AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("this Agreement") is made at Pune on this [●] day of [●], 2020

BETWEEN

SUPREME PALATIAL DEVELOPERS LLP (formerly Supreme Universal Private Limited), a Limited Liability Partnership registered under the provisions of Limited Liability Partnership Act, 2008, and having its registered office at 401, Supreme Square, Fourth Floor, DP Road, Aundh, Pune 411 007; PAN: ADAFS0948L, through the hands of one of its Partners Mr. Vishal Suresh Jumani, Occupation: Business, hereinafter referred to as the **"PROMOTER**" or "**DEVELOPER**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include successors and assigns) of the **FIRST PART**

AND

Mr./Mrs.
_____
_____

Indian Inhabitant/s, having his/her/their address at:-
_____
_____
_____

OR

M/s. _____**,** **a** partnership firm registered under the provisions of the Indian partnership Act, 1932 having its principal place of business at:

_____
PAN:_____

OR _____
Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at
_____
_____
PAN:_____
hereinafter referred to as "**the Allottee**", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the co-parcenery and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in case of a body corporate/company its successors and permitted assigns) of the **SECOND PART**

AND

M/S SUKHWANI REALTY, a duly registered partnership firm having its registered office at 32, Sukhwani Chambers, Pimpri, Pune – 411018; PAN: ABXFS4900M ;Throughits only sole partners (i) Mr. Hiranand Ghanshyam Sukhwani, Age: [40] years, Occupation: Business, Residing at B, Slyvan Heights, Near Anand Ban Club, Aundh, Pune 411007; PAN: AOHPS1208M; and (ii) Mr. Ravi Ghanshyam Sukhwani, Age: [32] years, Occupation: Business, Residing at Bungalow No. 444, Sind Cooperative Housing Society Ltd., Aundh, Pune 411007; PAN: BDGPS1053R, hereinafter referred to as the "**Landowner / Co-promoter**" (which expression shall, unless repugnant to the context or meaning thereof, mean and include all the Partners of the said firm as is constituted today or as it may stand constituted from time to time, its partners from time to time and the last surviving partner and his heirs, successors, executors and administrators) of the **THIRD PART**

WHEREAS

A. The Landowner is the sole and absolute owner of and is seized and possessed of the following lands, admeasuring in the aggregate 23,500 square meters, all situate, lying and being at Village Baner, Taluka Haveli and District Pune and within the limits of Pune Municipal Corporation and within the jurisdiction of the Sub Registrar Haveli No. 1 to 27, Pune (collectively the said "**Larger Land**" and are more particularly described in the **First**

Schedule hereunder written and shown delineated in [●] colour boundary line on the **Plan** annexed hereto and marked as **Annexure "A"**):

Sr. no.	Land details	Area (in square meters)
a)	All those following pieces or parcels of lands comprising of following: (i) Survey no. 19/3+21/1+21/2+21/4/Plot A (OLD) 19/21 A (New) (ii) Survey no. 19/3+21/1+21/2+21/4/Plot C (OLD) 19/21 C	 18,135.65 285.78
b)	All those following pieces or parcels of lands comprising of following: (i) Plot B out of the sanctioned layout of Survey no.19/1A/13 (old Survey No. 19/1+19/4+19/5+30/1(part)+30/1/13) admeasuring 578.57 square meters, (ii) Survey No. 21 Hissa No. 3 admeasuring 00 Hectare 13 Ares = = 1,300 square meters, (iii) Survey No. 21 Hissa No. 5 admeasuring 00 Hectare 32 Ares = = 3,200 square meters	5,078.57
	Total	**23,500**

B. The manner in which the Landowner has acquired the said Larger Land, is duly set out in the said Title Certificate (as defined below). The name of the Landowner is duly mutated in the revenue records as the holder of the said Larger Land.

C. By and under an Agreement dated October 21, 2014 registered with the office of the Sub-Registrar, Haveli no.1, Pune, at Serial no.8140 of 2014 (the "**First Development Agreement**"), the Landowner granted in favour of the Promoter (then known as Supreme Universal Private Limited) the development rights in respect of an ascertained and demarcated area admeasuring in the aggregate 18,421.43 square meters out of the Larger Land and identified in the layout sanctioned by the Pune Municipal Corporation on, vide Commencement Certificate bearing no. CC/3369/11 dated 23/12/2011, CC/0146/2013 dated 15/04/2013 and CC/1523/2014dated16/08/2014 as Survey no.19/3+21/1+21/2+21/4/Plot A admeasuring 18,135.65 square meters (including Recreation Ground admeasuring 1,900 square meters, internal road admeasuring 2,076.58 square meters, amenity space admeasuring 2,850 square meters and MSEB transformer area admeasuring 50 square meters) and Survey no.19/3+21/1+21/2+21/4/Plot C admeasuring 285.78 square meters (hereinafter referred to as the said "**First Land**" and is more particularly described in **Part A** the **Second Schedule** hereunder written and is delineated in [●] color boundary line on the **Plan** annexed hereto and marked as **Annexure "A"**), for the consideration and in the manner stated therein. In furtherance of the said First Development Agreement, the Landowner also executed in favor of the Promoter, an Irrevocable Power of Attorney dated October 21, 2014 registered with the office of the Sub-Registrar, Haveli no.1, Pune, at Serial no.8141 of 2014 thereby enabling the Promoter to undertake the acts, deeds and things mentioned therein.

D. By an order dated October 16, 2015 passed by the Hon'ble Bombay High Court in Company Scheme Petition Nos. 658 of 2015, 659 of 2015 and 660 of 2015, Supreme Universal Private Limited was demerged into 2 (two) separate entities viz. (i) Supreme Ventures Private Limited and (ii) Supreme Palatial Developers Private Limited. As per the scheme of arrangement/demerger in terms whereof the said order dated October 16, 2015 was passed, the project of development of the said First Land (therein referred as "**Project Sukhwani**") came to be vested in favour of one of the resulting companies. i.e. Supreme Palatial Developers Private Limited. Supreme Palatial Developers Private Limited, had subsequently made an application to the Registrar of Companies for conversion from a private limited company to a limited liability partnership firm as per the provisions of Section 58 (1) of the Limited Liability Partnership Act, 2008. Accordingly, a fresh certificate of registration on conversion of the said Supreme Palatial Developers Private Limited to a limited liability partnership known as Supreme Palatial Developers LLP (being the Promoter herein) was issued by the Registrar of Companies, Mumbai (Maharashtra). Thus, upon such conversion of Supreme Palatial Developers Private Limited, into a limited liability partnership as aforesaid, the Promoter firm herein came into existence and was registered as a limited liability partnership under the provisions of Limited Liability Partnership Act, 2008. In the aforesaid manner, the

development rights in respect of the said First Land as were originally granted in favour of Supreme Universal Private Limited, stood vested in favour of the Promoter herein.

E. By and under an Agreement dated January 25, 2020 registered with the office of the Sub-Registrar, Haveli no.23, Pune, at Serial no.1866 of 2020 (the "**Second Development Agreement**"), the Landowner granted in favour of the Promoter the development rights in respect of an ascertained and demarcated area admeasuring 5,078.57 square meters out of the Larger Land (hereinafter referred to as the said "**Second Land**" and is more particularly described in **Part B** the **Second Schedule** hereunder written and is delineated in [●] color boundary line on the **Plan** annexed hereto and marked as **Annexure "A"**), for the consideration and in the manner set out therein. In furtherance of the said Second Development Agreement, the Landowner also executed in favor of the Promoter, an Irrevocable Power of Attorney dated January 25, 2020 registered with the office of the Sub-Registrar, Haveli no.23, Pune, at Serial no.1878 of 2020 thereby enabling the Promoter to undertake the acts, deeds and things mentioned therein.

The First Development Agreement, the Second Development Agreement and the powers of attorney executed in furtherance thereto are hereinafter collectively referred to as the "**Development Agreements**". The First Land and the Second Land are hereinafter collectively referred to as the said "**Land**" and is shown delineated in [●] colour boundary line on the Plan annexed hereto and marked as **Annexure "A"**.

F. In view of the First Development Agreement and the Second Development Agreement and the powers of attorney executed in furtherance thereto, the Promoter has acquired the development rights in respect of the said Land and is entitled to develop the said Land and construct buildings thereon in terms thereof. The Promoter is undertaking the development of the Land in a phase-wise manner**.** The phase-wise construction and development of the said Land being undertaken by the Promoter is hereinafter referred to as the "**Whole Project**".

G. The details of all the permissions and approvals obtained by the Landowner / the Promoter in respect of the said Land are more particularly set out in **Annexure "B"** hereto. **[Note: Annexure "B" to be updated]**

H. The details of the litigation pertaining to the Land is more particularly set out in **Annexure "C"** hereto.

I. The principal and material aspects of the development of the Phase 1 Real Estate Project as sanctioned under the RERA Certificate, are briefly stated below: -

(i) On a portion of the said Land admeasuring [●] square meters, the Promoter is proposing to construct residential buildings known as **SUPREME ESTIA WING A AND SUPREME ESTIA WING B** (the "**Buildings**") presently comprising of lower parking, upper parking and first parking along with [●] upper floors and comprised in two wings being Wing A and Wing B by utilization of Floor Space Index (**FSI**) of [●] or thereabouts as may be increased from time to time. Presently, the plans are sanctioned for lower parking, upper parking and first parking along with [●] upper floors. The Promoter has planned the said Buildings as high-rise buildings consisting of a maximum of [20] habitable floors and is proceeding/has proceeded to apply for further approvals to the concerned competent authorities in accordance with applicable laws as amended / modified from time to time.

(ii) The Allottee has been explained by the Promoter and the Allottee understands that the Promoter may in its discretion including but not limited to planning constraints or on account of the height not being sanctioned or for any other reason may construct a building of the floors less than the aforesaid [●] floors and the Allottee explicitly and irrevocably agrees and consents for the same. On account of the above, there may be changes / amendments in location, area, count of refuge floors/units, water tanks, staircases, width of staircases, lifts, basements, car parking, fire check floor, fire chute, etc., and the Allottee agrees and provides his/her consent for the same.

(iii) The Promoter is entitled to construct the said Buildings on the Land in accordance with the terms and conditions of sanctions and approvals obtained / to be obtained from time to time.

(iv) The development of a buildings is a phase of the Whole Project and proposed as a "real estate project" by the Promoter and has been registered as a 'Phase 1 real estate project' ("**the Phase 1 Real Estate Project**") with the Real Estate Regulatory Authority ("**Authority**"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("**RERA**") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 ("**RERA Rules**"). The Authority has duly issued the Certificate of Registration No. [●] dated [●], 2020 for the Project and a copy of the RERA Certificate is annexed and marked as **Annexure "C"** hereto.

(v) The Allottee has, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Allottee has agreed and consented to the development of the Whole Project. The Allottee has also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.

(vi) The Phase 1 Real Estate Project shall comprise of units/premises consisting of apartments/flats;

(vii) At present, a total FSI of [●] has been sanctioned for consumption in the construction and development of the Phase 1 Real Estate Project. The Promoter proposes to eventually consume a further FSI of [●] square meters aggregating to total FSI of [●] square meters in the construction and development of the Phase 1 Real Estate Project and the Promoter may also consume FSI that may be generated from time to time in the construction of the Phase 1 Real Estate Project or the layout of the said Land. In the event if the Promoter so decides to consume lesser FSI in the said Buildings and / or the Phase 1 Real Estate Project, then the remaining FSI can be consumed anywhere else in the Whole Project;

(viii) The common areas, facilities and amenities in the Phase 1 Real Estate Project that may be usable by the Allottee and are listed in the **Third Schedule** hereunder written ("**Phase 1 Real Estate Project Amenities**"). The proposed completion date of the Phase 1 Real Estate Project Amenities is [●].

(ix) The common areas, facilities and amenities in the Whole Project that may be usable by the Allottee and are listed in the **Fourth Schedule** hereunder written ("**Whole Project Amenities**").

