

Letter of offer for Allotment of Commercial Premises

To: Gera Developments Pvt. Ltd.
200, Gera Plaza, Boat Club Road,
Pune 411001

Date: ____/____/____

Subject: Offer for allotment of commercial premises at Gera's Imperium Rise, Hinjewadi Phase-II, Pune

Dear Sirs,

I had been to your office and you have shown me all the documents and have given me all the information and details of the project and you have fully disclosed all information on the project. I have seen and understood details of the project.

I request that I be allotted commercial premises in the above mentioned project.

My preference is for Unit number: _____ on _____ floor.

The area of this unit is as under:

- a. Carpet area calculated as defined in the RERA _____ sq. mtrs
- b. Usable area of open/enclosed balcony as sanctioned _____ sq. mtrs
- c. Usable area of terrace _____ sq. mtrs
- d. The sum total of a, b and c above is _____ sq. mtrs.

I have been informed that the unit will be sold on carpet area basis and that I am required to pay my proportionate share for the common areas (excluding area of parking). I was informed that the proportionate share in the common areas (though higher), will be capped at _____ sq. mtrs in arriving at the total price. I request you to mention that the total (d) above + proportionate share in common area (excluding area of parking) is _____ sq.mtrs.

The common areas mentioned above is excluding the area occupied by the open and covered parking, which will eventually be conveyed to the ultimate body. I have been informed that my proportionate share in the parking (calculated as a proportion of my carpet area to the total carpet area of all units applied on the total parking area) works out to _____ sq. mtrs. I understand and accept that I may be permitted to park my vehicle/s -within this space, and that every unit purchaser will have his proportionate parking space to park his vehicle/s on this basis.

I submit this offer to acquire the above unit and request that you consider it favorably.

The consideration for the unit agreed to be payable by me (including proportionate share in common areas) is as under –

Towards cost of the unit _____ Rs.

Towards MSEB, & electrical charges (lumpsum basis) _____ Rs.

Towards proportionate PMRDA premiums and charges _____ Rs.

(lumpsum basis)

TOTAL Consideration _____ Rs.

NOTE: The above consideration includes an amount of Rs. ____ towards my share in the common areas and facilities (excluding the parking space for which the price is nil).

In addition, the following charges as estimated and listed below shall also be payable by me:

CGST (9% of the consideration amount

after deducting 1/3rd for land deduction) Rs. _____

SGST (9% of the consideration amount

after deducting 1/3rd for land deduction) Rs. _____

(GSTIN – 27AAACG6703F1ZW)

Stamp Duty as applicable Rs. _____

Registration charges as applicable Rs. _____

Note: The consideration of the unit in our offer has been arrived after adjusting & deducting the Input Tax Credit Benefit under GST.

In case of any change in the tax rates or new taxes, I will pay the same at the applicable rates being levied; I shall be responsible to pay the same.

I have been informed that entire/total/collective parking spaces are a part of the common areas to be handed over to the ultimate body. However, since each unit purchaser has his proportionate share in the parking areas, it is suggested that if unit purchasers are provided designated areas for their parking spaces, a sense of comfort will be achieved. Hence I request that the parking space be designated for me, and I hereby give my consent for similarly designating of parking space for other unit purchasers. I request that the agreement for sale with me and others should state that for the purpose of convenience, all parking spaces will be earmarked for such unit purchasers so as to avoid unnecessary inconvenience to all. I agree that this choice having been made, will not be changed or modified by me, and the allotment of the

parking spaces may be modified by the ultimate body and that I shall not hold you responsible for any changes made by the ultimate body.

I am aware that visitor parkings are not for parking of vehicles of unit purchasers and will be a part of the common area of which the ultimate body will have title.

I am applying on the basis of the conditions attached which I have read and understood and agree to the same.

I also confirm that you have made true and full disclosure of all information, documents, future modification as required by the relevant provisions of law.

The following are the additional conditions and points you are requested to consider and note:

I have/have not been referred to you by an existing customer/real estate broker.

Mr./Ms. _____ of _____

RERA registration number _____

I am enclosing a sum of Rs. _____ Rupees _____

Vide Cheque/DD number _____ drawn on / vide credit card, in terms of this offer and terms and conditions herein.

The said amount is an earnest money amount and your (the Company's) encashing of this payment indicates an acceptance in principal of the price offered and of the terms and conditions annexed herewith. However, the matter shall continue to remain at a negotiating stage only, till such time as all terms and conditions are confirmed and recorded vide a separate document and/or by executing an agreement in my favour.

Thanking you,

Name (Applicant) _____

Signature _____

Details of Applicant:

Name of the Applicant: Mr./Mrs./Ms. _____

Residence/Permanent Address:

Pin: _____ State: _____ Country: _____

Residential Status:

Resident [] Non-Resident [] Foreign National of Indian Origin []

Correspondence/Office Address:

Pin: _____ State: _____ Country: _____

Mobile No: _____ Email: _____

Landline No.: _____ PAN No.: _____

Nationality: _____

NRI/OCI/PIO details _____

Key Specifications – Unit

Sr. No	Location	Specifications
(i)	Structure	The building will be RCC framed structure or partly framed structure and partly load bearing. Columns, beams and slab design will be as per normal practices. Material used in the RCC structure will be as per normal standard practices as available and as specified by the Structural Designer.
(ii)	Internal Walls	Shall be of blocks/brick finished with gypsum plaster and two coats of oil bound distemper. Walls along the corridor may be of glass.
(iii)	Power Supply	A load supply of 70 watts/square meter of carpet area will be provided after applying the suitable diversity factor.
(iv)	Windows	Shall be powder coated sliding aluminum window. Sliding windows/ top hung windows shall be provided. Toilets shall have operable/ sliding aluminum windows/ louveres. Certain walls/areas may have curtain wall glazing or equivalent.
(v)	Waterproofing	The roofs and toilets will be waterproofed. In case of a leakage, the same will be rectified, as under warranty in case any painting is required, only touchup will be done - Variation in the shade of paint is expected and will be accepted. Any breaking, tampering to the structure will render all warranties null and void.
(vi)	Doors	<p>a) Offices shall have tempered Glass doors at the entrance. Shops shall be provided with rolling shutters only. Appropriate Fittings to doors shall be provided.</p> <p>b) Toilets: shall have door frames of developers choice with laminated flush door shutters.</p>
(vii)	Flooring	a. Offices & shops shall have vitrified tiles. Restaurants will have Vitrified flooring of approximate 600mm x600mm. Balcony, passages, attached terraces shall have ceramic tiles or equivalent
(viii)	Toilet within units	a. A provision for toilets will be made in all offices. The purchaser/s may request the promoter to provide a toilet within his unit at such extra cost as decided between parties however the same shall be

		subject to being convenient to the promoter and not affecting the construction quality or schedule in any way
(ix)	Fire Protection	The fire protection system of the building shall be extended into the Unit.
(x)	Staircase treads	Duplex offices (at 12 th floor) shall be provided with RCC/MS staircases with kota tread or as per the discretion of the Promoter.
(xi)	Attached balconies/ terraces	Terrace Parapet wall or railing with Paint finish or 5mm float glass panels with stainless steel support as per design shall be provided
NOTE: For all Electronic/ Mechanical equipment the warranty as provided by the original manufacturer shall be applicable for the customer to avail directly.		

Signature Applicant

THIS OFFER IS BASED ON THE FOLLOWING TERMS AND CONDITIONS:

1. This offer is merely an offer by me (the Applicant) to acquire premises on the company's standard terms of sale of premises with the right to use parking space. This offer does not confer any right or assurance of allotment and the Company has the absolute right to accept or reject this offer at its sole discretion without assigning any reasons whatsoever.

2. I understand that this offer is to be accompanied by an earnest money advance equivalent to 10% of the total consideration for the offer to be considered. This earnest amount of 10% or part thereof is non-refundable in case of the completion of the period of withdrawal of the offer as stated in 3 below or in the event the Company rejects/withdraws the offer as stated in 4 below. If I am paying an amount less than the required 10%, the offer will be considered as partly completed, and the shortfall between the deposit of 10% to be paid along with this offer (as part-earnest money) and the balance of the earnest money to be paid shall be paid within two weeks (14 days) from the date of this offer failing which, the part earnest amount paid by me (the Applicant) shall stand forfeited. Upon payment of the full 10%, this offer shall be treated as completed. The onus to make the payment of the balance earnest amount rests with me and in the event the balance payment is not made within two weeks (14 days), the Company is requested to treat the offer as cancelled/abandoned and forfeit the deposit paid without reverting to me.

3. I however, reserve the right to withdraw this offer within one week (07 days) of the date of this offer for any reason including, if I disagree with any term/s or condition/s of the standard agreement or am not satisfied with plan, layout, specifications, & schedule. In this case, the Company shall return the full amount deposited by me without interest within two weeks (14 days) from the date of withdrawal of the offer. Time is of the essence in clauses, 2 and 3.

4. After I have paid the 10% earnest amount as per clause 2 above, the Company may accept or reject the offer within one week (07 days) from receiving the entire earnest amount. In case the Company, for any reason whatsoever, decides to reject the offer, the Company will refund the entire earnest amount paid by me without interest within two weeks (14 days). In case the Company accepts the offer, then I shall come forward and sign the standard agreement and pay further amounts, if any, as per the agreement and the necessary taxes/duties due within one week (07 days) of being informed of the acceptance of the offer. Till the same is done, the matter shall remain at a negotiating stage only and a binding contract shall be deemed reached only if the agreement is executed and not otherwise. In the event I do not come forward and sign the agreement within the one week (07 days) mentioned herein, the Company is entitled to treat its acceptance of the offer, if issued in writing, as withdrawn and the offer cancelled and Company shall forfeit the entire earnest amount paid in favour of the company. The onus to come forth to sign the agreement rests with me alone.

5. I unequivocally confirm that this offer is not a reservation of a unit nor does it create any right or interest in the unit or the project in any way whatsoever. This offer is merely an offer to purchase a unit and acceptance of the offer shall be done by the

Company executing the unit purchase agreement. The deposit of the amount by the company is only to keep the offer alive. Acceptance of this offer shall not permit the Company to claim any further amounts unless such agreement is signed. Upon the agreement being signed the Deposit amount paid under the Offer stage shall be transferred towards the payment towards the cost of the unit and this shall be reflected in the agreement.

6. I shall make all balance payments to reach the stage of progress of the project as per the agreement within 3 weeks (21 days) of signing the agreement, details of which are shown in the Payment Plan below. The Company is not responsible for any delays for making timely payment; including any delay by the bank/financial institution for disbursements to me on any account. I shall pay interest to the Company as per the agreement on amounts not paid as due. I further shall, in the event of a delay in making the payments as due, abide by the terms and conditions of the agreement, which may be implemented by the Company and shall honor the same.

7. After execution of the agreement, if at all, I shall pay the installments as per the standard schedule annexed herewith. Any delays in payments shall attract interest as per the Rules of the RERA.

8. I confirm that this offer is made for the unit specifically mentioned in the form only and there will be no change in the unit applied for.

9. I confirm that this offer is made as specifically mentioned for the applicant named in the form and that there will be no request for any change of name for this offer.

10. The applicant named herein shall be treated as the representative for all transactional purposes including any notice/information provided to the applicant. I agree to abide by the terms of offer /allotment and also agree to sign the agreement for sale in time as stated herein. I am aware of the provisions of the relevant stamp act and undertake to pay the stamp duty on the relevant documents and keep the Company indemnified in this regard.

11. I shall pay the stamp duty, registration charges, GST as currently applicable for the unit and agree that in case of any changes in the taxes/duties shall receive the benefit in case the taxes/duties are reduced or shall pay the difference in case the taxes/duties are increased.

12. I shall not transfer my rights in the unit post signing of the agreement until possession of the unit is received.

13. If an Applicant does not opt for covered parking and chooses to use open parking space, I confirm that the company may provide the specific earmarked space for parking of the Applicants' vehicle in order to have orderly parking. However, if for any reason, it is held that this allotment of exclusive/demarcated parking is improper then I shall be entitled to use the entire open parking in common with other purchasers. I shall not be entitled to ask for any compensation (or refund of part of the cost paid for purchase of the unit) in such case as the allotment of open parking space is purely ex gratia as a

convenience and beneficial enjoyment by Unit Purchasers and for all practical purposes for easy management of the complex, with no specific interest in my name.

14. I request the Company to send bills/receipts/notices and other correspondence by email and Gera App and the communication by email and Gera App will be treated as having been delivered via Postal Certificate or Registered AD. I shall keep the Company informed in case of any change of email address and contact number and any notice sent to the old/changed email address and Gera App shall be binding if any change is not informed in writing.

15. I confirm seeing the samples of the materials being used and understand that:

a. Color of specific materials such as tiles, paint, polish etc. would be used in the final individual units would be different from the sample unit as I understand that exact shade matching is not possible for a variety of reasons. b. Brand of material in the final individual units might be an equivalent brand at your discretion of what is used in the sample units. c. There may be modifications in the bathroom layout in the individual units from that in the sample unit depending on location of external ducts etc. d. Lintel levels of the doors and windows to the unit shall be as defined by the architect. The final details will be in the agreement.

16. I by virtue of this offer hereby expressly admit acknowledge and confirm that no terms, conditions, particulars or information, whether oral, written or otherwise given or made or represented, including those contained or given in any advertisement, brochure or website by the company and or its agents and or its staff member other than such terms, conditions and provisions as are contained or incorporated in this offer form, shall be treated as having induced the Applicant to make this offer and that this offer has been made by my own free will and volition.

17. Please note I hereby agree that in the event of cancellation/termination as per this offer after 7 days from the date of offer, you are hereby authorized to recover any commission paid to the agent by you from/out of the amounts refundable to me if any. If the entire amount is forfeited by the company, and if the agents brokerage is not recovered back by you, I undertake to make the same good by reimbursing you the same.

18. It is also explicitly understood that till such time as the standard agreement is executed between you and me, the matter shall only be at a negotiating stage.

Signature Applicant

PAYMENT PLAN

Current payment due as per the stage of progress as on the date of offer is ticked in the stage of progress field. The Consideration amount of the unit shall be paid by the Purchaser to the Developer in the following manner:

TENTATIVE PAYMENT SCHEDULE

S. No.	Payment Percentage	Stage	Amount Due
1	10%	On making complete offer (or as stated above)	
		Execution of agreement to be within a maximum of 7 days of acceptance of offer in terms of clause 4 above along with simultaneous registration	
2	10%	Within 7 days of registration of agreement	
3	5%	On Completion of foundations of the building	
4	5%	On Completion of Plinth of the building	
5	5%	On completion of casting of Lower Ground floor slab (The 2nd RCC slab of the building)	
6	5%	On completion of casting of Upper Ground floor slab (The 4th RCC slab of the building)	
7	5%	On completion of casting of first floor slab (The 6th RCC slab of the building)	
8	5%	On completion of casting of third floor slab (The 8th RCC slab of the building)	
9	5%	On completion of casting of fifth floor slab (The 10th RCC slab of the building)	
10	5%	On completion of casting of seventh floor slab (The 12th RCC slab of the building)	
11	3%	On completion of casting of ninth floor slab (The 14th RCC slab of the building)	
12	2%	On completion of casting of eleventh floor slab (The 16th RCC slab of the building)	
13	3%	On completion of casting of twelfth floor slab (The 17th RCC slab of the building)	
14	2%	On Completion of casting Terrace slab including podium/Stilt	
15	5%	Completion of masonry (brick work of the unit)	
16	5%	Completion of internal plaster for the unit	
17	5%	Completion of internal flooring for the unit	
18	5%	Completion of windows of said unit	
19	5%	Completion of lifts, waterpumps, transformer and fire fighting lines	
20	5%	When the unit is ready for possession	
Total	100%		

Signature Applicant

Personal Details:

Date of Birth: ___ / ___ / _____

Mother Tongue: _____ Home Town: _____

Marital Status: Married Single

Anniversary Date: _____

Occupation: _____ Self Employed Professional _____ Business Owners _____

Salaried Executive _____

Organization: _____

Some details of Assets Owned:

Home/s: How many _____

Type/locality: _____

Car/s No/s. _____

Model/Brand: _____

Do you own any other residences from Gera's? Y/N

Please Specify: _____

1. Your Loved Ones:

No. of family members staying together:

Spouse's Name: _____ Date of Birth:

Child Name: (1) _____ Date of Birth: _____

Child Name: (2) _____ Date of Birth:

2. Your preferences & interests:

Holiday Destination/s: _____

Newspaper/s _____

Website/s: _____

Magazine/s _____ TV Channel/s: _____

Sport/s: _____ Hobbies: _____

Entertainment:

Movies _____ Play/Theatre _____

Sport _____ Other _____

Signature Applicant

REMARKS

Checked for Area: -----

Checked for Unit: -----

Checked for Consideration Value: -----

Checked for Taxes: -----

Site Office:

Gera's Imperium Rise

Plot No.1B in Zone A of Pune Infotech – Biotech Park,
Hinjewadi, Phase II,
Village Maan

Corporate Head Office:

Gera Developments Pvt. Ltd.
200, Gera Plaza, Boat Club Road,
Pune 411001, Maharashtra, India
www.gera.in

RECEIPT

RECEIPT for Deposit Amount/Part Deposit Amount as per Offer.

