

AGREEMENT FOR SALE

Agreement For Sale made at Vasai this _____ day of _____, in the year Two Thousand and _____;

BETWEEN

MansarovarLifespaces LLP, a limited liability partnership, constituted under the Limited Liability Partnership Act, 2008, having its registered office at 3rd floor, office no. 301, Varun Building, Guru Nanak Nagar, Village Navghar, Vasai Road (West), Palghar – 401202, represented herein by its duly authorized partner **Mr. Deepak B. Vora** And **Mr. Pritesh Dilip Jain**, hereinafter referred to as “**Promoter**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the partners or partner for the time being of the said firm, the survivors and survivor of them and heirs, executors and administrators of last such survivors and/or survivor) of the **First Part**;

AND

Style Evershine Builders Private Limited, a company registered under the Companies Act, 1956, and existing under the Companies Act, 2013, having its registered office at 215, VeenaBeena Shopping Centre, Second Floor, Opp. Bandra Station, Bandra (West), Mumbai 400 050, hereinafter referred to as the “**Owner**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **Second Part**,

AND

MRS. GAYATRI SHASHI SARODE and MR. SHASHI SUDHAKAR SARODE Indian Inhabitant having his/her/their/its address at **A-102/103, Parmanand, Ambadi road, Behind Ashok Nagar, Vasai Road West, Bassein Road, Palghar(Thane), Maharashtra, 401202..** represented here in by its duly authorized trustees, hereinafter referred to as the “**Allottee/s**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, in the case of individual or individuals, his/her/their respective heirs, legal representatives, executors, administrators, successors and permitted assigns) of the **Third Part**.

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

WHEREAS:

(i). The Owner is seized and possessed of or otherwise well and sufficiently entitled to the land, bearing Survey No. 66 Hissa No. 3, admeasuring approximately 01 Hector 25 Are 90 Prati, that is, approximately 12,590 square metres, situate at Village Diwanman, Taluka Vasai, District Palghar, shown surrounded by red coloured boundary line on the sanctioned Lay-out Plan hereto annexed and marked **Annexure ‘A’**, more particularly described in the **First Schedule** hereunder written (hereinafter referred to as **“Project Land”**). Photocopy of the 7/12 extracts issued in respect of the Project Land are annexed hereto and marked **Annexure ‘B’**;

(ii). Other than the following reservations, the Land is not affected by any reservation or acquisition for any public purposes, or otherwise, that is: (a) the part of the Land, admeasuring 359.18 square meter wide Development Plan road (hereinafter referred to as the **“D. P. Road”**) shown hatched in GREEN on the plan annexed hereto at **Annexure ‘A’**; and, (b) the part of the Land, admeasuring approximately 623.45 square meters, shown hatched in BLUE on the plan annexed hereto at **Annexure ‘A’**, reserved/earmarked under the approved Development Plan, for a playground (hereinafter collectively referred to as the **“Reservations”**).

(iii). By and under a Joint Development Agreement dated 31st March, 2022 made by and between the Owner as Evershine/Owner of the One Part and the Promoter as Developer of the Other Part, registered in the Office of the Joint Sub-Registrar of Assurances at Vasai-1, vide Serial no. Vasai-1/4140 of 2022 (herein after referred to as the **“Joint Development Agreement”**), the Owner and the Promoter have agreed to jointly develop the Project Land, upon and subject to the terms, conditions and provisions recorded and contained therein.

(iv). The Owner is in possession of the Project Land and has granted a license to the Promoter to enter upon the Project Land for the purpose of developing the Project Land as contemplated by the Joint Development Agreement;

(v). The VVCMC had earlier granted Commencement Certificate bearing No. VVCMC/TP/CC/VP-4152/372/2020-21, dated 18/11/2021 And further now received Revised commencement certificate and development permission bearing No. VVCMC/TP/RDP/VP-4152/442/2022-23, dated 19/12/2022 for the proposed Layout of Residential Building and Commercial Buildings on the Project Land on the terms and conditions mentioned therein:

Sr. No.	Predominant Building	Building No./Wings	No. of Floors	No. of shops/ Office	No. of flats	Built -up area in in Sq. Meters
1.	Commercial Building	1.	Gr+4 (Part)	06 Shops 08 Office	-----	1907.67
2.	Residential Building	2.	Stilt+21(Pt)	-----	121	10819.75
3.	Residential Building	3, Wing A	Stilt+22	-----	173	10125.16
4.	Residential Building	3, Wing B	Stilt+22	-----	173	10001.69
5.	Residential Building	3, Wing C	Stilt+22	-----	173	10810.41
6.	Residential Building (MHADA)	4	Stilt+14	-----	55	3371.49
7.	Club House (in RG-1)	-----	Stilt+2PT	-----	-----	135.11
Total sanctioned FSI (area in Square Meters)						47171.28

(herein after referred to as the **“Project Building”**)

(vi). The Promoter, in accordance with the Joint Development Agreement has proposed to construct on the Project Land, the Project Building together with the Common Areas & Amenities there on, by utilization of the Aggregate Development Potential, in two phases, that is: (I) Phase I would comprise the development and construction of Building No.1 (Commercial), Building No. 2, Building No. 3A, Building No. 3B and Building No. 3C of the Project Building (herein after referred to as “**Phase 1**”) and (II) Phase II would comprise the development and construction of Building No. 4 of the Project Building which would comprise the development and construction of MHADA’s Premises to be handed over to MHADA by utilization of FSI of approximately 3371.49 square meters out of the Aggregate Development Potential (hereinafter referred to as “**Phase 2**”). The development of Phase 1 and Phase 2 together with the Common Amenities & Facilities are hereinafter referred to as the “Entire Project”,

(vii). The Promoter in accordance with the Joint Development Agreement is entitled to sell and allot the Promoter’s Premises and Promoter’s Car-parking Spaces, on an “*ownership basis*” under the applicable provisions, from time to time, of the Ownership Act, and/or the grant of leases, tenancies, licenses, and/or any other alienation or dispose of such Promoter’s Premises and Promoter’s Car-parking Spaces, as the Promoter deems fit, and form and register the Organization/s comprising of the allottees of all Saleable Premises and transfer of the developed Lands to such Organization/s.

(viii). The development and construction of Building No.1 (Commercial), Building No. 2, Building No. 3A, Building No. 3B and Building No. 3C of the Project Building in Phase 1 together with the limited common areas and amenities attributable there to on the Project Land is herein after referred to as “**Project**”.

(ix). The Allottee/s is offered an Apartment/Flat No. **1104** of RERA carpet area admeasuring approximately **37.64** square meters **RERA** Carpet Area, that is, approximately **405** square feet RERA Carpet Area* (**exclusive of N.A.** square meters viz. **N.A.** square feet **balcony**) on **11th** floor in the building **3A** (here in after referred to as the “**Apartment**”) of the Project Building being constructed in the said Project.

(x). The Promoter has entered into a standard Agreement with the Project Architect registered with the Council of Architects (i.e. MR. SANJAY NARANG) and such agreement is as per the Agreement prescribed by the Council of Architect.

(xi). The Promoter has registered the Project under the provisions of RERA with the Real Estate Regulatory Authority at **P99000047167**; authenticated copy is annexed herewith as **Annexure ‘C-1’**

(xii). The Promoter has appointed a structural engineer (i.e. ANKUSH MOHILE) for the preparation of the structural design and drawings of the Project Building and the Promoter accepts the professional supervision of the Project Architect and the structural Engineer till the completion of the Project Building.

(xiii). The Allottee/s has/have demanded from the Promoter, and the Promoter has given to the Allottee/s, an inspection of the documents and records relating to the Project Land, and the Project, as well as all other documents specified under RERA including Approvals, Sanctions and Permissions, the current Sanctioned Plans, Building Plans, Development Permission and Commencement Certificates as required to be disclosed. The Allottee/s has/have satisfied himself/herself/themselves/itself in respect thereof, including the title of the Promoter and the Owners to the Project Land (including the right to develop the same). Neither the Owners nor the Promoter shall be

obliged to provide, and the Allottee/s is/are not entitled to require, any further investigation in respect of the Owners' title to the Project Land and the Promoter's right to develop the Project Land, and no further objection and/or requisition shall be raised by the Allottee/s in respect thereof.

(xiv). The authenticated copies of Legal Report on Title issued by the advocate of the Promoter (i.e. M/S M.T. Miskita & Co.) and authenticated copies of relevant revenue record showing nature of the title of the Owner to the Project Land on which the apartments are constructed or are to be constructed have been annexed at **Annexure 'C-2'**

(xv). The authenticated copies of the plans of the Layout as approved by VVCMC have been annexed at Annexure **'C-3'**

(xvi). The authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee as approved by VVCMC have been annexed at Annexure **'C-4'**.

(xvii). The authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the Project Buildings and Common Areas & Amenities are proposed to be provided for on the said Entire Project have been annexed at Annexure **'C-5'**;

(xviii). The Promoter has got some of the approvals from the VVCMC to the plans, the specifications, elevations, sections and of the Project Building and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Project Building.

(xix). While sanctioning the said plans the VVCMC has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Project Land and the Project Building and upon due observance and performance of which only the completion or occupancy certificate in respect of the Project Building shall be granted by the VVCMC.

(xx). The Promoter has accordingly commenced construction of the Project Building in accordance with the said proposed plans

(xxi). The Allottee/s has/have approached, and applied to, the Promoter for allotment to the Allottee/s, of the Apartment in the Project Building, in Phase 1. The RERA carpet area of the said Apartment is admeasuring approximately **37.64** square meters **RERA Carpet Area**, that is, approximately **405** square feet **RERA Carpet Area* (exclusive of N.A. square meters viz. N.A. square feet balcony)** and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment, as may be amended and modified by RERA.

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

(xxiii). Prior to the execution of these presents the Allottee has paid to the Promoter a sum of **Rs. 6,73,219/- (Rupees Six Lakh Seventy Three Thousand Two Hundred Nineteen only)**, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both here by admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing

(xxiv). Under the provisions of Ownership, the Parties are required to execute an Agreement for Sale, being this Agreement, and to register the same under the provisions of the Indian Registration Act, 1908.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

ARTICLE 1 - DEFINITIONS & INTERPRETATION

1.1 Definitions

“Act” means the Maharashtra Co-operative Societies, Act, 1960.

“Aggregate Development Potential” means and include FSI of 4,71,293 square feet Built-up Area for utilization in the construction of the Project Building on Project Land; including base FSI, Premiums FSI, ancillary FSI, TDR, or any other FSI generated from time to time.

“Aggregate Payments” means all amounts, charges, deposits, interest, damages, liabilities, contributions including fund contributions and corpus, etc., including the Purchase Price, Interest, Liquidated Damages, Other Charges & Deposits, and Taxes payable, agreed to be paid, and/or required to be paid by the Allottee/s herein and in relation to, and/or in pursuance of, the agreement for allotment and sale herein;

“Agreement” means this Agreement, including all recitals and schedules herein and all annexures here to, and also includes any modification hereof, reduced to writing and executed by the duly authorized representative/s of the Promoter and by the Allottee/s; which writing shall be expressed to be supplemental to, or as a modification or amendment of, this Agreement.

“Allottee/s Event of Default” includes the occurrence of all or any of the following events:

- (a). the Allottee/s committing any breach or default of, or not being in observance, performance, or compliance with any of the terms, conditions, covenants, undertakings, representations and/or warranties contained in this Agreement, and/or as given by him/her/them/it under this Agreement, and/or of any Approvals and/or Applicable Law, etc.; and/or,
- (b). the Allottee/s being convicted of any offense involving moral turpitude; and/or,
- (c). execution, or other similar process, being issued and/or levied against the Allottee/s, and/or any of the Allottee/s assets and properties;
- (d). the Allottee/s receiving any notice from Governmental Authority, and/or any foreign state or government, and/or any authorities of any foreign state or government, under any laws, rules, or regulations, and/or

the Allottee/s involvement in any money laundering and/or illegal activity/ies, and/or being declared to be proclaimed offender and/or a warrant being issued against him/her/them/it under any laws, rules, or regulations;

“Anti-Corruption Laws” shall mean any law relating to anti-bribery or anti-corruption of any jurisdiction where the Allottee resides and/or performs any business, including the Indian Prevention of Corruption Act, Central Act No.49\1988, as amended from time to time.

“Applicable Laws” shall include all applicable statutes, enactments or acts of any legislative body in India, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Governmental Authority as may be applicable; and shall include, without limitation, Anti-corruption Laws, Money Laundering Laws, FEMA, the Foreigners Act, 1946, the Income Tax Act, 1961, the Black Money (Undisclosed Foreign Income And Assets) And Imposition of Tax Act, 2015, and the Prohibition of Benami Property Transactions Act, 1988.