(x) The Promoter shall be entitled to put hoarding/boards of their Brand Name viz. '**Supreme Universal**' or any other name as the Promoter may deem fit, in a form of Neon Signs, MS Letters, Vinyl & Sun Boards or any such material on the Phase 1 Real Estate Project and on the façade, terrace, compound wall or other part of the Phase 1 Real Estate Project. The Promoter shall also be entitled to place, select, decide hoarding/board sites.

(xi) The Promoter shall be entitled to designate any spaces/areas in the Phase 1 Real Estate Project (including on the terrace of the Phase 1 Real Estate Project) for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the Allottee and other allottees of apartments/flats in the Phase 1 Real Estate Project and/or other allottees in the Whole Project. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method. For this purpose, the Promoter may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, base sub-stations, towers etc.

(xii) The details of formation of the Society, and, conferment of title upon the Society with respect to the Phase 1 Real Estate Project, are more particularly specified in Clause 13 below.

The Promoter has procured certain approvals from the concerned government authorities for development of the Phase 1 Real Estate Project, as has been disclosed under the Act on https://maharera.mahaonline.gov.in (hereinafter referred to as **"the MahaRERA website"**)

and shall obtain the balance approvals from the concerned authorities from time to time so as to carry out construction and obtain the Occupation Certificate in respect thereof.

J. The principal and material aspects of the development of the said Land ("**Whole Project**") as disclosed by the Promoter are briefly stated below:

(i) The area of the said Land to be developed in a phase-wise manner.

(ii) Total FSI of [●] square meters is proposed to be utilized.

(iii) The Allottee has perused a copy of the Proposed Layout Plan ("**Proposed Layout**") and which is annexed to this Agreement as **Annexure "D"**, which specifies the proposed location of the new/future/further buildings/towers/wings/projects to be built on the said Land, together with a draft proforma specifying the proposed total FSI proposed to be utilized on the said Land ("**Proposed Potential**").

(iv) As identified on the Proposed Layout at **Annexure "D"** hereto, as part of the development of the Whole Project, the Promoter has *inter-alia* commenced the process of obtaining the necessary approvals. The Promoter shall be entitled to utilise and exploit the additional FSI as may be sanctioned in the manner as disclosed in the Proposed Layout at Annexure "D" and as mentioned in this Agreement.

(v) As mentioned at Recital I. (ix) above, the Whole Project Amenities that may be usable by the Allottees are detailed in the **Fourth Schedule** hereunder written.

(vi) The Promoter shall be entitled to designate any spaces/areas in the balance buildings /towers of the Whole Project (including on the terrace and basement levels of such buildings / towers comprised in the Whole Project) for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the other allottees in the Whole Project. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method. For this purpose, the Promoter may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, base sub-stations, towers etc.

(vii) Certain areas / premises out of the Whole Project may be handed over to the statutory authorities for the Economically Weaker Section

(viii) The name of the whole Project shall be '**SUPREME ESTIA**'.

(ix) The scheme and scale of development proposed to be carried out by the Promoter on the said Land in accordance with applicable law as amended from time to time;

(x) The Promoter shall be entitled to put hoarding/boards of their Brand Name viz. **SUPREME UNIVERSAL** or such other name as the Promoter may decide, in a form of Neon Signs, MS Letters, Vinyl & Sun Boards or any such material on the Land and on the façade, terrace, compound wall or other part of the buildings/towers/wings as may be developed from time to time. The Promoter shall also be entitled to place, select, decide hoarding/board sites.

(xi) The Promoter shall be entitled to confer title of particular building / tower/wing to such Other Societies, as mentioned at Clause14 below.

(xii) The details of formation of the Apex Body, and, conferment of title upon the Apex Body with respect to the said Land and all common areas, facilities and amenities, basements, podiums and other spaces and areas on the said Land are as mentioned in Clause 15 below and 17 below.

(xiii) The statutory approvals mandatorily require the Promoter to hand over certain stipulated percentage of the said Land to the concerned authorities or develop the same as public amenity. The Promoter shall determine and identify the portion and location of the said Land to be handed over for complying with the terms and conditions of statutory approvals. The portion of the said Land left over after handing over the stipulated percentage if any, to the PMC or statutory authority and/or developing as a public amenity, only would be available either for

transferring to the Apex Body.

(xiv) As required under applicable laws, as a part of the Whole Project, the Promoter shall construct at its own costs and expenses, the Economically Weaker Section component ("**EWS Component**"), on a part of the said Land and handover the same to the relevant Governmental Authority and all amounts to be received from the relevant Governmental Authority on such handing over shall be received by and shall be to the sole account and entitlement of the Promoter. The location of the EWS Component shall be decided by the Promoter in accordance with the plans sanctioned in relation thereto.

(xv) The nature of development of the said Land will be phase wise and would constitute a mixture of users as may be deemed fit by the Promoter and permissible under applicable law from time to time.

(xvi) The Promoter would be entitled to aggregate any contiguous land parcel with the development of the said Land, as provided under the Proviso to Rule 4(4) of the RERA Rules and other applicable laws.

(xvii) The Promoter is entitled to amend, modify and/or substitute the Proposed Future and Further Development of the said Land (defined below), in full or in part as they may deem fit and in accordance with the applicable laws and/or as may be required by the applicable law from time to time.

The above details and further aspects of the proposed *future and further development of the said Land*, are hereinafter referred to as "**Proposed Future and Further Development of the said Land**".

K. The Allottee is/are desirous of purchasing a residential premises / flat bearing No. [●] on the [●] residential floor (excluding fire check floor) of the Phase 1 Real Estate Project (hereinafter referred to as the " **Premises**").

L. The Promoter has presently engaged the services of [●], as the Architect and [●] as Structural Engineer for the preparation of the drawings and structural designs of the said Phase 1 Real Estate Project and reserves right to change or replace them with any other Architect or Structural Engineer.

M. The Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Phase 1 Real Estate Project shall be under the professional supervision of the Architect and the structural Engineer (or any suitable replacements / substitutes thereof) till the completion of the Phase 1 Real Estate Project.

N. The Promoter has the right to sell the Premises in the Phase 1 Real Estate Project to be constructed by the Promoter, and, to enter into this Agreement with the Allottee of the Premises to receive the sale consideration in respect thereof in accordance with the Development Agreements entered into with the Landowner.

O. On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the Larger Land, and the plans, designs and specifications prepared by the Promoter's Architects, Messrs Architect Rushikesh and liasoning Architect Laxman Thite, and of such other documents as are specified under the RERA and the Rules and Regulations made thereunder, including *inter-alia* the following:-

(i) All approvals and sanctions issued by the competent authorities for the development of the Phase 1 Real Estate Project and the Whole Project including layout plans, building plans, floor plans, change of user permissions, C.C., Parking Plans, MOEF EC, etc**.** and such other documents as required under Section 11 of RERA as listed in **Annexure "B"** hereto.

(ii) All title documents by which the Landowner has purchased the Larger Land are listed in **Annexure "F"** hereto and all the title documents by which the Promoter has acquired the right and entitlement to develop the Larger Land are listed hereinabove.

(iii) All the documents mentioned in the Recitals hereinabove;

(iv) Title Certificate dated [●], 2020 issued by [●] ("**Title Certificate**"), certifying the title of the Landowner to the said Land and the rights/entitlement of the Promoter in the said Land, is annexed and marked as **Annexure "G"** hereto; and

(v) The authenticated copies of the 7/12 extracts in respect of the Larger Land, which is annexed and marked as **Annexure "H"** hereto.

P. The authenticated copy of the plan of the Premises, is annexed and marked as **Annexure "I"** hereto.

Q. While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Phase 1 Real Estate Project and upon due observance and performance of which only, the Occupation Certificate and Building Completion Certificate in respect of the Phase 1 Real Estate Project shall be granted by the competent authority.

R. Further, (i) the requisite approvals and sanctions, for the development of the Phase 1 Real Estate Project from the competent authorities are obtained / being obtained, and (ii) all approvals and sanctions from other relevant statutory authorities as may be required for the development of the Phase 1 Real Estate Project are applied for and/or in process of being obtained and/or obtained by the Promoter.

S. The Promoter has accordingly commenced construction of the Phase 1 Real Estate Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove.

T. Prior to execution of this Agreement, the Allottee has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises, made enquiries thereon and is satisfied with respect to, (i) the title of the Landowner to the said Land; (ii) the title of the Promoter to develop the Phase 1 Real Estate Project and the Whole Project, and such title being clear and marketable; (ii) the approvals and permissions (including CC) obtained till date and (iii) the Promoter's entitlement to develop the Phase 1 Real Estate Project and the Whole Project and to construct the Phase 1 Real Estate Project thereon as mentioned in this Agreement including in the Recitals above and applicable law and sell the premises therein. The Allottee undertake(s) that he/she/it/they has/have verified with his/her/its/their financial advisor and confirm that the Allottee has/have the financial capability to consummate the transaction.

U. The carpet area of the said Premises as defined under the provisions of RERA, is [●] square meters.

V. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

W. The Promoter has agreed to sell to the Allottee and the Allottee has agreed to purchase and acquire from the Promoter, the said Premises and covered parking, at or for the price and upon the terms and conditions mentioned in this Agreement.

OR

The Promoter has agreed to sell to the Allottee and the Allottee has agreed to purchase and acquire from the Promoter, the said Premises, at or for the price and upon the terms and conditions mentioned in this Agreement and has agreed to provisionally allot (bereft of any consideration) the right to use of [●] open car parking space on [ground / stilt] floor as mentioned in **Fifth Schedule** written hereinunder (which allotment of parking space is subject to ratification / confirmation by the Society).

X. Under Section 13 of the RERA, the Promoter is required to execute a written agreement for sale of the said Premises with the Allottee i.e. this Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908.

Y. In accordance with and subject to the terms and conditions set out in this Agreement, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase and acquire, the said Premises and covered parking.

OR

In accordance with and subject to the terms and conditions set out in this Agreement, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase and acquire, the said Premises. The Promoter further agrees to provisionally allot (bereft of any consideration) the right to use of [●] open car parking space on [ground level / first parking, etc.] floor of the Buildings (which allotment of parking space is subject to ratification / confirmation by the Society). The Allottee hereby expressly agrees that the Allottee shall not raise any grievance on account of allotment of said parking area nor the Allottee shall request to exchange the same with any other parking area nor the Allottee shall be entitled to claim any additional parking area. The Allottee shall also not raise any grievance on account of allotment of parking area to the remaining flat owners of the said Buildings.

Z. The list of Annexures attached to this Agreement are stated herein below,-

Annexure "A"	Plan *inter alia* showing the Larger Land, the said Land and the tentative EWS Component.
Annexure "B"	Details of all the permissions and approvals obtained by the Landowner / the Promoter in respect of the said Land
Annexure "C"	Details of the litigation pertaining to the Land
Annexure "D"	RERA Certificate
Annexure "E"	Proposed Layout Plan
Annexure "F"	All title documents by which the Landowner has purchased the Larger Land
Annexure "G"	Title Certificate
Annexure "H"	7/12 extracts
Annexure "I"	Plan of the Premises
Annexure "J"	Proforma reflecting additional/ proposed FSI, proposed floors and proposed flats in the Phase 1 Real Estate Project
Annexure "K"	Mortgages and Litigations pertaining to the Larger Land or any part thereof
Annexure "L"	Manner and payment instalments of Sale Consideration

AA. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

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

1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience, and are not intended in derogation of RERA.

2. The Promoter proposes to construct the Phase 1 Real Estate Project being the said Buildings known as '**SUPREME ESTIA WING A AND SUPREME ESTIA WING B'** (consisting of lower parking, upper parking and first parking and upto [20] upper floors out of which [15] upper floors are currently sanctioned in accordance with the plans, designs and specifications as referred hereinabove, and as approved by the PMC from time to time. The Phase 1 Real Estate Project shall have the common areas, facilities and amenities that may be usable by the Allottee and are listed in the **Third Schedule** hereunder written.