Received with thanks from _____

Rs. _____/-

(Rupees _____ only) Cheque No.

_____ Date: _____ Drawn on _____ Bank _____ Branch, in

favor of Gera Developments Pvt. Ltd.as per terms & conditions of Offer dated

Subject to realization of Cheque/DD/Payorder

Signature of Applicant

Signature

(Office Copy)

RECEIPT

RECEIPT for Deposit Amount/Part Deposit Amount as per Offer.

Received with thanks from _____

Rs. _____/-

(Rupees _____ only) Cheque No.

_____ Date: _____ Drawn on _____ Bank _____

Branch, in favor of Gera Developments Pvt. Ltd.as per terms & conditions of Offer dated

Subject to realization of Cheque/DD/Payorder

Signature of Applicant

Signature

(Applicant Copy)

ARTICLES OF AGREEMENT

This Agreement made at Pune this _____ day of _____ in the year Two Thousand and _____.

BETWEEN

GERA DEVELOPMENTS PRIVATE LIMITED

A Company incorporated under the

Companies Act 1956 having office

at – 200 Gera Plaza, Boat Club Road,

Pune 411 001

through its authorized signatory Mr. Kumar Gera/Mr. Rohit Gera., hereinafter referred to as **“the Promoter”** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns)

...OF THE ONE PART

AND

1. **Mr. / Miss / Mrs. / M/s.** _____, a Company/Firm/an Individual/s/HUF, through its Karta / Director / Partner _____, having his / her / their address/Registered Office/ Principal Place of Business at _____and _____ email _____ address: _____,

2. **Mr. / Miss / Mrs. / M/s.** _____, a Company/Firm/an Individual/s/HUF, through its Karta / Director / Partner _____, having his / her / their address/Registered Office/ Principal Place of Business at _____and _____ email _____ address: _____,

3. **Mr. / Miss / Mrs. / M/s.** _____, a Company/Firm/an Individual/s/HUF, through its Karta / Director / Partner _____, having his / her / their address/Registered Office/ Principal Place of Business at _____and _____ email _____ address: _____,

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 an individual or individuals, his, her or their respective heirs, legal representatives, executors, administrators, successors and permitted assigns, in the case of a body corporate, its successors and permitted assigns, in the case of a partnership firm, the partners from time to time of the partnership firm, the heirs, legal representatives, executors, administrators, and successors of its last surviving partner, its/his/her/their permitted assigns, in case of a Hindu Undivided Family, the karta co-parceners and members from time to time of

the coparcenary and the survivors or survivor of them [part shall be represented by the Karta] and the heirs, legal representatives, executors, administrators, successors and permitted assigns of the last survivor of them, and in the case of a Trust, the trustees for the time being and from time to time of the Trust and the survivors or survivor of them and their successors and permitted assigns)

...OF THE OTHER PART

I. 1. In this Agreement unless: –

- (i) The context otherwise implies, the below expressions shall have the respective meanings assigned to them;
- (ii) The singular shall include plural and vice versa;
- (iii) The masculine gender or reference made thereto, shall include both the other genders and references thereto, as the context may require;
- (iv) The titles to the clauses are only for reference purpose and shall have no bearing on the contents thereof or on the interpretation of the clauses;
- (v) The recitals and Schedules written hereunder and the Annexures annexed hereto form an integral part of this Agreement.
- (vi) Reference to taxes whether specified or not includes all present and future taxes and levies.
- (vii) Unless the subject or context otherwise requires, reference to the word “*include*”, “*includes*” or “*including*” shall be construed as without limitation.
- (viii) 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.
- (ix) 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.
- (x) 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.
- (xi) When any number of days is prescribed in any document, the same shall be reckoned excluding the first and inclusive of the last day.
- (xii) 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.
- (xiii) Time is of the essence in respect of the performance by 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;
- (xiv) 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.

(xv) 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.

(xvi) 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;

WHEREAS:

A] All that piece and parcel of land situated within the jurisdiction of Sub Registrar Mulshi at Poud in Taluka Mulshi, Dist. Pune being Plot No.1B admeasuring an area of 14855 Sq.mtrs. in Zone A of Pune Infotech – Biotech Park, Hinjewadi, Phase II at Village Maan Hereinafter collectively referred to as the “**PROJECT LAND**” and more particularly described in **Schedule 1** hereunder is owned by the Maharashtra Industrial Development Corporation (MIDC).

B] i. State Government acquired various lands bearing situated at Village Maan, Taluka Mulshi, District Pune for extension of Pune Infotech Park (Hlnjewadi) and also took possession thereof and transferred the same to the Maharashtra Industrial Development Corporation.

ii. By Notifications published in the Govt. Gazette Govt. acquired various said lands as per the provisions of the Maharashtra Industrial Development Act, 1961 and possession thereof was given to the MIDC and remarks to that effect were mentioned in village form no. 7/12 of various said lands so acquired.

iii. Maharashtra Industrial Development Corporation amalgamated the acquired lands and divided the same into A, B, C and D Zones and layout thereof was sanctioned.

iv. By an Indenture of Lease dated 26.03.2004 MIDC granted a lease of land admeasuring 103.37 Acre to International Biotech Park Ltd. for a period of 95 years for consideration and rent and on the terms and conditions mentioned therein. The said Indenture of Lease is registered at the Office of Sub Registrar Mulshi at Sr.No.4072/2004 on 19.07.2004.

v. International Biotech Park Ltd. prepared a layout of the said land subdividing the same in plots of different areas and the said layout was sanctioned by the M.I.D.C. by its Order No.MIDC/CP/361 dated 19.04.2011.

vi. The Entire Land i.e. Plot No.1B admeasuring 14855 sq. mtr. is allocated for commercial use subject terms of the lease deed and Development Control Regulations 2009 of MIDC. The said Plot No.1B has been identified and designated as a “Commercial” plot in the said MIDC approved layout, which can be used in accordance with the Development Control Regulations applicable to the said Plot.

vii. International Biotech Park Limited has carried out certain development on portion of the said Plot admeasuring approx. 861 Sq.mtrs. or thereabout in accordance with the plans approved by MIDC in respect thereof and compliance of all the applicable laws, rules and regulations in relation thereto.

viii. For just and sufficient reasons International Biotech Park Limited decided to assign the said Plot and abandon their plans to develop the said Plot.

ix. By Deed of Assignment and Special Power of Attorney both dated 16.12.2015 registered at the Office of the Sub Registrar Mulshi 2 at Serial Nos.10187/2015 and 10188/2015 respectively, International Biotech Park Limited assigned and transferred all its leasehold right in respect of the said "**Project Land**" i.e. Plot No.1B admeasuring 14855 Sq.mtrs. (including developed portion of the said Plot admeasuring 4000 Sq.mtrs. as stated above) to Gera Developments Private Limited i.e. the Promoter herein. Permission for said assignment was given by MIDC by its letter no. NO/MIDC/ RO(2)/ Pune /3799/2015 dated 24.08.2015.

C] By virtue of the above Deed of Assignment and Power of Attorney the Promoter alone has the sole and exclusive right to construct and allot/sell shops, offices, units etc. in the said building/s to be constructed or being constructed on the said Project Land and to enter into agreement/s with the Allottee/s of the shops/offices and to receive the sale price thereof.

D] The Promoter decided to develop the Project Land in phases and sell the shops, offices, units therein on ownership basis. The Promoter prepared a layout and building plan for the development of the said Entire Land which was approved and sanctioned by the M.I.D.C. vide its letter No.EE/IT/Plan/C8378 **B12809 dated** 12.4.2016. Thereafter, the Promoter has obtained approvals from the M.I.D.C vide its letter No. _____ dated _____. The Promoter is developing the available FAR/TDR/FSI out of the said Project Land described in Schedule IA by constructing a commercial building known as "**Gera's Imperium Rise**".

F] As per the recitals stated above the Promoter alone has the sole and exclusive right to develop the Project Land, more particularly described in **Schedule- 1** by constructing multi-storied building/s.

This shall be done through a contributory basis by Unit Allottee/s (in addition to Common area maintenance (CAM) contributions) with effect from the date of notice for possession or completion or date the unit is ready for possession whichever is earlier.

AND WHEREAS the Promoter is in possession of the Project Land.

AND WHEREAS the Allottee applied for and is offered a Unit, (herein after referred to as the said "**Unit**") in the said Building being constructed by the Promoter. The said "**Unit**" has been more particularly described in Third (A) Schedule annexed hereto.

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects. However, the Promoter shall have the right to remove and substitute the Architects until the said entire project shall be completely developed.

AND WHEREAS the Promoter has registered the Project under the provisions of the Act and a authenticated copy of the registration certificate is annexed hereto as **Annexure ' _____'**;

AND WHEREAS the Promoter has appointed a Structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings. However, the Promoter shall, in its discretion, have the right to remove and substitute the Structural Engineers and / or Architect until the said entire Project shall be completely developed.

AND WHEREAS by virtue of the said Deed of Assignment, the Promoter has sole and exclusive right to sell the Units in the said building/s to be constructed by the Promoter on the Project Land and to enter into Agreement/s with the Allottee/s of the Units and to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the Allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title (and has/have read the terms of the Lease Deed in between the MIDC and International Biotech Park which is assigned to the Promoter herein and Unit Purchaser/s agree/s that this agreement is subject to the said terms and are also binding on him/her/them. The Allottee/s agree that this agreement is subject to the said terms and are also binding on the Allottee/s and thereafter has/have satisfied himself/herself/themselves and has/have thereafter agreed to purchase the unit/s from the Promoter) relating to the Project Land and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Act and the Rules and Regulations made thereunder. The Allottee/s has got the same independently verified and is duly satisfied with the same.

AND WHEREAS the authenticated copies of Certificate of Title issued by the Attorney at Law or advocate of the Promoter, the documents relating to the title, NA Order, Commencement Certificate/s, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the Project Land on which the Units are constructed or are to be constructed have been annexed hereto and marked as **Annexure '1' and '2'**, respectively. The same is hereby to the satisfaction of the Allottee, acknowledged and confirmed by the Allottee/s.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project

have been uploaded on the website of the Authority and the plans have been inspected by the Allottee and the reference/relevant certificate number is marked as **Annexure “3”**.

AND WHEREAS the authenticated copies of the building plans and specifications of the Unit agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been inspected by the Allottee and the reference/relevant certificate number is marked as **Annexure “4”**.

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) for the plans of the said 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 Building.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government 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 said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS The Allottee/s is/are informed that the Ministry of Environment and Forests, GOI mandates certain features which are provided by the Promoter. However the MOEF, GOI also mandates continuous maintenance and upkeep of these features by the Unit Allottee/s on a perpetual continuing basis.

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans and received the plinth checking certificate for a portion of the building vide certificate No.EE/IT/C-07920/2017 dated 08 June 2017.

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

AND WHEREAS the Allottee/s has full knowledge of the terms and conditions contained hereinabove and in the documents recited herein. The Promoter has made full disclosure to the Allottee/s as per law. The Allottee/s is aware of the fact that save and except the building, construction whereof is presently proposed, the scheme of development is subject to change and/or modifications, as desired by the Promoter and the Allottee/s has no objection to the same;

AND WHEREAS prior to the execution of these presents the Allottee/s has agreed to pay the consideration for the said Unit as detailed in the Fourth and

Fifth Schedule hereto which includes a part payment received on or before the signing hereof. Along with the offer to purchase the Unit from the Promoter, the Allottee/s has requested to treat the monies paid in terms of the offer letter as a part payment of the sale consideration of the Unit agreed to be sold by the Promoter to the Allottee/s as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee/s has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS certain Allottees have entered into agreements prior to the date of registration of the Project under the Act. These allottees have been allotted the exclusive right to use parking space in the basement/stilt or open areas. This Allottee confirms that those arrangements shall continue unfettered and that this allottee and/or his successors in title shall not object to the exclusive right of the other allottees to use their allotted parking spaces.

AND WHEREAS under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Unit with the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

AND WHEREAS in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties and the Allottee/s, having fully understood all the disclosures made by the Promoter, the Promoter hereby agrees to sell and the Allottee/s hereby agrees to purchase the Unit and the proportionate rights in the common general areas and common parking areas.

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

The contents of the riders herein wherever applicable shall be deemed to be incorporated in this, the operative part of this Agreement. For the sake of brevity and convenience, it is not repeated.

1. DEFINITIONS

a. **“Act of God”** or **“Force Majeure”** shall include but not be restricted to any natural calamity, act of legislature, restrictions by Courts, man-made calamity like riots, wars, civil commotion, accidents and acts beyond the control of the Promoter.

b. **“Amenity Space”** shall mean the portion of the land that is to be earmarked and developed in terms of the Development Control Rules of the local authority, for which the compensation may be in the form of FSI to be used by the Promoter in the Project (or as TDR if permissible).

c. **“Apartment”** or **“Unit”** or **“Said Unit”** or **“said Apartment”** shall mean the Unit agreed to be purchased by the Allottee/s with carpet area of the Unit, carpet area of the balcony, carpet area of the terrace, and proportionate share

in the Common General areas and Common Parking Areas, which is more particularly described in Third (A) Schedule hereunder.

d. “Carpet area of the Unit” shall mean the net usable floor area of a Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Unit for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Unit for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Unit. In case of an enclosed balcony, the carpet area of the Unit shall be measured till the line of the balcony shown in the sanctioned plan, excluding such balcony. Where the Unit is situated on two levels/floors (duplex) the area of the staircase and the area below the staircase shall be considered as a part of the carpet area. The method of calculating the carpet area has been clarified by the Government of Maharashtra vide Circular dated 4/2017 dated 14 June 2017. In the event of any methodology, being required, is changed leading to a changed area, such a change shall have no bearing on the consideration so long as the said Unit is constructed as per the sanctioned plans and sale plans annexed herewith.

e. “Useable Area of balcony” shall mean the area of the balcony, which is appurtenant to the net usable floor area of an Unit, meant for the exclusive use of the Allottee. When the balcony is enclosed, the usable area shall be measured from the line of the Unit as per the sanctioned plan till and excluding the external walls, however, in case of any internal walls between balconies or rooms, the area of such internal partition walls shall be included in the usable area of the balcony.

f. “Useable area of Terrace” shall mean the area of the terrace, which is appurtenant to the net usable floor area of an Unit, meant for the exclusive use of the Allottee. The area of the terrace shall be calculated till the outer edge/s of the terrace slab i.e. it shall include the railing.

g. “Useable area of Utility” shall mean the area of utility, which is appurtenant to the net usable floor area of a Unit, meant for the exclusive use of the Allottee. The area of the utility shall be calculated till the outer edge/s of the terrace slab i.e. it shall include the railing or till the inside of the parapet wall, as the case may be.

h. “Common Area Maintenance” or “CAM” shall mean the management, upkeep and maintenance of the Common Areas of the Project and includes but is not limited to cleaning/housekeeping, security, sanitation, upkeep of all common areas including any facilities/features required to be provided on account of the Environment Clearance provided by the Ministry of Environment and Forests. etc.

i. “Common Area Maintenance Charges” or “CAM Charges” shall mean the charges payable towards the CAM, ground rents, taxes, water charges and costs payable to any authority. It shall include 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, gardens, security, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s salaries, wages, of the people engaged for the ultimate body, electricity charges, water charges, all annual maintenance charges and maintenance costs of all equipment and machineries, including STP, elevators, DG set, mechanical parking (if provided), club house, swimming pool and all other expenses of and incidental to the management and maintenance of the said project land and structure. Any expenses on account of the Environment Clearance provided by the MOEF. Cost of personnel to run and operate the equipment, spares and consumables for equipment and maintenance, cleaning (including façade), receptionists in lobbies and security personnel and all other expenses necessary and incidental to the Management and maintenance of the said land and building/s. CAM Charges shall always exclude costs of water procured by tankers and costs of diesel

j. “Common Areas” shall mean the Common General Areas plus the Common Parking Areas, the total of which is to be conveyed to the ultimate body with proportionate title to the Unit Allottees.

