units in the 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.

(ooo) Clause 14.6 of the AFS is an addition to the Model RERA AFS, that is:

14.6. The Allottee/s shall, if and whenever requested by the Promoter hereafter, and within seven (7) days of receiving the Promoter's written intimation in this regard, sign, execute and deliver to the Promoter in such form as may be desired by, it, any applications, consents, deeds, writings, etc. recording the confirmations and consents given and granted in this Agreement, and shall attend the office of the Promoter in this regard, for the purpose of exercising and effectuating the Promoter's authorities, powers, rights, benefits and interests in respect of and/or relating to the Property and/or the Project, including as mentioned in this Agreement and for enforcing and putting into complete effect the terms, conditions and provisions of this Agreement and all related or incidental documents and writings and so as to enable the Promoter to carry out and complete the re-development of the Property in the manner that may be desired and deemed fit and as envisaged by the Promoter as mentioned in this Agreement;

(ppp) Clause 14.7 of the AFS is an addition to the Model RERA AFS, that is:

14.7. Notwithstanding that the Allottee/s may contemplate availing of, or has/have availed of, a loan in respect of the purchase of the Unit, and/or the Allottee/s has/have mortgaged, or will mortgage the Unit with such bank or financial institution (which is to be subject to the issuance by the Promoter's no



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objection/consent letter to such bank or financial institution) to secure such loan it shall be sole and entire responsibility of the Allottee/s to ensure that the payment of the Purchase Price as well as all other payments recorded in this Agreement and every part thereof is completed, and the Promoter and Owners shall never be liable or responsible for the repayment of any loan availed of by the Allottee/s and/or any such mortgage; and the Purchaser agrees to indemnify and keep indemnified and saved harmless the Indemnified Parties of, from and against all claims, costs, charges, expenses, damages and losses which they or any of them may suffer or incur by reason of any action that such banks/financial institution may initiate in relation to such loan or mortgage. Notwithstanding anything to the contrary herein, the Allottee/s hereby agree/s and undertake/s that the Promoter shall always and have first lien and charge over the Unit in respect of, and to secure, the Aggregate Payments due and payable by the Allottee/s, and accordingly, without prejudice, the Allottee/s irrevocable obligation and liability to make payment thereof, any mortgage, charge, security interest, etc., created over, and/or in respect of the Unit shall always be subject to the Promoter's rights, interests, ownership lien and charge, and subject to all the Promoter's rights, powers and entitlements under this Agreement.

(qqq) Clause 14.8 of the AFS is an addition to the Model RERA AFS, that is:

14.8. If the Allottee/s is/are a non-resident Indian citizen or a foreign 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 and all other applicable/necessary requirements, rules, regulations, guidelines etc. of the Government or any other authority, from time to time, including those pertaining to remittance of payment for acquisition of immovable properties in India. All refunds to Non-Resident Indians (NRI) and foreign citizens of Indian origin shall be made in Indian Rupees. The Allottee/s irrevocably agree/s, confirm/s and undertake/s that the covenants and obligations herein, on their part and strict observance and performance thereof, are made, given and to be observed and performed both in his/her/their/its personal capacity, and as prospective member/s of the Organization/s.

(rrr) Clause 14.9(a) to (d) of the AFS are in deviation of Clause 15 of the Model RERA AFS, that is:

14.9. The Allottee/s hereby agree/s, undertake/s confirm/s and covenant/s as material, vital and integral terms and conditions of the agreement herein is and shall always be subject to the following:

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- a. *the Project shall always be called/known by the name "[insert name]". This covenant shall enure to the benefit of the successors-in-title of the Promoter and shall be binding upon the Allottee/s, the Organization/s, the Apex Body and its/his/her and their respective heirs, executors, administrators, successors and assigns, as the case may be.*
- b. *all schemes and resolutions affecting or pertaining to the Project, the Project Land, or the Project Building, the Project Common Areas & Amenities, the Other Projects, the Larger Land, the Common Amenities & Infrastructure, the Club House or any part/s thereof, made or to be made by the Promoter and/or Owners and/or any Governmental Authorities, or other persons, or private body/ies, as also all the terms, conditions, covenants, provisions, stipulations and restrictions contained in any Approvals.*
- c. *all terms, conditions, easements, restrictions, covenants, rights, interests and benefits, affecting, and/or for the benefit of the Project Land, the Larger Land or any part thereof, and/or any developments thereon, and/or for the benefit of the owners and occupiers thereof, including in respect of repairs and maintenance and/or to contribute to the repairs and maintenance of the Project Common Area & Amenities, the Club House and the Common Amenities & Infrastructure. In this regard, the Promoter shall not be liable or required to show the creation of, or define, or apportion, any burden.*
- d. *all terms, conditions, covenants, stipulations, and provisions contained in any agreement/s, undertakings or writings given, or to be given, to Governmental 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 the Aggregate Units in the Project.*

(sss) Clause 15.7 of the AFS is an addition to the Model RERA AFS, that is:

15.7. The Owner has commenced construction of the Club House and Common Amenities & Infrastructure in a phased manner. A corpus fund will be set-up for the repair and maintenance of the Common Amenities & Infrastructure and Club House. Such corpus fund will be called _____ Fund (hereinafter referred to as the "Apex Body Corpus Fund"). As stated in Clause (9.2) an Apex Body consisting of all entities & organizations formed in respect of the Larger Land (including the Organisation/s) will be formed to which the Owner will transfer their reversionary rights in the Larger Land. The Allottee/s hereby covenant/s with the Promoter and Owners, to pay to the Owners the sum of Rs. [insert amount in figures]/- (Rupees [insert amount in words] Only) within 8 (eight) Days of the demand letter by the Owners or at the time of delivery of possession of the Unit, whichever is earlier, towards his/her/their/its non-refundable contributions

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to the Apex Body Corpus Fund. It is hereby agreed that the Owners shall be entitled to use the Apex Body Corpus Fund for payments towards the maintenance and/or up-keep of the repair and maintenance of the Common Amenities & Infrastructure and Club House until formation of the Apex Body and transfer of the Corpus Fund by the Owners to such Apex Body. The Apex Body formed, inter alia, for the purpose of repair and maintenance of the Common Amenities & Infrastructure and Club House, and for the management of the Apex Body Corpus Fund. Accordingly, it is agreed and recorded that the Owners shall open a Bank Account in the name of the Apex Body Corpus Fund for the limited purpose of depositing therein contributions towards the Apex Body Corpus Fund and making disbursements towards such repair and maintenance of the Common Amenities & Infrastructure and Club House. The Owners/Apex Body (as the case may be) shall be entitled to appoint a Property Management Company/Agency having know-how and experience in maintenance of Common Amenities & Infrastructure and Club House, and shall have the authority and discretion to negotiate with such Property Management Company/Agency and to enter into and execute a formal Agreement/s for maintenance and management of Common Amenities & Infrastructure and Club House with it/them. The Owners /Apex Body may enter into other related Agreements with any other company or organization as may be necessary for effective, full and efficient management of Common Amenities & Infrastructure and Club House (hereinafter referred to as the "Common Maintenance Agreements"). The Owners shall look after the maintenance of the Common Amenities & Infrastructure and Club House upto the execution of the Deed of Conveyance in favour of the Apex Body and for the said purpose the Owners shall be entitled to utilize the contributions to the Apex Body Corpus Fund towards such repair and maintenance; and the corpus amount paid by each Purchaser/Allottee/s shall be non-refundable and non-accountable by the Owners to the Allottee/s or Organization/s. The Owners shall maintain a separate account in its books in respect of the contribution/payments received under this clause hereinabove. The said amounts shall not carry any interest and shall remain with the Owners and will be paid to the Apex Body by the Owners without any interest after execution of the Deed of Conveyance in favour of the Apex Body, after deducting and utilizing, appropriating and adjusting amounts therefrom, the expenses made for the purpose for which they have been received or otherwise. The Owners /Apex Body (as the case may be) shall be entitled to invest the Apex Body Corpus Fund less the aggregate of the payments to be made to the Property Management Company/Agency or any other organizations towards the repair and maintenance of the Common Amenities & Infrastructure and Club House in accordance with the Common Maintenance Agreements made with them, in Fixed Deposit/s and/or any other investment schemes with Bank/s for an appropriate term as may be determined by the Owners/Apex Body and or its nominees/assigns;



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(ttt) Clause 15.8 of the AFS is an addition to the Model RERA AFS, that is:

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

(uuu) Clause 16.1 of the AFS is in deviation of Clause 16 of the Model RERA AFS, that is:

16.1. Nothing contained in this Agreement is intended to be, and/or shall be construed as, a grant, transfer, demise or assignment in law of any part of the Project Land, and/or the Project Building, and/or the Project Common Areas & Amenities to the Allottee/s. So far as the Allottee/s right/s, interest and benefit/s are concerned, the nature and scope of this Agreement is limited to an agreement for allotment and sale of the Unit strictly upon and subject to the terms, conditions and provisions herein. The Allottee/s shall also not have any claim, save and except, in respect of the Unit hereby agreed to be allotted and sold, and the benefit of the use of the Car-parking Space/s thereto and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said Project Building is transferred to the Organisation/s and until the Larger Land is transferred to the Apex Body as hereinbefore mentioned.

(vvv) Clause 16.2 of the AFS is an addition to the Model RERA AFS, that is:

16.2. The Allottee/s hereby agree/s and undertake/s to indemnify and keep indemnified and saved harmless at all times, the Promoter and Owners, and their estates and effects, against all loss or damage, and/or any suits, actions, proceedings or notices that they, or any of them, may sustain and suffer, and all costs, charges and expenses, that they, or any of them, may incur by reason, or as a result of (a) any failure, breach, default, non-observance, or non-performance, or non-compliance by the Allottee/s of any of the terms, conditions and provisions of this Agreement, and/or (b) any accident or injury caused to, or suffered by, the Allottee/s, or his/her/their/its family members, guests, servants, agents, representative/s, and any person/s residing in, or occupying, or entering upon, the 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.