PROVIDED THAT the Promoter shall have to obtain prior consent in writing of the Allottee in respect of any variations or modifications which may adversely affect the Premises of the Allottee; except, any alteration or addition required by any Government authorities, or, due to change in law, or changes made to exploit the full potential of the said Land or, any change as contemplated by any of the disclosures already made to the Allottee herein. Provided further that the Promoter shall be entitled to make modifications, variations, additions or alterations as may be required by the Promoter from time to time, by obtaining 2/3rd consent of concerned adversely affected Allottee in the said Building/ Phase 1 Real Estate Project /Floor as the case may be. It is clarified that the consent of those Allottees who are not affected by the modifications, variations, additions or alterations proposed and/or carried out by the Promoter as aforesaid shall not be required. It is further clarified that the only if the area of the said Premises varies more than stipulated cap of 3%, the Allottee shall be deemed to be adversely

affected person for the purposes of consent. The Promoter shall also be entitled to make such changes within the said Phase 1 Real Estate Project or in the Premises as may be required by the Promoter or the concerned authorities or as may be necessary due to architectural and structural requirements, without any consent from the Allottee.

The Promoter may club, amalgamate the development/redevelopment of the lands adjacent/ adjoining to the said Land. The Promoter shall also be entitled to club/ amalgamate the development of the said Land (or part thereof) with any such other adjacent/adjoining land, whether as a common integrated layout with the said Land (or part thereof) or otherwise, subject to necessary approvals/sanctions from the concerned authorities. For this purpose, the Promoter shall be entitled to take steps including but not limited to following:

(i) Amalgamate schemes of development of the adjoining land, land plates, land composition and land mix;

(ii) Floating FSI/Transferable Development Rights ("**TDR**") from the said Land onto the adjoining land/properties and from the adjoining land/properties onto the said Land and undertake consequent construction, development, sale, marketing and alienation; and

(iii) Provide common access and entry and exit points to and from the said Land (or part thereof) and the adjoining properties, which may be used in common by the allottees/occupants of premises constructed on the said Land (or part thereof) and the adjacent/adjoining properties, amenity plot, persons entitled to the EWS Component, and such other persons as may be permitted by the planning authority.

(iv) In the event, the Promoter develops rowhouses/ villas, etc. in the Phase 1 Real Estate Project and / or the Whole Project then the Developer has the rights to convey the land beneath the said rowhouse / villa to the purchaser thereof and can apply for the subdivision to that effect.

3. **Disclosure and Title:**

(i) The Allottee hereby declares and confirms that prior to the execution of this Agreement, the Promoter has made full and complete disclosure of their right, title and interest to the Phase 1 Real Estate Project and the right, title and interest of the Promoter and the Landowner in the said Land and the said Premises and the Allottee has taken full, free and complete disclosure of the right, title and interest of the Promoter to the said Land, the said Premises and the Allottee has taken full, free and complete inspection of all the information, documents, disclosures that have been uploaded by the Promoter on the MahaRERA website, and has/have also satisfied himself / herself / themselves of the particulars and disclosures, including the following:

a. Nature of the right, title and interest of the Promoter to the said Land and the development of the Phase 1 Real Estate Project and the encumbrances thereon;

b. Nature of the right, title and interest of the Landowner in the said Land;

c. The drawings, plans and specifications duly approved and sanctioned till date by the sanctioning authorities in respect of the Phase 1 Real Estate Project, Buildings and the floor plan of the said Premises;

d. Particulars of fixtures, fittings and specifications proposed to be provided in the said Premises as more particularly mentioned in the **Sixth Schedule** hereunder written;

e. FSI utilized in the Phase 1 Real Estate Project as setout herein;

f. The nature of the organization to be constituted of the Allottee of the Premises in the Phase 1 Real Estate Project;

g. The Approvals obtained till date and to be obtained, in relation to the Phase 1 Real Estate Project;

h. Nature of responsibilities of the Promoter, the Landowner and Allottee under this Agreement; and

i. The nature of the right, title and interest of the Allottee in the said Premises hereby agreed to be created.

(ii) The Promoter would be entitled to aggregate any contiguous land parcel with the development of the said Land, in accordance with applicable law, as may be amended, modified and / or re-enacted from time to time.

(iii) The Promoter is entitled to amend, modify and/or substitute the Proposed Plans, in full or in part, as may be required by the applicable law from time to time.

(iv) The Allottee further confirms and warrants that the Allottee has independently investigated and conducted legal and technical due diligence in respect of the Phase 1 Real Estate Project and the said Land and the said Premises and has satisfied himself/herself/themselves in respect of the title thereof and waives his/her/their right to dispute or raise objections in that regard, at any time in future. The Allottee confirms that the Allottee has been suitably advised by his/her/their Advocate and that after fully understanding and accepting the terms hereof, the Allottee has decided and agreed to enter into this Agreement. The Allottee has accepted the right, title and interest of the Promoter in respect of the said Land/ Phase 1 Real Estate Project and the said Premises and doth hereby agree and undertake not to raise any requisitions or objections to the same, any time hereafter. The Allottee hereby confirms that the Allottee has agreed to purchase the said Premises based on the terms and conditions stated hereunder and that the Promoter shall not be held liable for anything not stated in this Agreement.

(v) It is expressly agreed that the right of the Allottee under this Agreement or otherwise shall always be restricted only to the Premises agreed to be sold and such right will accrue to the Allottee only on the Allottee making full and final payment of the Sale Consideration and Other Charges and Taxes payable in pursuance hereof to the Promoter in accordance with this Agreement and only on the Allottee performing and complying with the terms, conditions, covenants, obligations, undertakings etc. as contained herein without any breach of the same.

The Allottee agrees that in the event of any change in plan due to statutory requirements or otherwise, the Promoter shall have option to allot any other Premises of the same area, in lieu of the Premises hereby agreed to be sold. Provided that Sale Consideration shall be adjusted at the same rate as agreed herein.

4. **Purchase of the Premises and Sale Consideration:**

(i) The Allottee hereby agrees to purchase from the Promoter, and the Promoter hereby agrees to sell to the Allottee, the said Premises, as more particularly described in the **Fifth Schedule** hereunder written and as shown hatched with blue colour on the floor plan annexed and marked **Annexure "I"** hereto, at and for the Sale Consideration as setout in the **Fifth Schedule** hereunder written.

(ii) The Allottee hereby agrees to purchase from the Promoter, and the Promoter hereby agrees to sell to the Allottee, covered parking spaces bearing Nos. [●] situated at [●] lower parking / upper parking / first parking level being constructed in the layout of the said Land for the consideration of Rs. [●]/- (Rupees [●]).

OR

In accordance with and subject to the terms and conditions set out in this Agreement, the Promoter hereby agrees to provisionally allot (bereft of any consideration) the right to use of [●] open car parking space on [ground / stilt] floor of the Buildings (which allotment of parking space is subject to ratification / confirmation by the Society).

(iii) The total aggregate consideration amount for the said Premises and the covered parking spaces is thus Rs. [●]/- (Rupees [●]) (the "**Sale Consideration**").

(iv) The Allottee/s has/have paid before execution of this Agreement, part payment of the Sale Consideration as advance payment as more particularly set out in **Annexure "L"** hereto and the Allottee has agreed to pay to the Promoter the balance amount of Sale Consideration of Rs.[●]/- (Rupees [●]) in the manner and payment instalments as more particularly mentioned in **Annexure "L"** annexed hereto.

(v) It is clarified that Sale Consideration shall be payable by the Allottee in the Bank Account No. [●] maintained with [●] Bank, [●] Branch with IFSC Code [●] (the "**Account**"). The Promoter and the Landowner shall appropriate the Sale Consideration amongst themselves in the manner as set out in the Development Agreements.

(vi) The Sale Consideration excludes taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, GST and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the Premises and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including service tax, VAT, GST and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee alone and the Promoter shall not be liable to bear or pay the same or any part thereof.

(vii) The Sale Consideration is escalation-free, save and except escalations/increases, due to 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 undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification / order / rule / regulation / demand, published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

(viii) The Carpet area is subject to variation of +/- 3% (plus or minus three percent) on account of structural design and construction variances or for planning and other constraints. In case of any dispute on the measurement of carpet area, the same shall be physically measured after removing all finishes that have been applied/ fitted and the cost of removal and refitting of such finishes shall be solely borne and paid by the Allottee alone. The consideration payable on the basis of the re-measured carpet area of the Premises shall be recalculated by the Promoter. If there is any reduction in the carpet area more than the tolerance limit of 3% (three percent), then the Promoter shall refund the proportionate excess money paid by Allottee on the date of handing over possession of the said Premises with interest at the Interest Rate from the date of such joint measurement. Provided that the Promoter shall cease to be liable to make the payment of any interest, if the Allottee fails to take possession in accordance with the Possession Notice. If there is any increase in the carpet area of the said Premises, the Promoter shall demand an additional amount from the Allottee towards the Sale Consideration and proportionate Other Charges which shall be payable by the Allottee on or prior to the date of handing over possession of the said Premises. Failure to make payments by the Allottee shall amount to be "**default**" and the Allottee shall be liable for consequences of default or breach in terms of this Agreement. It is clarified that the payments to be made by the Promoter or the Allottee, as the case may be, under this Clause shall be made at the same rate per square meter as agreed under this Agreement. After the possession of the said Premises is handed over to the Allottee, neither party shall have any dispute or claim with regard to area of the said Premises or otherwise.

(ix) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

(x) On a written demand being made by the Promoter upon the Allottee with respect to a payment amount (whether Sale Consideration or any other amount payable in terms of this Agreement), the Allottee shall pay such amount to the Promoter, within 7 (seven) days of the Promoter's said written demand, without any delay, demur or default.

(xi) If the Allottee enters into any loan/financing arrangement with any bank/financial institution, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement, in the same manner detailed in this Clause 3 and Clause 18 below (which will not absolve Allottee of its responsibilities under this Agreement).

(xii) The Promoter shall be entitled to securitise the Sale Consideration and other amounts payable by the Allottee under this Agreement (or any part thereof), in the manner permissible under RERA, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Sale Consideration and other amounts payable by the Allottee under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee shall be required to make payment of the Sale Consideration and other amounts payable in accordance with this Agreement, in the manner as intimated.

(xiii) The Sale Consideration is only in respect of the said Premises and the covered car parking space as aforesaid. The Promoter has neither charged nor recovered any price for limited common areas and the common areas facilities and amenities (except as specified in this Agreement).

OR

The Sale Consideration is only in respect of the said Premises as aforesaid. The Promoter has neither charged nor recovered any price for limited common areas and the common areas facilities and amenities (except as specified in this Agreement) and allotment of the open car parking space.

(xiv) The Allottee shall deduct tax at source ("**TDS**") from each instalment of the Sale Consideration as required under the Income Tax Act, 1961 and shall provide the Promoter with the challans/receipt evidencing deposit of such TDS with the Government, within 15 (fifteen) days of receipt of such challans/receipts.

(xv) The payment of the Sale Consideration and Other Charges and outgoings by the Allottee in accordance with the provisions of this Agreement, is the basis of the sale and is one of the principal, material and fundamental terms of this Agreement (time being the essence). The Promoter has agreed to allot and sell the said Premises to the Allottee at the Sale Consideration inter-alia because of the Allottee having agreed to pay the Sale Consideration and Other Charges, maintenance and outgoings in accordance with this Agreement.