k. “Common General Areas” shall mean the areas, amenities and facilities within the Project, all within the Project Land, intended for the common use of, inter alia, Allottees, owners and occupants, from time to time of the Units, and more particularly described in Seventh Schedule annexed hereto which is to be conveyed to the ultimate body with proportionate title to the Unit Allottees. Common General Areas shall include the area designated for parking of vehicles of visitors to the project but always exclude Common Parking Areas.

l. “Common Parking Areas” shall mean the aggregate parking area (open and covered at all levels) and may include mechanical parking earmarked for the parking of vehicles of the Unit Allottees which is to be conveyed to the ultimate body with proportionate title to the Unit Allottees.

m. “Default” shall mean any non-compliance of the terms and conditions of this Agreement and includes not making payments on or before the due date in terms of this agreement. A default is deemed to have occurred immediately upon the breach of any condition or missing the deadline for payment of any amount or installment due.

n. “Discretion of the Promoter”, or “Promoter’s discretion”, and any grammatical variations thereof, shall mean, 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.

o. “Entitlement” of the Promoter, and/or the Promoter being “entitled”, and any grammatical variations thereof, the same shall mean 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.

p. “Intent to terminate notice” or “cure notice” shall mean a Notice sent or required to be sent to the Allottee or the Promoter, as the case may be, by the other party, providing a period of 15 days to make good of the default. A Notice of default with a period to cure / make good the default shall automatically be considered as Intent to terminate notice or a cure notice.

q. “Liquidated Damages” shall mean the pre-estimated liquidated damages payable by the Allottee/s together with the brokerage/commission paid to the estate agent/s in relation to the allotment of the Unit, which the Parties mutually confirm that they consider the same to be reasonable and not amounting to a penalty.

r. “Notice” shall mean any communication by the Promoter to the Allottee. The said communication shall be by e-mail or courier with the proof of delivery or Registered Post Acknowledgement Due. The Promoter may at his discretion provide the Allottee access to a mobile application with web access. The Allottee shall install the App on a mobile phone or access via the URL provided by the Promoter. In the event the mobile app is created, any communication over the application shall be considered a notice.

s. “Notice of default” shall mean a notice sent by the Allottee or the Promoter as the case may be to the other party describing the nature of any default that has taken place by the other party.

t. “Payment Plan/Schedule” shall mean the payment plan/schedule more particularly described in the Fifth Schedule to this Agreement. The time of payment or timely payment of each of the installments as per the Payment Plan/Schedule and/or any other payment due or payable under this agreement shall always be the essence of this Agreement.

u. “Permitted Assign” shall mean an assignee approved by the Promoter if assignment is to be done before the execution of the Deed of Conveyance in favour of the Allottee.

v. “Plans” shall mean the plans, drawings and layout as currently approved and sanctioned by the MIDC 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, or any part 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.

w. “**Project**” shall mean a single building project as is more particularly described in the Second Schedule and shall include the common areas more particularly described in the Seventh Schedule.

x. “**Project Land**” shall mean the land more particularly described in the First Schedule to this Agreement. In the event any additional land is subsequently added by following the provisions of law, the meaning of the word “Project Land” shall automatically stand amended to include such additional land.

y. “**Said Building**” shall mean the Building wherein the said Unit will be a part.

z. “**Taxes**” shall mean all present, future, and enhanced taxes, imposts, dues, duties, impositions, fines, penalties, etc., by whatever name called, imposed/levied under any Applicable Law 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 Unit and/or the Common areas and facilities and/or this Agreement and/or upon the Purchase Price and/or any or all of the other Payment/s referred herein, and/or upon the Ultimate body to be formed 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, local body tax, property rates and taxes and cesses, stamp duty and registration charges, and any 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.

aa. “**Terminable Default**” shall mean a default, whereby the non defaulting party is provided with the right to terminate this agreement in the following cases:

i. In the case of default not relating to payment is not cured or made good within the period mentioned in the termination notice;

ii. In the case of default in making payment as per the due date mentioned in any cure notice;

iii. In the case of default in making payment immediately upon the occurrence of a default being the fourth instance of a delay in payment where the previous three delays were cured as per the cure notice or where any previous delay/s though not cured during the cure notice, were condoned by the promoter.

bb. “**Termination notice**” shall mean the notice by which this Agreement stands cancelled pursuant to a Terminable Default taking place.

cc. “**The Act**” shall mean the Real Estate (Regulation and Development) Act, 2016.

dd. “**Ultimate Body**” shall be an entity consisting of the allottees formed by the Promoter, more particularly described in the Eighth Schedule.

2. NAME OF THE PROJECT

The development on the Project land aforesaid shall always be known as defined in the Second Schedule or by such other name as may be desired by the Promoter, this covenant shall be binding upon the successors in title of the Promoter and/or the Allottee/s including the Ultimate Body (formed in the manner as provided hereunder) in perpetuity.

3. DESCRIPTION OF THE PROPERTY

The Property / Land on which the said Project, more particularly described in the Second Schedule hereto, shall be developed, is more particularly described in the First Schedule hereto.

The Promoter shall construct the said Project on the Project Land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

4. DESCRIPTION OF THE UNIT

The Allottee/s hereby agrees to purchase from the Promoter the Unit more particularly described in the Third (A) Schedule hereto.

5. CONSIDERATION & PAYMENT SCHEDULE

a. The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s the Unit as described in the Schedule written hereunder at a consideration/Purchase Price more particularly detailed in the Fourth Schedule written hereunder.

b. The total consideration of the Unit includes the proportionate price towards the common general areas which are more particularly detailed in the Seventh A schedule written hereunder.

c. The total price amount referred to in the sub clause above payable by the Allottee/s to the Promoter is inclusive of: (i) Cost of the Unit, (ii) Infrastructure Cost, (iii) MIDC charges and (iv) MSEDCL charges but excluding power supply and running costs.

d. The total above is excluding taxes and any other amounts specifically mentioned herein as payable. Further it excludes (a) diesel and water procurement by tankers or otherwise and consumption charges till the final hand over (b) any other dues as herein otherwise contained all of which shall be payable as may be applicable. The amounts due shall be paid by the Allottee/s as and when due and called upon to do so by the Promoter in terms of this Agreement. It also excludes refundable deposits to be paid for the Unit to any Authority/ies.

Provided the Allottee/s shall not be entitled to claim possession and/or allotment and/or transfer of the said Unit until the Allottee/s has/have paid the full and complete dues and consideration payable to the Promoter under this Agreement or by a separate contract or otherwise.

The Promoter is entitled to merge or consolidate two or more installments in its sole discretion by simultaneously executing the contemplated work in the Payment Plan/Schedule.

e. 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 any Act of God or due to stoppage of work on account of a work stop order by any authority/ies or any strike or non availability of labour or material which is beyond the control of the Promoter. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., or for escalation as provided in this clause, the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect or supporting documentation authenticated by an Architect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

6. MODE OF PAYMENT

a. The Promoter shall send a notice to the Allottee/s intimating the Allottee/s the date the milestone mentioned in the Payment Plan is expected to be completed atleast 7 days prior to the milestone to being completed. The Allottee/s shall pay the amount due under the said installment within the time stipulated in the notice and upon milestone being achieved.

b. All payments mentioned herein shall be made by NEFT or RTGS or account payee cheques or demand drafts or Bankers Cheques or Pay Orders payable at par on banks in Pune and not otherwise. The date of payment shall be considered as the date on which the payment is credited to the account of the Promoter in Pune. Bank charges for outstation cheques shall be borne by the Allottee.

c. The Allottee/s shall be obliged to pay to the Promoter interest at the same rate payable by the Promoter to the Allottee, as provided under the rules of the Act, on the amount of the installments and/or due/s in arrears for the period of the delay in payment of such installments and/or dues, without prejudice to the rights of the Promoter as provided hereinbelow.

d. Any failure by the Allottee/s to make any payment/s on or before the due date shall be considered as a default or a terminable default, as the case may be.

e. The Promoter has considered rebates for early payment and factored in the same in arriving at the Payment Plan. This provision having been agreed between the Parties cannot be revised.

f. The Allottee/s authorizes the Promoter to adjust/appropriate all the 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/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

7. TAXATION:

i. The consideration herein is exclusive of taxes. The Allottee/s hereby agree/s that in the event of imposition of any additional new tax or revision in taxes by Government of India or State of Maharashtra or Gram Panchayat/Zilla Parishad/Collector/Authority which will affect development of the lands construction, purchase, sale of property then in that case, the Promoter shall be entitled to claim the same from the Allottee/s on pro rata basis, if such tax is required to be paid then, such tax or burden will be calculated by the Chartered Accountant and project Architect. The calculations of such tax calculated by Chartered Accountant and project Architect will be provided to the Allottee/s and the Allottee/s shall be bound to pay the same. If such tax is levied before the possession of the said Unit is given, then in that case the Allottee/s shall pay the same as due before taking possession and in case possession of the said Unit is given then in that case within 15 days from demand of such amount by the Promoter. So also, if the tax is levied after possession, the Allottee/s shall be liable to pay his/her/its/their share of the same without demur.

ii. The Allottee/s hereby further agree/s that in the event of any amount not already referred to herein by way of premium or deposit payable to the Central or State Government or betterment charges or development charges or development tax or any other amounts or charges or taxes payable to any body or authority for grant of any permission/NOC/license or connection or installation of any services or any other tax or statutory liability or payment of a similar nature, being demanded from the Promoter, the same shall be reimbursed by the Allottee/s to the Promoter in proportion to the area of the aforesaid Unit, agreed to be acquired by the Allottee/s and in determining such

amount, the decision of the Promoter shall be conclusive and binding upon the Allottee/s. In addition to the consideration and other amounts also payable by the Allottee/s, the Allottee/s shall be liable to pay to the Promoter the sum calculated at the rate and on the basis prescribed and payable as and by way of Works Contract Tax, if payable to the Government of Maharashtra, GST and/or other dues to the State or Centre by means of taxes or otherwise before handing over the possession of the said Unit as aforesaid.

iii. Amounts due from the Allottee/s shall automatically create a charge of the Promoter on the said Unit.

iv. Any deduction of an amount made by the Allottee/s on account of Tax Deducted at Source (TDS) as may be required under the law for the time being in force while making any payment to the Promoter under this Agreement shall be deemed to have been paid by the Allottee/s and received by the Promoter and acknowledged / credited by the Promoter, only upon Allottee/s submitting original tax deducted at source certificate and the amount mentioned in the certificate is matching with Income Tax Department site. Such certificate shall be given by the Allottee/s after end of every financial year on or before 30th April regarding the payments made during the said previous financial year or before delivery of possession of the said unit whichever is earlier. Non compliance of the terms of this clause shall be treated as non-payment or default on the part of the Allottee/s and Promoter at its discretion shall be entitled to exercise its rights accordingly including charging of interest as charged by Income Tax Dept., termination, etc. The Promoter, at its discretion and without prejudice to its other rights, shall be entitled to withhold delivery of possession of the Unit until Allottee complies with the above. Without prejudice to its other rights and at its discretion / option, before handing over the possession of the unit, if any such certificate is not produced, the Allottee shall, on demand made by the Promoter, pay equivalent amount as interest free deposit with the Promoter, which deposit shall be refunded by the Promoter on the Allottees producing such certificate within 4 months of the possession. Provided further that in case the Allottee/s fail/s to produce such certificate within the stipulated period of the 4 months, the Promoter shall be entitled to appropriate the said Deposit against the receivable from the Allottee/s.

8. EVENT OF DEFAULT IN PAYMENT AND INTEREST IN CASE OF DEFAULT

a. Without prejudice to the right of the Promoter to charge interest in this Agreement, the Allottee/s on committing any default in payment of any amount due from the Allottee/s, under this Agreement on the due date, shall be considered a default or a terminable default, as the case may be.

The word amount in this sub clause shall mean any dues due from the Allottee under any head in this Agreement.

b. Any condonation or leniency shown by the Promoter or delay or extension in timely raising of bill or invoice by Promoter in this case shall not mean a waiver and shall not affect the right of the Promoter to terminate this Agreement in terms of this clause.

9. FIXTURES, FITTINGS AND SPECIFICATIONS

The fixtures, fittings and specifications of the Unit to be provided by the Promoter in the said Unit as are set out in the Third (B) Annexure, annexed hereto. The Allottee/s hereby agrees, declares and confirms that save and expect the fixtures, fittings as mentioned in the said Third (B) Annexure, the Promoters shall not be liable, required and/or obligated to provide any other fixtures, fittings, materials in the said Unit.

10. OPTIONS OF SPECIFICATIONS

Notwithstanding the fact that as defined in the Third (B) Schedule hereto, where the choice of specifications lies with the Promoter, it is agreed to between the Promoter and the Allottee/s that in the event of the Promoter choosing to offer any options and the Allottee/s choosing any of the alternative options offered by the Promoter in the said Unit to be purchased by him/her/it/them, the Promoter shall provide the same, provided that the Allottee/s agree/s to pay and pays the extra costs involved in advance and that provided the options so selected, are communicated in writing to the Promoter sufficiently in advance within the time limit as decided by the Promoter and not thereafter. Options once selected shall be binding on the Allottee/s and shall not be changed for any reason whatsoever.

11. POSSESSION

11.1 DATE OF POSSESSION

a. The Promoter shall give possession of the Unit to the Allottee/s as per the date mentioned in the Sixth Schedule hereto.

b. In the event the Allottee/s is served with a notice to take possession, but does not do so within 30 days of the receipt or deemed receipt thereof, the Allottee/s shall be liable to pay the Promoter a sum as mentioned in the Fourth (B) schedule as holding charges, which include the charge for looking after the Unit, replace any fitting/s that may get stolen and to provide the Unit in a proper condition when the Allottee/s comes to take possession thereof. This holding charge shall be applicable from the date the Allottee/s is being invited to take the possession till the date of possession.

c. This holding period shall not exceed 60 days and if the Allottee/s does not take possession for a period in excess of 60 days, he shall be deemed to have committed a terminable breach of the Agreement and the Promoter may terminate this Agreement by issuing a termination notice. The consequence of termination shall ipso facto follow.

d. The Allottee hereby agrees and confirms that it does not have any objection with regard to receiving the possession of the Unit at such early date

from the Promoter and, as such, hereby admits and undertakes to make full purchase price in respect of the Unit and all other amounts payable by the Allottee in respect of the Unit at such early date, in the event the Promoter is able to expedite the development of the project and handover the possession of the Said Unit at such early date. It is clarified that in the event the Promoter provides the possession of the Unit to the Allottee at such early date, then such early date on which the Promoter offers the possession of the Unit shall be construed as the Possession Date under this Agreement. Provided however that the aforesaid Possession Date is subject to extension as per the dates provided at the time of registration of the project as per the Act.

11.2 PROCEDURE FOR TAKING POSSESSION -

a. The Promoter on its behalf shall offer the possession to the Allottee/s in writing upon receiving the occupancy certificate of the Project. In the event the Promoter is claiming the right to occupy the Unit is deemed to have been given by the Authority, the Promoter shall get a certificate from the Architect stating the same. This statement shall suffice as the Occupancy Certificate for this agreement.

b. The Promoter shall invite, the Allottee shall inspect the Unit and take possession. The Allottee/s may exercise his right to inspect, measure, and confirm that he is satisfied with the Unit. Upon the Allottee/s taking possession, it shall be deemed to be to the satisfaction of the Allottee/s. No objection thereafter shall be raised on these issues.

c. Upon written request by the Allottee/s, the Promoter shall confirm the final carpet area and usable area of the terrace and usable area of the balcony that has been allotted to the Allottee/s after the construction of the Building is complete and the occupancy certificate or completion certificate is granted by the competent authority. In the event of any variation in the carpet area and usable area of the terrace and usable area of the balcony the Promoter shall furnish details of the variation, subject to a maximum of three percent - it may vary up to 3% due to plaster, tiling, skirting, ledges and structural members etc. The total price payable for the carpet area and usable area of the balcony and usable area of the terrace shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area and usable area of the balcony and usable area of the terrace within the defined limit then the Allottee/s shall deduct the proportionate amount and make the final possession installment. If there is any increase in the carpet area and usable area of the balcony and usable area of the terrace allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee, and the Allottee shall make this payment before taking possession of the Unit. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement and the sq mtrs. rate shall be derived therefrom.

d. In the event the carpet area and usable area of the balcony and the usable area of the terrace is less by over 3%, the same would be treated as a terminable default and the Allottee/s shall have the option to claim a refund for the area or cancel the Unit purchase by issuing a termination notice to the Promoter. In the event the carpet area and usable area of the balcony and the usable area of the terrace is more by over 3%, the same shall be treated as a terminable default and the Promoter shall have the option whether to provide a refund of the amounts paid and cancel the Unit purchase by issuing a termination notice to the Allottee/s or claim the proportionate extra amount for the extra area. In case either party exercising their right to terminate the process as per the termination and the consequences of termination herein shall be followed.

e. At the time of being invited to take possession, the Allottee/s may express in writing his/her/their dis-satisfaction with the said Unit, or upon possession (having been taken by the Allottee/s after inspection and satisfaction regarding the materials, carpet and usable area and workmanship), the Allottee/s may express, in writing within 14 days from the possession date, his/her/their dis-satisfaction with the said Unit/s. In such a case of receiving the note of dis-satisfaction, the Promoter, at its sole discretion, (without assigning any reason thereof) has the right to terminate this Agreement and in case of such termination, the Promoter shall refund the amounts paid by the Allottee/s to the Promoter along with the interest mentioned in the rules of the Act, from the date of termination till its realization and Allottee/s shall be bound to accept the same and return the possession and cancel these presents as per the provisions of termination stated herein.