“Approvals” includes all approvals, permissions, sanctions, licenses, and no objection certificates/letters, by whatever name called, obtained, in the process of being obtained, and to be obtained, under Applicable Law, as the Promoter may consider necessary and expedient, and/or as required by any Governmental Authority, inter alia, in relation to the development of the Project, and/or, inter alia, in relation to the Project Land, or any part thereof, and includes specifically: (1) the Plans sanctioned in respect of the Project, (2) the Commencement Certificate issued by the VVCMC in respect of the Project, together with all further Commencement Certificate/s and other approvals, permissions, sanctions, licenses, no objection letters/certificates, and together with renewals, extensions, revisions, amendments and modifications thereof, from time to time, as the Promoter may consider necessary and expedient, in its discretion, and/or as required by the VVCMC and/or MHADA, and/or any Governmental Authorities.

“Booking Amount” means the earnest money/deposit paid to the Promoter on or before the execution hereof.

“Parking Space/s” means mechanical parking space/s in the Project. The Promoter shall be entitled in its discretion as it deems fit to allocate and distribute all the Promoter’s Car-parking Spaces in respect of the Project amongst any of the Promoter’s Premises.

“Carpet Area” means the proposed carpet area of the Apartment stated in the Statement annexed hereto at **Annexure ‘D’**, and shall have the meaning as ascribed to in Recital (xxi); which Carpet Area, the Allottee/s accepts, may: (i) vary on account of change in layout/plans, and/or (ii) vary, on physical measurement (prior to finishing) upon construction completion, to the extent of (+/-)three per-cent (+/-3%) due to construction variance/tolerance, including on account of plastering, tiling, skirting, ducts, ledges, structural members, etc.

“Common Amenities & Facilities” means the areas, amenities and facilities to be developed upon and within the Project Land as a part of the Project, which are intended for the common use of, *inter alia*, all allottees, purchasers, owners and occupiers of Premises in the Entire Project are, more particularly described in Part A of the Statement annexed hereto and marked **Annexure ‘C-5’**.

“Confidential Information” includes all information imparted by the Promoter to the Allottee/s, and obtained by the Allottee/s under, and/or in connection with this Agreement on, before, or after, the date of execution of this Agreement, relating to the Project Land and/or the Project, and/or current or projected plans or affairs of the Promoter, or Promoter Affiliates, including: (i) this Agreement and the terms hereof, (ii) all documents, records, writings, Plans, Approvals, the Informative Materials, etc., product information and unpublished information related thereto, and any other commercial, financial or technical information relating to the Project Land, and/or the Project, or any part/s thereof, and (iii) the existence of any discussions, or negotiations, any proposal of business terms, and any due diligence materials, and other transaction documents, in each case to the extent relating to the transaction contemplated under this Agreement.

“Construction Defects” means defects in the materials used in the construction of the Project Building which would result in the failure of a component part thereof or result in damage there to; and shall always exclude wear and tear, loss or damage due to a Force Majeure Event, misuse, unauthorized or non-permitted alterations, renovations or repairs and loss or damage caused by any willful act or negligence.

“Corpus Fund” shall mean the fund constituted or to be constituted for the maintenance of the Project, the Project Building, towards the Common Areas & Amenities, shall be the amount stated in Article 6.16.7. below, here to payable to the Promoter.

“D.C. Regulations” means the Unified Development Control And Promotion Regulations, 2020, and any amendments or modifications thereof, from time to time, and any government resolutions, orders, guidelines, notices, notifications, clarifications, or directions, issued under, or in pursuance thereof.

“Date of Offer of Possession” means the date of the written communication to be addressed by the Promoter to the Allottee/s, under which the Promoter shall offer possession of the Apartment, in terms of Article (6); which is currently estimated, by the Promoter, to be the date as stated in **Annexure ‘D’** hereto, subject always to: (1) an automatic grace period of six (6) months thereafter, and (2) Force Majeure Event.

“DR” means development rights.

“DRC” means a Development Rights Certificate.

“FAR” or “FSI” means floor area ratio/floor space index based on which Aggregate Development Potential is determined.

“FEMA” shall mean the Foreign Exchange Management Act, 1999, the rules there under, the Exchange Control Regulations of the Reserve Bank of India, and all notifications, circulars, FAQs, directives, notifications and orders there under as amended from time to time.

“Financial Year” means a financial year as stipulated by Income Tax Act, 1961 and the Companies Act, 2013, presently being from 1st April of a calendar year and ending on 31st March of the immediately succeeding calendar year.

“Governmental Authority” shall include, without any limitation, any federal, central, or state government, any ministry or department or functionary of the same, any semi-governmental authority, agency or instrumentality of any government, regulatory authorities, other statutory bodies; any appellate authority, court, tribunal or judicial or quasi-judicial bodies and any local or other authority exercising powers conferred by Applicable Laws.

“Government Official” shall mean: (a) an officer, employee, agent, or any person acting in an official capacity for or on behalf of a Governmental, Authority including its departments, agencies, instrumentalities, quasi- or partially-government owned or controlled entities, or recently privatized government entities; (b) an officer or employee of an international organization (e.g., World Bank, United Nations, Japan Bank for International Cooperation or International Monetary Fund); or (c) an officer or employee of a political party or any party official, or a candidate for political office.

“Holding Charges” means the separate/independent pre-estimated and fixed charges in addition to (and not in substitution of) Interest, calculated at the rate of **Rs. 25/-** per square foot of the RERA Carpet Area of the Apartment, per month.

“Indemnified Parties” shall mean the Owner/Promoter and Promoter Affiliates, and their respective directors, partners, shareholders, constituents, representatives, officers, employees, servants, agents, and all persons claiming under them, and their respective successors and assigns.

“Informative Materials” means all advertisements, publicity, or promotions, of whatsoever nature in respect of the Project Land, and/or the Project Building and/or the Project, in any media, including print, and/or electronic, and/or digital media, and includes writings, brochures, leaflets, pamphlets, handouts, presentations, advertisements, oral or written representations, made and/or published, and/or generated by, or on behalf of, the Promoter, and any other such information or materials as may be made, or published by, or on behalf of the Promoter; and includes publicity reports.

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

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

“Liquidated Damages” means the pre-estimated liquidated damages payable by the Allottee/s, which shall be equivalent to five per-cent (5%) of the Purchase Price, together with the brokerage/commission paid to estate agent/s in relation

to the allotment of the Apartment, which the Parties mutually consider to be reasonable and not as a penalty.

“Money Laundering Laws” shall mean all money laundering-related laws of any jurisdictions where the Allottee resides and/or conducts business and/or owns assets, and any related or similar Law issued, administered or enforced by any Governmental Authority; and includes the Prevention of Money Laundering Act, 2002.

“Organisation” shall mean a co-operative society under the Maharashtra Co-operative Societies Act 1960, and/or any other entity, organisation, association, or body, referred to in, or permitted under, RERA to be formed in respect of the allottees and purchasers of Premises in the buildings comprised in Phase 1 of Project Building

“Other Charges & Deposits” shall mean the charges and deposits referred to and stated in clause 6.15 to 6.17 herein, which are based on the Carpet Area, and any of which may, as determined by the Promoter, in its discretion, be calculated, or based, on the Carpet Area of the Apartment, or as a fixed or lump sum charge, or otherwise on any other basis.

“Ownership Act” means, collectively, Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 and RERA.

“Parties” means the Promoter and the Allottee/s and the term “Party” shall be construed accordingly.

“Plans” means the plans, drawings and layout as currently approved and sanctioned by the VVCMC and concerned Governmental Authorities in respect of the Project, and includes plans drawings and layouts as may, from time to time, be submitted by the Promoter in its discretion, in respect of the Project and/or parts thereof, and/or as may be sanctioned and approved from time to time; together with any amendments, alterations, modifications, additions, extensions, renewals, etc. in respect thereof as the Promoter may consider necessary and expedient, in its discretion, and/or as required by any Governmental Authority

“Project Architect” means any architect/s, registered with the council of architects, that have been appointed, from time to time, by the Promoter, in relation to the Entire Project.

“Project Completion” mean the full completion, as determined by the Promoter in its discretion, of the Project and includes the: (1) completion of the entire construction of the Project Building together with the Common Areas & Amenities, (2) receipt of all Approvals contemplated by the Promoter in respect of the Project, (3) receipt of the Occupation Certificate in respect of the Project, (4) delivery of possession of all of the Promoter’s Premises and Promoter’s Car-parking Spaces, to any persons or parties of the Promoter’s choice. The Promoter estimates the date of Project Completion to be **01st May 2029**, subject to Force Majeure Event and in normal circumstances; provided always that the Promoter shall always be entitled to complete the Project on an earlier date as it deems fit in its discretion.

“Promoter Affiliates” means any company/ies, entity/ies, concern/s or person/s who/which is/are nominee/s of, and/or group, holding, or affiliate, or subsidiary company/ies, entity/ies, or concern/s, of the Promoter, and/or associated, or affiliated, with the Promoter by contract, or otherwise.

“Promoter’s Areas” means the entire Aggregate Development Potential owned and held by the Promoter under and in terms of the said Agreements save and except the Aggregate Development Potential to be utilized in the construction of the MHADA Building.

“Promoter’s Bank Account/s” means the bank account/s as may be designated and operated from time to time by the Promoter for payment and deposit by the Allottee/s of the Aggregate Payments, or any part/s thereof.

“Promoter’s Car-parking Spaces” means the parking spaces constructed by the Promoter in the Project, by utilizing the Promoter’s Area, which are absolutely and exclusively owned and held by the Promoter under and in terms of the said Agreements.

“Promoter’s Premises” means the proposed residential flats and/or commercial units to be constructed by the Promoter in the Project, by utilizing the Promoter’s Area, which are absolutely and exclusively owned and held by the Promoter under and in terms of the said Agreements.

“Purchase Price” means the purchase price and consideration payable by the Allottee/s, as stated in **Annexure ‘D’** hereto.

“RERA” means the Real Estate (Regulation and Development) Act, 2016, and the rules made there under, in force from time to time.

“said Agreements” shall mean the Joint Development Agreement, and any other agreements, correspondence, writings etc. executed and/or exchanged by and between the Owner and the Promoter and signed by them, which in any manner amend, alter, modify, extend, clarify, confirm, or otherwise deal with, the Joint Development Agreement and/or any terms, conditions or provisions thereof and/or in respect of the Project, and/or the development of the Project Land.

“Taxes” means all present, future, and enhanced taxes, GST, imposts, dues, duties, impositions, fines, penalties, etc, by whatever name called, imposed/levied under any Applicable Law, and/or by Governmental Authorities, attributable to, and/or in relation to, and/or arising from, and/or imposed or levied upon, the agreement for allotment and sale herein, and/or the Apartment, and/or the Car-parking Space/s, and/or this Agreement, and/or upon the Purchase Price and/or any or all of the other Aggregate Payments referred herein, by the Allottee/s in terms of this Agreement, and/or in respect of the documents and writings to be executed in their favour, as contemplated herein, and/or otherwise; and includes goods and services tax, education tax/cess/charges, local body tax, property rates and taxes and cesses, stamp duty and registration charges, and any other taxes, imposts, impositions, levies, or charges, in the nature of indirect tax, or in relation thereto, that is/are imposed or levied by any Governmental Authority.

“TDR” means transferable development rights.

“TDS” means tax deducted at source, under the Income Tax Act, 1961.

“TDS Certificate” means a certificate evidencing payment of TDS, presently in Form 16B under the Income Tax Act, 1961.

- 1.2 The recitals, schedules and annexures in and to this Agreement form an integral part of this Agreement, and in the interpretation of this Agreement and in all matters relating to the agreement herein, this Agreement shall be read and construed in its entirety.