(xvi) In case of Open Car Park:
The Promoter has agreed to provide for the exclusive use of the Allottee with the said Premises, [●] ([●]) car parking slot in the [open area / stilt / ground floor] / Mechanical/ Robotic Parking System (which may be in the form of a tandem parking, tower parking, or stack parking or any other form of automated or mechanical or robotic parking) if any (hereinafter referred to as "**said Car Parking Slot**"). The Allottee agrees and acknowledges that:

(a) The said Car Parking Slot is provided for exclusive use by the Allottee, the Allottee will be bound to abide by the rules and regulations as may be framed in regard to the said Car Parking Slot by the Promoter and/or the Society of the premises purchasers in the said Phase 1 Real Estate Project and shall pay such outgoings in respect of the said Car Parking Slot as may be levied by the Promoter or the Society of allottees in the said Phase 1 Real Estate Project. Further, the Allottee agrees not to dispute about the location of the said Car Parking Slot and/or the suitability thereof at any time in future.

(b) The Promoter shall identify and allocate the Car Parking Slot on or before handing over possession of the said Premises. The decision of the Promoter with respect to such identification and allocation of Car Parking Slot shall be final and binding on the Allottee and the Allottee hereby gives his/ her irrevocable consent for the same and undertakes not to dispute such allocation of the Car Parking Slot as well as allotment made to any other allottee, at any time in future. The Allottee undertakes not to sell/transfer/lease or give on license or in any other way part with the Car Parking Slot allotted to him/her. The rights of the Allottee in respect of the said Car Parking Slot shall be co-extensive and co-terminus along with this Agreement. The Allottee agrees that unauthorized use of the Car Parking Slot will tantamount material breach of the terms of this Agreement. For such breach, the Promoter shall have right inter-alia to levy such penalty or take such action as they may deem fit. The Allottee undertakes to pay such maintenance charges in respect of the Car Parking Slot as may be decided by the Promoter or the Society from time to time.

(c) The Robotic/Automated Car Parking System, if any, will be purchased by the Promoter from third party Vendor/s and the same is subject to normal wear and tear and is also susceptible to malfunctioning. It may require shut down for repairs and maintenance. The Allottee waives any and all claims, liabilities against the Promoter or their successors in case he/she/it/they experience any malfunctioning or shut down for any period or for want of electricity etc. Further, the obligation of the Promoter to maintain such mechanical Car Parking Slot shall be limited to the extent of the warranty period or until the handing over of the Management of the Phase 1 Real Estate Project to the Society of allottees therein, whichever is earlier. The Allottee agrees not to withhold the maintenance to be paid towards the said Premises and/or the Car Parking Slot for any reason whatsoever.

(xvii) Time is of the essence for the Landowner, Promoter as well as the Allottee. The Landowner and Promoter shall abide by the time schedule for completing the Premises and handing over the Premises to the Allottee after receiving the Occupation Certificate in respect thereof and the common areas, facilities and amenities in the Phase 1 Real Estate Project that may be usable by the Allottee and are listed in the **Third Schedule** hereunder written.

(xviii) The Allottee shall make timely payments of all instalments of the Sale Consideration and other dues payable by him/her/it and meeting, complying with and fulfilling all its other obligations under this Agreement. All payments shall be made by way of demand drafts/ pay orders/ account payee cheques/ RTGS/ ECS/ NEFT or any other instrument drawn in favour of / to the account of the Promoter set out in the **Fifth Schedule** hereunder written. In case of any financing arrangement entered by the Allottee with any financial institution with respect to the purchase of the said Premises, the Allottee undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse / pay all such amounts due and payable to the Promoter through an account payee cheque / demand draft / pay order / wire transfer drawn in favour of /to the account of the Promoter more particularly mentioned in the **Fifth Schedule** hereunder written. Any payments made in favour of / to any other account other than as mentioned herein, shall not be treated as payment towards Sale Consideration in respect of the said Premises. The Allottee shall satisfy the Promoter either through its banker's commitment or in such other manner as shall be determined by the Promoter with regard to the security for the payment of each instalment of the Sale Consideration. The Promoter shall be entitled to change the account (as set out in the **Fifth Schedule)** by giving a written notice to the Allottee to this effect in which case the payments of the amounts under this Agreement shall be made by the Allottee and / or the aforesaid bank/financial institution in such new account.

(xix) Further, the Allottee or the financial institution making payment of Sale Consideration or part thereof is responsible to deduct a certain percentage of the amount paid towards sale consideration as Tax Deducted at Source (TDS) under section 194-IA of the Income Tax Act, 1961 and deposit the same to the credit of Central Government and shall issue TDS Certificate(s) in favour of the Promoter in the prescribed Form 16B for the same within the statutory period. In the event of any error committed while deducting TDS or in E-filing, the same shall be rectified by the Allottee/financial institution within a period of 30 (thirty) days from the said error being brought to the

Allottee/financial institution's notice. The Credit for the TDS amount deposited by the Allottee/financial institution will be given to the Allottee only upon receipt of the Original TDS Certificate and only if the amount mentioned therein matches with the amount appearing in the Income Tax Department website. In the event, the Allottee fails to produce the Original TDS Certificates for all the payments made by the Allottee at the time of handing over possession of the said Premises or within the time prescribed in the Possession Notice, whichever is earlier, the Allottee will be required to deposit with the Promoter such equivalent TDS amount as interest free deposit, which deposit shall be refunded by Promoter to the Allottee only upon the Allottee furnishing the TDS Certificate within one month from the date of handing over possession of the said Premises. In case the Allottee fails to handover all the original TDS Certificates within the stipulated period of one month from the date of handing over or within the period stipulated in the Possession Notice, whichever is earlier, the Promoter shall be entitled to appropriate the said deposit against the amount of TDS Certificate receivable from the Allottee. The Allottee shall also be liable for all costs, expenses, penalties and interest as may be suffered by the Promoter on account of delay in furnishing the TDS certificate or otherwise. The Allottee hereby indemnifies the Promoter from all such costs, expenses, penalties, interest, losses and damages as may be suffered by the Promoter.

(xx) The Allottee agrees and confirms that in the event of delay/default in making payment of the GST, TDS or any such taxes or amounts under this Agreement as called upon by the Promoter, then without prejudice to any other rights or remedies available with the Promoter under this Agreement, the Promoter shall be entitled to adjust the said unpaid tax amount (along with interest payable thereon from the due date till the date of adjustment) against any subsequent amounts received from the Allottee and the Allottee shall forthwith pay the balance amount due and payable by the Allottee to the Promoter.

(xxi) Notwithstanding anything contained herein, each payment made by the Allottee shall be appropriated at the discretion of the Promoter, first to the discharge of any damages, interest and then to the payment of any other amount due in terms hereof. It will be the sole discretion of the Promoter to appropriate any amounts received from the Allottee towards the Sale Consideration or any part thereof or any other amount that may be owed by the Allottee to the Promoter.

5. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the PMC at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Premises to the Allottee, obtain from the PMC the Occupation Certificate or Completion Certificate in respect of the said Premises.

6. **FSI, TDR and development potentiality with respect to the said Building on the said Land:**

(i) The Allottee hereby agrees, accepts and confirms that the Promoter proposes to develop the Phase 1 Real Estate Project (including by utilization of the full development potential) in the manner more particularly detailed at Recital [●] above and as depicted in the layout plans, proformas and specifications at **Annexure "E"** and **Annexure "J"** hereto and the Allottee has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.

(ii) The Promoter shall be entitled to the entire unconsumed and residual FSI in respect of the said Land whether purchased from any authority by payment of premium or price or arising out of the change of law and policy, the purchase of TDR, availability and increase of FSI/TDR, floating FSI, clubbing FSI, Incentive FSI, additional FSI, fungible FSI, FSI arising due to changes in layout and the development thereof and/or FSI which is not computed towards FSI by any concerned authority or due to proposed changes in layout by implementing various scheme as mentioned in Development Control Regulations or based on expectation of increased FSI which may be available in future on modification of the present Development Control Regulations which are applicable to the development of said Land or otherwise by any other means whatsoever, which shall absolutely and exclusively belong to and be available to the Promoter for utilization and consumption on the said Land and which shall be developed as a proposed /separate phase and the same shall not affect the existing development that is proposed on the said Land and neither the Allottee nor the Society

shall have any claims, rights, benefits or interests whatsoever including for use and consumption in respect thereof and/or object to, obstruct or hinder on grounds of any inconvenience.

7. **FSI, TDR and development potentiality with respect to the Proposed Future and Further Development of the said Land/ Whole Project:**

The Allottee hereby agrees, accepts and confirms that the Promoter proposes to develop the Whole Project of the said Land (by utilization of the full development potential of the Larger Land) and develop the same in phase-wise manner and undertake multiple real estate projects therein in the manner more particularly detailed at Recital [●] and [●] above and as depicted in the layout plans, proformas and specifications at **Annexure "E"** and **Annexure "J"** hereto constituting the Proposed Layout Plan and the Proposed Potential and the Allottee has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.

8. **Possession Date, Delays and Termination:**

(i) The Promoter shall endeavor to complete the construction of the said Premises and obtain the part / full Occupation Certificate from the concerned authority in respect of the Premises by the date as more particularly mentioned in the **Fifth Schedule** hereunder written ("**Possession Date**"). Provided however, that the Promoter shall be entitled to extension of time for giving delivery of the Premises on the Possession Date, if the completion of the Phase 1 Real Estate Project is delayed on account of any or all of the following factors: -

(a) war, civil commotion, flood, drought, fire, cyclone, earthquake, act of god or any calamity by nature affecting the regular development of the real estate project ("**Force Majeure**"); or
(b) Non-availability of cement, steel, sand or other construction material, strike of manufacturers, suppliers, transporters, or other intermediaries or due to any reason whatsoever; or
(c) Any notice, order, rule, notification of the Government and/or other public or competent authority/court; or
(d) Any stay order / injunction order issued by any Court of Law, competent authority, Collector, PMC, statutory authority; or
(e) Any suit, application, writ or complaint, filed by any third party against the Promoters and / or the Landowner; or
(f) If any matter or issue relating to such approvals, permissions, notices, notifications by the Competent Authority become subject matter of any suit/ writ before a competent court; or
(g) If any Competent Authority refuses, delays (including administrative delays), withholds OC /CC or denies the grant of necessary approvals for the said Premises/Buildings;
(h) The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Government Authority that prevents or restricts Promoter / Landowner from complying with any or all the terms and conditions as agreed under this Agreement; or any legislation, order or rule or regulation made or issued by the Government or any other authority which would affect the development; or
(i) Any other circumstances that may be deemed reasonable by the Authority; or
(j) Any delay in granting approvals from the Ministry of Environment and Forest and Maharashtra Pollution Control Board (MPCB); or
(k) Any event or circumstances analogues to the foregoing or beyond the reasonable control of the Promoter.

(ii) If the Promoter fails to abide by the time schedule for completing the said Real Estate Project and for handing over the said Premises to the Allottee on the Possession Date (save and except for the reasons as stated in Clause 8 (i) above), then the Allottee shall be entitled to either of the following:-

(a) Call upon the Promoter by giving a written notice by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter ("**Interest Notice**"), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon per annum, for every month of delay from the Possession Date ("**the Interest Rate**"), on the Sale Consideration paid by the Allottee. The interest shall be paid by the Promoter to the Allottee till the date of

offering to hand over of the possession of the said Premises by the Promoter to the Allottee; OR

(b) The Allottee shall be entitled to terminate this Agreement by giving written notice to the Promoter by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter ("**Allottee Termination Notice**"). On the receipt of the Allottee Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. Within a period of 30 days from the date of receipt of the Allottee Termination Notice by the Promoter, the Promoter shall refund to the Allottee the amounts already received by the Promoter under this Agreement with interest thereon at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon per annum to be computed from the date the Promoter received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid. On such repayment of the amounts by the Promoter (as stated in this clause), the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or car park and the Promoter shall be entitled to deal with and/or dispose of the said Premises and/or the car park in the manner it deems fit and proper.

(iii) In case if the Allottee elects his remedy under sub-clause (ii) (a) above then in such a case the Allottee shall not subsequently be entitled to the remedy under sub-clause (ii) (b) above.

(iv) If the Allottee fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then, the Allottee shall pay to the Promoter interest at the Interest Rate, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate.