After the expiry of period of 14 days from date of possession it shall be presumed that the Allottee/s is/are fully satisfied with the said Unit/s and the development.

f. If the Allottee/s requests the keys to the Unit for fit outs/ furniture/ fixtures purposes, the same would be handed over only on the receipt of the balance consideration. This shall not mean handing over of possession. If for whatsoever reasons the Allottee/s occupy the Unit/s before issuance of occupancy certificate by concerned authorities and if it/they (Authority/ies) charge compounding fees known as "Tadjod" for the said pre-occupation of the said Unit by the Allottee/s then the Allottee/s will be solely liable at his/her/their own cost to pay the said fee or any other charges thereto for his/her/their own Unit and proportionate share to common areas and the Allottee/s shall keep the Promoter indemnified for the same.

g. The Allottee shall take possession of the Unit within 15 days of the written notice from the Promoter to the Allottee intimating that the said Unit/s is/are ready for the use and occupancy.

h. Promoter shall give possession of the Unit/s to the Allottee/s as per the provisions of this Agreement. In case the Allottee/s fails to take possession within the time provided, the Allottee/s shall nevertheless be liable

to pay maintenance charges as applicable 15 days after the date of receipt of notice by the Promoter to take the possession of the said Unit.

11.3 DEPOSITS AND PAYMENTS DUE AT THE TIME OF POSSESSION

All amounts due under all heads whatsoever, including deposits, shall be paid by the Allottee/s prior to the possession being handed over.

11.4 DELAY IN HANDING OVER POSSESSION

a. If the Promoter fails to abide by the time schedule for completing the Project and handing over the Unit to the Allottee/s as defined in the Sixth schedule hereto, the Promoter agrees to pay to the Allottee/s, provided the Allottee/s does not intend to withdraw from the Project, interest as specified in the Rules of the Act, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession.

b. If the Promoter fails or neglects to give possession of the Unit to the Allottee/s on account of reasons beyond its control and of its agents by the aforesaid date then the Promoter shall be liable, on demand, to refund to the Allottee/s the amounts already received by it in respect of the Unit with interest at the same rate as charged to the Allottee/s for delayed payment from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

c. Provided further that the Promoter shall be entitled to an extension for a period of 6 months and such further reasonable extension of time for giving delivery of Unit on the aforesaid date, as may be granted by, on such terms and conditions and on payment of such fees as may be prescribed by, the concerned authority/ies, if the completion of building in which the Unit is to be situated is delayed on account of -

- 1) War, civil commotion
- 2) Act of God;
- 3) Any notice, order, rule, regulation, notification or directive of the Government and/or other local or public or private body or competent authority/court/tribal/any quasi judicial body or authority;
- 4) Any prohibitory order of any court against the development of the building/land;
- 5) Flood, drought, cyclone, fire, earthquake, or any other calamity caused by the nature affecting the regular development of the real estate project;
- 6) Non-availability of cement, steel or other building material, water or electric supply/connection or drainage/sewerage connection or labours etc.; or
- 7) Delay on account of the following:

- i. Minor or major Fire or explosion or accident at the site not caused due to any negligence by the Promoter; or
- ii. Strikes or agitation by the workers, employees or laborers of the Promoter or the contractors or suppliers; or
- iii. Government seizures of the equipment and/or plant of the building
- iv. Any judgment of a competent court or any legislation or regulation or statutory or regulatory change of a governmental entity prohibiting the performance of this Agreement;
- v. Delay in issue of the occupation certificate and/or grant of any no objection certificate, permission, approval, sanction, license and/or order as may be required in respect of the Said Unit for reasons not attributable to the Promoter.
- vi. Act of interference or action by civil or military authorities, act of terrorism, or act of a public enemy, acts of belligerents or foreign enemies, riots, blockages, civil disturbance, revolution, rebellion or insurrection, exercise of military or usurped power.

d. The Promoters shall, wherever it is necessary, intimate the authority in this regard.

e. The Promoter shall not be liable to pay any compensation to the Allottee/s for delay on any account of the abovementioned reasons & or situations or conditions.

12. DEFECT LIABILITY

The parties hereto have executed, simultaneously herewith a Defect Liability Agreement.

13. COMMON AREAS

The common general areas and the common parking areas, as described in the **Seventh Schedule** hereto, shall constitute the common areas and which shall ensure for the more beneficial use and enjoyment (in common with one another) of the holders, for the time being, of the various Units comprised in the said Project. Barring what is stated in the Seventh Schedule hereto, the Promoter shall not be required to provide any further amenities, facilities, equipment etc for the common general areas. The Allottee/s shall have no claim whatsoever in the common areas which will remain the area of the Promoter until the Conveyance is done and until the charge is handed over to the Ultimate body. The common areas and facilities as stated above shall be for the common use of all the Unit holders.

Though the car / scooter/ cycle parking areas shall be of all the unit owners or their organisation, it is the necessity and requirement of the unit Allottee/s that various parking spaces be got, specified for use among them to have orderly and disciplined use and to avoid confusion, disputes and differences among them. With this view, the promoter, on the request of the unit Allottee/s herein is

keeping a register/ record of such designations / selections of parkings to be done by the unit Allottees among themselves which selections are to be recorded in the documents of formation of the Ultimate body and can be modified by the Allottees in terms of the said documentation. The Promoter has not taken any consideration for such selection. It is specifically agreed by the Allottee/s herein that the above work is being done by the Promoter ex-gratia on the request of the Allottee/s, and the same is not to be deemed as a sale by the Promoter and that if for any reason it be held that such selection/ designation of limited common areas (parking/s) by the Allottees of the units among themselves is not proper then the Allottees (including Unit Allottee herein) shall be entitled to use entire parking area in common with others and the Unit Allottee herein shall not be entitled to ask for refund of any amount or for compensation as price herein agreed is only for the Unit.

14. 1. COMMON AREA MAINTENANCE (CAM) AND SINKING FUNDS

a. The Allottee/s agree and undertake to pay, with effect from the date of completion or date of possession, whichever is earlier, irrespective of whether the Allottee/s has/have taken possession of the said Unit or not, the Allottee's proportionate amount as mentioned in the Fourth (C) Schedule towards bearing the cost of the CAM charges and amount as mentioned in the Fourth (D) Schedule towards the sinking fund for the repairs and maintenance of the building/s and/or the Project as determined by the Promoter or the Ultimate body, as the case may be.

b. The Allottee/s is/are informed that the concerned authority will provide piped water supply in due course and the Allottee/s agree to pay for tanker/bore well water until the water is made available and thereafter in case of any shortfall in the water supply. The Promoter is not required to pay for water for individual Unit Allottee/s or common area requirements.

c. The amounts collected under the Fourth (C) Schedule will be used along with the interest accrued for the CAM and to shall cover all costs related to CAM Charges and all other expenses of and incidental to the management and maintenance of the said project land and structure(s). The Allottee/s hereby indemnifies and keep indemnified the Promoter against the aforesaid payments and charges. It is agreed that the Allottee/s shall pay the Allottee's proportionate share of the aforesaid charges to the Promoter.

d. The Promoter at its discretion and option shall be entitled to enter into agreement with any person / company / agency for maintenance of the common areas and facilities for months or years with a view to ensure cleanliness thereof even after formation of Ultimate body. The Allottee/s and Ultimate body shall be bound by the said contract.

e. The maintenance and sinking fund payable to the Promoter and/or his nominee will be paid on a lump sum basis in advance computed as mentioned in the Fourth (C) Schedule, Fourth (D) Schedule respectively. These charges

are ESTIMATED to cover 12 months of expenses. However, the actual expenses may be more or less and the next call for payment will be computed based upon the actual expenses incurred.

f. It is specifically agreed between the Parties hereto that even if before completion of the entire project or sale of all units should the Ultimate body be registered/formed, then for the unsold units, the Promoter herein shall not be liable or required to contribute towards the common expenses or maintenance charges or any amount under any head

g. During the period, the Promoter is managing the Common Area Maintenance, the Promoter shall be responsible for cost of billing, collections, accounting and book keeping, banking formalities and managing the affairs of the common areas of the Project. For managing this he may appoint a single agency or sub agencies .The Allottees agree to reimburse the Promoter for the aforementioned responsibility by paying a lumpsum amount calculated at the rate of 15% of all CAM charges. The Promoter is not expected to bear the cost for paying wages to tradesmen such as plumbers, carpenters, masons, painters, electricians etc., from this lumpsum amount.

h. Till a separate electric meter or a water meter is installed/allotted by the M.S.E.B./M.S.E.D.C.L./M.I.D.C., the Allottee/s herein hereby agree/s to bear and pay punctually the amounts and charges of the common electric and water meter and also the expenses for the maintenance of the common areas and facilities in proportion to the area of his/her/their unit.

i. The Unit Allottee/s herein has/have specifically agreed to pay his/her/their contribution for running and maintaining the lifts/elevators, generators (for common power consumption, inverters / batteries (if provided in the said building) irrespective of the floor on which the unit is located and also irrespective of the use of the lifts/elevators by the Unit Allottee/s.

j. In the event it is necessary to file GST returns with regards to the CAM or CAM Charges, the same shall be outsourced by the Promoter to a third party. The costs for such Third party shall be borne by the Allottees and these costs shall be treated as CAM Charges.

k. The promoter is not required to provide any account for the costs incurred and shall not be entitled to ask for any increase in this lumpsum incase the costs incurred by the Promoter are in excess of the lumpsum amount.

l. The Allottee hereby authorizes the Promoter to collect the lumpsum directly from CAM Charges account on a monthly basis.

m. In the event a dedicated facilities manager situated at the Project is appointed for the day to day management of the Project, the salary for such facilities manager shall be paid from the CAM charges collected and such salary amount paid shall be deducted from the 15% lumpsum provided herein.

n. Upon the amounts collected as per the Fourth (C) Schedule are consumed, the Allottee/s shall deposit with the Promoter an amount equivalent to 12 times the average amount spent every month plus 10% for inflation as the next amount. The Promoter shall maintain accounts for the actual expenses incurred and shall provide the same at the time of raising the invoice for the next amount due. The next invoice will be raised when 85% of the amount received in terms of the Fourth (C) Schedule from the Allottee/s is spent/ incurred. The Allottee shall pay such amount raised in the invoice within 15 days of it being received.

o. In addition to the CAM charges, the Promoter may collect lump sum amounts to be spent towards the cost of purchasing water by tankers and diesel for the generator. These amounts will be spent as required by the Promoter. The Promoter shall provide receipts for payments of the same (along with any balance amounts available) at the time of handing over of the common areas to the ultimate body.

p. As soon as convenient, after a reasonable number of Allottee/s have occupied the premises, the Promoter shall, at its discretion, form an ad hoc body of Allottee/s, who are residents of the Project. Such ad hoc body will function till the handover of the management of the development to the Ultimate Body. The Promoter will manage common area maintenance and upkeep in coordination with ad hoc body from out of the contributions made by Allottees.

q. At the time of hand over of the common areas to the Ultimate body, the Promoter shall provide, a copy of accounts of income and expenditure till the date of handover of possession. Simultaneously, the Promoter shall handover the unused amount, if any, out of the amounts collected as per the Fourth (C) Schedule (with the accrued interest, if any) to the Ultimate Body.

Within 90 days of handover of the accounts and amounts as mentioned above, the Promoter shall provide an audited statement of income and expenditure for the amounts incurred for the maintenance and management of the Project. Once audited accounts are so provided no further details will be required to be provided to anybody. The Allottee/s shall be obliged to pay charges for maintenance and upkeep as provided herein and as per the audited accounts. The accounts may be inspected by the Allottee/s and incase of any errors in the same, the Promoter shall correct the same. The Allottee/s may not raise issues/disputes as to selection of service providers, amounts payable for the services, price of purchase of materials, AMC figures incurred etc. Personal opinions of level of service by various agencies shall not be grounds for non-payment of maintenance for future. The expenses made by Promoter for the

common area maintenance and upkeep maintain shall be considered as made in good faith. The Allottee/s may question only items / issues of misappropriation or fraud, subjective payments are not available for scrutiny or discussion e.g. cost of security varies depending on the type of agency and guards and shall be provided and paid at the Promoter's discretion. The Promoter's liability shall cease once legal action is initiated against the person involved in any misappropriation.

r. If the Allottee/s fails to pay outstanding maintenance charges or any other charges as per the agreement to the Promoter then it will be treated as charge of the Promoter on the said Unit and the Promoter shall have the right to treat the non-payment as a breach of this agreement and may lead to consequence, including termination, as stated hereinabove. On the other hand, at the entire discretion of the Promoter, the Promoter shall have the right to discontinue the maintenance if 20% or more of the Allottees have not paid their CAM charges.

PROVIDED however that such management by the Promoter shall automatically cease and the liability of the Allottee/s to pay the management fee to the Promoter as mentioned herein above shall cease as soon as the handing over of the Common Areas to the Ultimate body of the said Project Land in possession, management and control to the Ultimate Body as regards the building and the common areas takes place as envisaged herein. However, if the Allottee/s is in arrears, the arrears will need to be paid. The Promoter shall not be accountable or liable for any acts done in due course of such management. Arrears with respect to the same, by any Allottee/s, at the time of handing over of charge to the Condomonium shall be shown as receivable in the books of accounts and the responsibility to collect the same shall be of the Ultimate Body upon taking over the management of the Project.

s. In the event of the Ultimate Body being formed or registered before the sale or disposal by the Promoter of all the Units in the said Project Land or before the construction of additional storey/s which may be constructed by the Promoter on the said wing/building, subject to the approval of the concerned authorities, as the case may be, the powers and authorities of the said Ultimate Body so formed by the Allottee/s and Allottee/s of the other Units in the said Project Land shall be subject to the overall control of the Promoter. The Promoter shall have absolute authority and control, as regards the disposal of the unsold Units including Unit/s of which the agreements are cancelled at any stage for some reason or other or the additional Unit/s to be constructed on the said Project Land and/or other areas thereof and/or on contiguous or adjoining lands proposed to be acquired by the Promoter and acquired and merged following the provisions of the law and the disposal thereof, and all the Allottee/s of such Unit/s shall be admitted as constituents of the Project, without any reservation or conditions whatsoever and subject to payment only of their contribution of the share moneys, the outgoings etc., on the basis and in the same proportion as may be payable by the other constituents thereof. Taxes, if any, shall be paid by the Promoter in respect of

the said unsold Unit/s on account of the same being unoccupied and further that in the event of such refund of the Local Taxes, in respect of such unsold Unit/s, shall be to the credit of the Promoter alone.

t. GST (or any other tax) as applicable will be paid separately by the Allottee/s at the time of payment of the same.

15. FORMATION OF THE ULTIMATE BODY

1. Once more than 51% of the Units in the building have been booked, the Promoter shall form the Ultimate body as defined in the Eighth Schedule.

2. The Ultimate body formed shall be named as defined in the Eighth Schedule.

3. All related costs for the registration of the Ultimate body as referred to hereinabove shall be borne on a pro rate basis by all Allottees. If any amount is paid by the Promoter, the same shall be reimbursed by the Allottee to the extent of his/her/their share.