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(www) Clause 16.3 of the AFS is an addition to the Model RERA AFS, that is:

16.3. Neither the Promoter, nor the Owners, 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: (a) 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 Project or any part thereof, and whether or not the same is caused by any Force Majeure Events, or otherwise however; (b) 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 Unit, and/or the access to any part of the Project; and (c) for the security, safekeeping and insurance, of the Project, or any part thereof, and of any person/s therein, and/or of the contents and possessions thereof.

(xxx) Clause 16.4 of the AFS is an addition to the Model RERA AFS, that is:

16.4. Without prejudice to all the Promoter's rights and remedies herein, and under applicable laws, the Allottee/s shall be liable to pay, to the Promoter, interest on all outstanding, overdue, and/or unpaid, 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.

(yyy) Clause 16.5 of the AFS is an addition to the Model RERA AFS, that is:

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

(zzz) Clause 16.6 of the AFS is an addition to the Model RERA AFS, that is:

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16.6. The Promoter shall have the right to assign this Agreement or its rights and obligations under it, in whole or in part, to any affiliate, group entity, or third party, without the prior consent of the Allottee/s.

(aaaa) Clause 18 of the AFS is in deviation of Clause 18 of the Model RERA AFS, that is:

18. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever. 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.

(bbbb) Clause 19 of the AFS is in deviation of Clause 19 of the Model RERA AFS, that is:

19. ENTIRE AGREEMENT

This Agreement along with its schedules and annexures, constitutes and contains the entire, composite and complete agreement between the Parties with respect to the agreement herein for allotment and sale of the Unit, and supersedes all understandings prior letters of intent, allotment letter, arrangements, 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.

(cccc) Clause 20 of the AFS is in deviation of Clause 20 of the Model RERA AFS, that is:

20. RIGHT TO AMEND

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This Agreement may only be amended through written consent of the Parties. 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. 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.

(dddd) Clause 21.1 of the AFS is an addition to the Model RERA AFS, that is:

21.1. ALLOTTEE/S OBLIGATION OF CONFIDENTIALITY

a. The Allottee/s shall during the subsistence of this Agreement and at all times thereafter, keep strictly confidential all confidential information, and shall not, without the prior written permission of the Promoter, which may be granted, or refused, in the Promoter's discretion, disclose, or divulge, directly, or indirectly to any third party, except to the Allottee/s advisors and officers (subject always to similar duties of confidentiality), any confidential information, except where any confidential information: (i) is required by Applicable Law to be disclosed; (ii) is required to be disclosed by any Governmental Authority with relevant powers to which the Allottee/s is subject or submits; (iii) is or shall (otherwise than by breach or default of this Agreement) be in the public domain (iv) 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.

b. 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.

(eeee) Clause 21.2 of the AFS is an addition to the Model RERA AFS, that is:

21.2. INTELLECTUAL PROPERTY

The Allottee/s acknowledge/s that all intellectual property is and shall always be exclusively owned and held by the Promoter alone and that the Allottee/s shall

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never have any right, title, interest or license in respect thereof. The Allottee/s shall not reproduce/replicate/publish or use in any manner howsoever, whether for commercial purposes, personal reasons, or otherwise, any intellectual property, and/or any plans, approvals, informative materials and/or any such materials which may be created or intended/proposed to be created or marketed by the Promoter, and disclosed to the Allottee/s, prior to, or during the subsistence of, the Agreement. The Allottee/s shall immediately bring to the notice of the Promoter any improper or wrongful use or any unauthorized replication/reproduction of intellectual property, by any persons or parties, which has come to its/their knowledge. 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 Clause 21.2

(fff) Clause 22 of the AFS is in deviation of Clause 22 of the Model RERA AFS, that is:

22. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the 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 Act or the Rules and Regulations made thereunder or the applicable law, 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. If for any reason whatsoever, any provision of this Agreement is or becomes, or is declared by a court of competent jurisdiction to be, invalid, illegal or unenforceable, then the Promoter will prepare and provide the provision/s to be substituted, which provision/s shall, as nearly as practicable, leave the Parties in the same or nearly similar position to that which prevailed prior to such invalidity, illegality or unenforceability.

(gggg) Clause 24.2 of the AFS is an addition to the Model RERA AFS, that is:

24.2. INSURANCE AND SAFETY

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



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be recovered from the Allottee/s as a part of the other charges & deposits and the Allottee/s shall bear and pay the same.

(hhh) Clause 28 of the AFS is in deviation of Clause 28 of the Model RERA AFS, that is:

28. That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as properly served on all the Allottees. No rights, liabilities or obligations under this Agreement shall be assigned by the Allottee/s without the prior written consent of the Promoter. 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.

For Messrs. Neminath Poonam Realty LLP
For NEMINATH POONAM REALTY LLP



PARTNER(S)