(v) Without prejudice to the right of the Promoter to charge interest at the Interest Rate and any other rights and remedies available to the Promoter, in the event of the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including but not limited to his/her/its proportionate share of taxes levied by concerned local authority, maintenance and other outgoings including Other Charges) or breach of any of the provisions of this Agreement, the same shall constitute an event of default of the Allottee ("**Event of Default**").

(vi) Upon occurrence of an Event of Default, the Promoter shall be entitled to at his own option and discretion, terminate this Agreement, without any reference to the Allottee; Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee ("**Default Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee, of its intention to terminate this Agreement with details of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement.

(vii) If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of the Default Notice, including making full and final payment of any outstanding dues together with the interest at the Interest Rate thereon, then at the end of the Default Notice, the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee ("**Promoter Termination Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottees;

(viii) On the issuance of the Promoter Termination Notice, this Agreement shall stand terminated and cancelled and the Allottee shall cease to be Allottee in connection with the said Premises, with immediate effect. Thereafter, the Promoter shall be entitled to (i) deal with and/or dispose of or alienate the said Premises and assign the Car Parking Slot in the manner as the Promoter may deem fit without any reference to the Allottee; and (ii) the Promoter shall be entitled to adjust and recover from the Allottee (a) pre-quantified and agreed liquidated damages equivalent to 9.9% of the Sale Consideration ("**Pre-Quantified Liquidated Damages**") and any losses that may be caused to or suffered by the Promoter (b) brokerage, if any, paid to channel partner/agent (c) all other taxes and outgoings (including maintenance charges) in respect of the said Premises upto the date of Promoter Termination Notice, (d) the amount of interest payable by the Allottee in terms of this Agreement from the date

of default in payment till the date of Promoter Termination Notice (e) amount of stamp duty and registration charges and expenses incidental thereto on the deed of cancellation (f) in case the Allottee has opted for subvention scheme, the total amount of Pre-EMI interest paid and /or payable by the Promoter to the lending Bank/Financial Institution (g) in case the Allottee has availed any loan then all amounts disbursed by the lending Bank/Financial Institution to the Promoter, which amounts may be refunded by the Promoter to such lending Bank/Financial Institution directly and the Allottee authorizes the Promoter to collect the original Agreement for Sale from such Bank/Financial Institution and shall not be required to take any consent/ confirmation from the Allottee at any time and refund the balance, if any, to the Allottee. The Allottee doth hereby authorizes the Promoter to collect this agreement including all other documents from the concerned bank.

(ix) The Developer and the Allottee have agreed on the said Pre-Quantified Liquidated Damages taking into account all the relevant factors including but not limited to the time lines given to the Allottee to pay the balance Sale Consideration and also the amounts to be incurred by the Promoter in the construction of the Phase 1 Real Estate Project and the possible breach/default on the part of the Allottee. The Allottee acknowledges that the amount of Pre-Quantified Liquidated Damages is reasonable considering the consequent hardship and inconvenience that would be caused to the Promoter. The understanding arrived at in this Clause forms the material and fundamental basis on which the Promoter has agreed to sell the said Premises to the Allottee.

(x) Upon the receipt of the Promoter Termination Notice by the Allottee, he/she shall have no claim of any nature whatsoever against the Promoter and/or the said /Premises and/or the Car Park Slot and / or the covered car parking, as the case may be.

(xi) Within a period of 15 (Fifteen) days of sending the refund cheque, if any, (subject to adjustments and settlement of accounts) or communication from the Promoter calling upon the Allottee to execute and register Deed of Cancellation in respect of the said Premises, the Allottee agrees and undertakes to register the Deed of Cancellation of this Agreement forthwith. The stamp duty, registration charges and other costs and expenses incidental thereto shall be borne and paid by the Allottee alone.

(xii) The surplus, if any, out of the Sale Consideration after adjusting the amounts due and payable to the Promoter in terms of this Agreement will be paid over to the Allottee by the Promoter simultaneously at the time of execution and registration of the Deed of Cancellation. In case the Allottee fails to comply with the requisitions under this clause, the Promoter shall have an option (but not obligation) to dispatch the refund cheque for the balance amount, if any, after deducting the aforesaid dues and adjusting the Pre-Quantified Liquidated Damages, by registered post or such other mode as may be decided by the Promoter, at the last known address of the Allottee irrespective of whether the Allottee accepts or encashes the cheque or not, such dispatch of the cheque will be sufficient proof of the cancellation of the said Agreement and the Promoter shall not be required to obtain declaration of cancellation from any court or authority, and such refund shall tantamount that the Promoter has refunded amounts due to the Allottee in full and final settlement of Allottee's account and the Allottee shall be deemed to have accepted the same in full satisfaction of all his/her/its/their claim consequent to termination of this Agreement. Further, after issuance of Promoter Termination Notice, the Promoter shall not be liable to pay to the Allottee any interest, compensation, damages, costs or expenses or any other amount and shall also not be liable to reimburse to the Allottee any Government Charges such as GST, stamp duty, registration fees etc.

(xiii) The Allottee waives his right to raise any objection to the deduction or adjustment or appropriation of the Pre-Quantified Liquidated Damages as agreed above.

(xiv) Without prejudice to rights and remedies available to the Promoter under this Agreement or under the law, the Allottee agrees that if the Allottee has taken a loan from any bank/financial institution against the security of the said /Premises with NOC of the Promoter and this Agreement is terminated by either party then in that case Allottee hereby undertakes to clear the entire mortgage debt outstanding and to obtain necessary letter/ confirmation stating clearance of mortgage, etc. from such

bank/financial institution and the bank/financial institution shall have no recourse against the Promoter or the said Premises.

(xv) It is further agreed and understood that irrespective of the fact whether the Allottee has obtained sanction of housing loan/finance from a bank or financial institution in respect of the said Premises, in the event of any delay or failure in payment of the balance Sale Consideration/ Instalment and/or interest payable by the Allottee to the Promoter under these presents for any reason or cause whatsoever, the Allottee alone shall personally be liable or responsible to pay the amount of Instalments with interest (if so delayed in payment of the Instalments amount) so due and payable under these presents and shall not claim any equity or extension or otherwise on the ground of having not obtained sanction of such finance and/or disbursement or delay in disbursement of such amounts by bank/ financial institution. The Allottee shall pay such amounts so due and payable to the Promoter from his/her/their/its own source of income. In the event of delay or default in payment of any one or more Instalments or the entire Sale Consideration on being payable under these presents, by the Allottee and/or his/her/their/its Banker/ Financial Institution the Allottee personally shall be liable to pay such amount of interest as the Promoter is entitled to as contemplated under these presents. The Bank/Financial Institution shall not claim any equity or otherwise against the Promoter or the said Premises. It is however clarified that on the either party cancelling the allotment of the said Premises and termination of this Agreement, the Promoter after deducting Pre-Quantified Liquidated Damages and all the amounts agreed above together with costs and expenses of any permissions and approvals that may be required to be obtained from the Authority, shall first offer the balance, if any, to the bankers/financial institutions who had disbursed the amount from the sanctioned limit against return of the Original of this Agreement and only thereafter the balance, if any, shall be refunded to the Allottee.

(xvi) The Promoter herein has specifically informed the Allottee that if in case, any inquiry is raised by any statutory or Government or Semi-Government Authority or any agency or Revenue Authorities or any other statutory authority pertaining to the amount paid by the Allottee to the Promoter, the Allottee alone shall be liable to provide the source of the amount paid by the Allottee to the satisfaction of such authorities or agency as the case may be. In case, the Allottee fails to provide information to the satisfaction of the concerned authorities and consequently any action is initiated by them, the Allottee alone shall be liable for all costs and consequences thereof. The Allottee hereby indemnifies the Promoter, its partners, directors, employees and officers and undertakes to continue to keep them indemnified against all the losses, damages, expenses, charges and payments (including the litigation costs, advocates and counsel fees).

9. The common areas, facilities and amenities in the said Phase 1 Real Estate Project that may be usable by the Allottee and are listed in the **Third Schedule** hereunder written. The common areas, facilities and amenities in the Whole Project that may be usable by the Allottee and are listed in the **Fourth Schedule** hereunder written. The internal fitting and fixtures in the said Premises that shall be provided by the Promoter are listed in the **Sixth Schedule** hereunder written.

10. **Procedure for taking possession:**

(i) Upon obtainment of the Occupancy Certificate from the PMC / any other authority and upon payment by the Allottee of the requisite instalments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoter shall offer possession of the said Premises to the Allottee in writing ("**Possession Notice**"). The Allottee agrees to pay the maintenance charges for 36 months, in advance, as determined by the Promoter. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the Occupancy Certificate of the Phase 1 Real Estate Project.

(ii) The Allottee shall take possession of the said Premises within 15 days of the Possession Notice.

(iii) Upon receiving the Possession Notice from the Promoter as per sub-clause (i) above, the Allottee shall take possession of the said Premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the said Premises

to the Allottee. Irrespective of whether the Allottee takes or fails to take possession of the Premises within the time provided in sub-clause (ii) above, such Allottee shall continue to be liable to pay maintenance charges and all other charges with respect to the Premises, as applicable and as shall be decided by the Promoter.

(iv) Within 15 (fifteen) days of receipt of the Possession Notice, the Allottee shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the carpet area of the said Premises, of outgoings in respect of the Phase 1 Real Estate Project and said Land including inter-alia, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the Collector / PMC or other concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Phase 1 Real Estate Project and/or the said Land. Until the Society is formed and the Society Conveyance is duly executed and registered, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter at its sole discretion. The Allottee further agrees that till the Allottee's share is so determined by the Promoter at its sole discretion, the Allottee shall pay to the Promoter provisional monthly contribution of Rs. [●]/- (Rupees [●]) per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and shall remain with the Promoter until the Society Conveyance is duly executed and registered. On execution of the Society Conveyance, the aforesaid deposits less any deductions as provided for in this Agreement, shall be paid over by the Promoter to the Society.

(v) If within a period of 5 (five) years from the date of handing over the said Premises to the Allottee, the Allottee brings to the notice of the Promoter any structural defect or defects on account of workmanship or quality in the said Premises or the said Building in which the said Premises are situated any then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, reasonable compensation for such defect in the manner as provided under the RERA. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the willful default and/or negligence of the Allottee and/or any other allottees in the Phase 1 Real Estate Project or due to any act of omission or commission by the Allottee or other allottees or due to force majeure event.

(vi) The Allottee shall, before delivery of possession of the said Premises in accordance with this Clause, deposit such amounts as mentioned in the **Seventh Schedule** and the **Eighth Schedule** hereunder written ("**Other Charges**") with the Promoter. The amounts mentioned in the **Seventh Schedule** shall not be accountable by the Promoter. The amounts mentioned in the **Eighth Schedule** hereunder written, shall be accounted only to the Society of the premises purchasers and not to the Allottee individually and shall not carry any interest. The Other Charges are tentative and are liable to be revised by the Promoter. The Allottee shall make payments of such amounts as more particularly mentioned in the **Seventh Schedule and** the **Eighth Schedule** to the bank account of the Promoter, as detailed in the **Third Schedule** hereunder written or as may be prescribed by the Promoter. For the purposes of this clause, the expression "**Promoter**" includes its nominee.

11. The Allottee shall use the said Premises or any part thereof or permit the same to be used only for residential use only. The Allottee shall use the car parking space only for purpose of parking vehicle. The allotment of Car Parking Slot shall be co-existent and co-terminus with this Agreement, unless otherwise revoked by the Promoter due to any violation of rules framed by the Promoter or the Society for regulating the parking areas or for violation of any law in that regard.

12. **Facility Manager:**

(i) The Promoter has the right to enter into contract with any third party / agency for the purpose of maintenance and upkeep of the Buildings and such decision shall be final and binding upon the Allottee. Tenure of Facility Manager shall be until the sale of all the premises in the said Buildings and/or till the completion and sale of Whole Project and/or for such other period as may be decided by the Promoter. Upon handing

over management of the said Buildings to the Society, the Society shall be entitled to undertake the maintenance of the said Buildings or any part thereof. The Promoter may also formulate the rules and regulations for the maintenance and upkeep of the said Buildings and the Allottee/s hereby agrees and undertakes to abide and follow and not to deviate from any of the provisions of such rules, regulations and bye-laws.