16. CONVEYANCE

i. The conveyance deed shall be drawn up by the Advocate of the Promoter and shall contain such provisions and covenants (which shall be so framed that the burden thereof shall run with and be binding upon the said Unit/s hereby agreed to be sold into whose hands whomsoever the same may come) as maybe necessary for giving effect to the stipulations and restrictions mentioned or referred to herein. It shall also include covenants by the Allottee/s to indemnify and keep indemnified the Promoter against all actions, costs, proceedings, claims and demands in respect of the due observance and performance of such stipulations and restrictions.

ii. The said Conveyance deed shall include the necessary provisions pertaining to the use of the common parking areas so as to assist in peaceful and harmonious use of the common parking areas by the Allottees.

iii. The said Conveyance deed shall also include provisions whereby Allottee/s shall not be entitled to any easement or right of light or air which would restrict or interfere with the free use of any neighboring or adjoining Unit/s of the Promoter for building/s or other purposes and a declaration that the access and user of light and air to and for the said Unit purchased by the Allottee/s is enjoyed under the express consent of the Promoter.

- iv. The timeline for completion of the conveyance and procedure to be followed shall be as per the Eighth Schedule.
- v. The costs, charges and expenses in connection with the permissions for formation of the aforesaid Ultimate Body, and/or sanctions under the Income Tax Act, 1961 and/or any other law/s for the time being in force and premium, if any, payable therefore shall be borne and paid proportionately by all the Allottees of their respective Units in the said Project Land. The Promoter shall not contribute anything towards such expenses. The proportionate share as determined by the Promoter of such costs, charges and expenses payable by the Allottee/s shall be paid by him/her/it/them immediately on demand.
- vi. The Advocates for the Promoter shall engross and approve all documents, which are to be or may be executed in pursuance of this Agreement.

17. TRANSFER BEFORE CONVEYANCE TO ULTIMATE/APEX BODY

In the event the Allottee/s wishes to transfer or assign his/her/their rights under this Agreement to a third party, the Promoter shall act as a Confirming/Consenting party to the transfer and all rights and obligations of the Allottee/s as stated in the agreement between the Allottee/s and the Promoter shall be conferred upon the transferee for which the Promoter shall receive a processing and acquiescence fee for written confirmation, record changes, etc. as defined in the Fourth Schedule (E). Notwithstanding the above, the Promoter shall retain the right to refuse a transfer till the completion of the Development without assigning any reason.

18. RIGHT OF PROMOTER FOR TOWERS ON THE TERRACE AND SIGNAGE

- a. The consideration for the rights mentioned in clause 18, have been taken into consideration while finalizing the consideration for the said unit and a suitable reduction in the consideration has been agreed to.
- b. The Promoter shall be at liberty to sell, assign, mortgage, lease or otherwise deal with or dispose off all spaces for illuminated, back lit, moving or static on the areas as shown in the Ninth schedule herewith. In addition, the Promoter has the exclusive rights for and is hereby authorized irrevocably to specifically place up to 3 neon/glow sign/hoarding/s and up to 3 transmission connectivity towers on the terrace occupying no more than an area of 50 sq. mtrs each on the top terrace of the building. The Promoter shall pay the Ultimate body maintenance charges at 25% of the maintenance charges paid by the unit owners on an area basis of space occupied on a horizontal surface (e.g. terrace). Access shall be permitted during daylight hours at all times for service and maintenance of the equipment installed. Electricity charges or govt charges in respect of these signages/hoardings/connectivity towers shall be borne by the Promoter or his assignees and the Promoter or successors in title shall be members of the

Ultimate body for the area under this clause. The consideration mentioned in clause 3 herein factors in these rights given in perpetuity to the Promoter or his assignees.

c. The Promoter shall be required to make best efforts to or give by way of sale, allotment, lease, license, hire-purchase, franchise or on any other basis various spaces like Display Unit, Showcase Unit, Counter, Advertisement Space, kiosk space or any other space in the common areas and facilities such as foyer, atrium, space in front of the shops etc. or in the other parts of the building to various persons and to exclusively receive income therefrom. The Purchaser/s shall not be entitled to raise any objection therefor. It is agreed by the purchaser/s that such uses enhance the overall liveliness needed to enhance the value of the overall address leading to better business for all.

d. The Allottee/s agrees that the Promoter has entered into this Agreement relying upon the above assurances of the Unit Allottee/s for the rights pertaining to signages and towers. In case the unit allottee/s raises any objection, then the same will be treated as breach of the contract and the Promoter shall be entitled to terminate this Agreement at its option and discretion

e. The Ultimate Body however, shall have the right to acquire the said Rights of the Promoter to place towers on the terrace and the rights for signage herein, provided the same is compensated for by the Ultimate body to the Promoter. The value will be arrived based on considering the monthly rent value as ascertained by a panel of valuers (one each from the Promoter and the Ultimate body and a third valuer appointed by the two valuers). The rent value arrived at will be annualized and capitalized at the SBI prime lending (or equivalent) rate.

19. LEGAL & ADMINISTRATIVE CHARGES

In addition to the consideration herein mentioned, the Allottee shall pay to the Promoter a lump sum as mentioned in Fourth (F) Schedule for meeting all legal and administrative costs charges and expenses. The same includes but is not limited to, professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Ultimate body and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance and also costs for paperwork, documentation, billing, use of the mobile application till the time of handing over of the possession of the Unit and paperwork and facilitation of registration of conveyance documents. The aforementioned amount is payable prior to or at the time of taking possession and shall be paid on a lumpsum basis and no account or breakup of the same shall be required to be provided. The amount mentioned in this clause excludes any amounts that may arise as mentioned in 15.3 and 16.v above

20. The said Unit is agreed to be sold subject to:

a. Any scheme or resolution affecting the said Project Land or any part or parts thereof made or to be made by any authority concerned including the

terms covenants stipulations and conditions contained in the hereinbefore-recited Agreement/s.

b. Its present use for residence and any other permissible use/s as permitted by the prevailing laws.

c. Any relevant and necessary covenants as may be stipulated by the Promoter for the more beneficial and optimum use and enjoyment of the said Project Land (i.e. the said Project Land together with the building/s thereon) in general and for the benefit of any class of holders of any Unit and other premises, as the case maybe, or any part thereof.

d. All rights of water, water drainage, watercourse, light and other easements and quasi or reputed easements and rights of adjoining owners (if any) affecting the same and to any liability to repair or contribute to the repair of roads, ways, passages, sewers, drains, water lines, gutters, fences and other like matters. The Promoter shall not be required to show the creation of or define or apportion any burden.

e. The Allottee/s having been made aware that the Promoter and/or its sister/associate concerns holds and/or intends to enter into arrangement whereby the Promoter and/or its sister/associate concerns shall become entitled to hold other land/s with/without buildings thereon, in the vicinity or proximity of the said Project similar to the other Project being developed or to be developed on the said Project Land.

f. All the covenants and conditions ensuring for the benefit of the Promoter, orders of layout, order of NA use, agreement/s made in respect of the Unit/s comprised in building/s to be constructed on and/or in respect of the potential of the other holding/s of the Promoter and all terms and conditions stipulated or to be stipulated by the Promoter in respect of the common areas to be provided for the benefit of the said Project Land or other land/s (contiguous or adjoining thereto) or any part/s thereof.

g. The use for the aforesaid purpose and all purposes of and incidental thereto and/or for the more beneficial and optimum use and enjoyment of the portions of the said project land and/or any other land/s contiguous/ adjoining the same and/or any parts thereof of the Promoter and/or their sister/associate concerns in such manner as may be desired by them, the Promoter shall be entitled to grant over, upon or in respect of any portion/s of the said land all such rights, benefits, privileges, easements etc. including right of way, right to draw from or connect to all drains, sewers water, electricity, telephone, T.V, internet connections and/or installations and other services in the said Project Land and/or building and/or any other land/s contiguous/adjoining the said Project Land and/or any part/s thereof right of use and enjoyment of all amenities and facilities provided and/or agreed to be provided in the said Project Land and optimum use and enjoyment thereof in such manner as may be desired by the Promoter.

h. The Allottee/s hereby agrees to the irrevocable right of the Promoter to complete the project as also the other schemes and phases referred to

hereinabove through professional persons/concerns and/or agencies of the Promoter's choice and said irrevocable rights will not be challenged by the Allottee/s under any circumstances whatsoever regardless of who the Promoter may appoint and the Promoter may change or discontinue the services of any appointed professional, at the sole discretion of the Promoter;

i. It having been made expressly clear that the ultimate transfer deed/s in respect of the said Project Land viz. said project and/or any other lands contiguous/adjoining the said Project and/or any part/s thereof with building thereon shall contain such provisions which shall be accordingly framed and the burden thereof shall run with the plot/ land/other phases/ lands and shall be binding upon all the persons who are the holders of their respective Units as the Promoter may reasonably require for giving effect to and/or enforcing the said restrictions covenants and stipulations.

j. The Promoter shall not be held responsible for any delay or inability on the part of the Gram Panchayat/Zilla Parishad/Collector/Authority to provide external road, streetlights and other facilities to the said project land. The facilities to be provided by the Gram Panchayat/Zilla Parishad/Collector/Authority are not a subject matter (and are outside the purview) of this Agreement and for which the Allottee/s cannot make any demand or claim against the Promoter.

k. In the event of a time lag between completion, handing over possession to owners and /or handing over the management to the ad hoc body or to the Ultimate Body, the Promoter will not be obliged to do any type of rework of the Building, Unit /s constructed on the said Project Land which was already carried out by the Promoter (such as external painting, external tiling, etc.) and/or the Promoter will not make any replacement of equipment installed by the Promoter before and after the handing over the management of the said Building to the Ultimate body. The Allottee/s shall not be entitled to insist that the Promoter do rework of any kind which was already carried out by the Promoter and/or replace equipment installed by the Promoter.

l. The right of the Promoter to surrender the common areas and amenity space in the said Project and/or from other projects of the Promoter and/or of the sister concerns of the Promoter, to the authorities concerned and thereby acquire and load the FSI acquired (by means of a DRC certificate or otherwise, by the such surrender) on the land more particularly described in the land of the project.

21. REPRESENTATIONS, WARRANTS AND DUTIES OF THE PROMOTER

The Promoter hereby represents, warrants and makes itself duty bound to the Allottee/s as follows:

(i) The Promoter has relied on the assurance of title provided by its advocate and states that its title to the land is clear and marketable title as declared in the title report annexed to this Agreement and has the requisite rights to carry out development upon the Project Land and also has actual,

physical and legal possession of the Project Land for the implementation of the Project;

(ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out the development of the Project and shall obtain requisite approvals, from time to time, to complete the development of the Project;

(iii) There are no known encumbrances, including boundary disputes and/or any right, title, interest or claim of any party in or over the said Project Land except those disclosed in the title report, so as to assign, convey, transfer and vest the portions of said Project Land unto the said Ultimate body with such title on the execution of the final transfer deeds of the said Project Land and/or the building;

(iv) There are no known litigations pending before any Court of law with respect to the Project Land or Project except those disclosed in the title report;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and said building/wing 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 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;

(vi) The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority/ies at the time of sanctioning the said plans or thereafter; and shall, before handing over possession of the Unit to the Allottee/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Unit.

(vii) The Promoter shall abide by the time schedule for completing the project and handing over the Unit to the Allottee and the common areas to the Ultimate body after receiving the occupancy certificate or the completion certificate or both, as the case may be.

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

(ix) The Promoter has not entered into any Agreement for Sale and/or Development Agreement or any other agreement / arrangement with any person or party with respect to the Project Land, including the Project and/or the Unit which will, in any manner, affect the rights of Allottee/s under this Agreement;

(x) The Promoter confirms that the Promoter is not restricted, in any manner whatsoever, from selling the said Unit to the Allottee/s in the manner contemplated in this Agreement;

(xi) At the time of execution of the Deed of Unit, upon the Board of Managers being appointed or elected as per the terms and conditions of the Deed of Declaration, , the Promoter shall handover the lawful, vacant, peaceful, physical possession of the common areas of the structure to the Board of Managers on behalf of the Allottees;

(xii) 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;

(xiii) No notice from the Government and/or any other local body or authority and/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 title report.

22. RIGHTS, DECLARATIONS, REPRESENTATIONS, COVENANTS AND OBLIGATIONS OF THE ALLOTTEE

a. It is expressly clarified, agreed and understood that strict observance, performance and compliance of the terms, conditions, covenants, stipulations and provisions of this clause shall be of the essence of this Agreement. On the basis of the declaration, agreement, undertaking, covenant, confirmation and assurance made/given by the Allottee/s, the Promoter has entered into this Agreement. Non-compliance by the Allottee/s shall amount to a breach.

b. The Allottee/s hereby unconditionally agrees that the Promoter is entitled to implement the scheme of development in respect of the said building/wing/phase and shall be entitled to construct any additional buildings and structures in said Project in accordance with the sanctions and approvals obtained or to be obtained from the local authorities inter alia the Collector/ Zilla Parishad/Gram Panchayat/ MIDC from time to time and by consuming the said entire development potential of the said entire Land including on the additional land if acquired, as specified in the preceding clauses, and the Allottee/s having satisfied himself thereof, acknowledges, accepts, understands and agrees that the Promoter is fully entitled to carry out and implement the development of the said building/wing/phase and to carry out any alteration, variation, amendment and modifications thereof and in the layout, plans and specifications thereof and for making construction, as may be deemed necessary by the Promoter without any dispute, protest or objection from the Allottee/s, but subject to at least 2/3rd of the Allottees having consented to the same. The Allottee/s, either as Allottee/s in respect of the said Unit or as member of the Ultimate Body, agree/s not to raise any dispute

or objection to the Promoter and/or its nominees in implementing the scheme of development of the said building/wing/phase and/or making and effecting construction on the said Project Land on any ground whatsoever, including that of any actual or perceived nuisance or annoyance etc. The Allottee/s further agree/s to extend all co-operation and assistance to the Promoter in respect thereof at all times hereafter, even after taking possession of the said Unit and the Allottee/s, as member of the Ultimate Body, as the case may be, shall not raise any dispute or obstruction or interfere with the benefits, rights, powers, discretions and authorities of the Promoter, in relation to the said entire Development Potential of the said Land and with the utilization, consumption and/or transfer thereof, including the right of the Promoter to deal with or dispose of the same, in such manner as the Promoter may deem fit, in their sole, absolute and unfettered discretion. The Deed/s of Unit shall contain necessary covenants in favour of the Promoter, in respect thereof. The Allottee/s hereby further agree/s that even after formation and registration of the Ultimate body and at all times thereafter, the Allottee/s in his/her/their individual capacity and as member of the Ultimate body, shall not create any hindrance or obstacle for the Promoter in exercising its rights to carry out construction and development of the said building/phase/wing in accordance with the scheme of development, including any variations, amendments and/or modifications therein, and shall not raise any obstruction or interfere with its rights in relation thereto.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the Unit of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law.

c. The Promoter shall be entitled to develop or construct any other phase, if any, with the right to utilize and/or avail the power and water supply and/or draw from other service / utility connections, lines or storage tanks and all other facilities and amenities, conveniences and services in the said Project and other conveniences and amenities for the aforesaid purposes and the Allottee/s hereby expressly accepts and consents to the same.

d. The Allottee/s shall use the said Unit and permit the same to be used only for the purpose of residence and as allowed by the concerned authorities and shall use the said car parking space/s and permit the same to be used only for the purpose of keeping and parking his own light motor vehicle/s. The Allottee/s agrees to park light motor vehicle/s and/or two wheelers only at his designated place/s and not elsewhere in the said building/wing/phase. The Allottee/s shall not use and/or permit to use the said Unit or any part thereof as guesthouse or service Unit or to house therein any person as a part of commercial arrangement or for any illegal or immoral purpose. The Allottee shall not park or permit to be parked any commercial vehicle in the parking area/s.

e. The Allottee/s or himself/themselves, with intention to bring all persons into whosoever hands the Unit may come, hereby covenants with the Promoter as follows: -

i. The Allottee/s agrees in perpetuity not to carry out any structural changes or to increase the size of the Unit/s in any manner including covering of terraces, balconies, etc or by means of any kind of extension, amalgamation etc. without the explicit permission of the Promoter in writing. Also Allottee/s agrees not to alter the external elevation of the building and/ or to fix grilles of non-standard or non-uniform design, in no circumstances whatsoever at no time after taking over the possession.