- 1.3 In this Agreement:
- 1.3.1 unless the subject or context otherwise requires, reference to the word “*include*”, “*includes*” or “*including*” shall be construed as without limitation;
- 1.3.2 reference to the terms “*herein*”, “*hereto*”, “*hereof*”, or “*thereof*”, and any other similar terms refer to this Agreement and not to the particular provision in which the term is used, unless the subject or context otherwise requires;
- 1.3.3 reference to any one gender, masculine, feminine, or neutral, includes the other two, and the singular includes the plural and vice versa, unless the subject or context otherwise requires;
- 1.3.4 reference to an “*amendment*” includes a supplement, modification, novation, replacement, or re-enactment, and the term “*amended*” is to be construed accordingly unless the subject or context otherwise requires;
- 1.3.5 bold typeface, headings and titles are used for convenience of reference only and shall not affect the construction of this Agreement, and/or limit, extend, or define any of the terms, conditions and provisions hereof;
- 1.3.6 when any number of days is prescribed in any document, the same shall be reckoned exclusively of the first and inclusively of the last day;
- 1.3.7 wherever the Allottee/s has confirmed, and/or accepted, and/or acknowledged, and/or agreed to, and/or given any undertaking in respect of, any act, deed, matter, thing, item, action, or term or provision of this Agreement, the same means, and shall be deemed to mean, the irrevocable and unconditional confirmation, acceptance, acknowledgement, agreement, undertaking, declaration, representation and warranty on the part of the Allottee/s, in respect of, and/or in relation, to such act, deed, matter, thing, item, action, or provision;
- 1.3.8 wherever reference is made to the “*discretion of the Promoter*”, or “*Promoter’s discretion*”, and any grammatical variations thereof, the same means, and shall be deemed to mean, the sole, absolute and unfettered discretion of the Promoter, which irrevocably binds the Allottee/s and all other concerned persons, and which shall not be called into question, and/or challenged, and/or disputed in any manner, on any grounds whatsoever, by the Allottee/s and all concerned persons.
- 1.3.9 wherever reference is made to the “*entitlement*” of the Promoter, and/or the Promoter being “*entitled*”, and any grammatical variations thereof, the same means, and shall be deemed to mean, the full complete, absolute, exclusive and unfettered entitlement and liberty of the Promoter in its sole discretion, over, and/or in relation, to the act, deed, matter, or thing in question.
- 1.3.10 Time is of the essence in respect of the performance by the Promoter as well as the Allottee/s of all his/her/their/its obligations, including financial obligations. If any time period specified herein is extended in writing by the Promoter in its discretion, such extended time period shall also be of the essence. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the Common Amenities & Facilities to the Organisation after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other

obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 2.3 herein below. (“Payment Plan”)

1.3.11 all Aggregate Payments shall be paid by the Allottee/s on or before the due dates for payment thereof, and/or as demanded by the Promoter, without any delay, demur, default, dispute, or deduction, whatsoever.

1.3.12 references to recitals, articles, clauses, schedules and annexures shall be reference to the recitals, articles, clauses, schedules and annexures contained in, or annexed to, this Agreement, as the case may be;

1.3.13 references to laws, rules or regulations, or to any provision/s thereof, shall include references to any such law, rules and regulations as they may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation, including rules or regulations, made from time to time under that provision;

ARTICLE 2 - ALLOTMENT & SALE

2.1 The Allottee/s hereby agree/s to purchase from the Promoter and the Promoter hereby agree/s to allot and sell to the Allottee/s, on what is commonly known as “ownership basis” in terms of the Ownership Act, the Apartment, that is, Apartment No. **1104** of RERA carpet area admeasuring approximately **37.64** square meters **RERA** Carpet Area, that is, approximately **405** square feet RERA Carpet Area* (**exclusive of N.A.** square meters viz. **N.A.** square feet **balcony**) **11th** floor in the building **3A** as shown in the Floor plan there of hereto annexed and marked **Annexure ‘C-3’** for the consideration of **Rs. 44,23,219/- (Rupees Fourty Four Lakh Twenty Three Thousand Two Hundred Nineteen Only)** including the proportionate price of the Common Areas & Amenities appurtenant to the Apartment, the nature, extent and description of the Common Areas & Amenities more particularly described in Part A of the Statement annexed hereto and marked Annexure ‘C-5’. The aforesaid allotment and sale is subject to and upon the terms, conditions and provisions hereof, including payment by the Allottee/s of the Aggregate Payments.

2.2 The total aggregate consideration amount for the apartment is **Rs. 44,23,219/- (Rupees Fourty Four Lakh Twenty Three Thousand Two Hundred Nineteen Only)** (hereinafter referred to as “**Total Consideration**”). The installments of the Total Consideration shall be made within fifteen (15) days from the date of a written demand being made by the Promoter, as directed by it. All payments shall be made by cheques, and/or pay orders, and/or demand drafts drawn in favour of the Promoter or if directed by the Promoter, in its discretion, by direct bank transfer/RTGS deposited by the Allottee/s in the Promoter’s Bank Account, along with the applicable Taxes thereon, and shall be subject to deduction of applicable TDS. As per the Income Tax Act, 1961 TDS is presently 1% (one per cent) of all amounts to be paid to the “*transferor*”, that is, in the present case, to the Promoter (in installments or otherwise), which TDS shall be deducted by the Allottee/s at the time of making payments and remitted in government account in accordance with the provisions of Income Tax Act, 1961. The Allottee/s agree/s and undertake/s to deliver to the Promoter, an original TDS Certificate, by the expiry of seven (7) days from the date of each payment of TDS made by the Allottee/s, and/or before the end of the respective Financial Year in which all payments of TDS would have had been made, whichever is earlier. Without prejudice to non-payment of TDS and/or non-delivery of TDS certificates as aforesaid, being a Allottee/s Event of Default, the Allottee/s shall be liable to deposit with the Promoter, an amount equivalent to

the unpaid TDS, on or before the Date of Offer of Possession which amount shall be refunded after deducting Interest there from in respect of for the period of delay in payment of TDS by the Allottee/s to the Government and producing the TDS Certificates and the Promoter receiving the credit for the same.]

- 2.3 The Allottee has paid on or before execution of this agreement a sum of **Rs. 6,73,219/- (Rupees Six Lakh Seventy Three Thousand Two Hundred Nineteen Only)** as advance payment or application fee and hereby agrees to pay to the Promoter the balance amount of **Rs.37,50,000/- (Rupees Thirty Seven Lakh Fifty Thousand Only)** in the following manner:
- 2.3.1 Amount of **Rs.6,53,747/- (Rupees Six Lakh Fifty Three Thousand Seven Hundred Fourty Seven Only)** to be paid to the Promoter after the execution of Agreement being 30% of the Total Consideration
- 2.3.2 Amount of **Rs. 6,63,483/- (Rupees Six Lakh Sixty Three Thousand Four Hundred Eighty Three Only)** to be paid to the Promoter on completion of the Plinth of the Building no. **3A** of Project Building in which the said Apartment is located, being 45% of the Total Consideration
- 2.3.3 Amount of **Rs.11,05,804/- (Rupees Eleven Lakh Five Thousand Eight Hundred Four Only)** to be paid to the Promoter on completion of the slabs including podiums and stilts of Building no. **3A** of Project Building in which the said Apartment is located, being 70% of the Total Consideration
- 2.3.4 Amount of **Rs.2,21,161/- (Rupees Two Lakh Twenty One Thousand One Hundred Sixty One Only)** to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment, being 75% of the Total Consideration
- 2.3.5 Amount of **Rs.2,21,161/- (Rupees Two Lakh Twenty One Thousand One Hundred Sixty One Only)** to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment, being 80% of the Total Consideration
- 2.3.6 Amount of **Rs.2,21,161/- (Rupees Two Lakh Twenty One Thousand One Hundred Sixty One Only)** to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located, being 85% of the Total Consideration
- 2.3.7 Amount of **Rs.2,21,161/- (Rupees Two Lakh Twenty One Thousand One Hundred Sixty One Only)** to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as maybe prescribed in the Agreement of sale of the building or wing in which the said Apartment is located, being 90% of the Total Consideration
- 2.3.8 Balance Amount of **Rs.4,42,322/- (Rupees Four Lakh Fourty Two Thousand Three Hundred Twenty Two Only)** against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.
- 2.4 The Total Consideration above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Goods & Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment. All Taxes, shall be borne, paid and discharged by

the Allottee/s alone, as and when the same are required to be paid and/or as and when demanded by the Promoter and the Promoter shall never have any liability or obligation in respect thereof.

- 2.5 The Total Price 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 and/or due to any government order and/or Litigation. 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 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.
- 2.6 The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ **6% (Six Percent)** per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 2.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of (+/-)three percent (+/-3%). The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the rate of **Rs. 10,921/- (Rupees Ten Thousand Nine Hundred Twenty One Only)** per square feet.
- 2.8 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 its payments in any manner.

ARTICLE 3 - AMENITIES

3.1 Apartment Amenities

3.1.1 The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the Project Building and the Apartment as are listed in the Statement annexed hereto and marked **Annexure 'C-5'**. The Allottee/s has been informed and is aware that all natural materials, including, marble, granite, natural timber etc., contain veins and grains with tonality differences, and while the Promoter shall pre-select such natural materials for installation in the Project Building, and/or the Apartment, and/or that form a part of the Apartment Amenities their non-conformity, natural discoloration, or tonal differences/variations at the time of installation will be unavoidable.

3.1.2 For betterment thereof, and/or for quality control purposes, and/or due to non-availability or short supply, any of the Apartment Amenities and/or materials or items used, or comprised therein, may be altered, amended, or substituted and/or materials or items of a similar nature, and/or similar priced materials or items may be provided.

3.2 **Common Amenities & Facilities**

The nature, extent and description of the Common Areas & Amenities proposed to be comprised in the Project are set forth in Part A and Part B respectively of the Statement annexed hereto at Annexure 'C-5'.

ARTICLE 4 - DEVELOPMENT: PROMOTER'S RIGHTS & ENTITLEMENTS

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

4.1 **Project**

4.1.1 The Promoter intends to develop the Project upon the Project Land in accordance with the Plans and Approvals as referred to in this Agreement. In this regard the Promoter shall have the right, in its discretion, for the beneficial interest of the Project, including for the full and complete utilization of the Aggregate Development Potential, without any change to the planning of the Apartment, to make any variations, alterations, amendments, or deletions, in respect of the layout and planning thereof, including the Plans and Approvals thereof, and/or for relocating/realignment, or modification, of any Common Areas & Amenities and/or any plans, and/or approvals in respect of the Project, and/or vary the location of accesses and/or the areas, locations, orientation and dimensions thereof; as the Promoter deems fit, in its discretion for better planning, and/or if the same is/are required by Governmental Authorities and/or as may have been mutually agreed by the Promoter and the Owner.

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

4.1.3 The development of the Project upon the Project Land contemplates the utilization of the Aggregate Development Potential, which may not be proportionate to the FSI and development potential attributable to and arising out of the Project Land. The Allottee/s, for himself/herself/themselves/itself, shall not be entitled to raise any claim or dispute in respect thereof. The Promoter has disclosed the Floor Space Index of 4,71,293 square feet Built up area as proposed to be utilized by it on the Project Land in the Entire Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared Aggregate Development Potential shall belong to Promoter only.

- 4.1.5 If, either prior to Project Completion, or thereafter, any FSI, TDR, DR, or other development potential, of whatsoever nature or by whatever name called arises, and/or becomes available, the same shall belong to the Owner alone. If the Owner in its discretion is desirous that the same may be loaded or utilized upon, and/or in respect of any part of the Project Land, which may, for better and beneficial planning, and/or for convenience form a part of the Aggregate Development Potential, then the Owner shall be entitled to utilize the same in the Project in accordance with the terms and conditions of Joint Development Agreement and the Allottee/s for himself/herself/themselves/itself or as member/s of the Organisation shall not raise any objection or dispute whatsoever to or in respect of the same. There shall be no change in the planning of the Apartment by virtue thereof.
- 4.1.6 The Promoter shall be entitled, for better and beneficial planning, and/or for convenience to vary, alter and change the location, size (horizontal or vertical) etc. of any of the Project Building and/or the number of floors therein, and/or to provide for any further or additional development and construction as agreed between the Promoter and the Owner.
- 4.1.7 Governmental Authorities has/have set out, and may set out, any terms, conditions and restrictions which may apply to, and have to be complied with, by the Promoter, and/or the purchasers and allottees, purchasers, owners and occupiers of Premises in the Entire Project;
- 4.1.8 The Promoter is and shall always, until Project Completion, be and remain the absolute owner and holder of the rights and entitlements granted to, and held by it, under the said Agreements, including Promoter's Area, Promoter's Premises and Promoter's Car-parking Spaces and has and shall have the entire right, title, interest, benefit, claim and demand in respect of the Project;
- 4.1.9 The Promoter has, and shall always have, the sole and exclusive right to deal with, dispose off and alienate by way of allotment, sale, and/or to otherwise alienate, dispose off, encumber and/or create third party rights in respect of the Promoter's Premises and Promoter's Car-parking Spaces in favour of any persons or parties and to enter into suitable agreements and writings respectively with such purchasers, allottees and acquirers, as the case may be.
- 4.1.10 The Promoter may, for the purpose of clarity, and/or for maintaining correctness thereof, and/or to comply with Applicable Law, alter the terms and conditions of any agreements for allotment and sales, in respect of the Promoter's Premises in the Project Building.
- 4.1.11 No persons or parties shall be involved in, or be entitled to interfere, obstruct or in any manner deal with any matters relating to the Project, and/or the Project Land, and/or the Project Building, and/or the utilization, and/or the dealing with the Aggregate Development Potential, or any part/s thereof, and/or the allotments and sales, or other alienation of the Promoter's Area, the Promoter's Premises, and the Promoters Car-parking Spaces.

4.2General

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

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

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

4.2.3.1 to use, utilize and consume the entire Aggregate Development Potential in the Project including for effecting any construction thereon in terms of said Agreements, and/or otherwise as may be permitted by Applicable Law.

4.2.3.2 to designate, allocate, reserve and/or relocate, realign, modify, and amend from time to time, any common areas, amenities, infrastructure, facilities, shared services, open spaces, parking spaces, gardens, recreational facilities, internal roads, entrances and accesses, in respect of the Project, including in pursuance of Applicable Law, and/or by virtue of any approvals, and/or as may be required by the Governmental Authorities and/or as may be agreed with the Owner.

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

4.2.3.4 in terms of the said Agreements and for and on behalf of the Owner, to allot, and/or grant on lease, or otherwise alienate any areas or spaces in the Property or the developed Land to any electricity provider or any Governmental Authorities, utility service providers for the purpose of installing power substations with a view to service the electricity requirement of the Project Land, or any part thereof (including the Project) and/or any neighboring areas;

4.2.3.5 in terms of the said Agreements and for and on behalf of the Owner, to hand over and/or transfer any part/s or portion/s of the Project Land, to any persons, parties, government, or statutory authorities, or bodies, with or without any development or construction thereon, in accordance with Applicable Law, and/or any Approvals, and to develop any and all areas previously affected by the Reservations and/or as the case may be, to develop such further or additional reservations as may be imposed or applied, in the Promoter's discretion .

4.2.3.6 to continue to retain, after the Project Completion all rights, powers, authorities, control and ownership over all the Promoter's Premises and Promoter's Car-parking Spaces, and such part of the Project and unutilized Aggregate Development Potential, with the irrevocable, full, complete and unfettered right, power, authority and discretion to own, hold, deal with, develop, and encumber the same, including to complete development and ongoing development thereof or otherwise howsoever, as agreed with the Owner, in terms of the said Agreements.

4.3 Allottee's Confirmations

The Allottee/s hereby confirm/s personally as follows, which are and shall always be the essence of this Agreement, that is:

- 4.3.1 all the matters, and the rights, powers, authorities, discretions, and entitlements are of the Promoter, as recorded and contained in this Agreement including this Article (4), and the Promoter's intent and desire in respect of the Project Land and the developments thereof;
- 4.3.2 the Allottee/s has, and shall have no right, now or in future, to make, or raise, any objection to the rights, powers, authorities, discretions and entitlements of the Promoter as contained in this Agreement including this Article (4), and no consent or permission in that regard shall be required to be obtained or given by them;
- 4.3.3 the Allottee/s shall not object to, hinder, obstruct or interfere with the Promoter exercising its rights and powers herein or any grounds.

ARTICLE 5 - TAXES

- 5.1 The Allottee/s shall pay all other Taxes as and when they are levied, charged, become due and payable, upon all the Aggregate Payments, including the Purchase Price installments. If any Taxes (whether retrospective or prospective in nature) arise hereafter, including after the Date of Offer of Possession, the Allottee/s shall be solely liable to pay or reimburse (as directed by the Promoter in its discretion) such Taxes including any interest and/or penalties and/or other amounts, charges and costs, if any, in respect thereof within fifteen (15) days from the date of written demand made on the Allottee/s by the Promoter.
- 5.2 The Allottee/s shall fully indemnify and keep indemnified and saved harmless the Indemnified Parties in respect of the matters stated above the non-payment or delayed payment, of the Taxes referred to above.

ARTICLE 6 – POSSESSION: DEFECT RECTIFICATION

- 6.1 The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the Agreement shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within three (3) months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or Organisation, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.
- 6.2 The Allottee/s: (i) shall ensure that on or after taking possession of the Apartment, his/her/their/its interior works in the Apartment do not prejudice, affect or hinder in any manner the efforts and actions of the Promoter to obtain the balance/remaining Approvals in respect of the Project, and (ii) undertake/s not to cause any damage to the Apartment and/or the Project Building, and in the event any damage is caused, the Allottee/s agree/s and undertake/s to reimburse the Promoter all costs related to the remediation and rectification thereof. The Allottee/s also accept/s acknowledge/s that as on the Date of Offer of Possession, the construction works in the Apartment shall have been completed, but that there shall, or may, be project development and construction works ongoing at such time, including in respect of the Common Areas & Amenities in respect of the Project Building.

- 6.3 The Allottee shall take possession of the Apartment within 15 days of the written notice from the promoter to the Allottee intimating that the said Apartments are ready for use and occupancy. Upon receiving a written intimation from the Promoter as per clause 6.1, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 6.1 such Allottee shall continue to be liable to pay maintenance charges as applicable. If the Date of Offer of Possession has occurred and the Allottee/s has/have not complied with any of his/her/their/its obligations under this Agreement, including this Article (6), and/or the Allottee/s refuse/s to take possession of the Apartment, then the same shall be a Allottee/s Event of Default. Without prejudice to its right of termination in such a case, the Promoter may, in its discretion, condone the delay, and/or default, by the Allottee/s on the condition that the Allottee/s shall, in addition to all its other liabilities and obligations herein, including payment of all Aggregate Payments, bear and pay to the Promoter the Holding Charges, on such dates and at such intervals as the Promoter directs, on and from the Date of Offer of Possession, till the Allottee/s is/are in full compliance with its obligations under this Agreement, including this Article (6). Further, the Allottee/s agree/s that notwithstanding that the Promoter may have condoned the Allottee/s delay as aforesaid, and/or that the Allottee/s is/are bearing and paying the Holding Charges, the Allottee/s shall have no right or any claim in respect of any defects, or shortcomings in the construction, design, specification, building materials, etc. of the Apartment and/or the Project Building and he/she/they/it shall be deemed to have irrevocably confirmed that he/she/they/it is/are fully satisfied in respect thereof.
- 6.4 The Allottee/s confirms that if and when he/she/they/it is/are permitted to enter upon the Apartment, on or by the Date of Offer of Possession, the Allottee/s shall have and/or be deemed to have taken full, complete and detailed inspection thereof and approved the same in all respects and it shall be deemed to have been completed in all respects in accordance with the terms and conditions of this Agreement and consequently, the Promoter shall be discharged from its liabilities, responsibilities and obligations with regard to the same.
- 6.5 The Promoter shall endeavor to make available the Common Areas & Amenities as set out in Annexure 'C-5', by the Project Completion subject to receipt of applicable Approvals and Force Majeure Events.
- 6.6 Notwithstanding anything to the contrary in this Agreement, the Promoter shall always be entitled, in its discretion to complete any part/portion or floor of the Project Building and apply for and obtain part occupation certificate/s thereof, whereby, on the Date of Offer of Possession, the Allottee/s shall be obliged, and undertake/s, to take possession of the Apartment for occupation on the basis of such occupation/part occupation certificate which relates to the Apartment. Thereafter, the Promoter shall, without any hindrance or objection by the Allottee/s, be entitled to carry out by itself or through its contractors or otherwise all remaining development and work in respect of the Project.
- 6.7 The Promoter has notified the Allottee/s and the Allottee/s is/are aware that the Common Amenities & Facilities are to be shared by all allottees, purchaser, owners and occupiers of Premises in the entire Project, whereby the amenities and facilities comprised therein may/ shall not be available for use or enjoyment till the time provided in Clause 11.9 hereinbelow. The Allottee/s further agrees and acknowledges that he/she/they/it shall only be concerned with the completion of the construction of the Apartment.

- 6.8 The Promoter shall give possession of the Apartment to the Allottee on or before **1st day of May 2029**. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of its agents by the aforesaid date, then the Promoter shall be liable, on demand, to refund to the Allottee the amounts already received by him in respect of the Apartment with Interest at the same rate as may be mentioned in the clause 6.9 herein from the date the promoter received the sum till the date the amounts and interest thereon is repaid.
- Provided that the promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the apartment is to be situated is delayed on the account of –
- (i) War, Civil Commotion or Act of God:
 - (ii) Any Notice, order, rule, notification of the Government and/or other public or competent Authority/Court.
- 6.9 If the Promoter fails to abide by the time schedule for completing the Project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the Project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee/s to the Promoter.
- 6.10 If the Allottee/s has opted to terminate this Agreement, and has terminated the same in strict accordance with Clause (6.8), then the Promoter shall refund to the Allottee/s the Purchase Price Installments and Other Charges & Deposits, received and realized by the Promoter together with simple interest thereon at the rate of two percent above the State Bank of India highest Marginal Cost of Lending Rate per annum provided in case the State Bank of India Marginal Cost of Lending Rate is not in use then interest shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public calculated respectively from the date such payments were received and realized by the Promoter, less the brokerage/commission paid to estate agent/s in relation to the allotment of the Apartment. In a situation of termination other than by virtue of Force Majeure, the Promoter shall additionally pay a one-time fixed pre-estimated Liquidated Damages (which the Parties consider to be reasonable, and not as a penalty). The aforesaid amounts shall be refunded/paid in six (6) equal monthly installments, by post-dated cheques, the first monthly installment of which shall commence from the next succeeding month from the date of receipt by the Promoter of the said notice of termination by the Allottee/s. The date of the Allottee/s aforesaid notice of termination shall be and be deemed to be the date on which this Agreement has stood terminated and cancelled provided that the Promoter may, in its discretion, require the Allottee/s, as a condition precedent to the aforesaid refund/payments to execute and register a Deed of Cancellation recording such termination and cancellation of this Agreement.
- 6.11 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the Project Building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

- 6.12 In spite of all the necessary steps and precautions taken while designing and constructing the Project, concrete slabs/beams may deflect due to self-weight, imposed load, creep and/or shrinkage phenomena (the inherent properties of concrete), for years after construction. Further the Allottee/s may come across cracks in finishes, flooring, ceiling, slab gypsum etc. as a result of such slab/beam deflection and also caused due to any renovation and/or alterations etc. carried out by the Allottee/s and any other purchasers/allottee/owners/occupants of the Promoter's Premises in the Project Building. The Allottee/s agree/s and covenant/s not to hold the Promoter liable and/or responsible in respect thereof.
- 6.13 The Promoter has informed, and put the Allottee/s to notice, and the Allottee/s agrees to and accepts that the Promoter shall endeavor to offer possession of the Apartment to the Allottee/s on the Date of Offer of Possession.
- 6.14 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the Project Land and Project Building namely local taxes, betterment charges or such other levies by the 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 Project Land and Project Building. Until the Organisation is formed and the execution and registration of the Deed/s of Conveyance, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of **Rs. 2250/- (Rupees Two Thousand Two Hundred Fifty Only)** per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a Deed/s of Conveyance is executed in favour of the Organisation as aforesaid. On such conveyance being executed the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Organisation.
- 6.15 The Allottee/s hereby agree/s and undertake/s to pay to the Promoter, on demand, or as directed by the Promoter, no later than fifteen (15) days prior to the Date of Offer of Possession:
- 6.15.1 such additional amount or amounts as determined and/or demanded by the Promoter in respect of any additional amenities, facilities or services as may be provided by the Promoter, as the Promoter may provide in the interest of or for better development of the Project;
- 6.15.2 Proportionate increase in premiums, betterment charges, development charges, transfer charges etc. payable to authorities; and,
- 6.15.3 any other charges, taxes, liabilities, deposits and/or other amounts whatsoever, which are not referred to herein, and as may become payable at any time and/or for any reason.
- 6.16 The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:-
- 6.16.1 Rs. 600/- (Rupees Six Hundred Only) for share money, application entrance fee of the Organisation.
- 6.16.2 Rs. 10,000/- (Rupees Ten Thousand Only) for formation and registration of the Organisation.

6.16.3 Rs. 40,000/- (Rupees Forty Thousand Only) For Non-refundable Deposit towards Transformer and Electric meter, and other utility and services connection charges.

6.16.4 Rs.25,000/- (Rupees Twenty Five Thousand Only) For Non-refundable Deposit towards water connection charges.

6.16.5 Rs. 5,000/- (Rupees Five Thousand Only) for Non-refundable deposits of electrical receiving and Sub Station provided in Project Land.

6.16.6 Rs.75,000/- (Rupees Seventy Five Thousand Only) for Deposit of 1(One) Year Maintenance of Common Infrastructure.

6.16.7 Rs.44,400 /- (Rupees Fourty Four Thousand Four Hundred Only) for Non-refundable deposit for other Development Charges.

Totaling to Rs.2,00,000/-(Rupees Two Lakh Only) plus applicable taxes as per law.

In addition to the aforesaid the Allottee shall bear and pay Non-refundable deposit towards Twelve (12) Months Ad-Hoc Maintenance Charges Along with GST as per GST law, at the time of possession, when called upon the Developer to do so.

Type of flat	1BHK	2BHK	3BHK
Share Money	600	600	600
Formation and Registration	10,000	10,000	10,000
Non-refundable deposite Transformer and Electric Meter	40,000	40,000	40,000
Non-refundable deposite Water charges	25,000	25,000	25,000
Non-refundable deposite sub station provided in project land	5,000	5,000	5,000
Maintanance Common Infrastructure for one year	75,000	1,00,000	1,25,000
Total (A)	1,55,600	1,80,600	2,05,600
Non-refundable Deposite for Development charges (B)	44,400	69,400	94,400
Total of A + B	2,00,000	2,50,000	3,00,000

6.17 The Promoter shall be entitled to maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Organisation towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received. Save and except for the amounts/payments mentioned in clause 6.16.1 above, the Promoter shall never be liable, at any time, to render account of such amounts/payments to the Allottee/s, and/or to the Organisation.

- 6.18 The Promoter shall, in the interest of the Allottee/s, and the Project, take decisions regarding management and allocation of funds/monies, and the type, mode, quality of services to be provided, in respect of the Project, and the management and administration thereof;
- 6.19 The Allottee/s agree/s that, until Hand Over, as provided in Article (11), the Promoter, and/or any persons engaged by it shall maintain, manage and secure the Project and all components and parts thereof. During such time, the Allottee/s shall pay, and the Promoter shall collect, all contributions towards maintenance charges, outgoings and other charges.

ARTICLE 7 - RECREATIONAL FACILITIES IN THE PROJECT

- 7.1 The Common Areas & Amenities, as currently planned as per **Annexure ‘C-5’** for the benefit of all allottees, purchaser, owners and occupiers of Premises in the entire Project including the MHADA Building.
- 7.2 The Promoter has informed the Allottee/s of the following facts, matters and circumstances that shall pertain to the fitness centre, recreational facilities, which the Allottee/s has/have fully accepted, agreed and confirmed that is:
- 7.2.1 the recreational facilities shall be constructed and shall have a one-time installation of the equipment, infrastructure, amenities and facilities as the Promoter deems fit, in its discretion;
- 7.2.2 the use, benefit and enjoyment of the fitness centre and recreational facilities shall be for all allottees, purchasers, owners and occupiers of Premises in the entire Project, (collectively, “**Users**”), and all such Users shall use and enjoy the same on the same basis and consistently, without any preferential, exclusive or additional/further right or benefit;
- 7.2.3 the management and operations of the fitness centre and recreational facilities shall, until formation of Organisation and/or Apex body of Organisations, be under the sole, exclusive and absolute control of the Promoter who shall be entitled to inter alia, frame, and implement, the aforesaid rules and regulations in respect thereof;
- 7.2.4 the entitlement to use the recreational facilities is and shall be personal to the Allottee/s, and is not transferable or assignable in any manner; provided that on the completion of any permitted sale and transfer of the Apartment by the Allottee/s, or their assigns to any persons (“**Premises Transferees**”), the Premises Transferees shall solely be entitled to use and enjoy the refuge area, and recreational facilities in the place and stead of the Allottee/s (who shall automatically and forthwith cease to be entitled to access, and enjoy the same), subject to the Premises Transferees making the necessary applications for membership and completing all formalities as may be required of them, at such time. Under no circumstances, shall the Allottee/s or any Premises Transferees be entitled to use, enjoy or access the recreational facilities after he/she/they/it have sold and transferred the Apartment;
- 7.2.5 there may be recreational, social and other related events, performances, activities, parties, gatherings, etc. held in the club house, and/or in the recreational facilities during the day or night, by the Promoter, the Organisation, and/or Users. The Allottee/s, for himself/herself/themselves/itself shall not be entitled to raise any disputes, differences, or objections in and/or hinder, restrict, obstruct or interfere;

ARTICLE 8- OTHER RIGHTS & POWERS OF THE PROMOTER

- 8.1 The Promoter proposes to avail of financial assistance from banks, financial institutions and other persons by way of mortgage/charge/ securitization of receivables or in any other mode or manner by charge/mortgage of its rights and entitlements under the said Agreements including the Promoters Areas, and the Promoter's Premises and/or the Promoter's Car-parking Spaces, and the Promoter alone shall be liable and responsible for repayment thereof, together with the interest and all costs charges and expenses. As part of any such arrangement by the Promoter, all or any of the responsibilities and/or obligations and rights of the Promoter under this Agreement may be transferred to any other person. The Promoter agrees that, on or prior to the Date of Offer of Possession, the Promoter shall obtain a letter releasing mortgage or charge of such bank/s, and/or financial institution/s, and/or person/s, over the Apartment alone, enabling the Promoter to complete the allotment and sale thereof to the Allottee/s, free of the same. After the Promoter executes this Agreement, it shall not mortgage or create a charge on the Apartment 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 Apartment.
- 8.2 The person/s in whose favour the Promoter has granted or created, or agreed to grant or create, any mortgage, charge or security interest in respect of any unsold Premises, may itself/himself/themselves, or jointly with the Promoter, be admitted as and made members of the Organisation, without it, him or them or the Promoter being made subject or liable to any separate, special, new or additional condition/s and required to pay any separate, special, additional or extra amount or consideration whatsoever for the same (whether by way of transfer fees, charges, premium, donation or otherwise) and the Allottee/s for himself/herself/themselves/itself or as member/s of the Organisation shall not raise any objection or dispute whatsoever to or in respect of the same.
- 8.3 The Promoter shall not be liable to bear or pay any contributions, deposits, expenses, transfer fees, non-occupancy charges, donations, premiums or any other amounts, charges or liabilities whatsoever to the Organisation in respect of any unsold and unallotted Promoter's Premises and Promoter's Car-parking Spaces.
- 8.4 The Promoter and/or Promoter Affiliates shall in its discretion, control the placement, installation and provision of any types of temporary and permanent signage and hoardings (including neon, backlit and illuminated signage and hoardings) of whatsoever nature upon and in the Project Land and the Project Building till Project Completion. Further the Promoter and/or the Promoter Affiliates shall always have full complete and unrestricted access to such hoardings, and signage. Without prejudice to the generality of the foregoing provisions the Promoter and/or Promoter Affiliates shall have full rights, in its/their discretion, to install its/their name/s and any other Promoter's Intellectual Property at one or more places or in or upon the Project Land and/or upon the Project Building and/or any Common Areas & Amenities, and/or at the entrances and exits thereof. The Promoter and Promoter Affiliates have, shall always have and reserve/s, to themselves full and free right of way and means and access to such place or places for the purpose of installing, maintaining and replacing such hoardings and signage.
- 8.5 The Promoter shall be entitled in its discretion to construct temporary structures, including labour camps, and offices, upon any part of the Project Land.

- 8.6 The Promoter shall until the transfer to Organisation and/or Apex Body of such Organisation to be formed (As the Developer deems fit), have right, in its discretion, to promote, manage and undertake all public events held in or upon any Common Areas & Amenities and to apply the net revenues generated there from towards costs incurred by the Promoter in undertaking its diverse obligations in relation to the Project.
- 8.7 The Promoter shall be entitled to construct Club House and/or Play area and with respect to the same the promoter shall be entitled to receive payment/charges from the Allottee as and when called upon by the Promoter.

ARTICLE 9 - COVENANTS AND OBLIGATIONS OF ALLOTTEE/S

- 9.1 The Allottee/s is/are fully and completely informed and is/are aware that all Informative Materials in relation to the Project, and/or all matters related or incidental thereto, have been, and always will be, merely for the sake of convenience and shall not, and cannot, be referred to, or relied upon in any manner, whereby the terms, conditions, and provisions of this Agreement shall solely and exclusively apply and control, and whereby all Informative Materials are, and shall be of no consequence, or be referred to, or relied upon, in any manner by the Allottee/s.
- 9.2 The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence/office/show-room/shop. The Allottee shall use the garage or parking space only for purpose of keeping or parking vehicle.
- 9.3 If the same is possible and feasible, based, inter alia, on the stage of development and construction, and subject to safety conditions, the Allottee/s shall be entitled to visit and view the Project Land, the Project Building, and/or the Common Areas & Amenities after taking a prior appointment with the Promoter. The Allottee/s shall adhere to any safety and security conditions as stipulated by the Promoter and shall visit and inspect at his/her/their/its sole discretion. Alternatively, the Promoter may provide photographic updates of construction progress at periodic intervals as determined by the Promoter, in its discretion, and/or the Allottee/s may be given an opportunity for inspecting the Apartment, prior to the Date of Offer of Possession; at the discretion of the Promoter.
- 9.4 The Allottee shall observe and perform all the rules and regulations which the Organisation 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 Project Building and the Apartments 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 Organisation regarding the occupancy and use of the Apartment in the Project Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- 9.5 The Allottee/s, with the intention to bind all persons in whosoever's hands the Apartment may come, hereby agree/s, confirm/s undertake/s and covenant/s with the Promoter as follows-
- 9.5.1 to maintain the Apartment at the Allottee/s' own costs and expenses in good and tenantable repair, order and condition and to carry out all internal maintenance and repairs to the Apartment such that the same is in the same state and condition, as it was on the Date of Offer of Possession in terms of Article (6) hereinabove, and not to do or suffer or

permit to be done anything therein including any changes or alterations thereto, and/or to any part of the Project Building, and/or any of the Common Areas & Amenities which are, or may be, contrary to the terms of this Agreement, and/or rules, regulations, or bye-laws, of the Organisation/s, the Promoter, and/or any Governmental Authorities without the consent of the local authorities, if required;

- 9.5.2 to carry out at the Allottee/s own costs and expenses, all internal repairs to the Apartment and to maintain the same in the same good condition, state and order in which it has been delivered by the Promoter to the Allottee/s and the Allottee/s shall not do or suffer or permit to be done anything in or to the Apartment or in or to the Project and/or the Project Building, which may be against the rules, regulations and bye laws of the Organisation/s and/or of the Promoter, and/or the Governmental Authorities. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.;
- 9.5.3 to submit plans and specifications in respect of permissible alterations to the Apartment and after obtaining Promoter's prior written approval in respect thereof to rectify and make good any unauthorized alterations and/or damage thereto within seven (7) days from the date of receipt of a written notice from the Promoter, and/or from any Governmental Authorities, in that regard;
- 9.5.4 Not to demolish or cause to be demolished the Apartment 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 Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Organisation.
- 9.5.5 to bear and pay all increases in the Taxes, as well as all water charges, insurance premia and other levies, imposed on account of any change permitted (as provided herein) to be made in the user of the Apartment by the Allottee/s as well his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- 9.5.6 to observe, perform and comply with all the rules, regulations and bye-laws which the Promoter, and/or any Governmental Authorities may specify and those which the Organisation/s, may adopt or frame at its/their inception, and any modification thereof, from time to time;
- 9.5.7 to contribute his/her/their/its share of expenses towards painting, repairs, waterproofing and refurbishment of the Project Building, the Common Areas & Amenities every three (3) years, or at such intervals as may be stipulated by the Promoter and/or Organisation as and when formed;

- 9.5.8 on and after the Allottee/s is/are permitted to enter upon the Apartment, after the Date of Offer of Possession in terms of Article (6), to make suitable arrangement for removal of debris arising out of any interior decoration, renovation, furniture making or any other allied work in the Apartment. In case such debris is not removed by the Allottee/s, the Allottee/s shall pay/reimburse to the Promoter, the cost incurred in the removal of such debris;
- 9.5.9 Upon and after the Allottee/s is/are permitted by the Promoter to enter upon the Apartment as provided herein, the Promoter, and/or Promoter Affiliates, and/or any Governmental Authorities and their respective officers, agents, or representatives, including the Project Architect and any engineers, surveyors, contractors, agents and employees, with or without workmen and others, have and shall have at all reasonable times, the right to enter into and upon the Apartment, the Premises, the Project Land, the Building, the Common Areas & Amenities, the Premises, the Apartment and the Car-parking Spaces, or any part thereof, to view and examine the state and condition thereof and/or for the purpose of undertaking any works as may be required therein and thereto in relation to the Project.
- 9.5.10 Not to commit any breach or violation of: (i) the Plans and Approvals, (ii) the provisions of any Applicable Law, and/or, (iii) any of the bye-laws of the Organisation; whereby the Occupation Certificate/s in respect of the Project is/are denied, refused or delayed.
- 9.5.11 As and when the Promoter directs and permits, and subject always to the Allottee/s having paid to the Promoter the Aggregate Payments, and the Allottee/s having complied with this Agreement, the Allottee/s shall take up the membership of the Organisation/s upon the payment of the requisite admission fees, share purchase amounts and other charges as mentioned herein, and/or in the said Agreements.
- 9.5.12 not to store in the Apartment any goods, objects or materials which are or may be of hazardous, combustible or dangerous nature, or are or may be so heavy as to damage the construction or structure of Project Building, or the storing of which goods, objects or materials is objected to or prohibited by the Promoter and/or any Governmental Authorities, and shall not carry or cause or permit to be carried heavy packages to upper floors which may damage or may be likely to damage the lifts or the entrances, staircases, common passages or any other structure, or part, of Project Building, and to be liable for all damage that may be caused thereto by the Allottee/s ;
- 9.5.13 not, without the prior written permission of the Promoter and/or the Owner:
- 9.5.13.1 to carry out or undertake any painting, decoration, or other work, to the exterior of, or outside, the Apartment;
- 9.5.13.2 to affix/install any sign, name or display boards, or any hoardings or neon lights in or outside the Project Building and/or in any part of the Project Land, and/or the Building, and/or the Common Areas & Amenities;
- 9.5.13.3 to cover or enclose in any manner whatsoever, the open terrace/s, the open balcony/balconies or other open space/s (if any) forming part of or appurtenant to the Apartment as also the Car-parking Space/s, and/or affix/install grills to the windows only as approved by

the Promoter to maintain uniformity or grill/s or safety door/s to the main door/s of the Apartment;

9.5.13.4 to hang clothes, garments or any other thing from the windows or balcony/ies of, or appurtenant to, the Apartment;

9.5.13.5 to do or permit or suffer to be done any act, deed, matter or thing which may render void or voidable any insurance of the Building, and/or any of the Common Areas & Amenities (as and when ready) and/or any other part of the Project, and to make payment of any additional or increased premiums in respect thereof, as may arise on account of any breach by the Allottee/s;

9.5.13.6 to throw dirt, rubbish, rags, garbage or other refuse, or permit the same to be thrown from the Apartment, in the compound or any portion of the Project Land, and/or the Project Building, and/or the Common Areas & Amenities;

9.5.13.7 to do or perform, or cause/permit to be done or performed, any act, deed, matter or thing which may or is likely to cause nuisance, disturbance or annoyance to the allottees, purchasers, owners or occupiers of any other Premises in the Project;

9.5.13.8 to demand or claim any partition or division of the Allottee/s' ultimate interest as provided herein, in the Project Land, and/or the Building, and/or the Common Areas & Amenities or any part thereof, it being expressly agreed, understood and confirmed by the Allottee/s that his/her/their/its interest therein will, if the allotment and sale herein is completed, be impartible, and will be held only through the Organisation/s, of which he/she/they/it shall be admitted a prospective member, in terms of Article (11);

9.5.13.9 The wet and dry garbage generated in and from the Apartment shall be separated by the Allottee/s and the wet garbage generated in and from the Project Building shall be treated separately by the allottee/s of the Apartment in the Project Building.

9.5.13.10 To let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

9.6 Open terraces, forming part of and attached/appurtenant to any of the Premises in the Project are intended for and shall be exclusively used and occupied by the respective purchasers, allottees and owners of the concerned Premises who shall never be entitled to enclose such open terraces without the prior permission in writing of the Promoter and Governmental Authorities, and in case such permissions are granted by the Promoter, the Governmental Authorities, the concerned purchasers, allottees and owners of such Premises in the Project shall observe, perform and comply with all the terms and conditions as may be stipulated in respect thereof and also for the consequences arising from any breach or violation thereof.

9.7 The Allottee/s shall, if and whenever requested by the Promoter hereafter, and within seven (7) days of receiving the Promoter's written intimation in this regard, sign, execute and deliver to the Promoter in such form as may be desired by, it, any applications, consents, deeds, writings, etc. recording the confirmations and consents given and granted in this Agreement, and shall attend the office of the Promoter in this regard, for the purpose of exercising and

effectuating the Promoter's authorities, powers, rights, benefits and interests in respect of and/or relating to the Property and/or the Project, including as mentioned in this Agreement and for enforcing and putting into complete effect the terms, conditions and provisions of this Agreement and all related or incidental documents and writings and so as to enable the Promoter to carry out and complete the development of the Property in the manner that may be desired and deemed fit and as envisaged by the Promoter as mentioned in this Agreement;

- 9.8 Notwithstanding that the Allottee/s may contemplate availing of, or has/have availed of, a loan in respect of the purchase of the Apartment, and/or the Allottee/s has/have mortgaged, or will mortgage the Apartment with such bank or financial institution (which is to be subject to the issuance by the Promoter's no objection/consent letter to such bank or financial institution) to secure such loan it shall be sole and entire responsibility of the Allottee/s to ensure that the payment of the Aggregate Payments, including the Purchase Price and every part thereof is completed, and the Promoter/Owner shall never be liable or responsible for the repayment of any loan availed of by the Allottee/s and/or any such mortgage; and the Allottee/s agrees to indemnify and keep indemnified and saved harmless the Indemnified Parties of, from and against all claims, costs, charges, expenses, damages and losses which they or any of them may suffer or incur by reason of any action that such banks/financial institution may initiate in relation to such loan or mortgage. Notwithstanding anything to the contrary herein, the Allottee/s hereby agree/s and undertake/s that the Promoter shall always and have first lien and charge over the Apartment in respect of, and to secure, the Aggregate Payments due and payable by the Allottee/s, and accordingly, without prejudice, the Allottee/s irrevocable obligation and liability to make payment thereof, any mortgage, charge, security interest, etc., created over, and/or in respect of the Apartment shall always be subject to the Promoter's rights, interests, ownership lien and charge, and subject to all the Promoter's rights, powers and entitlements under this Agreement.
- 9.9 If the Allottee/s is/are non-resident Indian citizen or a foreign citizen (whether or not the Allottee/s is/are a Person of Indian Origin (POI) and/or an Overseas Citizen of India (OCI)), then it shall be his/her/their sole obligation and liability to comply with the provisions of all applicable laws, including Foreign Exchange Management Act, 1999, Reserve Bank of India rules and regulations and all other applicable/necessary requirements, rules, regulations, guidelines etc. of the Government or any other authority, from time to time, including those pertaining to remittance of payment for acquisition of immovable properties in India. All refunds to Non-Resident Indians (NRI) and foreign citizens of Indian origin shall be made in Indian Rupees.

And the Allottee/s irrevocably agree/s, confirm/s and undertake/s that the covenants and obligations herein, on their part and strict observance and performance thereof, are made, given and to be observed and performed both in his/her/their/its personal capacity.

ARTICLE 10- GENERAL CONDITIONS, GOVERNING THE SALE

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

- 10.1 the Project shall always be called/known by the name "PEARL GARDENS". This covenant shall ensure to the benefit of the successors-in-title of the Promoter, and shall be binding upon the Allottee/s, the Organisation, and its/his/her and their respective heirs, executors, administrators, successors and assigns, as the case may be.

- 10.2 all schemes and resolutions affecting or pertaining to the Project, the Project Land, or the Project Building, the Common Areas & Amenities or any part/s thereof, made or to be made by the Promoter and/or any Governmental Authorities, or other persons, or private body/ies, as also all the terms, conditions, covenants, provisions, stipulations and restrictions contained in any Approvals.
- 10.3 all the terms, conditions, covenants, stipulations and provisions contained in all the agreements, deeds, documents and writings executed and/or to be executed by and between the Owner, the Promoter, and/or its predecessors, in respect of the Project Land, and/or between the Promoter and Promoter Affiliates, and/or between the Promoter, or Promoters Affiliates, and/or the allottee/s, purchasers, owners, or occupiers of Premises in any buildings constructed or to be constructed upon the Project Land.
- 10.4 all terms, conditions, easements, restrictions, covenants, rights, interests and benefits, affecting, and/or for the benefit of the Project Land or any part thereof, and/or any developments thereon, and/or for the benefit of the owners and occupiers thereof, including in respect of repairs and maintenance and/or to contribute to the repairs and maintenance of all other roads, ways, passages, sewers, drains, gutters, fences, boundary walls and other amenities, facilities, infrastructure and utilities in respect thereof. In this regard, the Promoter shall not be liable or required to show the creation of, or define, or apportion, any burden.
- 10.5 all terms, conditions, covenants, stipulations and provisions contained in any agreement/s, undertakings or writings given, or to be given, to Governmental Authorities, and in respect of Approvals, and/or special rights and privileges and building agreement/s made or executed or to be made or executed in respect of the Premises in the Project.

ARTICLE 11- REPRESENTATIONS OF THE PROMOTER:

Subject to the disclosures made herein by the Promoter, and what is stated in the Report on Title, the Promoter hereby represents and undertakes as follows:

- 11.1 the Owner has clear and marketable title with respect to the Project Land; as declared in the Report on Title annexed to this Agreement, and the Owner and the Promoter has the requisite rights to carry out development upon the Project Land in terms of the Joint Development Agreement and also the Owner has actual, physical and legal possession of the Project Land and the Promoter has been granted a license to enter upon the Project Land for the implementation of the Project.
- 11.2 The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- 11.3 There are no encumbrances upon the Project Land except those disclosed in the Report on Title and on the Project
- 11.4 There are no litigations pending before any Court of law with respect to the Project Land or Project except those disclosed in the Report on Title;
- 11.5 All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and Phase 1 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 Project, Project Land and Phase 1 said building/wing 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 Project, project land, Building/wing and common areas.

11.6 The Promoter/Owner 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;

11.7 The Promoter has not entered into any agreement for sale or any other agreement/arrangement with any person or party with respect to the Apartment; and,

11.8 The Promoter is not restricted in any manner whatsoever from agreeing to allot and sell the Flat in the manner contemplated herein.

11.9 At the time of execution of the Deed/s of Transfer the Promoter shall handover lawful, vacant, peaceful, physical possession of the Common Amenities & Facilities to the Organisation and/or Apex body of Organisations as the case may be;

11.10 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 said project to the competent Authorities;

11.11 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 said property) has been received or served upon the Promoter in respect of the Project Land and/or the Project except those disclosed in the Report on Title.

11.12 The Promoter shall receive/collect all the Payments from the Allottee in MANSAROVAR EVERSHINE JOINT VENTURE ACCOUNT bearing account no. 1045102100000462 or any other bank account as the Promoter may suggest under the statutory guidelines of RERA.

ARTICLE 12: ORGANISATION/S;

12.1 The Promoter has informed, and put the Allottee/s to notice, of the following matters which the Allottee/s has/have agreed and accepted:

12.1.1 The Allottee along with other allottee(s) of Apartments in Building No.1 (Commercial), Building No. 2, Building No. 3A, Building No. 3B and Building No. 3C of the Project Building shall join in forming and registering the Organisation as mutually agreed upon by the Owner and the Promoter, and to be known by such name as the Promoter and the Owner may decide and for this purpose also from time to time to sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Organisation and for becoming a member, including the byelaws of the proposed Organisation and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the

Organisation. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case maybe, or any other Competent Authority

12.1.2 The Promoter, shall form and register a co-operative society under the Maharashtra Co-operative Societies Act 1960, and/or any other entity, organisation, association, or body, referred to in, or permitted under, RERA to be formed in respect of the purchasers and allottees of premises in the residential Building no. 4 of the Project Building comprising stilt plus fourteen upper floors being constructed on a portion of the Project Land (hereinafter referred to as “**MHADA Organisation**”) as mutually agreed upon by the Owner and the Promoter and be known by such name as the Promoter and the Owner may decide, which name shall not be changed by the purchasers and allottee/s, and/or any other purchasers and allottee/s of the MHADA Building, that is, mean and/or the MHADA Organisation without the prior written consent of the Promoter and the Owner. The Promoter shall as and when called upon by MHADA, convey and transfer to the purchasers and allottees of the MHADA Building, the MHADA Building;

ARTICLE 13: TITLE: TRANSFER

13.1 The Promoter and the Owner shall, within Three Months of registration of the society or Association or Limited Company, as aforesaid, cause to be transferred to the society or limited Company all the right, title and interest of the vendor/lessor/ original owner/promoter and/or the owners in the said structure of Building or wing in which the said apartment is situated.

13.2 The Promoter and the Owner shall, within Three months of registration of the federation/Apex body of the societies or Limited Company, as aforesaid, caused to be transferred to the Federation/Apex Body all the rights, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the Owners in the project Land on which the building with multiple wings or Building are constructed.

13.3 The Allottee shall pay to the Promoter a sum of **Rs.10,000/-[Rupees Ten Thousand Only]**, for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at- Law/Advocates of the Promoter in connection with formation of the Organisation, or and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the Deed/s of Conveyance and/or the Deed/s of Transfer.

13.4 At the time of execution and registration of Deed/s of Conveyance and/or the Deed/s of Transfer, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the Organisation on such Deed/s of Conveyance. At the time of registration of the Deed/s of Transfer of the Project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the Organisation and MHADA Organisation on such conveyance or instrument of transfer.

ARTICLE 14 – TERMINATION

- 14.1 Without prejudice to the rights of the Promoter to charge interest in terms of sub clause 14.4 hereinafter, on 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 his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of instalments and/or the Allottee/s committing an Event of Default, the Promoter shall at his own option, may terminate this Agreement: provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, this Agreement and any writings that may have been executed in pursuance hereof shall automatically and forthwith stand cancelled and terminated without any further act, deed, matter or thing being required to be done, executed and performed; provided that the Promoter, in its discretion, may require the Allottee/s to execute and register a Deed of Cancellation (in terms of a draft prepared by the Promoter) recording the termination and cancellation of this Agreement, which the Allottee/s shall be liable to do. On and after such termination the Liquidated Damages together with the brokerage/commission paid to estate agent/s in relation to the allotment of the Apartment, shall be deducted and appropriated by the Promoter from and out of the Purchase Price and the Other Charges & Deposits paid by the Allottee/s, and received and realized by the Promoter, and the net balance thereof, shall, subject to the Allottee/s executing and registering the aforesaid Deed of Cancellation if directed by the Promoter, be paid to the Allottee/s, by the Promoter, in six (6) equal monthly installments, the first monthly installment of which shall commence from the succeeding month from the date of re-sale of the Apartment by the Promoter, subject always to receipt by the Promoter of purchase price and consideration (excluding Taxes) that is sufficient to defray the installment/s thereof. It is agreed and clarified that other than the aforesaid amount, the Promoter shall not be liable to bear, pay and discharge to the Allottee/s any other amounts, charges, liabilities, compensation or damages. It is further agreed and clarified if the Promoter is unable to re-sell the Apartment at a price that is greater than the Purchase Price herein, then the Promoter shall be entitled to claim and received from the Allottee/s, in addition to the Liquidated Damages, an amount equivalent to the deficiency between the purchase price that the Apartment has been resold and the Purchase Price herein, along with all other costs, charges, expenses and damages sustained and suffered by the Promoter in relation to the termination of this Agreement and the re-sale of the Apartment. The Allottee/s agree and confirm that, without prejudice to all the rights, powers, authorities, discretions, entitlements and remedies of the Promoter under this Agreement, and Applicable Law, the Promoter shall be entitled, in its discretion, to terminate and cancel this Agreement in the circumstances set out in Clause (14.2) herein below.
- 14.2 If due to Applicable Law, and/or any action of Government Authorities, and/or any legal action, circumstances, or reasons, and/or any Force Majeure Event, the Promoter, in its discretion, is of the opinion that the Project, including construction of the Project Building, and/or the Common Areas and Amenities shall or may be suspended, or stopped, for twelve (12) months, or more, or any part of the Project has, in fact, been stopped or suspended for the aforesaid period of twelve (12) months, then the Promoter shall be entitled, in its discretion, to terminate and cancel this Agreement by delivering a written notice, as per Clause 14.1, of termination to the Allottee/s. On the delivery of such notice to the Allottee/s, this Agreement and any writings as may have been

executed in pursuance hereof, shall automatically and forthwith stand cancelled and terminated, without any further act, deed, matter or thing having to be done, executed, or performed, by the Parties; provided that the Promoter may, in its discretion, direct the Allottee/s to execute and register a Deed of Cancellation (in terms of a draft prepared by the Promoter) recording the termination and cancellation of this Agreement, which the Allottee/s shall be bound and liable to do. Pursuant to the aforesaid termination, and subject to the Allottee/s executing and registering the aforesaid Deed of Cancellation, if called upon by the Promoter, and thereupon the Promoter shall refund to the Allottee/s solely the Purchase Price installments and unutilized Other Charges & Deposits received and realized by the Promoter, together with interest thereon at the rate of two percent above the State Bank of India highest Marginal Cost of Lending Rate per annum provided in case the State Bank of India Marginal Cost of Lending Rate is not in use then interest shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public from the date such payments were received and realized by the Promoter, together with an agreed one-time fixed pre-estimated Liquidated Damages (which the Parties consider to be reasonable, and not as a penalty). The aforesaid refund amount, and the pre-estimated liquidated damages less the brokerage/commission paid to estate agent/s in relation to the allotment of the Apartment, shall be paid by the Promoter, in six (6) equal monthly installments, by post-dated cheques, the first monthly installment commencing from the succeeding month after the date of receipt of the aforesaid letter of termination by the Allottee/s. It is agreed and clarified that other than the aforesaid refund amount and pre-estimated liquidated damages to be paid, the Promoter shall not be liable to make payment of any further or other damages, compensation amounts, or liabilities to the Allottee/s, and shall not be liable to refund any of the Taxes paid by the Allottee/s.

14.3 It is agreed and confirmed by the Allottee/s that the termination and cancellation of this Agreement, under any of the terms, conditions and provisions of the Agreement, including under Clause (14.2) or (14.3), the following shall forthwith apply and bind the Allottee/s, that is:

14.3.1 the Allottee/s shall cease to have any right, title, interest, claim, or demand in or to the Apartment and the Car-parking Space/s, under this Agreement, and the Promoter shall be fully and freely entitled, without any objection, or obstruction, to allot and sell, deal with and/or otherwise encumber, alienate or dispose off the same, in such manner, for such consideration and on such terms and conditions as the Promoter deems fit, in its discretion;

14.3.2 the Allottee/s shall never be entitled to make or raise any claim in respect of the appreciation in value or price of the Apartment and/or the Car-parking Space/s as a result of any increase in market price, or as a result of any accretion or improvement that may have been made or installed at the request of the Allottee/s, or otherwise arising howsoever; and,

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

14.4 The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter.

ARTICLE 15 - INSURANCE AND SAFETY

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

ARTICLE 16 – INDEMNITY

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

ARTICLE 17 - NO LIABILITY

17.1 Neither the Promoter, nor any Promoter Affiliates nor any of their respective directors, officers, employees, agents, or contractors, shall be liable to the Allottee/s, and/or any persons claiming through or under the Allottee/s, or otherwise, for and/or in respect of:

17.1.1 any harm, injury, loss or damage to any person/s, or property caused by, or through, or in any way associated with, a failure, malfunction, explosion or suspension of electricity, telephone, gas, water, drainage, or sewerage, supply or connections to the Project or any part thereof, and whether or not the same is caused by any Force Majeure Events, or otherwise however;

17.1.2 any harm, injury, loss, damage, or inconvenience suffered by, and/or caused to, any person/s, or property, due to, or related to, or caused by, or in the course of the use, or entry into the Apartment, and/or the access to any part of the Project; and

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

ARTICLE 18 - GENERAL PROVISIONS

18.1 Interest; Other Charges

Without prejudice to all the Promoter's rights and remedies herein, and under Applicable Law, the Allottee/s shall be liable to pay, to the Promoter, Interest on all outstanding, overdue, and/or unpaid, Aggregate Payments calculated from the due date for payment thereof till payment in full (with accrued Interest). In addition to the Allottee/s's liability to pay Interest as aforesaid, the Allottee/s

shall also be liable to pay and reimburse to the Promoter, all costs, charges, expenses and damages whatsoever, which may be incurred, borne, suffered, or paid, by the Promoter, including in relation to any suits, actions, proceedings, or notices filed, instituted or issued by or against it, for the purpose of enforcing any of its claims, rights and/or benefits under this Agreement and/or for enforcing obligations, payments of and recovering from the Allottee/s such outstanding amounts, charges and liabilities, including Interest as aforesaid under this Agreement.

18.2 Allottee/s Obligation of Confidentiality

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

18.2.1.1 is required by Applicable Law to be disclosed;

18.2.1.2 is required to be disclosed by any Governmental Authority with relevant powers to which the Allottee/s is subject or submits;

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

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

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

For Indian Citizens and Indian Residents

18.3 The Allottee assures, warrants, declares and represents to, and irrevocably undertakes with, the Promoters as follows:

18.3.1 the Allottee is/are citizen(s) of India and residents of India under all Applicable Laws;

18.3.2 the Allottee is not a foreign company, or foreign citizen, or a person of Indian origin (PIO), or a non-resident Indian (NRI), and that the provisions of FEMA or any like Applicable Laws do not apply to the Allottee;

18.3.3 in the event of applicability of FEMA to any payment / refund between the Allottee and the Promoters at any time (due to

change of circumstances or otherwise), including due to the Allottee's status changing to a foreign company, or a person of Indian origin (PIO), or a non-resident Indian (NRI); it shall be the sole responsibility of the Allottee to comply with all the Applicable Laws, including all procedures, formalities and conditions prescribed under such Applicable Laws. In such event, any payments and/or refunds will be made from / to the account / channels as permitted under Applicable Law. The aforesaid shall apply to all payments, including relating to taxes, deposits, outgoings, etc. payable in relation to the Apartment or this Agreement.

And the Allottee indemnifies and keeps fully indemnified the Promoters in relation to the above, including for all consequences that may arise due to any act of omission or commission by the Allottee in that regard.

Or

For Indian Citizens Who Are Non-residents

18.3 The Allottee assures, warrants, declares and represents to, and irrevocably undertakes with, the Promoters as follows:

18.3.1 the Allottee is an Indian citizen, but is a resident outside India (NRI) as defined under FEMA;

18.3.2 the Allottee is and shall always be solely liable and responsible for (and undertakes to comply with) all Applicable Laws, compliances, procedures, formalities, notifications, rules, regulations, guidelines, conditions, etc., and/or of Governmental Authorities, as applicable to the transaction herein and/or this Agreement (including relating to acquisition, holding, maintenance, dealing with and disposing off immovable property(ies) in India and/or relating to any remittances, payments and/or refunds between the Allottee and the Promoters at any time) in force, from time to time;

18.3.3 the Allottee accepts and undertakes that any payments and/or refunds (if any) between the Allottee and the Promoters will be made from or to the account / channels as prescribed/ permissible under Applicable Laws. This provision shall apply to all payments, including relating to taxes, deposits, outgoings, etc. payable in relation to the Apartment, and/or this Agreement. It is clarified that refunds (if any) to the Allottee shall be made solely in Indian Rupees. The Allottee shall furnish required declarations and documents to the Promoters in the prescribed format, as may be requested by the Promoters.

And the Allottee indemnifies and keeps fully indemnified the Promoters in relation to the above, including for all consequences that may arise due to any act of omission or commission by the Allottee in that regard.

Or

For Foreign Citizens

18.3 The Allottee assures, warrants, declares and represents to, and irrevocably undertakes with, the Promoter as follows:

18.3.1 the Allottee is an foreign national, but a person of Indian (PIO) and holds an Overseas Citizen of India (OCI) status; whereby the Allottee is entitled, under all Applicable Laws, including FEMA and the Foreigners Act, 1946;

18.3.2 the Allottee is legally entitled to enter into this Agreement and acquire the Apartment, under all Applicable Laws, including FEMA and the Foreigners Act, 1946.

18.3.3 the Allottee is and shall always be solely liable and responsible for (and undertakes to comply with) all Applicable Laws, compliances, procedures, formalities, notifications, rules, regulations, guidelines, conditions, etc., and/or of Governmental Authorities, as applicable to the transaction herein and/or this Agreement (including relating to acquisition, holding, maintenance, dealing with and disposing off immovable property(ies) in India and/or relating to any remittances, payments and/or refunds between the Allottee and the Promoters at any time) in force, from time to time;

18.3.4 the Allottee accepts and undertakes that any payments and/or refunds (if any) between the Allottee and the Promoters will be made from or to the account / channels as prescribed/ permissible under Applicable Laws. This provision shall apply to all payments, including relating to taxes, deposits, outgoings, etc. payable in relation to the Apartment, and/or this Agreement. It is clarified that refunds (if any) to the Allottee shall be made solely in Indian Rupees. The Allottee shall furnish required declarations and documents to the Promoters in the prescribed format, as may be requested by the Promoters.

And the Allottee indemnifies and keeps fully indemnified the Promoters in relation to the above, including for all consequences that may arise due to any act of omission or commission by the Allottee in that regard.

18.4 The Allottee further assures, warrants, declares and represents to, and irrevocably undertakes with, the Promoters as follows:

18.4.1 the Allottee is in compliance with and has at all times been in compliance with all Applicable Laws, including Money Laundering Laws and Anti-Corruption Laws.

18.4.2 the Allottee has entered into this Agreement in respect of the allotment of the Apartment, for the Allottee alone and for the benefit of the Allottee alone, and not for and/or on behalf of and/or for the

benefit of any other persons or parties or as a benami, or otherwise in any other the capacity.

- 18.4.3 all payments made and to be made by the Allottee under this Agreement have been, and shall be, out of the personal funds of the Allottee, and in respect of which the Allottee has been and undertakes to always be, in compliance with all Applicable Laws.
- 18.4.4 the Allottee has not made, promised to make, or caused to be made any payments of anything of value, (i) to or for the use or benefit of any Government Official; (ii) to any other person either for an advance or reimbursement, with knowledge or reason to know that any part of such payment would be directly or indirectly given or paid by such other person, or would reimburse such other person for payments previously made, to any Government Official; or (iii) to any other person or entity, to obtain or keep business or to secure some other improper advantage.
- 18.4.5 the Allottee is not in default with respect to any orders known to and/or served upon them.
- 18.4.6 The Allottee has not received any notice from any Governmental Authority in respect of any non-compliance with any Applicable Laws including Anti-Corruption Laws and/or Money Laundering Laws.
- 18.4.7 there is no outstanding investigation by any Governmental Authority, and/or any dispute or proceedings with any person, or any internal investigation, relating to any violation of Applicable Laws, including Anti-Corruption Laws and/or Money Laundering Laws, by the Allottee, and/or any of its family members, employees, executives, principals, owners, directors, officers, managers, agents, employees, representatives, consultants or any other person acting for or on behalf of the foregoing (individually and collectively, a “**Representative**”).
- 18.4.8 neither the Allottee, nor any of the Allottee’s family members, and/or affiliates nor any Representative, is currently a Government Official or Governmental Authority.
- 18.4.9 no Government Official or Governmental Authority presently owns an interest, whether direct or indirect, in the Allottee, or has any legal or beneficial interest in the Allottee, or to payments made and to be made hereunder.
- 18.4.10 neither the Allottee, nor any of the Allottee’s family members, and/or affiliates nor any Representative, is or are subject to any U.S. Economic Sanctions. Neither of the Allottee, nor any of the Allottee’s family members, and/or affiliates, nor any Representative, have knowingly made or will make any sales to or engage in business activities with directly for the purposes of financing the activities of, any persons and countries that are subject to U.S. Economic Sanctions, including any “Specially Designated Nationals and Blocked Persons” as prescribed there under.”

In the event of the Allottee committing any act in contravention of the provisions this clause (18), the Allottee alone shall be responsible and liable for all consequences in respect thereof to the concerned Governmental Authorities and under Applicable Laws, and the Allottee indemnifies and keeps fully indemnified the Promoter in relation to the above, including for all consequences that may arise due to any act of omission or commission by the Allottee in respect thereof.

18.5 Promoter's Overriding and Paramount Right Over the Apartment & Car-parking Space/s

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

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

18.6 Notices

That 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 Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

MRS.GAYATRI SHASHI SARODE

MR. SHASHI SUDHAKAR SARODE

**A-102/103, Parmanand, Ambadi road,
Behind Ashok Nagar, Vasai Road West,
Bassein Road, Palghar(Thane),
Maharashtra, 401202.**

Notified Email ID:

**MansarovarLifespaces LLP
3rd floor, office no. 301, Varun Building,
Guru Nanak Nagar, Village Navghar,
Vasai Road (West), Palghar – 401202
Notified Email ID: sales@mansarovarhomes.com**

It shall be the duty of the Allottee 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 promoter or the Allottee, as the case may be

18.7 Waiver

18.7.1 Neither this Agreement, nor any term or provision hereof, shall be changed, waived, discharged, or amended, orally, except that any term of this Agreement may be amended and the observance of any such term may be waived (either generally or in a particular instance and either retroactively or prospectively) by the Parties; provided however that no such waiver shall extend to or affect any obligation of a Party not expressly waived by the other Party, or impair any right consequent therein.

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

18.8 Promoter's Rights Cumulative

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

18.9 Right To Amend

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

18.10 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 Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

18.11 Method Of Calculation Of Proportionate Share Wherever referred To In The Agreement

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in the Entire Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Entire Project.

18.12 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.

18.13 Severability

Any provision of this Agreement, which is invalid or unenforceable, shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof. If for any reason whatsoever, any provision of this Agreement is or becomes, or is declared by a court of competent jurisdiction to be, invalid, illegal or unenforceable, then the Promoter will prepare and provide the provision/s to be substituted, which provision/s shall, as nearly as practicable, leave the Parties in the same or nearly similar position to that which prevailed prior to such invalidity, illegality or unenforceability.

18.14 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 any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

18.15 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, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee 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 Vasai.

18.16 Binding Effect

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

18.17 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.

18.18 Costs

18.18.1 Save and except the stamp duty payable in respect of this Agreement which shall be paid by the Promoters, all other costs, charges and expenses including registration charges payable in respect of this Agreement, shall be borne and paid solely by the Allottee/s.

18.18.2 All costs, charges and expenses, stamp duty, registration charges, Taxes etc arising, and/or payable, in respect of all deeds, documents, instruments and writings incidental or related to this Agreement, and/or to be executed in pursuance hereof and all other related and incidental deeds, documents and writings including all costs, charges and expenses for preparing and engrossing the same, professional fees or charges payable to the Promoter's Advocates & Solicitors and towards stamp duty and registration fees, shall be proportionately borne and paid by the Allottee/s and by the allottees of the Promoter's Premises in the Project. The Promoter shall not be liable to bear and pay any such liabilities, or contribute towards the same.

18.19 Successors and Assigns

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

18.19.2 The Promoter shall always be entitled, in its discretion, to assign this Agreement, and/or all, or any of, its rights and obligations under this Agreement, to any Promoter's Affiliates.

18.20 Arbitration

All disputes, differences and/or claims arising under or in respect of this Agreement, and/or any terms, conditions or provisions hereof, shall be referred to arbitration of a sole arbitrator, who shall be appointed by the Promoter and the decision/award of such arbitrator shall be final and binding on the Parties. The arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be in English language and shall be held only in Mumbai. The arbitrator shall have summary powers and be entitled to give interim directions and awards from time to time. The cost of the arbitration proceedings shall be borne by the Promoter and the Allottee/s in their respective shares.

[OR]

Any dispute differences and/or claims arising under or in respect of this Agreement, and/or any terms, conditions or provisions hereof, shall be settled amicably. In case of failure to settle the dispute amicably, it shall be referred to the RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations made there under.

18.21 Governing Law and Jurisdiction

This Agreement and the rights and obligations of the Parties under or arising out of this Agreement shall be construed, governed and enforced in accordance in all respects by Applicable Law and subject to the provisions of Article (18:20) (Arbitration), courts at Mumbai shall have exclusive jurisdiction.

18.22 Survival

This Clause (18.22), Clause (14) (Termination), Clause (18.6) (Notices), Clause (18:21) (Governing Law and Jurisdiction), Clause (18.20) (Arbitration) and Clause (18.2) (Confidentiality), and all other rights and obligations of the Parties that are held after, and/or are required to be observed and performed upon and after the termination of this Agreement, shall survive the termination of this Agreement, and the Parties shall continue to respectively hold such rights, and be bound, liable and obliged to comply with their obligations in respect thereof.

18.23 The Promoter and Allottee/s respectively state/s that they are respectively assessed to Income Tax and their respective Permanent Account Numbers as hereto annexed along with this present.

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

All that pieces or parcels of non-agricultural lands bearing survey no. 66 hissa no. 3 admeasuring 12590 sq. mtr. situated at the village Diwanman, Tal. Vasai, Dist: Palghar in the Registration Sub- District of Vasai and District Palghar and bounded as follows:

On or Towards East	: by S. No. 192
On or Towards West	: by S. No. 176
On or Towards South	: by S. No. 147
On or Towards North	: by S. No. 60 & 61

THE SECOND SCHEDULE ABOVE REFERED TO: (Description of the Apartment)

All that the proposed residential flat/Apartment bearing no. **1104**, admeasuring approximately **37.64** square meters **RERA** Carpet Area, that is, approximately **405** square feet RERA Carpet Area* (**exclusive of balcony**), on **11th** floor, of the Project Building **3A “AKOYA”**, in the Project known as “*Pearl Gardens*” being developed on the Project Land, more particularly described in the First Schedule herein before written above.

*The Carpet Area as per Real Estate (Regulation & Development) Act, 2016 is **405** square feet and the balcony.

* The RERA Carpet Area is exclusive of the Balcony area of approximately **N.A.** square meters viz. **N.A.** square feet which Balcony area is shown shaded in **N.A.** colour in the typical floor plan there of annexed hereto and marked **Annexure‘ N.A. ’**

In Witness Where of, the Parties hereto, have hereunto, and to the counterpart hereof, set and subscribed their respective hands, the day and the year first hereinabove written.

Signed Sealed And Delivered by the)
within named the “Promoter”,)
M/s. Mansarovar Lifespaces LLP)
through its authorized partner/s)
)
(1) Mr. Deepak B. Vora)
)
)
)
)
(2) Mr. Pritesh Dilip Jain)
)

SIGNED AND DELIVERED)
by the within named the “Owner”,)
Style Evershine Builders Private)
Limited, through its Director,)
Mr. Bharat Kumar Bhawandas Ludhani)
)
)
)
)

SIGNED AND DELIVERED)
by the within named Allottee/s,)
1.MRS.GAYATRI SHASHI SARODE)

2.MR.SHASHI SUDHAKAR SARODE)

in the presence of
1.
2.

RECEIPT

Received on or before execution hereof, of and from the within named Allottee/s, the sum of **Rs. 6,73,219/- (Rupees Six Lakh Seventy Three Thousand Two Hundred Nineteen Only)** being the Booking Amount agreed to be paid by the Allottee/s, to us as per within mentioned.

Sr.No.	Particular	Cheque/DD/ Payorder/RTGS /NEFT/Bank Card Transfer Payment Date	Cheque No.	Bank Name & Branch	Amt in Rs
1	Part payment towards flat Consideration	06/11/2022	094609	BANK OF INDIA, VASAI BRANCH	1,00,000/-
2	Part payment towards flat Consideration	16/11/2022	094618	BANK OF INDIA, VASAI BRANCH	5,73,219/-
	TOTAL				6,73,219/-

For Mansarovar Lifespaces LLP

Authorized Partner/S/Constituted Attorney

LIST OF ANNEXURES

Annexure 'A'

(Layout Plan of the Project Land)

Annexure 'B'

(7/12 Extract)

Annexure 'C-1'

(Authenticated copy of the Registration Certificate of the Project granted by RERA)

Annexure 'C-2'

(Legal Report on Title and Authenticated copies of relevant revenue record showing nature of the title of the Owner to the Project Land)

Annexure 'C-3'

(Authenticated copies of the plans of the Layout as approved by VVCMC)

Annexure 'C-4'

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee as approved by VVCMC)

Annexure 'C-5'

(Authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the Project Buildings and Common Areas & Amenities proposed to be provided for on the said Entire Project)

Annexure 'D'

(Apartment and Allottee/s Details)

Annexure ‘D’
(Apartment and Allottee/s Details)

Sr.	Particular	Particular
(1).	Project	“ <i>Pearl Gardens</i> ” to be developed and constructed on the Project Land more particularly described in the First Schedule of the Agreement for Sale.
(2).	Project Building	predominantly residential building/s proposed and presently planned to be developed and constructed, upon the Project Land, together with various recreational amenities and facilities, and related amenities, facilities, common areas, and infrastructure, with some commercial and retail premises therein. The Project Building is planned to have one commercial wing comprising of ground plus four upper floors, two residential building wherein one building is stilt plus one upper floor and the other is a building with three wings which comprises ground plus twenty-two floor which with has ground and seventeen (17) upper floors.
(3).	Apartment	Residential/commercial/ unit bearing No. 1104 , admeasuring approximately 37.64 square meters RERA Carpet Area, that is, approximately 405 square feet RERA Carpet Area* (exclusive of N.A. square meters viz. N.A. square feet balcony)* on 11th floor of the Project Building 3A “ AKOYA ”.
(4).	Purchase Price	Rs.44,23,219/- (Rupees Fourty Four Lakh Twenty Three Thousand Two Hundred Nineteen Only)
(5).	Date of Offer of Possession of the Apartment	On or before 1 st May, 2029.
(6).	Postal address of the Allottee/s	A-102/103, Parmanand, Ambadi road, Behind Ashok Nagar, Vasai Road West, Bassein Road, Palghar (Thane), Maharashtra, 401202.
(7).	Postal address of the Promoter	3 rd floor, office no. 301, Varun Building, Guru Nanak Nagar, Village Navghar, Vasai Road (West), Palghar – 401202
(8).	E-mail address of the Allottee/s.	NA
(9).	E-mail address of the Promoter.	sales@mansarovarhomes.com
(10).	Permanent Account Numbers	Promoter: ABRFM6807B Owner: AAFCS6402C Allottee/s: 1)CMIPS0408L 2)CDCPS3063G