(ii) The Promoter shall have the right to designate any space on the said Land and/or the said Buildings or any part thereof to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the said Buildings. The Promoter shall also be entitled to designate any space on the Land and/or in the terrace of the said Buildings to such utility provider either on leave and license or leasehold basis for the purpose of installing power sub-stations with a view to service the electricity requirement in the said Buildings and / or in any other buildings.

(iii) Notwithstanding any other provision of this Agreement, the Promoter has right to and shall be entitled to nominate any person ("**Facility Manager**") to manage the operation and maintenance of the said Building, common amenities and facilities on the Land after the completion of the development of the Land. The Promoter has the authority and discretion to negotiate with such Facility Manager and to enter into and execute formal agreement/s for maintenance and management of infrastructure with the Facility Manager. The cost incurred in appointing and operating the Facility Manager shall be borne and paid by the residents/ Allottee/s / occupiers of the premises in the manner as may be determined by the Facility Manager and / or the Promoter, as part of the development and common infrastructure charges referred to herein in accordance with the term of this Agreement. Such charges may vary and the Allottee/s agrees that it shall not raise any dispute regarding the appointment of any such Facility Manager by the Promoter or towards the maintenance charges determined by such agency and / or the Promoter. It is agreed and understood by the Allottee/s that the cost of maintenance of the said Building shall be borne and paid by the Allottee/s of the units / premises in the said Buildings alone;

(iv) The Allottee/s agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter and/or the Facility Manager, including without limitation, payment of the Allottee/s' share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the Land and/or the said Buildings constructed thereon.

13. **Formation of the Society and Other Societies:**

(i) Upon 51% of the total number of units/premises in the Phase 1 Real Estate Project being booked by allottees, the Promoter shall submit an application to the competent authorities to form a co-operative housing society to comprise solely of the Allottee and other allottees of units/premises in the said Building, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules.

(ii) The Allottee shall, along with other allottees of premises/units in the Phase 1 Real Estate Project, join in forming and registering a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder and in accordance with the provisions of the RERA and RERA Rules, in respect of the Phase 1 Real Estate Project in which the allottees of the premises in the Phase 1 Real Estate Project alone shall be joined as members (the **"Society**").

(iii) For this purpose, the Allottee shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society and for becoming a member thereof, including the bye-laws of the Society and shall duly fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Allottee, so as to enable the Promoter to register the Society. No objection shall be taken by the Allottee if any changes or modifications are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

(iv) The name of the Society shall be solely decided by the Promoter.

(v) The Society shall admit all purchasers/ allottees of flats and premises in the said Building as members, in accordance with its bye-laws.

(vi) The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the Phase 1 Real Estate Project, if any. Post execution of the Society Conveyance, the Promoter shall continue to be entitled to such unsold premises and to undertake the marketing etc. in respect of such unsold premises. The Promoter shall not be liable or required to bear and/or pay any amount by way of contribution, outgoings, deposits, transfer fees/charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Society/Apex Body for the sale/allotment or transfer of the unsold premises in the Phase 1 Real Estate Project or in the Whole Project, save and except the municipal taxes at actuals (levied on the unsold premises) and a sum of Rs.500/- (Rupees Five Hundred) per month in respect of each unsold premises towards the outgoings.

(vii) Post execution of the Society Conveyance, the Society shall be responsible for the operation and management and/or supervision of the Phase 1 Real Estate Project, and the Allottee shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.

(viii) Upon 51% of allottees of premises/units in the other real estate projects to be developed on the said Land having booked their respective premises/units, the Promoter shall submit application/s to the competent authorities to form a co-operative housing society to comprise solely of the allottees of units/premises in those particular real estate project, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules ("**Other Societies**"). The Promoter shall similarly undertake the necessary steps for formation of the Other Societies in which the allottees of the premises/units comprised in the other real estate projects comprised in the said Land shall become members, in accordance with the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder and the RERA and RERA Rules.

(ix) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society and/or Other Societies, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the respective Society/Other Societies and their respective members/intended members including the Allottee, as the case may be, and the Promoter shall not be liable toward the same.

14. **Conveyance to the Society and Other Societies:**

(i) On or before [●] or within 3 (three) months from the date of issuance of the Full Occupation Certificate with respect to the Whole Project and the Promoter receiving full and final Sale Consideration and Other Charges from all the allottees of the Whole Project, the Phase 1 the Real Estate Project alongwith the common areas, facilities and amenities described in the Third Schedule hereunder written shall be conveyed by the Landowner and the Promoter to the Society vide a registered indenture of conveyance, The Society shall be required to join in execution and registration of the Society Conveyance. The costs, expenses, charges, levies and taxes on the Society Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Society alone. Post the Society Conveyance, the Society shall be responsible for the operation and management and/or supervision of the Phase 1 Real Estate Project including any common areas facilities and amenities and the Promoter shall not be responsible for the same.

(ii) The Promoter shall execute and register similar conveyances to the Other Societies with respect to their respective real estate project.

15. The Promoter has informed the Allottee that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the said Land. The Promoter has further informed the Allottee that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee alongwith other purchasers of flats/units/premises in the Phase 1

Real Estate Project and/or on the said Land, and the Allottee shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the allottee / purchasers of flats/units/premises on the Phase 1 Real Estate Project including the Allottee herein and the proportion to be paid by the Allottee shall be determined by the Promoter and the Allottee agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee nor any of the purchasers / allottee of flats/units/premises in the Phase 1 Real Estate Project shall object to the Promoter laying through or under or over the Larger Land or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings/towers which are to be developed and constructed on any portion of the Larger Land. The Promoter shall be entitled to grant right of way or access or right to lay electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines through any part of the said Land to any third party including to the occupants of the Whole Project and/or any other occupants and/or developer and/or owner of the adjoining lands and the same shall be binding on the Allottee, the Societies, the Other Societies and the Apex Body.

16. **Formation of the Apex Body:**

(i) Within a period of 3 months of obtainment of the Occupation Certificate of the last real estate project in the layout of the said Land and the Whole Project, the Promoter shall submit application/s if required to the competent authorities to form a federation of societies comprising the Society and Other Societies, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules ("**Apex Body**").

(ii) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Apex Body, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the Apex Body and its members/intended members, and the Promoter shall not be liable toward the same.

17. **Conveyance of the said Land to the Apex Body:**

(i) In case of formation of an Apex Body, within a period of 3 (three) months of registration of the Apex Body, the Promoter and Apex Body shall execute and register an Indenture of Conveyance whereby the Promoter and the Landowner shall convey all their rights, title and interest in the land comprised in the said Land and in all areas, spaces, common areas, facilities and amenities in the said Land that are not already conveyed to the Society/Other Societies, in favour of the Apex Body ("**Apex Body Conveyance**").

(ii) The Apex Body shall be required to join in execution and registration of the Apex Body Conveyance. The costs, expenses, charges, levies and taxes on the Apex Body Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Apex Body alone. Post the handing over to the Society / Other Societies, the Apex Body shall be responsible for the operation and management and/or supervision of the said Land including any common areas facilities and amenities and the Promoter shall not be responsible for the same.

(iii) Further, notwithstanding anything contained herein, the Promoter at its own discretion may dispose of and/or enter into any joint venture / development arrangement with any third party for one or more buildings / other real estate projects to be constructed on the said Land along with such portion of the Land and/or the development potential of said Land including FSI and/or TDR arising therefrom as the Promoter may deem fit, in which case, the Promoter shall be entitled to either convey and/or enter into development agreement/ joint venture agreement and/or create a lease in perpetuity in favour of such third party, in respect of the said disposed of other real estate projects / building and such portion of the said Land and/or the development potential of said Land including FSI and/or TDR arising therefrom on such terms and conditions as the Promoter may deem fit. In the event, the Promoter chooses to retain one or more of such buildings / real estate projects, such lease in perpetuity / conveyance shall be simultaneously be executed and registered by the Apex Body / Society / Other Societies with the transfer deed which may be executed and registered in their favour as mentioned herein. In either case, the rights and entitlement of the Apex Body / Society / Other Societies shall always be subject to the aforesaid conveyance or the

lease in perpetuity. The Apex Body / Society / Other Societies shall co-operate with the Promoter for mutating the name of the Promoter as the holder / lessee, as the case may be, of such buildings / real estate projects and the land on which the same are situated.

18. The Allottee shall, before delivery of possession of the said Premises in accordance with Clause 10 above, deposit the amounts set out in the **Seventh Schedule** hereunder written, with the Promoter. The above amounts are not refundable and no accounts or statement will be required to be given by the Promoter to the Allottee in respect of the above amounts deposited by the Allottee with the Promoter.

19. The Allottee shall pay to the Promoter a sum of Rs.[●]/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law / Advocates of the Promoter in connection with this Agreement, the transaction contemplated hereby, the formation of the Society/Apex Body, for preparing the rules, regulations and bye-laws of the Society/Apex Body, and, excluding the cost of preparing and engrossing the Society Conveyance, Apex Body Conveyance and other deeds, documents and writings. The details of the amounts are more particularly set out in the **Eighth Schedule** hereunder written.

20. The Promoter may appoint a third party/agency for the purpose of maintaining the Phase 1 Real Estate Project and the Whole Project on such terms and conditions as may be deemed fit. The cost for the same shall be paid / recovered from the advance maintenance amount collected from the Allottee.

21. **Loan and Mortgage:**

It is agreed that the Allottee/s shall be entitled to avail housing loan from a Bank and to mortgage the said Premises by way of security for repayment of the said loan to such Bank only with the prior written consent of the Promoter. The Promoter will grant their no objection to the Allottee/s availing of such loan from the Bank and mortgaging the said Premises with such Bank, provided however, the Promoter shall not incur any liability/obligation for repayment of the monies so borrowed by the Allottee/s and/or any monies in respect of such borrowings including interest and cost and provided the mortgage created in favour of such Bank in respect of the said Premises of the Allottee/s shall not in any manner jeopardise the Promoter's right to receive full consideration and other charges and such mortgage in favour of such Bank shall be subject to Promoter's first lien and charge on the said Premises in respect of the unpaid amounts payable by the Allottee/s to the Promoter under the terms and conditions of this Agreement and subject to the other terms and conditions contained herein. The Promoter will issue the said No Objection Letter addressed to the Bank advising the Bank to make payment of the loan amount against the mortgage of the said Premises directly to the Promoter as per the schedule of payment of the Sale Consideration or as may be requested by the Promoter from time to time.

(i) The Allottee shall be entitled to avail loan from a bank/financial institution and to mortgage the said Premises by way of security for repayment of the said loan to such bank/financial institution, with the prior written consent of the Promoter. The Promoter shall be entitled to refuse permission to the Allottee for availing any such loan and for creation of any such mortgage/charge, in the event the Allottee has/have defaulted in making payment of the Sale Consideration and/or other amounts payable by the Allottee under this Agreement.

(ii) All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said Premises, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the said Premises, shall be solely and exclusively borne and incurred by the Allottee. The Promoter and / or the Landowner shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage.

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

(iv) In the event of any enforcement of security/mortgage by any bank/financial institution, the Promoter and the Landowner shall be entitled to extend the necessary assistance/support as may be required under applicable law.

(v) The Promoter shall be entitled to borrow additional money and/or mortgage the said Land /said Larger Land or any part thereof and/or any development potential arising therefrom and the structures standing thereon and/or the receivables of the premises

as may be sold in the said structures and /or real estate project with any other financial institutions / banks / other persons /current financial institution for any amount / additional amount as the Promoter may deem fit without requiring any consent of any nature whatsoever from the Allottee in respect thereof.