ii. The Allottee/s is aware that the Promoter has implemented and/or shall implement the scheme of development of the said building/phase/wing, as specified herein. The Promoter has informed the Allottee/s that for the speedy completion of the scheme of development of the said building/phase/wing, it is required to and shall be entitled at all times, to carry out construction and/or any other allied work, including completion work of the structures in the said building/phase/wing, and the Allottee/s shall, not only as the Allottee/s of the said Unit/s, but also as a member of Ultimate Body, as the case may be, not at any time raise any objection or obstruction on any ground whatsoever, notwithstanding that there shall or may be any perceived or actual nuisance, annoyance and inconvenience that could arise during the construction and/or any other allied work, including completion work of the structures in the said building/phase/wing. The Allottee/s shall not interfere with the rights, powers and authorities of the Promoter in respect of implementing the scheme of development of the said building/phase/wing. The Allottee/s hereby acknowledges, accepts and irrevocably consents to the aforesaid and the Allottee/s does hereby undertake to co-operate with and render all assistance to the Promoter, in respect of the development of the said building/phase/wing;

iii. The Allottee/s has seen, gone through, read and understood all the sanctions, approvals and permissions and agrees to abide by the same including to pay such deposits and amounts as may be required by the respective authorities, at the appropriate time and/or as and when called upon by the Promoter. The Allottee/s, for himself/herself/themselves/itself and as member of the Ultimate body, hereby specifically agrees to pay and/or reimburse, proportionately with other members of the Ultimate body or otherwise, as the case may be, Operation and Maintenance Cost in respect of Environment Management Facility, and also to replace/reimburse, at the time when the management and administration of the Ultimate body shall be handed over by the Promoter to such Ultimate Body, such deposits, bank guarantee and/or any other amounts which may have been paid by the Promoter and kept with the respective authorities during the development of the said building/phase/wing in compliance of the terms and conditions contained in the environment related approvals and consents, and which will be required to be retained with such respective authorities in compliance and/or continuation of such environment related approvals and consents;

iv. To maintain the said Unit/s at the Allottee's own costs and expenses in good and tenantable repair and condition from the date when possession of the said Unit/s is offered and shall not do or suffer or permit to be done anything in or to the said Building in which the said Unit/s is situated, or to the staircases, landings, lobbies, passages, lifts or other common areas, amenities and facilities therein or pertaining thereto, which may be against the rules, regulations or bye-laws of the Ultimate Body, or of the Promoter or the concerned government, local or public or private bodies or authorities. The Allottee/s shall also not change, alter or make any addition in or to the said Unit/s or to any part of the said Building. In the event of the Allottee/s contravening any of the aforesaid provisions, the Allottee/s shall be responsible and liable for the consequences thereof; in the event of any damage to the structure of the Unit of the Allottee/s or other Allottee/s or the building is caused due to an act of the Allottee/s, he/she/they/it alone shall be responsible for the same and indemnifies the Promoter in this regard.

v. To carry out permissible alterations in the said Unit/s only after submission of plans and specifications thereof to the Promoter and the ultimate body and/or the local authorities (whosoever required) including the said MIDC, as the case may be, and obtaining their prior written approval in respect thereof. If any alteration is carried out in the Unit/s of the purchase and the same leads to a leakage or damage to the neighboring Unit/s or the Units above or below or any other part of the building, the responsibility of repair and restoration of such other Unit/s shall be of the Allottee/s alone; Any such alteration shall be carried out by the Allottee/s of the Unit/s only after a certification of an Architect and Structural Engineer and under professional supervision and after obtaining permission from the authorities concerned and without consuming any FSI or TDR and after permission in writing from the Promoter and the ultimate body.

vi. In the event, the Allottee/s carries out any unauthorized changes / construction/modification in the said Unit/s, or causes any damage to or permits / suffers any decay of/to the same, then the Allottee/s shall rectify and make good all defects, decays, want of repairs and unauthorized changes/construction/modification within 7 (seven) days from the date of receipt of a written notice from the Promoter, the ultimate body, and/or from the concerned government, local or public or private bodies or authorities in that regard;

vii. To carry out, at his own cost, all internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the Unit is situated or to the Unit, which may be contrary to the rules and regulations and bye-laws of the concerned local authority/ies or other public authority/ies. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof, to the concerned local authority/ies and/or other public authority/ies.

viii. To bear and pay proportionately or otherwise, as may be required, all amounts including increases in rents, rates, taxes, cesses, assessments, water charges, insurance and other levies, if any, which are or may be imposed by or payable to the concerned government, local or public or private body/ies or authority/ies, the insurance company and/or any other person/s in respect of the said Building and/or the said Project Land and/or structures thereon. However, if any such increases are imposed on account of or arise due to any change made or permitted to be made in the user of the said Unit/s , i.e. user other than the user stipulated herein, then the Allottee/s shall be solely liable to bear and pay the entire amount of such increase/s;

ix. To observe, perform and comply with all the rules, regulations and bye-laws which the Promoter may specify and those which the Ultimate Body, may adopt or frame at its/their inception and the additions, alterations or amendments thereto that may be made from time to time, including those for protection and maintenance of the said Building and other structures in the said Project and the Unit/s and other premises therein, and for the observance, performance and compliance of the building rules, regulations and bye-laws for the time being of the concerned government, local and public or private body/ies and authority/ies. The Allottee/s shall also observe, perform and comply with all the stipulations, rules, terms and conditions laid down by the Promoter and/or Ultimate body , as the case may be, regarding the use of all common areas, amenities and facilities in the said Project and the Allottee/s shall pay and contribute regularly and punctually, towards all the rents, rates, taxes, cesses, assessments, levies, expenses and all other outgoings in accordance with the terms and conditions of this Agreement;

x. To co-operate with and give and render all assistance and facilities to the Promoter, as the case may be, and to do and perform all acts, deeds, things and matters, as may be required by the Promoter, from time to time, and at all times hereafter, including to sign, execute and admit execution of all necessary writings and documents as may be required by the Promoter within 7 (Seven) days of their respective intimations thereof and to attend its office in this regard, for the purpose of enabling the Promoter's exercising and enjoying and effectuating its authorities, powers, rights, benefits and interests in respect of and/or relating to the said Project Land and/or the said 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 including the said Agreement and so as to enable the Promoter to carry out and complete the development of the said Project in the manner that may be desired and deemed fit and as envisaged by the Promoter, as mentioned in this Agreement;

xi. If the Allottee/s is/are obtaining a loan from any bank or financial institute for purchase of the said Unit/s, then it will be the sole responsibility of the Allottee/s to complete the formalities to obtain the loan and the Promoter is not concerned for any reason whatsoever with such a procedure/formalities as well as the Promoter shall not be responsible for any loan amount, installment,

interest, charge, etc. or any kind of dues arising out of such loan or loan proposal or compensation for losses sustained by the Allottee/s on any account or for whatsoever reasons. The Allottee/s may obtain the loan from bank or financial institute at his/her/its/ their own risk and cost with prior written knowledge of the Promoter.

xii. To install split air-conditioner/s or wall A.C. in the Unit/s only in the designated space/s provided in the said Unit/s for the same and shall not install air-conditioner or wall air-conditioner/s or any other type in any part of the Unit/s which will protrude/project substantially outside the said Unit/s, or be required to be affixed/installed outside the said Unit/s;

xiii. To make suitable arrangement for removal of debris arising out of any interior decoration, renovation and furniture making or any other allied work in the said Unit/s. In case such debris is not removed by the Allottee/s, the Allottee/s shall pay/reimburse to the Promoter, the cost incurred by the Promoter in removal of such debris;

xiv. To permit, until the Deed/s of Conveyance is/are executed, the Promoter and its architects, engineers, surveyors, contractors, agents and employees, with or without workmen and others, at all reasonable times, to enter into and upon the Project Land, the said Building, the said Unit/s or any part thereof, to view and examine the state and condition thereof and/or for the purpose of making, laying, installing and/or affixing additional, new and other fixtures, fittings, utilities, conveniences, amenities, facilities and services in, through, over or outside the said Unit/s for the benefit of the said Building or other building and in the said Project, as also for the purpose of disconnecting or cutting off supply of water and electricity to the said Unit/s and/or any other residential and/or other premises in the said Building in respect whereof, the Allottee/s herein and/or the owner/s or occupier/s of such other Units and other premises, as the case may be, shall have made delay/default in making payment of his/her/their/its share or contribution of the water and electricity charges and/or any other amount/s or outgoing/s. The Allottee/s shall not obstruct or hinder the Promoter, or its architects, engineers, surveyors, contractors, agents and employees, with or without workmen and others, in carrying out their duties;

xv. Not to do or carry out any painting, decoration or other work to the exterior of or outside the Unit/s, without the prior written permission of the Promoter and the Ultimate Body;

xvi. Not to affix/install any sign, name or display boards, or any hoardings or neon lights in or outside the Building and/or in any part of the said Project (except the Allottee's name plate at the designated place and not exceeding the size suggested by the Promoter/ Ultimate body), without the prior written permission of the Promoter and the Ultimate Body;

xvii. Not to cover or enclose in any manner whatsoever, the open terraces / garden, the open balcony/balconies or other open space/s (if any) forming part

of or appurtenant to the said Unit/s as also the said parking space/s. If the Allottee/s would desire to affix/install grills to the windows, or grill/s or safety door/s to the main door/s of the said Unit/s, then the Allottee/s shall obtain the prior written permission of the Promoter to do so and in order to maintain aesthetic / architectural elevation, the Allottee/s shall ensure that the designs and position thereof would be strictly in accordance with the stipulated designs and specifications and permission given by the Promoter in that regard;

xviii. Not to hang clothes, garments or any other thing in the windows, balcony / balconies or the terraces/garden of or appurtenant to the said Unit/s;

xix. To take connection for Television from the Common DISH Antennas only.

xx. Not 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 said Building and/or the other structures on the said Land or any part/s thereof, or whereby or by reason whereof any increased premium shall become payable in respect of the insurance, and, in case of breach, the Allottee/s shall reimburse the additional premium which may be charged or become payable or which may be claimed by the insurance company/ies, if the same would be directly or indirectly attributable or due to any violation or breach of the aforesaid condition on the part of the Allottee/s;

xxi. Not 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 owners or occupiers of any other Units, premises, and/or parking space/s in the said Building or in the said Project and/or to the owners or occupiers of any adjacent, contiguous or adjoining property/ies;

xxii. Not to construct/erect any brick or masonry wall/partition in the said Unit/s or to make any other structural additions or alterations of a temporary or permanent nature therein without the prior written consent of the Promoter;

xxiii. Not to demand partition of the Allottee's interest in the said Project Land. It being expressly agreed, understood and confirmed by the Allottee/s that his/her/their/its interest therein is impartible, and he/she/they/it shall not demand any sub-division of the said Project Land or of the said Project or any part thereof;

xxiv. Not to store in the Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy, as to damage the construction or structure of the building in which the Unit is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages, which may damage or likely to cause damage, the staircases, common passages or any other structure of the building in which the Unit is situated, including entrances of the building in which the Unit is situated and in case any damage is caused to the building in

which the Unit is situated or the Unit on account of negligence or default of the Allottee/s or any person working on behalf/ under the instructions of the Allottee/s, in this behalf, the Allottee/s shall be liable for the consequences of the breach.

xxv. Not to demolish or cause to be demolished the Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Unit is situated and shall keep the portion, sewers, drains and pipes in the Unit and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Unit without the prior written permission of the Promoter and/or the Ultimate body.

xxvi. The Unit Allottee/s agree/s not to change / alter position of the signage. No encroachment, on atrium / passage / stair etc. will be allowed. The Unit Allottee/s shall occupy / display his/her/their materials, within boundaries of his/her/their unit only. Under no circumstances can goods, people be seated/ made to be positioned in or be placed in common areas.

xxvii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the project land and the building in which the Unit is situated.

xxviii. In case post possession if Allottee/s commits default in payment of any amount of maintenance charges or any other amounts payable to the Promoter then such a default shall be considered as a breach of this agreement and is liable for termination of this Agreement by following the provisions of the notice, etc. as hereinabove stated and the Promoter can repossess the Unit from Allottee/s.

xxix. The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Unit until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up and prior written consent has been obtained from the Promoter.

xxx. It is hereby agreed that the Promoter has the exclusive right of allotment of different terraces or portions in the building to one or more person/s of their choice, for their exclusive use. It is hereby agreed that the areas mentioned in sub-para (A) of the Annexure D shall be the common areas and facilities and the Promoter shall be entitled to declare all other areas

as restricted or reserved areas and facilities and/or alienate and dispose off other areas and facilities in such manner as the Promoter thinks fit.

xxxi. The unit allotted is a non-residential unit and the Allottee shall use the same only for agreed/sanctioned/permitted purpose and shall not change the use without prior written permission of the Promoter or Ultimate body as the case may be.

xxxii. The Allottee/s shall only use service elevator for transportation of material to be taken for the purpose of any work by the Allottee/s or his/her/their workers appointed.

xxxiii. The Promoter may at its discretion allow use of the premises in the said building for any commercial use including (but not limited to) restaurant, showroom, shopping mall, service centre, permit room, wine shop, transport business, any business causing loud noise, odor or having entry and exit by public at large etc. and the Allottee/s herein has/have hereby given his/her/their irrevocable consent therefore and shall not be entitled to raise any objection for the same.

xxxiv. The Allottee/s shall not erect dish or other antennae outside the Unit / building which shall be erected only in the place in the building designated for the same by the Promoter.

xxxv. The allottee agrees and confirms that the terrace space in front of or adjacent to the terrace units in the said building including terrace above the canopy, if any, shall belong exclusively to the Promoter or respective Allottees/s of the terrace units if so allotted by the Promoter and such terrace spaces are intended for the exclusive use of the respective terrace unit Allottees/s. The said terrace shall not be enclosed by the unit Purchaser/s till the permission in writing is obtained from the concerned local authority and the Promoter or the Ultimate body as the case may be.

xxxvi. The Allottee/s shall observe and perform all the rules and regulations which the Ultimate body may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Units therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority/ies and of Government and other public body/ies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Ultimate Body regarding the occupancy and use of the Unit in the 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.

f. Nothing contained in these presents shall be construed to confer upon the Allottee/s any right, title or interest of any kind whatsoever into or upon the said Project or and/or any parts thereof and/or the building to be constructed thereon. Such conferment, subject as aforesaid, shall take place only upon the

execution of the Deeds of Unit or assurances mentioned herein in favor of the said Ultimate Body.

g. This Agreement is on the express condition that certain of the premises comprised in the said Project Land to be constructed/developed have or are being sold and/or allotted, subject to the mutual rights of such other Allottee/s /Allottees with regard to their respective Unit/s and/or rights for use of the open/covered car parking/terraces/ open space as aforesaid and that the user of each of such Unit/s and the rights in relation thereto of each Allottees shall be subject to all the rights of the other Allottee/s in relation to their respective Units. None of the Allottee/s of the said remaining Units shall have any right whatsoever to and shall not use and/or occupy the said Unit/s, open space or covered parking space or any part thereof of other Allottee/s. Correspondingly the Allottee/s covenants that the Allottee/s shall exercise the Allottee's rights consistently with the rights of the other Allottees and shall not do anything whereby the Allottee/s of the other Unit/s are prevented from using or occupying or enjoying exclusively and/or jointly as the case may be their respective Unit/s including the open space, covered car parking space or whereby the rights of the other Allottee/s are in any manner affected or prejudiced.

h. The Allottee/s for himself/herself/themselves/itself and as member of the Ultimate Body, shall not at any time claim or be entitled to or claim any right to insist on sub-division of any portion of the said Project Land and/or amalgamation thereof with any other land contiguous, adjacent or adjoining thereto.

23. USE OF FSI/FAR/TDR

The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is as defined in the Second schedule (B1) hereto and Promoter has planned to utilize Floor Space Index as defined in the Second schedule (B2) hereto based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the maximum Floor Space Index as defined in the Second schedule (B3) hereto as proposed to be utilized by him on the project land in the said Project and Allottee/s has agreed to purchase the said Unit/s based on the proposed construction and sale of Units to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to the Promoter only. To the extent of use of such additional FSI/loading of such TDR, the Allottee/s give/s his/her/its/their irrevocable consent.

The Promoter hereby declares that the Floor Area Ratio (F.A.R) available in respect of the entire land is as defined in the Second schedule (B4) hereto.

It is possible that the FSI (including by loading of TDR) increases as per Second Schedule (B3). The Promoter alone shall be entitled to the benefit thereof and shall be entitled to load the same on the said project or in case the available FSI is unused before the conveyance, then the same shall belong to the Promoter and the Promoter can take it as TDR or floating FSI or compensation as permitted by the DC Rules.

The Promoter shall at all times hereafter including before or after transfer of the said land have the unfettered and unrestricted right to avail of the F.A.R. and rights for use of TDR or FSI as may be permissible for the said Project Land.

24. SEPARATE ACCOUNT

The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as advance towards the common area maintenance as per clause 14.1.c and shall utilize the amounts only for the purposes for which they have been received.