22. **Representations and Warranties of the Landowner / Co-promoter:**

The Landowner hereby represents and warrants to the Allottee as follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in the Title Certificate, and subject to the RERA Certificate,-

(i) The title of the Landowner to the said Land is clear and marketable and free from all encumbrance, doubts and claims. It is clarified that all the responsibilities and liabilities as regards the title of the said Land is on the Landowner and the Promoter is under no circumstances responsible and / or liable for the same.

(ii) There are no encumbrances upon the Phase 1 Real Estate Project except those disclosed to the Allottee;

(iii) Save and except the litigation as set out in Annexure "C" hereto, there are no litigations pending before any Court of law with respect to the Phase 1 Real Estate Project except those disclosed to the Allottee;

(iv) The Landowner has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

(v) The Landowner has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land and the said Premises, which will, in any manner, affect the rights of Allottee under this Agreement;

(vi) The Landowner confirms that the Landowner is not restricted in any manner whatsoever from selling the said Premises to the Allottee in the manner contemplated in this Agreement;

(vii) At the time of execution of the Society Conveyance, the Landowner shall handover lawful, vacant, peaceful, physical possession of the common areas of the Phase 1 Real Estate Project as detailed in the **Third Schedule** hereunder written to the Society;

(viii) The Landowner has duly paid and discharged undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Land upto the date of execution of the Development Agreements;

(ix) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Land) has been received or served upon the Landowner in respect of the said Land and/or the Project except those disclosed to the Allottee.

23. **Representations and Warranties of the Promoter:**

The Promoter hereby represents and warrants to the Allottee as follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in the Title Certificate, and subject to the RERA Certificate,-

(i) The rights / entitlement of the Promoter in the said Land are clear and marketable title and the Promoter has the requisite rights to carry out development upon the said Land and also has actual, physical and legal possession of the said Land for the implementation of the Whole Project;

(ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Phase 1 Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Phase 1 Real Estate Project;

(iii) All approvals, licenses and permits issued by the competent authorities with respect to the Phase 1 Real Estate Project, are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Phase 1 Real Estate Project, shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Phase 1 Real Estate Project and common areas;

(iv) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

(v) The Promoter has not entered into any agreement for sale or any other agreement / arrangement with any person or party with respect to the said Premises, which will, in any manner, affect the rights of Allottee under this Agreement;

(vi) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee in the manner contemplated in this Agreement;

(vii) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Phase 1 Real Estate Project to the competent Authorities till receipt of the Occupation Certificate in respect of the Phase 1 Real Estate Project;

(viii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Land) has been received or served upon the Promoter in respect of the said Land and/or the Project except those disclosed to the Allottee.

24. The Allottee, with intention to bring all persons into whosoever hands the Premises and/or its rights, entitlements and obligations under this Agreement, may come, hereby covenants with the Promoter and the Landowner / Co-promoter as follows: -

(i) To maintain the said Premises at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the said Premises is taken and shall not do or suffer to be done anything in or to the Phase 1 Real Estate Project which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said building in which the said Premises is situated and the said Premises itself or any part thereof without the consent of the local authorities and Promoter.

(ii) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Phase 1 Real Estate Project in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, lifts, common passages or any other structure of the building in which the said Premises is situated, including entrances of the Phase 1 Real Estate Project in which the said Premises is situated and in case any damage is caused to the Phase 1 Real Estate Project in which the said Premises is situated or the said Premises on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

(iii) To carry out at his own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the Phase 1 Real Estate Project in which the said Premises is situated or the said Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the said Premises 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.

(iv) Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Phase 1 Real Estate Project in which the said Premises is situated and shall keep the portion, sewers, drains and pipes in the said Premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Phase 1 Real Estate Project in which the said Premises is situated and shall not chisel or drill in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Premises without the prior written permission of the Promoter and/or the Society;

(v) Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the said Buildings or the exterior wall of the said Premises or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever save and except the name of the Allottee/s in such places only as shall have been previously approved in writing by the Promoter in accordance with such manner, position and standard design laid down by the Promoter.

(vi) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land and/or the Phase 1 Real Estate Project in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;

(vii) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Land and/or the Phase 1 Real Estate Project in which the said Premises is situated.

(viii) Not park at any other place and shall park his/her car in the Car Parking Slot allocated to the Allottee.

(ix) Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the Phase 1 Real Estate Project in which the said Premises is situated.

(x) Bear and pay in a timely manner and forthwith, all amounts, dues, taxes, instalments of Sale Consideration, as required to be paid under this Agreement.

(xi) Not to change the user of the said Premises without the prior written permission of the Promoter and Society;

(xii) The Allottee shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, Sale Consideration and all other amounts payable by the Allottee to the Promoter under this Agreement, are fully and finally paid together with applicable interest thereon at the Interest Rate if any. In the event the Allottee is desirous of transferring the said Premises and/or its rights under this Agreement prior to making such full and final payment, then, the Allottee shall be entitled to effectuate such transfer only with the prior written permission of the Promoter.

(xiii) The Allottee shall observe and perform all the rules and regulations which the Society and Apex Body may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the said Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society /Apex Body regarding the occupancy and use of the said Premises in the Phase 1 Real Estate Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

(xiv) The Allottee/s shall permit the Promoter and its surveyors and agents and assigns with or without workmen and others at reasonable times to enter into the said Premises or any part thereof for the purpose of making, laying down maintaining, rebuilding, cleaning, lighting and keeping in order and good condition (including repairing) all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the said Buildings. The Allottee/s is aware that the main water/drainage pipes of the said Building may pass through certain areas within the said Premises. The Allottee/s agrees that he/she/they shall not undertake any civil works/fit out works in such areas within the said Premises, and/or permanently cover/conceal such areas within the said Premises, nor shall they in any manner restrict the access to the water/drainage pipes and/or damage the water/drainage pipes in any manner howsoever. The Promoter /the Facility Manager and/or their respective workmen, staff, employees, representatives and agents, shall, at all times, be entitled to access such areas within the said Premises for the purpose of maintenance, repair and upkeep of the water pipes and the Allottee/s hereby gives his express consent for the same.

(xv) Till the Apex Body Conveyance is executed in favour of the Apex Body, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Land, the buildings/towers/wings/units thereon, or any part thereof, to view and examine the state and condition thereof.

(xvi) Not to affix any fixtures or grills on the exterior of the Phase 1 Real Estate Project or any part thereof for the purposes of drying clothes or for any other purpose and not to have any laundry drying outside the said Premises. For fixing grills on the inside of the windows, the standard design for the same shall be obtained by the Allottee from the Promoter and the Allottee undertakes not to fix any grill having a design other than the standard design approved by the Promoter.

(xvii) Not to install a window air-conditioner within or outside the said Premises. Further, the allottee shall not install the air-conditioner or any part thereof in the canopy in the front façade facing open space.

(xviii) The Allottee shall not create any hardship, nuisance or annoyance to any other allottees in the Phase 1 Real Estate Project.

(xix) Not to do either by himself/herself/itself/themselves or through any other person anything which may or is likely to endanger or damage the Phase 1 Real Estate Project or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and/or the installations for providing facilities in the Phase 1 Real Estate Project including any electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate etc. or any common areas, facilities and amenities.

(xx) The Allottee is/are aware that alternate arrangements for water supply through tankers will be made for the Allottee's convenience. Expenses incurred for the same will be charged in the maintenance bill till the water connection is received. The water connection from the appropriate authority shall be subject to availability and the rules, regulations and bye laws of such appropriate authority and the Promoter shall not be held responsible for the same. Expenses incurred for the same will be charged in the maintenance bill till the water connection is received. The Allottee shall not raise any objection and or claims about the unavailability of supply of water from the appropriate authority and shall not raise any objection and/or claims regarding liability to bear and pay for alternate arrangements for water supply through tankers made for his/her/their convenience.

(xxi) The Promoter has given an inspection of the undertaking / affidavit given by the Promoter to the PMC in relation to the water supply to the Buildings. The Promoter has informed the Allottee of the extent of water supply to the Buildings and the Allottee has independently verified the same. The Allottee agrees that notwithstanding anything contained to the contrary elsewhere, in case the water supply to the Buildings is not in accordance with the sanctioned water supply and / or the same is inadequate, the Allottee shall bear the proportionate costs and expenses for procuring additional water from the PMC and / or any other agency and the Allottee shall not demand any amounts towards the same from the Promoter.

(xxii) The Allottee shall not object to, protest or obstruct in the execution of work and construction on the said Land as contemplated herein.

25. **The Allottee hereby represents and warrants to the Promoter as follows,-**

(i) He/she/it/they/is/are not prohibited from entering into this Agreement and/or to undertake the obligations, covenants etc. contained herein or enter into this Agreement and/or to undertake the obligations, covenants etc. contained herein;

(ii) He/she/it/they/has/have not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up or dissolved, as the case may be and the Allottee is financially capable to honor his/her obligations under this Agreement;

(iii) He / she / it / they is / are not convicted of any offence involving moral turpitude and / or sentenced to imprisonment for any offence not less than 6 (six) months;

(iv) No notice is received from the Government of India (either Central, State or Local) and / or from any other Government abroad for his / her / their / its involvement in any money laundering or any illegal activity and / or is declared to be a proclaimed offender and / or a warrant is issued against him / her / them;

(v) No execution or other similar process is issued and / or levied against him / her / them and / or against any of his / her / their / its assets and properties;

(vi) He / she / they has / have not compounded payment with his / her / their / its creditors;

(vii) He / she / it / they is / are not an undesirable element and will not cause nuisance and / or hindrances in the completion of the project and / or anytime thereafter and will not default in making payment of the amounts mentioned in this Agreement;

(viii) The Allottee/s is/are in a good financial position to pay the Sale Consideration and Other Charges, maintenance and outgoings without any delay or default and shall as and when called upon by the Promoter provide such security as may be required by the Promoter towards all payments due and payable from time to time from hereof.

26. In case the Allottee is a non-resident/ foreign national of Indian Origin, then in respect of all remittances, acquisitions/transfer of the said Premises, it shall be his/her/their/its sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management, 1999 or such statutory enactments or amendments thereof,

and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Allottee understands and agrees that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control laws and guidelines issued those issued by the Reserve Bank of India, the Allottee alone shall be liable for any action under the Foreign Exchange Management, 1999, or any other statutory modifications or re-enactments thereto and other applicable laws. The Allottee does hereby indemnify and keep the Promoter indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.

27. Notwithstanding what is agreed in this Agreement, in the event, the Allottee commits default or breach in observance and performance of any of the terms and conditions of this Agreement including without limitation to non-payment of entire Sale Consideration, Other Charges or maintenance, and outgoings, the Promoter shall have right to call upon the Allottee to cure such breach or default within such period as may be deemed fit by the Promoter, failing which the Promoter shall have right to take such action as may be advised in accordance with law including termination of this agreement.

28. It is expressly clarified and agreed by and between the Parties hereto that the Landowner / Co-promoter is signing this Agreement in their capacity as co-promoter in accordance with the terms of the Development Agreements. The Allottee/s has been appraised of the terms and conditions of the Development Agreements and the same shall be fully binding on the Allottee/s. Nothing contained herein shall dilute / change /modify the extent of the rights, obligations and entitlements of the Promoter and the Landowner inter-se as provided in the Development Agreements. The term Development Agreements in relation to this Agreement shall mean to include the Development Agreements as may be modified from time to time by and between the Parties thereto.

29. It is agreed that as and when the Promoter enters into agreements/ arrangements with any person, or otherwise the Promoter is in a position to provide all Utilities (as defined hereinafter) or any of them, then in that event the Allottee herein shall procure such Utilities only from the Promoter or any person as may be nominated by the Promoter in that behalf, as the case may be, and pay such amount as may be fixed by the Promoter or its nominee, to the Promoter or to its nominee, as the case may be. This term is the essence of this Agreement. For the purposes of this Clause, "**Utilities**" refers to gas, water, electricity, telephone, cable television, internet services and such other service of mass consumption as may be utilized by the Allottee on a day-to-day basis. It is further clarified that this Clause shall not be interpreted / construed to mean that the Promoter is obligated / liable to provide all or any of the Utilities whether or not the Promoter has entered into agreements / arrangements with any person, or otherwise the Promoter is in a position to provide all Utilities or any of them.