25. NO GRANT OR DEMISE

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Units or of the said Plot and Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the Unit hereby agreed to be sold to him/her/them/it and all open spaces, covered parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is finally transferred in terms of this Agreement.

26. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement, and so long as this agreement is not cancelled, it shall not mortgage or create a charge on the Unit 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/s who has taken or agreed to take such Unit.

27. BINDING EFFECT

- i. Forwarding this Agreement to the Allottee/s by the Promoter does not create -a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, the Allottee/s appears for the 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/s 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/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

- ii. All such agreements entered into by the Promoter with any persons in respect of any Unit/s comprised in the said Project land and/or other lands and/or the building/s thereon shall be binding on the Allottee/s and all other Allottee/s of the other premises comprised therein to be developed by the Promoter and that the Allottee/s shall not be entitled to raise any objections or do anything which would result in a breach of terms and conditions of the Agreements which are or may be entered into by the Promoter with other persons with regard to such premises as aforesaid.

28. ENTIRE AGREEMENT

This Agreement along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof, which supersedes all documents, brochures and writings whatsoever (if any) executed or exchanged by and between the parties hereto prior to the execution hereof. The parties hereto hereby confirm, agree and acknowledge that this Agreement represents and comprises the entire contract between them in respect of the subject matter hereof. The Allottee/s hereby expressly admits, acknowledges and confirms that no terms, conditions, particulars or information, whether oral, written or otherwise given or made or represented, including those contained or given in the informative material or in any correspondence or other writing or document, by the Promoter, as the case may be, and/or their respective agents to the Allottee/s and/or his agents, other than such terms, conditions and provisions as are contained or incorporated in this Agreement, shall be valid. The Promoter has not undertaken any responsibility nor has he agreed anything with the Unit Purchaser/s orally or otherwise and there is no implied agreement or covenant on the part of the Promoter and the owner/s other than the terms and conditions expressly provided under this agreement. Further, the Purchaser/s agree/s that the graphical representations and presentations made by various printed and published means are purely artistic impressions to convey the general concept of the development and at no time to be representation of an exact replica of the building or the development to be constructed

It is hereby made clear that furniture, lay-out, colour scheme, elevation treatment, trees, garden, lawns etc. shown on the brochures, pamphlet and literature are shown only for advertisement and the same are not agreed to be provided by the Promoter unless specifically mentioned and agreed in this agreement. Further that colours, designs, materials manufactured from time to

time can go out of production and in such an event, the Promoter shall endeavor to provide as close an option they can in their sole discretion.

29. RIGHT TO AMEND

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

30. 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 Allottee/s of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

That the Allottee/s and the assigned Allottee/s agree/s that they shall not object to any easement rights that need to be given to any person in and around the said project and shall neither object to any such proceedings of land acquisition undertaken by any Government Agency/ies including any compensation/benefit given to the Promoter in turn for which no conveyance has occurred to the Ultimate Body expressly stated in this agreement and for which no consideration is specially dispensed by the Allottee/s to the Promoter for the same. Save and except his/her/their/it right to enjoy and used the Unit purchased by him/them and any other right given by the Promoter to the Allottee/s for which consideration is paid.

The Unit Allottee/s shall give to the Promoter copy of the document of transfer. The Unit Allottee/s shall ensure that all laws regarding the same adhered to and inform the police and other authorities regarding the same as necessary. The person/s who will be in possession or use of the unit shall be bound by the terms of this agreement and conditions contained in the permission letter of the Promoter. The Allottee shall ensure and shall always be liable to ensure that miscreants will not be permitted use of the Unit and that peace and grandeur will be preserved. The Allottee/s shall keep the Promoter harmless and indemnified regarding the same.

31. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

32. SAFETY AND DISCIPLINE

a. It is agreed and understood by the Allottee/s that during the period of construction, the Allottee/s and/ or his/her/their family member/s or any other person/s on his/her/their behalf shall not enter the site and/ or building(s) till 30 days before the expected date of completion and any visit during this period by the aforesaid person/s shall be solely at the risk of the Allottee/s and the Promoter shall not be responsible and/ or liable for any untoward incident or accident. Also Promoter's project staff is not accountable to respond to Allottees' enquiries during the visit as the staff is expected to focus primarily on timely and quality construction.

b. No verbal assurances/commitments given by any person shall be considered to be a commitment/assurance made by the Promoter and only the written commitments/assurances as recorded in this agreement shall be considered as have been made by the Promoter.

33. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee/s has/have to make any payment/s, in common with other Allottee/s in Project, the same shall be in proportion to the carpet area of the Unit to the total carpet area of all the Units in the Project.

34. 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.

35. EVENT OF DEFAULT

In the event of default, the non-defaulting party shall issue a cure notice to the defaulting party.

In the event the defaulting party completely cures the default within the stipulated period, the default shall then cease to be a default.

In the event the defaulting party fails to completely cure the defect as per the default notice, the default shall be treated as a terminable default in such case or in any other terminable default. The non-defaulting party may without further notice proceed with termination as provided herein.

If any amount due and payable by the Unit Purchaser/s remains unpaid then the Promoter at its discretion and without prejudice to its other rights shall be

entitled to adjust and satisfy such dues from any other amount paid by the Unit Purchaser/s or from any amount payable to the Unit Purchaser/s and adjust the account accordingly and in case still there are dues from Unit Purchaser/s shall raise demand accordingly.

36. TERMINATION AND CONSEQUENCES OF TERMINATION

a. Upon termination of this Agreement, the Promoter shall refund to the Allottee/s the amounts specified hereunder and in the manner stated herein.

(1) Notwithstanding anything contained above and subject to (2) and (3) below, upon termination of this Agreement by the Promoter in event of default by the Allottee/s, the Promoter is entitled to forfeit 10% of the amount as liquidated damages for breach of the terms of the agreement and also interest amounts and other charges paid under the payment scheme above and refund the balance amounts (if any – in the manner set out below) to the Allottee/s without any interest, compensation or claim for any damage or costs, charges and expenses whatsoever.

(2) Upon termination of this Agreement, the Parties shall execute and register a Deed of Cancellation. The refund amount set out above shall be made by the Promoter to the Allottee/s within 30 days from the date of termination of this Agreement, subject to the execution and registration of the Deed of Cancellation in favour of the Promoter.

(3) Further, in the event of the price agreed to be received on such transfer/sale of the Unit in favour of a third party is less than the total price of the Unit specified above, and the termination is caused due to a breach of the Allottee/s or by the Allottee/s with no fault of the Promoter, the Promoter shall have the right to recover the differential amount from the Allottee/s, or adjust the same against the amounts refundable to the Allottee/s as above in the sub clause of this clause. However, in the event of the consideration to be received by the Promoter on transfer/sale of the Unit in favour of a third party is more than the consideration price of the Unit charges to the Allottee/s, the Allottee/s shall not be entitled to stake any claim in respect of such excess consideration received by the Promoter and the same shall belong to and be appropriated solely by the Promoter. Keeping this in mind, an amount equivalent to 10% of the purchase consideration agreed upon shall be retained by the Promoter till the Unit is finally sold to another Allottee/s. The said retained amount shall be held without interest and shall be refunded within 8 days of the transfer/entering into any agreement with a new Allottee/s subject to deduction as aforesaid. In the event the new Allottee/s agrees to a figure larger than the consideration agreed upon, the entire retained amount as aforesaid shall be refunded within the said period of 8 days. If however no new Allottee/s is found within 180 days of the termination, and retention as aforesaid, the Promoter shall refund the entire retained amount within 8 days thereof.

(4) The Parties agree and confirm that the forfeiture amount and any differential amount estimated after transfer of the Unit in favour of a third party recovered and/or adjusted from the amounts refundable to the Allottee/s shall be construed as pre-estimated liquidated damages and Allottee/s shall not at any time hereafter raise objections or dispute the same.

(5) The Allottee/s is/are aware that depending upon various promises and assurances given by the Unit Allottee/s, the Promoter has incurred and shall incur the expenditure and will make commitments to third parties and therefore in the event of cancellation of the Agreement by the Allottee/s for any reason whatsoever, the Promoter in addition and without prejudice to other remedies and rights and towards reimbursement and damages, shall suffer great loss and hardship and work may be affected. Therefore in the event of this Agreement being terminated for any reason whatsoever, the Promoter shall be entitled to retain, withhold and forfeit an amount equivalent to 10% of the consideration value mentioned in clause 3 herein from and out of the amount paid by the Unit Allottee/s to the Promoter and the Promoter shall be liable to repay only the balance amount (if any) from the amount received by the Promoter on resale of the said unit. In this case reduction in price of the unit will be considered as damages/loss of the Promoter in addition to other loss and expenses

b. The Allottee/s agrees that upon termination of this Agreement as aforesaid, the Promoter shall be released and discharged of any and all liabilities and obligations under this Agreement and the Allottee/s hereby irrevocably authorizes the Promoter to dispose off and sell the Unit and all rights incidental thereto to such person or persons at such price and on such terms and conditions as the Promoter may deem and think fit in its absolute discretion and the Allottee/s shall not be entitled to raise any objection to the same and this Agreement (and related documents, if any) shall be deemed to stand cancelled and the Allottee/s shall cease to have any right title interest claim demand of any nature whatsoever against the Unit (including rights incidental thereto) or any part thereof and/or against the Promoter.

c. The Promoter (if the cancellation is caused due to a fault of the Allottee/s or the Allottee/s cancels the agreement without a breach by the Promoter) shall not be liable to pay to the Allottee/s any interest, compensation, damages, costs or otherwise. In any event the Promoter shall not be liable to reimburse to the Allottee/s any government charges, stamp duty, registration fees, taxes etc. The amount specified above shall be accepted by the Allottee/s in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the Unit.

d. It is agreed between the Parties hereto, that in case of termination of this Agreement by the Promoter, the notice of termination itself would be treated as cancellation of this Agreement without there being any necessity of execution of any such separate document for cancellation of this agreement. However, this does not absolve the obligation of the Allottee to execute and register the cancellation agreement as stated hereinabove, and the Allottee's

refund, if any, shall be subject to the cancellation being registered. The stamp duty and registration charges for such cancellation shall be borne by the Allottee/s.

e. No interest shall be payable if the termination is due to the breach of the Allottee/s which is not cured in spite of a notice.

f. Without prejudice to whatever stated in this clause, none of the other rights, remedies, contentions, compensation and claims available to the Promoter against the Allottee/s on facts and in law and/or as a result of such termination, shall however, be adversely affected or prejudiced.

g. The refund shall be subject to a deduction of 10% of the consideration of the Unit, which shall be forfeited by the Promoter as liquidated damages. The refund shall be strictly restricted and shall not include any amount paid towards stamp duty, registration charges, LBT, electricity charges, deposits paid to any body / or authority, GST, or any other tax whatsoever, or any amount not received by the Promoter towards the consideration of the said Unit payable to and paid to the Promoter and retained by them.

h. The Allottee confirms that he/she/they will not be entitled to terminate this Agreement for any reason whatsoever, other than on account of Promoter's failure to handover possession of said Unit within the stipulated period in this Agreement. Upon the execution and registration of the aforesaid Deed of Cancellation, the Promoter shall provide the Allottee with a letter of authority to enable the Allottee to claim and collect the refund of stamp duty or any other government taxes paid under this Agreement (as applicable). In the event the Allottee delays in coming forth for the registration of the aforesaid Deed of Cancellation, no interest shall be payable for such delayed period. Further, keeping in mind the fact that the delay in executing the cancellation agreement creates an encumbrance on the Unit, the entire delayed period shall be reduced from the interest payable period and the interest payable shall be on the period left after such reduction.

i. In case refund for the amounts paid such as government charges, stamp duty, GST, LBT, registration fees etc. shall have to be claimed directly by the Allottee/s from the concerned authority. The Promoter shall not be liable to pay any compensation to the Allottee/s on any account or for whatsoever reason. In the event there is a dispute whether there is a legitimate delay or not, the same shall be referred to the Mediator as mentioned in this agreement.

37. NOTICE OR DEMANDS OR INTIMATION

That all notices, demands, intimations, etc., 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 or Speed Post A.D. or by the Software Application (app) created by the Promoter or when notified by Email ID at their respective addresses specified below:

For the Allottee:

Allottee Name - _____

Allottee Address - _____

Email ID: _____

For the Promoter

M/s. Gera Realty Estates

200 Gera Plaza,

Boat Club Road, Pune 411001

Email ID: CustomerService@gera.in

The Allottee/s and the Promoter shall keep each other informed on any change in e-mail and/or postal address. In case the Allottee/s or the Promoter changes his/her/their e-mail and/or postal address subsequent to the execution of this Agreement and fails to inform the other party in writing by Registered Post and/or email, then dispatch to the old e-mail and/ or postal address of the other party shall be deemed to have been received by the Promoter or the Allottee and the same shall be considered valid and binding.

38. JOINT ALLOTTEES

That in case there are Joint Allottees all communications and / or any notice/s 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.

39. CONFIRMATION OF THE ALLOTTEE/S

The terms and conditions herein so far as the same apply to the Allottee/s and no further or other, shall bind the Allottee/s and in confirmation thereof the Allottee/s has/have subscribed his/her/their signature or through their duly authorized signatory.

40. WAIVER

Any delay or indulgence by the Promoter in enforcing the terms of this Agreement or any concession or giving of time to the Allottee/s shall not be construed as a waiver on the part of the Promoter of any breach of or non-compliance of any of the terms and conditions of this Agreement by the Allottee/s nor shall the same in any manner prejudice the rights of the Promoter.

41. INTEREST

The Allottee agrees to pay to the Promoter, interest as specified in the Rules, 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.

42. STAMP DUTY AND REGISTRATION

The charges towards stamp duty, Registration charges and all other levies like LBT, GST if any, for this Agreement as well for any other document/s including the Deed of Conveyance, if favour of the Allottes in furtherance hereof, inter alia, the conveyance/s and / or any Deed of Cancellation shall be borne / shall be proportionately borne by the Allottee/s alone. The Allottee/s shall also share his/her/their proportionate share of expenses for the preparation, execution and registration of the Deed of Declaration.

43. PLACE OF EXECUTION & REGISTRATION

a. 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/s, and after the Agreement is duly executed by the Allottee/s and the Promoter. Hence this Agreement shall be deemed to have been executed at Pune.

b. The parties hereto shall, immediately after the execution of this Agreement, but in any event prior to expiry of 3 (three) months from the date hereof, at the Allottee's own initiation, cost and expenses, present and lodge this Agreement for registration with the Sub-Registrar/Joint Sub-Registrar of Assurances having jurisdiction and admit execution of the same. The Promoter undertakes to make itself available for the registration. The original of this agreement is handed over to the Allottee/s and the responsibility of getting an appointment for registration is of the Allottee/s alone. If the Allottee/s fails or neglects to present and lodge this Agreement for registration and admit execution thereof within the aforesaid time for any reason whatsoever, the Promoter will not be liable or responsible for the non-registration of this Agreement and for the consequences arising therefrom, nor shall the Promoter be liable to pay any penalty for their late attendance to complete the registration formalities. The consequences of not lodging this agreement for registration shall be that of the Allottee/s exclusively and the Promoter is hereby indemnified against any consequences arriving out of the non-registration of this agreement. The Allottee/s also hereby undertakes to pay the Stamp Duty and LBT, if any, as may be applicable and any increase or decrease shall be solely to the account of the Allottee/s and the Promoter shall in no way be liable or concerned with the Stamp Duty liability and any consequences of non-payment of correct Stamp Duty or delayed payment as the same shall be exclusively that of the Allottee/s.

c. The Promoter is only facilitating the Allottee in payment of Stamp Duty, LBT and registration charges. The amount may be received in the Promoter's Account for such facilitation. The same does not mean receipt thereof by the Promoter. In fact, the Promoter is not charging any service charges for this facilitation.

d. The original of this agreement is given to the Unit Purchaser/s. The Unit Purchaser/s shall present this agreement as well as any other deeds, documents etc. which are to be executed by the Parties hereto in pursuance of these present, at the proper registration office along with proper payment of stamp duty and duly stamped for registration within four months from the date of execution of this agreement and on intimation thereof by Unit Purchaser the Promoter will attend such office and admit execution thereof. The Promoter shall not be responsible if the Unit Purchaser fails to register the agreement as mentioned above.

44. DISPUTE RESOLUTION

a) Any dispute between parties shall be first tried to be amicably settled through mediation of a sole mediator, appointed by CREDAI Pune Metro, who shall be deemed to be jointly appointed by the parties hereto and the decision of such mediator shall be followed by the parties hereto. In the event, for any reason, it is not possible to refer the disputes to the abovementioned mediator or if the abovementioned mediator declines or is unable to act as mediator or the mediation is not accepted, then the Promoter and the Allottee shall try to appoint a common mediator and if no common mediator can be arrived at, each of them shall appoint one mediator each and the two mediators so appointed, shall undertake the mediation proceedings. The mediation shall be in the English language and shall be held only in Pune. The cost of the mediation shall be borne by parties in equal proportion.

b) In case of failure to settle the dispute amicably, the dispute, or unresolved part thereof, shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder. No other forum is envisaged.

c) This agreement is on principal to principal basis between the Allottee/s and Promoter and hence at all times will remain so and any differences between the parties hereto will be resolved on the basis of the process mentioned in this agreement. The Promoter is not obliged to respond to any group of Allottees prior to the formation of the Ultimate / Apex Body to which the Promoter shall respond only for all matters excluding issues pertaining to Allottee's Unit. For responding to any individual issues the Promoter shall only respond to the Allottee/s named herein or a duly constituted authorized representative of the Allottee/s empowered to take all decisions in the matter being addressed.

45. NON OBSTANTE

Notwithstanding anything contained anywhere in this agreement, the Allottee/s hereby declares, confirms and agrees that the Promoter has reserved all its rights to amalgamate and/or sub-divide the said Property and/or any other abutting /adjoining piece of land or otherwise, for which, the Allottee/s hereby accorded his irrevocable consent and no objection to the Promoter subject to provisions of the Act and any other law.

46. CHANGING OF UNIT

If the Allottee/s request to change his/her/their Unit with other Unit and the Promoter accepts the said request (it is the sole discretion of the Promoter to accept or reject such a request) then the Allottee/s shall pay the administration charges of Rs. 700- per sq. mtr. of carpet area of the larger Unit. Necessary stamp duty, GST and registration charges for the exchange shall be paid by the Allottee/s.

47. ALLOTTEE/S AS AN INVESTOR

Even though the purchase by the Allottee/s of the said Unit is a capital asset, the Allottee/s is an Investor (within the meaning described to the said word under Maharashtra Stamp Act, 1958), the Allottee/s therefore reserves the right to claim stamp duty set off/adjustments of the stamp duty paid by the Allottee/s on these presents in terms of Article 5 (g-a) (ii) of schedule I to the Maharashtra Stamp Act, 1958 upon the Allottee/s assigning the benefit of this agreement and his/her/its/their interest in the said Unit to a subsequent Allottee/s

48. OBSERVING OF ALL CONDITIONS IMPOSED BY STATE GOVERNMENT AND LOCAL AUTHORITY

The Promoter hereby agrees to observe and perform and comply with all the terms and conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority/ies. In the event of there being any change in the zoning that may directly or indirectly affect the development as a result of something beyond the control of the Promoter, the Promoter shall not be held liable.

49. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

The Promoter shall comply with the directions and stipulations contained in The Real Estate (Regulation And Development) Act, 2016 (the Act) and the Rules therein contained as amended from time to time and shall also comply with the notifications and circulars thereunder. The Allottee/s shall also accordingly be bound by the same. All terms and conditions herein which are contrary to the

Act and the rules made thereunder shall be deemed substituted by the said Act and Rules.

50. The consideration of the said unit as agreed between the Promoter and the Allottee/s herein is as per the prevailing market rate in the subject locality, which is the true and fair market value of the said unit. This agreement is executed by the parties hereto under the Maharashtra Ownership Flats Act, 1963 and stamp duty for this transaction is payable as per the Bombay Stamp Act, 1958, Schedule - 1, Article 25 (b). The Unit Allottee/s herein has paid stamp duty of Rs. _____ /- (Rupees _____ only) on the carpet area and usable area of terrace and usable area of balcony of _____ Sq. mtrs. which is equivalent to built up area of _____ Sq. mtrs. calculated for the purpose of stamp duty along with appropriate registration fees herewith. The parties hereto shall be entitled to get the aforesaid stamp duty adjusted, leviable on the conveyance, which is to be executed by the Promoter herein in favour of the Unit Allottee/s herein. If additional stamp duty is required to be paid at the time of conveyance the same shall be paid by the Unit Allottee/s.

FIRST SCHEDULE

Description of the freehold land and all other details

All that piece and parcel of land and ground situated within the jurisdiction of Sub Registrar Mulshi at Poud in Taluka Mulshi, Dist. Pune being Plot No.1B admeasuring an area of 14855 Sq.mtrs. in Zone A of Pune Infotech – Biotech Park, Hinjewadi, Phase II at Village Maan ,Taluka Mulshi, District Pune and rights incidental thereto and bounded as under:

On or towards the West	By Plot No.1A
On or towards the South	By MIDC boundary.
On or towards the East	By MIDC boundary.
On or towards the North	By 40 mtr. Wide Road

SECOND SCHEDULE

A. Description of the Project

The project shall be known as “Gera’s Imperium Rise”

The project is to be developed on the land described hereinabove and consists of a single building consisting of two basements (full parking) +lower ground floor (partly parking)+ ground floor (partly parking)+ upper ground floor + upper ground mezzanine plus twelve floors + twelfth floor mezzanine above. The project contains shops, offices and restaurants.

The specifications of the units shall be as described in the Third Schedule in subsection B.

The Project shall have common areas as described in the Seventh Schedule.

B. AREA DETAILS

B1. Floor space index available from the project land is 29710.0 square meters.

B2. FSI Planned to be used in the project 29710 square meters

B3. Maximum Floor Space Index 29710.0 square meters

B4. The FAR available in respect of the entire land is 1.0 and additional FAR by way of premium paid to the MIDC is 1.0).

THIRD SCHEDULE

A. DESCRIPTION OF THE UNIT

The proposed Unit bearing No. _____, on _____ floor, of the building.

The details of the area of the Unit is as under:

1. Carpet area of the Unit _____ square meters (i.e. _____ square feet)
2. Usable area of balcony _____ square meters (i.e. _____ square feet)
3. Usable area of terrace _____ square meters (i.e. _____ square feet)

For the purposes of calculation of consideration, the proportionate share in the common general areas of the Project is taken as _____ square meters (i.e. _____ square feet)

The right to use _____ open/covered/tandem parking.

B. DESCRIPTION OF THE SPECIFICATIONS OF THE UNIT.

Key Specifications – Unit

Sr. No	Location	Specifications
(i)	Structure	The building will be RCC framed structure or partly framed structure and partly load bearing. Columns, beams and slab design will be as per normal practices. Material used in the RCC structure will be as per normal standard practices as available and as specified by the Structural Designer.
(ii)	Internal Walls	Shall be of blocks/brick finished with gypsum plaster and two coats of oil bound distemper. Walls along the corridor may be of glass.
(iii)	Power Supply	A load supply of 70 watts/square meter of carpet area will be provided after applying the suitable diversity factor.
(iv)	Windows	Shall be powder coated sliding aluminum window. Sliding windows/ top hung windows shall be provided. Toilets shall have operable/ sliding aluminum windows/ louvres. Certain walls/areas may have curtain wall glazing or equivalent.
(v)	Waterproofing	The roofs and toilets will be waterproofed. In case of a leakage, the same will be rectified, as under warranty in case any painting is required, only touchup will be done - Variation in the

		shade of paint is expected and will be accepted. Any breaking, tampering to the structure will render all warranties null and void.
(vi)	Doors	<p>c) Offices shall have tempered Glass doors at the entrance. Shops shall be provided with rolling shutters only. Appropriate Fittings to doors shall be provided.</p> <p>d) Toilets: shall have door frames of developers choice with laminated flush door shutters.</p>
(vii)	Flooring	a. Offices & shops shall have vitrified tiles. Restaurants will have Vitrified flooring of approximate 600mm x600mm. Balcony, passages, attached terraces shall have ceramic tiles or equivalent
(viii)	Toilet within units	a. A provision for toilets will be made in all offices. The purchaser/s may request the promoter to provide a toilet within his unit at such extra cost as decided between parties however the same shall be subject to being convenient to the promoter and not affecting the construction quality or schedule in any way
(ix)	Fire Protection	The fire protection system of the building shall be extended into the Unit.
(x)	Staircase treads	Duplex offices (at 12 th floor) shall be provided with RCC/MS staircases with kota tread or as per the discretion of the Promoter.
(xi)	Attached balconies/ terraces	Terrace Parapet wall or railing with Paint finish or 5mm float glass panels with stainless steel support as per design shall be provided
NOTE: For all Electronic/ Mechanical equipment the warranty as provided by the original manufacturer shall be applicable for the customer to avail directly.		

FOURTH SCHEDULE

A. CONSIDERATION PAYABLE

The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Unit No. _____ more particularly described in the Third (A) Schedule for the Purchase Price of Rs. _____ (Rupees

_____ only) plus government taxes as applicable.

The same is inclusive of:

i. Proportionate price of Rs. _____ (Rupees _____ only) towards Common General Areas

ii. The price towards use of the Parking as limited common area has been considered as nil.

A. AMOUNT PAYABLE TOWARDS HOLDING CHARGES

The allottee hereby agrees to pay holding charges of Rs. 7000 per week or part thereof as per clause 11.1.b hereinabove plus government taxes as applicable

C. AMOUNTS PAYABLE TOWARDS THE CAM CHARGES ETC

The amounts payable in terms of clause 14.1 shall be lumpsum of Rs.50, 000 per annum towards the maintenance plus government taxes as applicable.

D. AMOUNTS PAYABLE TOWARDS SINKING FUND

The amounts payable in terms of clause 14.1 shall be lumpsum of Rs. 11,000 per annum towards the Sinking Fund plus government taxes as applicable.

E. AMOUNTS PAYABLE AS PER CLAUSE 17.

Processing fee payable as per clause 17 shall be Rs. 2200/Sq. Mtr. on the sum of the carpet area plus usable area of balcony plus usable area of terrace plus usable area of utility) with escalation of 10% per year from the date of agreement.

F. AMOUNTS PAYABLE TOWARDS LEGAL AND ADMINISTRATIVE CHARGES

An amount of Rs. ____ per square meter on the sum of the carpet area plus usable area of the balconies, plus usable area of the utility, and usable area of the terrace shall be paid as mentioned in Clause 19 hereinabove.

FIFTH SCHEDULE
PAYMENT PLAN OR PAYMENT SCHEUDLE

SR. No.	Payment Percentage	Stage	Amount Due
1	10%	On making complete offer (or as stated above)	
		Execution of agreement to be within a maximum of 7 days of acceptance of offer in terms of clause 4 above along with simultaneous registration	
2	10%	Within 7 days of registration of agreement	
3	5%	On Completion of foundations of the building	
4	5%	On Completion of Plinth of the building	
5	5%	On completion of casting of Lower Ground floor slab (The 2nd RCC slab of the building)	
6	5%	On completion of casting of Upper Ground floor slab (The 4th RCC slab of the building)	
7	5%	On completion of casting of first floor slab (The 6th RCC slab of the building)	
8	5%	On completion of casting of third floor slab (The 8th RCC slab of the building)	
9	5%	On completion of casting of fifth floor slab (The 10th RCC slab of the building)	
10	5%	On completion of casting of seventh floor slab (The 12th RCC slab of the building)	
11	3%	On completion of casting of ninth floor slab (The 14th RCC slab of the building)	
12	2%	On completion of casting of eleventh floor slab (The 16th RCC slab of the building)	
13	3%	On completion of casting of twelfth floor slab (The 17th RCC slab of the building)	
14	2%	On Completion of casting Terrace slab including podium/Stilt	
15	5%	Completion of masonry (brick work of the unit)	
16	5%	Completion of internal plaster for the unit	
17	5%	Completion of internal flooring for the unit	
18	5%	Completion of windows of said unit	
19	5%	Completion of lifts, water pumps, transformer and fire fighting lines	
20	5%	When the unit is ready for possession	
Total	100%		

SIXTH SCHEDULE

As per Clause 11.1.a, the Promoter shall give possession of the Unit to the Allottee, after obtaining occupation certificate (part or full) from the concerned authority, on or before _____ ("**Possession Date**"), subject to the Promoter having received the full purchase price in respect of the Unit and all other amounts payable by the Allottee in respect of the Unit. However, without prejudice to the above, the Promoter shall endeavor to give the possession of the said Unit to the Allottee, after obtaining occupation certificate (part or full) from the concerned authority, on or before _____.

SEVENTH SCHEDULE

A. COMMON GENERAL AREAS

Key Specifications – Common General Areas

Sr. No	Location	Specifications
1.	Common general areas – Flooring/Painting	The entire structure excluding the individual Units that is the common lobbies, common passages with ceramic tile flooring and oil bound distemper finish on walls and ceiling, common staircases (including fire staircases) with kota stone treads with vitrified tile landing, overhead terrace (excluding area earmarked for Promoter), overhead water tank, foundations, columns not considered in the carpet area of the unit, lift well, lift room (if elevator is not machine-room-less type).
2.	Common driveways	Common driveway around the building shall be paved or asphalted or other finishes as per the choice of the developer and street lighting.
3.	Entrance gate	Entrance gate and guard room
4.	Visitor parking	Visitor parking shall be provided along the front of the building abutting the public road wherever convenient and possible.
5.	Underground water tank	Underground water tank along with pumps and plumbing network.
6.	Sewage treatment plant	Sewage treatment plant along with necessary down take pipes and drainage network.
7.	Electrification	Electrification for the common areas as per electrical consultant.

8.	Equipment's	<p>Equipment provided including</p> <ul style="list-style-type: none"> a) Eight Elevators of 12 passenger capacity + 1 service lift + 1 Premium lift for 12th & 12A the floor office + 1 lift for Restaurants will be provided. The internal finishes of the lifts shall be as per standard MS finish of the manufacturer b) Generator with the capacity to run elevator, common lighting and fire pump. The total generator capacity for the entire building shall be based on the total promised backup power as mentioned above for all units less 25% for diversity on account of vacancy as well as timing difference between occupancy. c) Organic waste composter d) One Wi Fi router will be provided. (Activation including payment of internet/ broadband/ access charges will be the responsibility of the Purchaser/s.
9.	Fire Protection	Fire protection systems as per the Fire NOC.
10.	Compound Wall	<p>Compound wall of height of 1.22 meters plus barbed wire fence of 0.60 meters.</p> <p>NOTE 1. The promoter may at his discretion increase/improve the specifications provided herein above, however shall in no case dilute the same. Detailed specifications shall be as advised by the respective consultants and the decision of the Promoter shall be final.</p>
11.	Finishes and materials	The finishes and materials used for the common areas shall be as per the discretion of the promoter and any marketing representation is purely for the purpose of understanding the spatial aspects of the areas shown and not as a commitment of the finishes and specifications.

B. COMMON PARKING AREAS

The Common Parking Areas consist of the parking areas under the building and the open parking areas

EIGHTH SCHEDULE

The ultimate body to be formed shall be an Association of Apartment Owners formed under the Maharashtra Apartment Owners Act 1970.

Under the said Act, the Promoter shall register the Deed of Declaration once 51% of the flats have been booked.

The conveyance of each Apartment shall be made to the Allottee by execution of the Deed of Apartment as prescribed under the Maharashtra Apartment Owners Act, 1970

The Association shall be named as “**Gera’s Imperium Rise Condominium**”

As is contemplated under the Maharashtra Apartment Ownership Act, 1970, the conveyance shall be by means of Deed/s of Apartment in favour of the individual Allottee/s including the Allottee/s hereinafter in furtherance to the Deed of Declaration to be executed and registered.

a. The Deed/s of Apartment shall be prepared by the Advocate of the Promoter herein. The Deed/s of Apartment shall inter alia contain`:-

b. The Deed of Apartment (also referred to as conveyance) shall be executed after the occupation certificate is received. The Allottee shall ensure that the same is done within 8 days of the notice to execute the Deed of Apartment is served upon the Allottee.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED Allottee: (including joint buyers)

Please affix photograph and sign across the photograph

Please affix photograph and sign across the photograph

(1) _____
(2) _____

In the presence of WITNESSES:

1. **Name:**
Signature:

2. **Name:**
Signature:

SIGNED AND DELIVERED BY THE WITHIN NAMED Promoter

Please affix photograph and sign across the photograph

(Authorized Signatory)
In the presence of WITNESSES:

1. **Name:**
Signature:

2. **Name:**
Signature:

List of Documents required to be Annexed:

1. 7/12 extracts
2. Title Certificate
3. Layout plan
4. Building Plan
5. Plan of Unit
6. Car Parking Space plan
7. NA order
8. Proof of registration under RERA
9. Commencement certificate

14. Registration Certificate of the Project
16. Registration Certificate of the Real Estate Agent