30. The Promoter shall maintain a separate account in respect of sums received from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Society or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

31. The Allottee/s hereby nominates the persons as set out in the **[●] Schedule** ("**the said Nominee**") as his / her / their / its nominee in respect of the said Premises. On the death of Allottee/s, the said Premises shall assume all the obligations of the Allottee/s under this Agreement or otherwise, and shall be liable and responsible to perform the same. The Allottee/s shall at any time hereafter be entitled to substitute the name of the said Nominee for the purposes herein mentioned. The Promoter shall only recognize the said Nominee or the nominee substituted by the Allottee/s (if such substitution has been intimated to the Promoter in writing) and deal with him/her/them in all matters pertaining to the said Premises. The heirs and legal representatives of the Allottee/s shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc., of and/or by the said Nominee. The Promoter shall at its discretion be entitled to insist on Probate / Succession Certificate/Letter of Administration and/or such other documents as the Promoter may deem fit, from such nominee. The nominee would be required to give an indemnity bond indemnifying the Promoter as may be necessary and required by the Promoter.

32. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or the Phase 1 Real Estate Project or the said Land and/or any buildings/towers/wings as may be constructed thereon, or any part thereof. The Allottee shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation

spaces, swimming pool, internal access roads and all other areas and spaces and lands will remain the property of the Promoter as hereinbefore mentioned until the Society Conveyance and the Apex Body Conveyance, as the case may be.

33. **Landowner and the Promoter shall not mortgage or create a charge:**
After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said Premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such said Premises. Provided however, that nothing shall affect the already subsisting mortgage/charge created over the said Premises as mentioned in Annexure [●] herein.

34. **Binding Effect:**
Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the Schedules and Annexes along with the payments as agreed herein, within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Office of the Sub-Registrar of Assurances as and when intimated by the Promoter.

35. **Entire Agreement:**
This Agreement, along with its Schedules and Annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes:

(i) Any and all understandings, any other agreements, booking form, Brochure, letter of acceptance, allotment letter, correspondences, arrangements, whether written or oral, if any, between the Parties in regard to the said Premises.

(ii) All Brochures/Leaflets/Pamphlets/ads/master plan/layout plan or any other document including photographs, images, designs, plans, specifications, layout, height, dimensions, facilities, vegetation, features and communication as contained therein, which are merely an artistic impression and imagination and may vary to actual project on site. The actual and physical features, amenities and facilities in the Building/s or the said Premises would be in accordance with plans and specifications approved by the authorities and as contained in this agreement.

36. **Right to Amend:**
This Agreement may only be amended through written consent of the Parties.

37. **Provisions of this Agreement applicable to Allottee/subsequent allottees:**
It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent allottees of the said Premises, in case of a transfer, as the said obligations go along with the said Premises, for all intents and purposes.

38. **Severability:**
If any provision of this Agreement shall be determined to be void or unenforceable under the RERA Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of this Agreement. shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the RERA 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.

39. **Method of calculation of proportionate share:**
Wherever in this Agreement it is stipulated that the Allottee/s has/have to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the other premises//areas/spaces in the Phase 1 Real Estate Project.

40. **Further Assurances:**
Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically

provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

41. **Waiver:**
No forbearance, indulgence or relaxation or inaction by either Party at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice the rights of such Party to require performance of that provision and any waiver or acquiescence by such Party of any breach of any of the provisions of these presents by the other Party shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

42. **Place of Execution:**
The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's office and by the Landowner through their authorized representative / constituted attorney, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Pune, after the Agreement is duly executed by the Allottee and the Landowner and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Pune.

43. The Allottee and/or Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoter will attend such office and admit execution thereof.

44. All notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Courier or Registered Post A.D or notified Email ID/Under Certificate of Posting at their respective addresses specified below:

_____ Name of the Allottee
_____ (the Allottee's Address)
Notified Email ID: _____

M/s. _____ Promoter Name
_____ (Promoter Address)
Notified Email ID: _____

M/s. _____ Landowner Name
_____ (Landowner Address)
Notified Email ID: _____

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

45. **Joint Allottees:**
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 to consider as properly served on all the Allottees.

46. **Stamp Duty and Registration Charges:**
The charges towards stamp duty fees and registration charges of this Agreement and all out of pocket costs, charges and expenses on all documents for sale and/or transfer of the said Premises and the said Car Parking Space/s shall be borne by the Allottee alone. The Allottee/s and/or the Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoter or its Authorized Representative will attend such office and admit execution thereof.

47. **Dispute Resolution:**

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

48. **Governing Law:**
This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in Pune, and the Courts of Law in Pune will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

49. **Permanent Account Numbers:**
Details of the Permanent Account Numbers of the Promoter and Allottee are set out below,-

SUPREME PALATIAL DEVELOPERS LLP	
ALLOTTEE	
M/S. SUKHWANI REALTY	

50. **Construction of this Agreement:**
Any reference to any statute or statutory provision shall include,-

(i) all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and

(ii) any amendment, modification, re-enactment, substitution or consolidation thereof (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment, substitution or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted, substituted or consolidated) which the provision referred to has directly or indirectly replaced;

(iii) Any reference to the singular shall include the plural and vice-versa;

(iv) Any references to the masculine, the feminine and/or the neuter shall include each other;

(v) The Schedules and Annexes form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it;

(vi) References to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;

(vii) Each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;

(viii) References to a person (or to a word importing a person) shall be construed so as to include:

- An individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality/separate legal entity); and
- That person's successors in title and assigns or transferees permitted in accordance with the terms of this Agreement.

(ix) where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at _____ (city/town name) in the presence of attesting witness, signing as such on the day first above written.

[**Schedules and Annexures are to be inserted**]

THE FIRST SCHEDULE ABOVE REFERRED TO
(Description of the said Larger Land)

All those pieces or parcels of the following lands admeasuring in the aggregate 23,500 square meters, all situate, lying and being at Village Baner, Taluka Haveli and District Pune and within the limits of Pune Municipal Corporation and within the jurisdiction of the Sub Registrar Haveli No. 1 to 27, Pune:

Sr. no.	Land details	Area (in square meters)
a)	All those following pieces or parcels of lands comprising of following: (iii) Survey no. 19/3+21/1+21/2+21/4/Plot A (OLD) 19/21 A (New) (iv) Survey no. 19/3+21/1+21/2+21/4/Plot C (OLD) 19/21 C	 18,135.65 285.78
b)	All those following pieces or parcels of lands comprising of following: (i) Plot B out of the sanctioned layout of Survey no.19/1A/13 (old Survey No. 19/1+19/4+19/5+30/1(part)+30/1/13) admeasuring 578.57 square meters, (ii) Survey No. 21 Hissa No. 3 admeasuring 00 Hectare 13 Ares = = 1,300 square meters, (iii) Survey No. 21 Hissa No. 5 admeasuring 00 Hectare 32 Ares = = 3,200 square meters	5,078.57
	Total	**23,500**

Boundaries:

On or towards the East: By Survey Nos. 22 and 20
On or towards the South: By 24 wide metre D.P Road
On or towards the West: By Survey No. 30
On or towards the North: By 9 wide metre D.P. Road

THE SECOND SCHEDULE ABOVE REFERRED TO:

Part A

(Description of the said First Land)

An ascertained and demarcated area admeasuring in the aggregate 18,421.43 square meters out of the Larger Land and identified in the layout sanctioned by the Pune Municipal Corporation on, vide Commencement Certificate bearing no. CC/3369/11 dated 23/12/2011, CC/0146/2013 dated 15/04/2013 and CC/1523/2014 dated16/08/2014 as Survey no.19/3+21/1+21/2+21/4/Plot A admeasuring 18,135.65 square meters (including Recreation Ground admeasuring 1,900 square meters, internal road admeasuring 2,076.58 square meters, amenity space admeasuring 2,850 square meters and MSEB transformer area admeasuring 50 square meters) and Survey no.19/3+21/1+21/2+21/4/Plot C admeasuring 285.78 square meters and bounded as under:

On or towards the East: By
On or towards the South: By
On or towards the West: By
On or towards the North: By

Part B

(Description of the said Second Land)

An ascertained and demarcated area admeasuring 5,078.57 square meters out of the Larger Land and bounded as under:

On or towards the East: By
On or towards the South: By
On or towards the West: By
On or towards the North: By

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Common areas, facilities and amenities in the Phase 1 Real Estate Project that may be usable by the Allottee)

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Common areas, facilities and amenities in the Whole Project that may be usable by the Allottee)

THE FIFTH SCHEDULE ABOVE REFERRED TO:
(Meaning of the Terms and Expressions)

Sr. No.	Terms and Expressions	Meaning
1.	The said Premises	Flat No. «Flat_No» admeasuring about _____ square metres equivalent to approximately ____ square feet carpet area as per RERA Act on the **«Floor»**floor (i.e. «Habitable_Floor» habitable floor including the Girder / Mechanical / Service / Refuge floor level / Parking Lobby, Amenity Levels) of the said Building.
2.	The said Car Parking Slot	One car parking in stack/ mechanical/ Robotic / tandem/ puzzle in ___ lower parking/ upper parking/ first parking_____
3.	The Sale Consideration	Rs. «Sale_Price_Rs»/- (Rupees «Sale_Price_in_words»)
4.	Name of the Account for payment of Sale Consideration	[●] Account No. [●]
5.	Possession Date	[●]
6.	Name, address and email of the Allottee/s for the purposes of this Agreement	[●]
7.	Name, address and email of the Promoter for the purposes of this Agreement	**SUPREME PALATIAL DEVELOPERS LLP** 401, Supreme Square, Fourth Floor, DP Road, Aundh, Pune 411 007 Email: [●]
8.	Permanent Account Number	The Promoter's PAN: ADAFS0948L The Landowner's PAN: ABXFS4900M Allottee/s PAN: [●]
9.	Architects for the development of the said Land	[●]
10.	RCC Consultants	[●]

THE SIXTH SCHEDULE ABOVE REFERRED TO:
(Internal fixtures and fittings proposed to be provided in the said Premises)

THE SEVENTH SCHEDULE ABOVE REFERRED TO
(being the amounts to be paid by the Allottee/s in accordance with this Agreement)

THE EIGHTH SCHEDULE ABOVE REFERRED TO
(being the amounts to be paid by the Allottee/s in accordance with this Agreement)

SIGNED AND DELIVERED BY THE WITHINNAMED

Promoter

Please affix Photograph and sign across the photograph

_____

(Authorized Signatory)

In the presence of WITNESSES:

1. Name: _____
   Signature: _____
2. Name: _____
   Signature: _____

SIGNED AND DELIVERED BY THE WITHINNAMED

Allottee: (including joint buyers)

Please affix Photograph and sign across the photograph

Please affix Photograph and sign across the photograph

(1) _____

(2) _____

At_____ on _____

In the presence of WITNESSES:

1. Name: _____
   Signature: _____
2. Name: _____
   Signature: _____

SIGNED AND DELIVERED BY THE WITHINNAMED

Landowner

Please affix Photograph and sign across the photograph

_____

(Authorized Signatory)

In the presence of WITNESSES:

1. Name: _____
   Signature: _____
2. Name: _____
   Signature: _____

Note – Execution clauses to be finalized in individual cases having regard to the constitution of the parties to the Agreement.

R E C E I P T

RECEIVED of and from the Allottee above named the sum of Rs. _____/- (Rupees _____ only) as part payment towards the Sale Consideration under this Agreement.

WE SAY RECEIVED

For **SUPREME PALATIAL DEVELOPERS LLP**

(_____)

Authorized Signatory

Witnesses: