

AGREEMENT FOR SALE

THIS ARTICLES OF AGREEMENT made at Mumbai this ____ day of _____
in the Christian Year Two Thousand and Nineteen **(2019)**.

BETWEEN

SHREE SUKHAKARTA DEVELOPERS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having its corporate office at 1st Floor, Plot No. 273, Near Big bazaar, Senapati Bapat Marg, Matunga Road (W), Mumbai – 400016, (formerly known as M/s. Shree Sukhakarta Developers) hereinafter referred to as **"THE PROMOTER"** (which expression shall unless it be repugnant to the context or meaning thereof mean and include its administrators, successors in business and assigns) **OF THE ONE PART;**

AND

_____, adults, Indian Inhabitants residing at _____, hereinafter called **"THE PURCHASER/S"**, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of individual include his/her/their respective heirs, executors, administrators and permitted assigns / in case of the HUF, the Karta and the coparceners / Members of HUF from time to time and the last surviving member and coparcener and the legal heirs, executors and administrators of such last surviving member / in case of partnership firm the partners or partner as at present constituting the said firm the survivors or survivor of them and the heirs, executors, administrators and permitted assigns of the last survivor or survivors and in case of a limited company / corporate body its successors and permitted assigns) **OF THE OTHER PART;**

WHEREAS:

- A.** The Municipal Corporation of Greater Mumbai ("**MCGM**") is the owner of the property being all that piece and parcel of land together with the structures standing thereon admeasuring about 10,602.85 sq.mtrs. or thereabouts bearing Cadastral Survey No. 177 (pt), 180 (pt), 183 (pt), 184 (pt), 185 (pt), 186 (pt), 187 (pt), 188 (pt), 189 (pt), 190 (pt), 192 (pt), 193 (pt), 195 (pt), 196 (pt), 197 (pt), 198 (pt), 202 (pt), 215 (pt) & 221 (pt) of Dadar Naigaon Division in Sewree Wadala Estate Scheme No. 57 in F/S ward of MCGM, in the Registration District and Sub-District of Island City of Mumbai, under SRA Scheme/Provisions, and shown delineated in RED colour boundary line on the Plan annexed and marked as **ANNEXURE "A"** hereto and more particularly described in the Schedule hereunder written (hereinafter referred to as "**the said property**").
- B.** The said property is occupied by slum dwellers/occupants/tenants who are residing with their respective families in their respective structures / hutments. These slum dwellers/occupants/tenants have proposed to form a society by the name "**Mamta Sahakari Gruha Nirman Sanstha (Proposed)**" to be registered under the Maharashtra Co-operative Societies Act (hereinafter referred to as "**the said society**").
- C.** The said property is completely occupied by proposed members of the said proposed society/tenants/occupants.
- D.** By a Special General Body Meeting, the said society vide its Resolution interalia resolved to grant development rights in respect of the said property to the Promoter, the development work of the said property, under Regulation No. 33 (10) of the Development Control Regulation for Greater Mumbai 1991.
- E.** By a Development Agreement dated 30th May, 2006, made and entered into between the Promoter (therein referred to as "the Developers") of the One Part and the said society through its authorized committee members/office bearers (therein referred to as "the society") of the Other Part the society therein agreed to grant all the development rights in respect of the said property to the Promoter, for the consideration and on the terms and conditions more particularly set out therein.
- F.** By an Irrevocable Power of Attorney dated 30th May, 2006, in favour of the said Promoter interalia to obtain various statutory permissions, carry on construction / development works on the said property, to sell the premises to be constructed from the FSI / benefit available and to receive the consideration amount from the sale thereof and to do various acts, deeds, matters and things in respect of the said property.
- G.** The appropriate authority i.e. the Ward Officer F/South Ward of Brihanmumbai Mahanagar Palika has on 16th April, 2008 issued Annexure II

bearing No. SRA/F-D/02661/Slum, setting out details of the eligible and non-eligible slum dwellers in respect of the said property.

- H. The Slum Rehabilitation Authority has issued Annexure III on 25th April, 2008 bearing no. SRA/ACCT/ANNEXIII/CERT/1646/2008/572, setting out details of the SRA Scheme.
- I. The Tata Power Co. Ltd. vide its letter dated 3rd December, 2008, bearing reference No. TLJ/LA-01/(SGB)/739 has given its “No Objection Certificate” for proposed development of the said property which is adjacent to Tata Power’s 110 KV Trombay-Parel Line Nos. 1, 2 & 4 and 110 KV Parel-Mankhurd line in span 17-19.
- J. The Promoter also obtained individual irrevocable consents and have entered into separate individual agreements with majority of the slum dwellers/tenants/ occupants on the said property.
- K. Pursuant to the aforesaid, the Slum Rehabilitation Authority have from time to time issued Letter of Intent dated 11th February, 2010, Revised Letter of Intent dated 22nd May, 2015, Revised Letter of Intent dated 29th December, 2016 & Revised Letter of Intent dated 22nd January, 2019 all bearing No. SRA/ENG/1596/FS/ML/LOI (**“the said LOI”**) to M/s. Shree Sukhakarta Developers, interalia granting permission for the proposed Slum Rehabilitation Scheme on the said property in accordance with Development Regulation No. 33 (10) and Appendix – IV of the amended Development Control Regulations for Greater Mumbai 1991, on the terms and condition setout therein. A copy of the said LOI is annexed hereto as **ANNEXURE “B (colly)”**.
- L. Thereafter the Promoters have obtained the (i) Intimation of Approval (IOA) dated 30th October, 2012 and the amended IOA dated 11th June 2015, both bearing No. SRA/ENG/2726/FS/ML/AP in respect of the Rehab Building No 1 on portion of the said property, (ii) Intimation of Approval (IOA) dated 13th March, 2013, the amended IOA dated 11th June 2015 & 28th Janaury 2019, all bearing No. SRA/ENG/2987/FS/ML/AP in respect of the Sale Building No 2 on portion of the said property and (iii) Intimation of Approval (IOA) dated 7th February 2019, bearing No. F-S/MCGM/0051/20060825/AP/S3 in respect of the Sale Building No 3 on portion of the said property. Copies of the IOA of the Sale Building No 3 is annexed hereto as **ANNEXURE “C”**.
- M. The Promoters have obtained (i) Commencement Certificate (C.C.) dated 2nd March, 2013 bearing No. SRA/ENG/2726/FS/ML/AP in respect of the Rehab Building No. 1 and the same has been revised from time to time, and (ii) C.C. dated 7th February, 2019, bearing F-S/MCGM/0051/20060825/AP/S3 in respect of the Sale Building No 3 on

portion of the said property. A copy of the CC of the Sale Building No 3 is annexed hereto and marked as **ANNEXURE "D"**.

- N.** Earlier the layout was duly approved by the Slum Rehabilitation Authority (hereinafter referred to as "**the SRA**") for the said scheme. As per the present layout the Promoter are desirous of constructing on a portion of the said Larger properties..
- O.** The Promoters further state that they are constructing on the portion of the said property, an annex building consisting of stilt 14 (fourteen) parking levels plus ____ level of for amenities and services and a sale Building no 3 comprising of 40 (Forty) Upper floors or more upper floors, subject to sanction and permission to be obtained from the concerned authorities, which shall be allotted by the Promoters (hereinafter referred to the "**THE SALE BUILDING NO 3**") subject to approval to be obtained from concerned authorities. The name of the said proposed buildings (i.e. the Sale Building No 3) shall be "**RUPAREL NOVA**".
- P.** The Promoters hereby declares that the Floor Space Index available as on date in respect of the S. R. A. Scheme Land in respect of the said property for construction of necessary rehabilitation buildings as well as free sale buildings on the property and which *inter alia* permitted total built up area of _____ square meters or thereabouts out of which rehabilitation built up area would be _____ square meters and sale built up area of _____ square meters by consuming FSI of ____ *in situ* on the basis of the total area admeasuring _____ square meters or thereabouts.
- Q.** The proposed sale building/s is only a part of a larger construction S.R. Scheme of the Promoter who propose not only to construct the said Building No 3 (i.e. Ruparel Nova) and other building/s for developing on the said property but are also desirous of developing one or more adjoining slum properties as a single scheme / layout. The said adjoining properties and Slum Societies are hereinafter jointly referred to as "Adjoining Land" and the said Properties and "the Adjoining Land" are hereinafter jointly referred to as "**The Scheme Land**". The Promoter shall be entitled to club and or amalgamate the development of the said Properties along with any of the Adjoining Lands in which event there will be joint development of both/ all such properties. There will be additional re-habilitation building/s to rehabilitate the slum dwellers/occupants/ tenants of such other properties and there shall be further floors / wings / buildings for the sale component in respect of such other land / properties. The Promoter shall be entitled to make necessary changes in the plans as they may deem fit.
- R.** The Promoter shall in their sole discretion be entitled to change the area and/or location of the said Building/s, any Car Parking Towers/Area/Spaces, recreation area, garden or sewerage treatment plant or other specifically

earmarked areas as they may desire and make any amendments, modifications and/or changes therein.

- S.** In the premises, the Promoter is absolutely entitled to the development rights in respect of the said property and entitled to develop the said property in the manner as it may deem fit and proper, save and except the area to be provided for the rehabilitation of the hutment dwellers.
- T.** The Promoter has, subject to the terms and conditions of the aforesaid Special General Body Resolutions, Development Agreements, Irrevocable Power of Attorneys, Annexure II, Annexure III, the Letter of Intent & Revised Letter of Intent/s, the IOA & Revised IOA's, the C.C. & Revised C.C.'s, the Chief Fire Officer NOC and the Development Plan Remarks and other permission and approvals of plans, etc. referred to herein and any amendments, modifications and/or changes therein, the sole and exclusive right to sell and/or otherwise deal with the aforesaid all sale building/s and the premises / flats / units / parking space or any other premises to be constructed by the Promoter on the said properties/ the SRA Scheme land and to enter into agreement/s with the Allottee/s of the premises, flats, automotive / mechanical parking spaces, stack parking, stilt parking's, etc. and to receive the sale proceeds in respect thereof.
- U.** The Promoter have appointed an Architect registered with the Council of Architects and have also appointed a Structural Engineer for the preparation of structural designs and drawings of the said building and the Promoter accept the professional supervision of the Architect and Structural Engineer till the completion of the said Building/s and other buildings.
- V.** In these circumstances, the Promoter is in process of constructing the rehab building/s and the aforesaid sale building/s and other buildings including commercial building/s on the said property and are selling and transferring the premises on ownership basis, premises, flats, units in the said sale Building/s and other buildings including commercial building/s and are allotting the specific exclusive user of vehicle parking spaces in open / basement / stilt / vehicle parking space and other premises in the aforesaid Car Parking Spaces.
- W.** The Promoters shall be entitled to change the area and/or location of the Sale Building recreation area, garden or sewerage treatment plant or other specifically earmarked areas as they may desire and make any amendments, modifications and/or changes therein.
- X.** In the premises, the Promoters are absolutely entitled to the development rights in respect of the said property in the manner as they may deem fit and proper save and except the area to be provided for the Rehabilitation of the hutment dwellers.

- Y.** The Promoters have subject to the terms and conditions of the aforesaid Development Agreement, the above referred LOI's and writings referred to herein and any amendments, modifications and/or changes therein, the sole and exclusive right to sell and/or otherwise deal with the Sale Building/s and other building/s including commercial building/s and the premises / flats / shop / parking space or any other premises to be constructed by the Promoters on the said property / The Scheme Land and to enter into agreement/s with the Allottee/s of the premises, flats, parking space etc. and to receive the sale proceeds in respect thereof.
- Z.** The said M/s. Shree Sukhakarta Developers a partnership firm got converted / transferred into a private limited i.e. Shree Sukhakarta Developers Private Limited, registered with Registrar of Companies vide Certificate of Registration dated 3rd July, 2013 bearing Corporate Identity No. U45200MH2013PTC245154.
- AA.** At the instructions of the Promoters, _____, Advocate has investigated the title of the Promoters to the said Property, and the said Advocate by his/her Title Certificate dated _____ 2019, interalia opined the Promoters are authorised and entitled to develop the Sale Building on the portions of said property and construct buildings thereon and sell the premises therein. A copy of the said Title Certificate is also annexed hereto and marked as **ANNEXURE "E"**.
- BB.** The aforesaid development is a Slum Rehabilitation Scheme wherein the Free Sale FSI/TDR is generated as a cross-subsidy due to construction of Rehabilitation units of slum dwellers/occupants and by payment of requisite premium for the Fungible FSI/Area. The aforesaid FSI/TDR/Fungible FSI belongs solely to the Promoter who may decide where, when and how to use/load/consume the same within the said Property/the said scheme land or any part thereof. The Rehab Building/s, Composite Building/s & Sale Building/s and other buildings including commercial building/s is part of the properties being executed by the Promoters. The development for the properties will be done in an organized fashion i.e. in a phase-wise manner and shall be in the discretion of the Promoter;
- CC.** The Promoters shall be installing an electric substation constructed by BEST or TATA Power or Reliance Energy (now known as Adani Electricity) on a portion of the said property.
- DD.** The Promoters have got approved from the concerned local authority, the plans, specification, elevations, sections and details of the said sale building no 3 (i.e. Ruaprel Nova). It has been clarified that the said plans, specification, elevations, sections and details of the said Sale Building No 3 "Ruparel Nova", may be altered, modified, changed, etc, as it may be required for obtained any approval, permissions, sanctions, etc, from the concerned authorities and that the Allottee/s have given its Irrevocable

Consent and approval for the same as required under the provisions of section 14(2)(i) and 14(2)(ii) of the Real Estate (Regulations and Development) Act 2016 and the Purchasers hereby agrees and undertakes that they shall in no event challenge and or dispute for the same in any manner whatsoever.

- EE.** The Promoters have accordingly commenced construction of the said Sale building/s and other buildings, including the commercial building/s in accordance with the said plans. The Promoters are offering premises / flats space on ownership basis in the said Sale Building No 3 i.e. Ruaprel Nova.
- FF.** The present layout, design, elevation, plans, etc. may be required to be amended from time to time by the Promoters and the Allottee/s has entered into the present Agreement knowing fully well that the scheme of development proposed to be carried out by the Promoters on the said property may take a very long time, therefore the Promoters may require to amend, from time to time, the plans, lay out, design, elevation etc. and the Allottee/s has no objection to the Promoters making such amendments, however in the event the area and location of the Premises is required to be altered and or modified and or changed, then the Promoters will obtain the consent from the Allottee/s.
- GG.** The Allottee/s demanded from the Promoters and the Promoters have given inspection to the Allottee/s of all the documents of title (including all the documents referred under this Agreement) relating to the said property including the true copy of the plans, designs and specifications prepared by the Promoters' Architect and of such other documents as are specified under the Real Estate (Regulation & Development) Act 2016, and the rules made thereunder and the Allottee/s confirm having seen, perused, verified and understood the said documents, writing etc., fully and have thereafter agreed to enter into this Agreement with the full knowledge thereof realizing that this Agreement is subject to the terms and conditions contained in the above mentioned documents.
- HH.** The Promoters have registered the Project known as "**Ruparel Nova**" as per the provision under the Real Estate (Regulations & Development) Act 2016 ("**RERA Act**"), accordingly the Maharashtra Real Estate Regulatory Authority has issued Registration Certificate of Project, Form "C", under rule 6 (a) on _____ 2019 under no "_____". A copy of Registration Certificate of Project dated _____ 2019, is annexed as the **ANNEXURE "I"** hereto.
- II.** The Premises / Flat Purchaser/s applied to the Promoters for allotment of the Premises / **Flat No.** ____ on the ____ **Floor**, in the proposed sale building no 3 to be constructed and to be known as "**RUPAREL NOVA**" on the said property (the said flat are hereinafter referred to as "**the said**

**premises/ flat/s") for the sale price / total consideration of Rs. _____/-
(Rupees _____ Only) ("Total Consideration").**

- JJ.** This agreement is entered into by the Allottee/s on a specific understanding that the Allottee/s shall not insist upon the Conveyance / Lease being executed in favour of the proposed/said Society until the entire development of the project known as **"Ruparel Nova"** is complete in all respects and Building Occupation/Completion Certificate is received.
- KK.** Relying upon the application, declarations, representations, assurances and agreement herein contained the Promoters have agreed to sell to the Allottee/s the said Premises/flats at the price and on terms and conditions hereinafter appearing.
- LL.** The Promoter reserves to itself the right to make such alterations, additions and/or in the layout/building plans as may be deemed necessary by the Promoter, without affecting the said Premises agreed to be sold hereunder to the Allottee/s and consequent thereto construct such additional premises as permissible under the Development Control Regulations and/or by MCGM and other concerned authorities from time to time. The Allottee/s hereby grant their irrevocable consent on the same.
- MM.** Prior to the execution of these presents, the Allottee/s has/have paid to the Promoter a sum of **Rs. _____/- (Rupees _____ Only)** as earnest money being part payment of the sale price of the said premises / flat agreed to be sold by the Promoter to the Allottee/s as earnest money (the payment and receipt whereof the Promoters do hereby admit and acknowledge) and the Allottee/s has/have agreed to pay to the Promoter the balance of the sale price in the manner hereinafter appearing.
- NN.** Under provisions of RERA, the Promoter is required to execute a written Agreement for Sale in respect of the said Premises agreed to be sold to the Allottee/s and the Parties are therefore, executing these presents. The Allottee/s shall lodge this Agreement for registration before the concerned Sub-Registrar for Registration and upon intimation of the same to the Promoter, the Promoter shall attend the office of Sub-Registrar and admit execution thereof so as to get it registered under the provisions of Indian Registration Act, 1908.
- OO.** Hereinafter for the sake of brevity, the term Allottee/s shall be referred to as "the Allottee/s" and shall include Investor/s for the purposes of Article 5(g-a)(ii) of the Schedule I to the Bombay Stamp Act, 1958.

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

1. It is agreed between the parties hereto that all the recitals of this Agreement shall form part and parcel of operative part of this Agreement and shall be read accordingly.
2. The Promoters are as aforesaid constructing sale building no 3 to be known as **"RUPAREL NOVA"** and shall construct the said sale building alongwith basement and other space reserved for parking vehicles on the said property, in accordance with the plans, specifications and designs approved/that may be approved by Slum Rehabilitation Authority (SRA) or other appropriate local authority which have been seen and approved by the Allottee/s, with such variations and modifications as the Promoter may consider necessary or as may be required by the concerned authorities or government from time to time or become necessary due to architectural and structural reasons. The Allottee/s is aware that at present building plans in respect of wings _____ are sanctioned up to _____ floors, while building plan in respect of wing _____ is sanctioned up to _____ floor only. The Promoter will in due course of time, submit amended plan in respect of wing _____ so that ultimately all the _____ wings will consist of _____ floors. This shall operate as an irrevocable consent in writing of the Allottee/s to the Promoter carrying out such changes in the building plans. PROVIDED THAT if such variations and modifications relates to addition and alteration in lay-out plan of the Sale Building No 3 or common area then the Promoter shall before carrying out such addition or alteration in lay out plan or specification of the building or common area obtain prior consent as required under the Act of the Allottee/s who have agreed to take Said Premises in such building. PROVIDED FURTHER that the Promoter is entitled to implement the Scheme to the fullest extent by carrying out such additional development and/or alterations and/or additions and/or modifications in the said building and/or other building/s to be constructed on the said Property, more particularly described in the First Schedule hereunder written. This shall operate as an irrevocable consent in writing of the Allottee/s to the Promoter carrying out such changes in the building plans. If the building/Wing, in which the Allottee/s have agreed to acquire the premises, are completed earlier than other Buildings / Wing on the said Property, the Allottee/s confirms that the Promoter then will be entitled to utilize any F.S.I. whether T.D.R. or any other benefits or otherwise, which may be available on the said property, the said entire property or any part thereof or any adjoining property or properties as the case may be, written.
3. The Promoter is as aforesaid constructing a building and the annex car parking buildings to be known as **"RUPAREL NOVA"** and shall construct the said building/s on the portion of the said property in accordance with the plans, designs, specifications etc. approved by the concerned local authority and which have been seen and approved by the Purchaser/s with only such variations and modifications as the Promoter may consider necessary or as may be required by the SRA and or the concerned authority or the concerned local authority or the Government to be made in them or any of them. The

Purchaser/s hereby expressly consent to the Promoter re-designing any building or buildings or the recreation area or internal road and passages and such other area or areas which the Promoter may desire to realign and redesign. If the building/Wing, in which the Purchaser/s have agreed to acquire the premises, are completed earlier than other Buildings / Wing on the said Property, the Purchaser/s confirms that the Promoter then will be entitled to utilize any F.S.I. whether T.D.R. or any other benefits or otherwise, which may be available on the said property, the said entire property or any part thereof or any adjoining property or properties as the case may be, written. Notwithstanding anything else contained herein, till the construction of the building "Ruparel Nova" and other buildings including the commercial buildings to be constructed on the said property / the scheme land are completed and the F.S.I. and/or T.D.R. and/or the any other benefits available in present or in future on the said property are fully utilized by the Promoter and all the obligations, required to be carried out by the Purchaser/s herein and the other Purchaser/s of premises from the said Promoter, are fulfilled, the Promoter shall not be bound and shall not be called upon or required to form any Co-operative Society, Limited Company or condominium of Apartment Owners, as the case may be. The Purchaser/s agree and irrevocably consent not to raise any demand or dispute or objection in that behalf.

4. The Allottee/s herein has/have prior to the execution of this agreement independently have seen and perused the title certificate annexed to this agreement and also otherwise satisfied himself/herself/themselves/itself about the title of the Promoters to the said property and have accepted the same as it stands and he/she/they/it shall not hereafter be entitled, to further investigate the title of the Promoters and no requisitions or objection shall be raised on any matter relating to the title by the Allottee/s herein after execution of this agreement.
5. The Purchaser/s hereby agrees/agree to purchase from the Promoters and the Promoters hereby agree to sell to the Purchaser/s /Flat / Premises No. _____, admeasuring _____sq.ft. carpet area, on the _____ floor, from the ground level (lower floors may include stilt + podiums levels for parking vehicles + entrance levels, etc.) of the proposed sale building to be known as **"RUPAREL NOVA"** delineated in RED colour boundary line on the floor plan thereof hereto annexed and marked as **Annexure "F"**, together with an exclusive right to use _____ () vehicle parking being the common area (hereinafter the said flat and basement/stilt/podium/open parking space are jointly referred to as **"the said Premises"**), for the price of **Rs. _____/- (Rupees _____ Only)** including the proportionate price of the common areas and facilities appurtenant to the said premises, extent and description of the common/limited common areas and facilities as more particularly mentioned hereunder. The Allottee/s has paid to the Promoters on or before the execution of this agreement a sum of **Rs. _____ - (Rupees _____ Only)** as and

by the way of earnest money and hereby agrees by pay to the Promoters the balance amount of **Rs. _____/- (Rupees _____ Only)**. The total consideration of **Rs. _____/- (Rupees _____ Only)** is to be paid in the following manner:- **(NOTE : MR ADITYA & GITANJALI TO CHECK & CONFIRM FOLLOWING STAGES)**

- (i) a sum of Rs. _____/- (Rupees _____ only) as earnest money deposit paid on or before the execution of these presents (the payment and receipt whereof the Promoters do hereby admit and acknowledge and releases and acquits the Allottee/s therefrom and every part thereof);
- (ii) a sum of Rs. _____/- (Rupees _____ only) being the balance of the purchase price to be paid by the Allottee/s in the manner and by the installments mentioned hereunder :
 - (a) **Rs. _____/- (Rupees _____ Only)** paid as booking amount of the building in which the said premises is situated before execution of this agreement;
 - (b) **Rs. _____/- (Rupees _____ Only)** paid on excavation of the building in which the said premises is situated before execution of this agreement;
 - (c) **Rs. _____/- (Rupees _____ Only)** to be paid, on commencement of Plinth level of the building in which the said premises is situated;
 - (d) **Rs. _____/- (Rupees _____ Only)** to be paid, on commencement of 1st slab of the building in which the said premises is situated;
 - (e) **Rs. _____/- (Rupees _____ Only)** to be paid, on commencement of 2nd slab of the building in which the said premises is situated;
 - (f) **Rs. _____/- (Rupees _____ Only)** to be paid, on commencement of 3rd slab of the building in which the said premises is situated;
 - (g) **Rs. _____/- (Rupees _____ Only)** to be paid, on commencement of 4th slab of the building in which the said premises is situated;

- (h) **Rs. _____/- (Rupees _____ Only)** to be paid, on commencement of 5th slab of the building in which the said premises is situated;
- (i) **Rs. _____/- (Rupees _____ Only)** to be paid, on commencement of 6th slab of the building in which the said premises is situated;
- (j) **Rs. _____/- (Rupees _____ Only)** to be paid, on commencement of 7th slab of the building in which the said premises is situated;
- (k) **Rs. _____/- (Rupees _____ Only)** to be paid, on commencement of 8th slab of the building in which the said premises is situated;
- (l) **Rs. _____/- (Rupees _____ Only)** to be paid, on commencement of 9th slab of the building in which the said premises is situated;
- (m) **Rs. _____/- (Rupees _____ Only)** to be paid, on commencement of 10th slab of the building in which the said premises is situated;
- (n) **Rs. _____/- (Rupees _____ Only)** to be paid, on commencement of 11th slab of the building in which the said premises is situated;
- (o) **Rs. _____/- (Rupees _____ Only)** to be paid, on commencement of 12th slab of the building in which the said premises is situated;
- (p) **Rs. _____/- (Rupees _____ Only)** to be paid, on commencement of 13th slab of the building in which the said premises is situated;
- (q) **Rs. _____/- (Rupees _____ Only)** to be paid, on commencement of 14th slab of the building in which the said premises is situated;
- (r) **Rs. _____/- (Rupees _____ Only)** to be paid, on commencement of 15th slab of the building in which the said premises is situated;
- (s) **Rs. _____/- (Rupees _____ Only)** to be paid, on commencement of 16th slab of the building in which the said premises is situated;

- (t) **Rs. _____/- (Rupees _____ Only)** to be paid, on commencement of 17th slab of the building in which the said premises is situated;
- (u) **Rs. _____/- (Rupees _____ Only)** to be paid, on commencement of 18th slab of the building in which the said premises is situated;
- (v) **Rs. _____/- (Rupees _____ Only)** to be paid, on commencement of 19th slab of the building in which the said premises is situated;
- (w) **Rs. _____/- (Rupees _____ Only)** to be paid, on commencement of 20th slab of the building in which the said premises is situated;
- (x) **Rs. _____/- (Rupees _____ Only)** to be paid, on commencement of 21st slab of the building in which the said premises is situated;
- (y) **Rs. _____/- (Rupees _____ Only)** to be paid, on commencement of 22nd slab of the building in which the said premises is situated;
- (z) **Rs. _____/- (Rupees _____ Only)** to be paid, on commencement of 23rd slab of the building in which the said premises is situated;
- (aa) **Rs. _____/- (Rupees _____ Only)** to be paid, on commencement of 24th slab of the building in which the said premises is situated;
- (bb) **Rs. _____/- (Rupees _____ Only)** to be paid, on commencement of 25th slab of the building in which the said premises is situated;
- (cc) **Rs. _____/- (Rupees _____ Only)** to be paid, on commencement of 26th slab of the building in which the said premises is situated;
- (dd) **Rs. _____/- (Rupees _____ Only)** to be paid, on commencement of 27th slab of the building in which the said premises is situated;
- (ee) **Rs. _____/- (Rupees _____ Only)** to be paid, on commencement of 28th slab of the building in which the said premises is situated;

- (ff) **Rs. _____/- (Rupees _____ Only)** to be paid, on commencement of 29th slab of the building in which the said premises is situated;
- (gg) **Rs. _____/- (Rupees _____ Only)** to be paid, on commencement of 30th slab of the building in which the said premises is situated;
- (hh) **Rs. _____/- (Rupees _____ Only)** to be paid, on commencement of 31st slab of the building in which the said premises is situated;
- (ii) **Rs. _____/- (Rupees _____ Only)** to be paid, on commencement of 32nd slab of the building in which the said premises is situated;
- (jj) **Rs. _____/- (Rupees _____ Only)** to be paid, on commencement of 33rd slab of the building in which the said premises is situated;
- (kk) **Rs. _____/- (Rupees _____ Only)** to be paid, on commencement of 34th slab of the building in which the said premises is situated;
- (ll) **Rs. _____/- (Rupees _____ Only)** to be paid, on commencement of 35th slab of the building in which the said premises is situated;
- (mm) **Rs. _____/- (Rupees _____ Only)** to be paid, on commencement of 36th slab of the building in which the said premises is situated;
- (nn) **Rs. _____/- (Rupees _____ Only)** to be paid, on commencement of 37th slab of the building in which the said premises is situated;
- (oo) **Rs. _____/- (Rupees _____ Only)** to be paid, on commencement of 38th slab of the building in which the said premises is situated;
- (pp) **Rs. _____/- (Rupees _____ Only)** to be paid, on commencement of 39th slab of the building in which the said premises is situated;

- (qq) **Rs. _____/- (Rupees _____ Only)** to be paid, on commencement of 40th slab of the building in which the said premises is situated;
- (rr) a sum of Rs. _____/- on commencement of internal/ external wall plastering;
- (ss) a sum of Rs. _____/- on commencement of flooring & tiling in the said Premises;
- (tt) a sum of Rs. _____/- (Rupees _____ only) being the balance amount payable against possession of the said premises being offered by the Promoters to the Allottee/s, pending execution of Deed of Lease / Deed of Conveyance in favour of any Co-operative Housing Society or Limited company or condominium of Apartments, as the case may be. The Allottee/s shall without fail and without any delay or default or demur pay the aforesaid installments on its respective due dates, as time in respect of each of the said payments is OF THE ESSENCE OF THE CONTRACT. The Promoters will forward by courier/email/ post to the Allottee/s, intimation of the Promoters having carried out/commenced the aforesaid work, at the address given by the Allottee/s under this Agreement and the Allottee/s will be bound to pay the amount of installments within seven days of Promoters dispatching such intimation. The Promoters shall keep the certificate of their Architect/s certifying that the Promoters have carried out/commenced the aforesaid work and such certificate will be open for inspection to the Allottee/s at the office of the Promoters. The said certificate shall be valid and binding upon the Allottee/s and the Allottee/s agree not to dispute the same.

It is expressly agreed by the Allottee/s herein that the time for the payment of each of the aforesaid installments of the consideration and other amounts shall be the essence of the contract. All the above respective payments shall be made within seven days of him/her/them/it to make payment of the same. The Promoters will send such notice under certificate of posting at the address mentioned hereinafter to the Allottee/s and such posting will be sufficient discharge to the Promoters. The Allottee/s shall make all payments of the consideration amount due and payable to the Promoters through an account payee cheque / demand draft / pay order / wire transfer / any other instrument drawn in favour of “ _____ ” Branch, (i.e. the Escrow Bank) bearing Accounts No “ _____ ”.

6. The carpet area of the said Premises / Flat is ____ sq. ft. or thereabouts and "carpet area" includes the net usable floor area of the Premises, excluding the area covered by the external walls, areas under service shafts/service area, exclusive enclosed balcony / balcony, deck or verandah area and exclusive open terrace area, but includes the area covered by the internal portion walls ("walls" would mean walls made of Reinforced Cement Concrete (RCC) or plain concrete or Shear wall(s) or wall made from bricks or blocks or precast materials or drywalls or precast walls or columns or walls made of any material or composition of one or more of any of the materials and shall include column(s) within or adjoining or attached to the wall) of the said Premises. The Allottee/s has been specifically informed that apart from the said Carpet Area, the said premises enjoys certain further areas provided with certain common areas such as vehicle parking floors, passages, lift well, staircase, entrance lobby, etc., as part of the building for the use of flat Allottee/s." It has been further clarified that the carpet area as per the approved / sanction by the concerned authorities is ____ sq. mts. or thereabouts.
7. The Allottee/s is/are aware that in addition to the aforesaid amounts as per present statute GST is leviable on the total consideration payable hereunder and consequently, the amount of each installment payable by the Allottee/s to the Promoter, including any of the aforesaid installments or any part of the total consideration as mentioned in clause no. 5 hereinabove, the Allottee/s will be required to pay the applicable GST to the Promoter in respect of this transaction. The Allottee/s hereby undertake(s) to pay the amount of the applicable GST along with each instalment from the effective date with retrospective effect on which the relevant enactment/notification shall/has come into effect and further shall not dispute or object to payment of such statutory dues. Failure to pay to the Promoter the GST including any part of the aforesaid total consideration as mentioned in clause No. 6 hereinabove, applicable shall be deemed to be a default in payment of amount due to the Promoter and will result in termination of this Agreement and forfeiture by the Promoter of the amounts paid hereunder, if such payment is not accompanied with the applicable GST. Provided further that, if on account of change/amendment in the present statute or laws, statutes, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government, GST or any other taxes become payable hereafter on the amounts payable by the Allottee/s to the Promoter in respect of this transaction and/or aforesaid taxes levied are increased on account of revision by Authorities, the Allottee/s shall be solely and exclusively liable to bear and pay the same. If the same are not paid as aforesaid, the Allottee/s shall be liable to pay the same with interest at the rate which is the highest marginal cost of lending rate of State Bank of India plus 2% p.a. thereon before taking possession of the said Premises. The Allottee/s shall forthwith on demand pay to the Promoter the amounts payable by the Allottee/s in order to enable the Promoter to pay the same to the concerned authorities and any other or further amounts payable by the Allottee/s and the Allottee/s shall pay the same without any protest and there shall be a charge on the said Premises for such unpaid amounts (without prejudice to any other rights that may be available to the

Promoter). The Allottee/s hereby indemnifies and agrees to keep the Promoter indemnified for all times against any loss or damage or penalty or prosecution that may be occasioned to the Promoter on account of the Allottee/s failing to pay to the Promoter on demand the amount payable by the Allottee/s towards the said taxes as provided hereinabove.

8. 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 taxes, property taxes, charges or levies which may be increased, levied or imposed by the competent authority, Local Bodies/Government from time to time or otherwise as stated herein. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, taxes, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s.
9. In case of any dispute regarding the measurement of carpet area and exclusive area, the same shall be physically measured after removing all finishes and the cost of removal of finishes shall be borne by the party that raises dispute in relation to the Carpet Area and Exclusive Area. The total price payable for the carpet area and Exclusive Area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area then Promoter shall in the discretion of the Promoter either adjust the excess money in the subsequent installment or refund the excess money paid by the Allottee/s within forty-five days. In case of payment beyond 90 days the Promoter shall pay interest at the rate of State Bank of India's highest Marginal Cost of Lending rate + 2% per annum. If there is any increase in the carpet area allotted to the Allottee/s, the Promoter shall demand additional amount from the Allottee/s to be paid to the Promoter within 30 days from the date of confirmation/deemed confirmation of such increase in floor area of the said Premises by both parties. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.
10. The promoter has expressly made clear to the Allottee/s that the Promoter has obtained necessary approvals however, some of the other approvals including amendments of the current approval shall be proposed from time to time and that the Allottee/s has granted an irrevocable consent to the above and entered into this agreement. While carrying out such amendment, the Promoter shall ensure that such amendments shall not affect floor of the said Premises. In case there is a change of floor and / or change in area in the carpet area and exclusive area only then the Promoter shall require a written consent from the Allottee/s for making such amendments in the sanctioned plans from the local authorities. Such consent shall be deemed to have been given by the Allottee/s if not refused in writing by him/her within 15 days from intimation from the Promoter.

11. It is expressly agreed that the time for the payment of each of the aforesaid installments of the consideration and other amounts shall be the Essence of The Contract. The said Consideration is derived on the basis that (a) the Promoter shall be entitled to utilise the entire unconsumed and residual Floor Space Index (F.S.I.), if any, in respect of the said Property / the Scheme Land, and the entire increased, additional, future and extra F.S.I. (whether by way of purchase of FSI from the layout and/or purchase of FSI from the authorities by payment of premium or price and/or the change of law and policy and/or the purchase of Transferable Development Rights and/or floating FSI or FSI/benefit against land acquired for road widening, set back or otherwise) before the formation of the Society/Ultime Body of Allottee/s and even post formation of the Society/Ultime Body of Allottee/s for a period of 5 years after the execution of the Deed of Conveyance/Lease/Assignment of Lease, as the case may be and/or deemed Conveyance/Lease/Assignment of Lease as, the case may be and/or 5 years after the statutory vesting of the said Sale Building in favour of the Society or federation of societies or apex society and (b) the Allottee/s has accorded his irrevocable consent to the Promoter whereby the Promoter shall be entitled to make any variations, alterations, amendments or deletions to or in the scheme of development of the Property / Land, relocate/realign service and utility connections and lines, open spaces, parking spaces, recreation areas and all or any other areas, amenities and facilities as the Promoter may deem fit in its sole discretion and/or to the Sanctioned Plans (from time to time) before the formation of the Society and even post formation of the Society/Ultime Body and even after the execution of the Deed of Conveyance/Lease/Assignment of Lease, as the case may be /and/or deemed Conveyance/Lease/Assignment of Lease, as the case may be and/or after the statutory vesting of the said sale Building in favour of the Society/Ultime Body. All the above respective payments shall be made to the Promoter within seven days of the due date notwithstanding the Allottee/s not having received any intimation in writing to make payment of the same. The Allottee/s shall make all payments of the consideration amount due and payable to the Promoter through an account payee cheque / demand draft / pay order / wire transfer / any other instrument drawn in favour of the Promoter.
12. It is agreed by the Allottee/s that any delay or default in the payment of any amounts under this agreement by the Allottee/s is likely to result in a delay in offering/handing over the possession of the unit to the Allottee/s herein as also other Allottee/s. Delay in handing over of possession will expose the Developer to harsh consequences. The Allottee/s therefore agrees that notwithstanding what is stated in the event of such delay and/or default, in payment of money dues, the Allottee/s shall, apart from what is stated above, be fully responsible for the consequences thereof, whether monetary or otherwise including but not limited to defending any proceedings that may be initiated against the Promoter for delay in handing over possession and for non-payment of any dues payable under this Agreement.

13. Time is essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and offering/handing over the Premises to the Allottee/s and the common areas to the association of the Allottee/s after receiving the part/full Occupancy Certificate or the Completion Certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided herein above ("Payment Plan").
14. The Allottee/s is aware in accordance with section 194 IA of the Income Tax Act, 1961, TDS has to be deducted @ of 1% of the consideration or such other rate as may be prescribed by Income Tax Authorities from time to time including the amount of taxes, if any, while making any payment to/crediting the account of the Promoter under this Agreement. The amount so deducted by the Allottee/s is required to be paid to the Income Tax Authorities on or before the 7th of the next English Calendar month. As required under the Income Tax Act, 1961 the amount of TDS deducted shall be paid by the Allottee/s electronically only by using Form No. 26QB. The TDS shall be acknowledged/credited by the Promoter, only upon the Allottee/s submitting the original TDS Certificate within 30 days from the end of the month in which such payment was made or credit was given and the amount of TDS as mentioned in the certificate matches with the data available with the Income Tax Department concerning the tax deducted at source on behalf of the Promoter in the prescribed Form No. 26AS of the Promoter. The Allottee/s further agrees and undertakes that if the Allottee/s fails and/or neglects to deduct the tax at source or fails to pay the same after deduction to the Income Tax Authorities, the Allottee/s alone shall be deemed to be an Assesse in default in respect of such tax and the Promoter shall not be liable for any statutory obligations/liability for non-payment of such TDS. In the event that the Allottee/s fails to deduct such amount and/or to pay such amount to the Government Treasury then the Allottee/s shall be liable to suffer or incur all the consequences including to reimburse the damages or loss which may be suffered or incurred by the Promoter by reason of non-deposit of such amount in the Government Treasury and/or upon the failure to furnish the Challan/TDS Certificate evidencing such payment to the Promoter.
15. The Allottee/s agrees to pay to the Promoter interest at the rate which is the highest marginal cost of lending rate of State Bank of India plus 2% per annum on all the amounts, which become due and payable by the Allottee/s to the Promoter under these presents, including towards maintenance charges from the date the said amount becomes due, until actual payment. It is clarified and the Allottee/s accords his irrevocable consent to the Promoter to appropriate any payment made by him, notwithstanding any communication to the contrary, in the following manner :
 - (i) Firstly, towards any cheque bounce charges in case of dishonour of cheque.

- (ii) Secondly, towards interest, if any, payable by the Allottee/s for delayed payments;
 - (iii) Thirdly, towards costs and expenses for enforcement of this Agreement and recovery of the Total Consideration, dues and taxes payable in respect of the said Premises.
 - (iv) Fourthly, towards outstanding dues including Total Consideration in respect of the said Premises or under the Agreement.
16. The Notwithstanding what is otherwise stated herein Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any in his/her name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object /demand /direct the Promoter to adjust his/her payments in any manner.
17. 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 at the time of sanctioning the said plans or thereafter and shall before handing over possession of the Premises to the Allottee/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Premises.
18. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is _____ and Promoter has planned to utilize Floor Space Index of _____ sq.mts. which is the permissible sale BUA on site as per the above referred LOI's and over and above this the Promoter will and can avail FSI/ TDR on payment premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulation, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ as presently proposed to be utilized by him on the project land in the said project and Allottee/s has agreed to purchase the said Premises based on the proposed construction and sale of Premises to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
19. Without prejudice to the Promoter's rights under this agreement and/or in law, including for damages the Promoter, as the case may be, shall be entitled to claim and the Allottee/s shall be liable to pay to the Promoter, as the case may be, interest at the rate which is the highest marginal cost of lending rate of State Bank of India plus 2% per annum on all such amounts /payments which may become due and payable by the Allottee/s under the terms of this agreement and remain unpaid for seven days or more after becoming due.
20. Any delay and / or default in payment of the amounts as and when due and payable to the promoters shall amount to breach of this agreement. Further, a "breaches remedying charges" of Rs. _____/- shall be levied over and above the delayed payment interest and total consideration under this agreement.

Such charges shall be imposed only if there are any three payment delays that are due as per payment schedule hereinabove and a termination notice has been issued to the Allottee/s.

21. Without prejudice to the right of promoter to charge interest in terms of sub clause mentioned above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing any 3 (three) defaults of payment of instalments and/or on the Allottee/s committing breach of any of the terms and conditions herein contained, the Promoter/s shall at his/their/its own option, may terminate this Agreement in which event the consequences hereinafter set out shall follow:

- (a) The Allottee/s shall cease to have any right or interest in the said Premises or any part thereof;
- (b) The Promoter, as the case may be, shall be entitled to sell and transfer the said Premises at such price and on the terms and conditions to such other person or party as the Promoter may, in its absolute discretion deem fit, without any recourse to Allottee/s.
- (c) On the realization of the entire sale consideration on resale from the new prospective Allottee/s towards the said Premises, the Promoter shall refund to the Allottee/s the amount paid till then by the Allottee/s to the Promoter without any interest in pursuance of this Agreement after deducting therefrom:
 - (i) 20% of the purchase price of the said Premises which is to stand forfeited by the Promoter towards liquidated damages which amount is agreed by the parties to be a fair estimate of the loss the Promoter will suffer in the event of default on the part of the Allottee/s /Allottee/s to pay any of the amount/s payable by him/her/it/them to the Promoters hereunder.
 - (ii) the taxes, service charges and outgoings, etc. if any, due and payable by the Allottee/s in respect of the said Premises upto the date of termination of this Agreement;
 - (iii) The amount of interest and breach remedying charges payable by the Allottee/s to the Promoter in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid;
- (d) The Promoter shall, in the event of any shortfall, be entitled to recover the said amounts from the Allottee/s. The Promoter shall not be liable to pay to the Allottee/s any interest, compensation,

damages, costs otherwise and shall also not be liable to reimburse to the Allottee/s any Government Charges such as GST, Stamp Duty, Registration Fees etc. as the case may be. The amount 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 said Premises. The Allottee/s agree that receipt of the said refund by cheque from the Promoter by the Allottee/s by registered post acknowledgement due at the address given by the Allottee/s in these presents whether the Allottee/s accept/s or encash/s the cheque or not, will amount to the said refund.

PROVIDED always that the power of termination herein before contained shall not be exercised by the Promoter unless and until the Promoter shall have given to the Allottee/s 15 (fifteen) days prior notice in writing of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it has intended to terminate the Agreement and default shall have been made by the Allottee/s in remedying such breach or breaches including that of delayed payments and its interest and/or payment of breach remedying charges within fifteen days after receiving of such notice, failing which the Promoters shall be entitled to terminate this Agreement. The Promoter will send such notice by Registered Post AD at the address provided by the Allottee/s and or mail at the email address provided by the Allottee/s at the address mentioned hereinafter to the Allottee/s and such posting will be sufficient discharge to the Promoter.

22. The Promoters agrees to construct the said Building as per specifications approved by the SRA and shall be complete the Building in all respects and the premises provided with all amenities and facilities in the common area as set out in the List of Common Amenities as specified in the **Third Schedule** hereunder written and will be identical as provided to all other sale flats (excluding bare shell sale flats). It is specifically made clear and the Purchaser hereby undertakes not to carry out any structural changes in the said premises. The Purchaser further agrees and undertakes not to make any changes or carry out any work which shall be an obstruction or hindrance to the Promoter in obtaining the occupation certificate of the building. The purchaser hereby indemnify and agrees to keep indemnified the Promoter against all claims, damages etc. that may be made or suffered by the Promoter in respect of the work carried out in flat / premises. The fixtures, fittings and amenities to be provided by the Promoters in the said building and in the premises are those as described in the **ANNEXURE “__”** annexed hereto.
23. Commencing a week after notice in writing is given by the Promoter to Allottee/s that the said Premises is ready for use and occupation irrespective of whether the possession of the said Premises is taken or not in accordance with this agreement, the Allottee/s as and when called upon by the Promoter and/or society and/or any body of individuals, shall be liable to bear and pay an amount

being a lump sum amount towards the proportionate share (i.e. in proportion to the floor area of the flat) of outgoings in respect of the said property and building/s including local taxes, betterment charges, development charges etc. (by whatever name it is/may be called) lease rent or ground rent payable to MCGM/SRA or such other, taxes, charges or levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs, and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said property / building/s. The Allottee/s alone shall be responsible and liable for payment of GST on such amounts. Until the said society / limited company is formed and the said property and buildings are transferred to it, the Promoter shall use the amounts for the outgoings as may be determined from time to time. The Allottee/s further agree/s and undertake/s to pay to the Promoter / Co-op. Society/Company any additional amount demanded over and above the aforesaid amount towards the outgoings, as and when required without any demur and protest. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter till the necessary transfer deed / lease deed is executed in respect of the land underneath the concerned building in favour of the society or a limited company, subject to provisions of the said Act and the rules made thereunder. On such document being executed, the aforesaid deposit (less deductions provided for under this agreement) shall be paid over by the Promoter to the society or limited company, as the case may be, subject to deductions to be made, if any.

24. The Allottee/s is aware that the Sale Building and the common areas and amenities in the said Sale Building including the Fitness Center, if any, shall be maintained and managed by the Promoters / a Facility Management Company (FMC) appointed by the Promoters. The Allottee/s along with the other Allottee/s of the said Premises shall be entitled to avail of the services provided or arranged by or through the Promoters/ FMC at a cost or charges that may be fixed by the Promoters/FMC. All common costs, charges and expenses that may be claimed by the Promoters/FMC shall be to the account of and borne by the Allottee/s of the Said Premises in the said Sale Building No 3. These common costs shall be shared by all such Allottee/s on pro-rata basis determined by the Promoters and/or FMC, which determination shall be binding on the Allottee/s.
25. The Allottee/s shall after payment of the entire purchase consideration to the Promoter and all applicable taxes and outgoings to Promoter under this Agreement on execution of this Agreement and prior to taking possession of the said flat/unit, deposit with the Promoter sums of money as mentioned in Clause 28 herein below in addition to any other amounts mentioned in this agreement.
26.
 - (a) The Purchaser shall within 7 days of receipt of the said notice that the Purchaser should take possession of the said premises or on taking possession of the said Premises whichever is earlier pay to the Promoters/Estate Manager following, as may be directed in the

said notice.

- (i) an ad-hoc amount of Rs. At Actuals (Rupees At Actuals Only) to facilitate either the Promoter or the Estate Manager to pay on behalf of the Purchaser the proportionate actual municipal property taxes payable by the Purchaser to the concerned authority in relation to the said Premises and Building; the Promoter /Estate Manager shall adjust and appropriate the said ad-hoc amount in payment of the municipal property taxes at actuals payable by the Purchasers on proportionate basis in relation to the said Premises and Building.
- (ii) a lumpsum amount of Rs. At Actuals (Rupees At Actuals Only) which shall be utilized towards the outgoings from the lift maintenance contract of the lifts in building, Cable TV charges, intercom maintenance contract, common lights, electricity charges, water charges, charges for watchmen, house-keeping in connection with building;
- (iii) an ad-hoc amount of Rs. _____/- (Rupees _____ Only) which shall be utilised towards the outgoings in connection with the development charges, taxes common infra, commercial services, facilities, amenities including the garden, which are common for Building and other buildings and the said property.
- (iv) a lumpsum amount of Rs. At Actuals (Rupees At Actuals Only) which shall be utilised towards the proportionate monthly contributions payable towards the outgoings in connection with the said Premises.
- (v) a lumpsum amount of Rs. At Actuals (Rupees At Actuals Only) which shall be utilised towards the proportionate monthly contributions payable towards the outgoings in connection with the said parking space.
- (vi) an aggregate lumpsum amount of Rs. _____/- (Rupees _____ Only) for meeting all legal cost, charges and expenses including professional cost of attorneys at law, advocates and solicitors of the Promoter in connection with the cost of preparing and engrossing this Agreement.
- (vii) an aggregate lumpsum amount of Rs. 500/- (Rupees Five Hundred Only) for share money of 10 (ten) shares of Rs.50/- (Rupees Fifty Only) each and Rs.100/- (Rupees Hundred Only) towards entrance fee of the proposed co-operative housing society or limited company.
- (viii) an aggregate lumpsum amount of Rs. _____/- (Rupees _____ Only) towards the deposit to meet the legal expenses and other out of pocket expenses/expenditure for formation and registration of the society or ultimate body of Purchasers.
- (ix) an ad-hoc amount of Rs. At Actuals (Rupees At Actuals Only) to facilitate either the Promoter or the Estate Manager to pay on

behalf of the Purchaser the proportionate actual non-agricultural assessment charges, taxes, rate etc. payable by the Purchaser to the concerned authority in relation to the said Premises and Building; the Promoter /Estate Manager shall adjust and appropriate the said ad-hoc amount in payment of non-agricultural assessment charges, taxes, rate, etc., at actuals payable by the Purchaser on proportionate basis in relation to the said Premises and Building.

- (x) an aggregate lumpsum amount of Rs._____/ - (Rupees _____ Only) towards deposit for water meter and electric meter and costs of electric substation and cables.
 - (xi) an aggregate lumpsum amount of Rs.10,000/- (Rupees Ten Thousand Only) towards Pipe Gas Connection Charges, if gas pipe line is installed.
 - (xii) an aggregate lumpsum amount of Rs._____/ - (Rupees _____ Only) towards Corpus Fund to be paid at the time of possession and taxes applicable from time to time.
- (b) The date of commencement of the Purchaser's liability to pay the municipal property taxes, non-agricultural assessment charges, taxes, rate etc., outgoings towards common infra and outgoings for the period/s specified or otherwise in the aforesaid sub-clauses 26 shall be mentioned in the letter of intimation to be sent by the Promoters to the Purchasers. The aforesaid ad-hoc amounts and lumpsum amounts shall not carry interest and are inclusive of co-ordinating fees (which includes accounting fees) of the Promoter/Estate Manager, as the case may be. The Promoter /Estate Manager, as the case may be, shall not be liable to render accounts in respect of the lumpsum amounts mentioned in the aforesaid sub-clauses 26 to the Purchaser and/or the concerned Organisation/s/Federation. The Promoter /Estate Manager, as the case may be, shall also not be liable to render accounts in respect of co-ordinating fees, which are included in the aforesaid Organisation/s/Federation. The Purchaser is aware that the Promoter / Estate Manager, are only co-ordinating with the Agency who shall provide the services relating to the Building and the said property to the Purchaser. The Purchaser agrees that the Purchaser shall not either by himself/herself/themselves/itself or through the concerned Organisation and/or Organisations interfere in the co-ordination by the Promoter / Estate manager with the Agency of Building, the said property and the said parking space.
- (c) on the ad-hoc amounts referred to in sub-clause 26 (a) herein being depleted, and on the expiry of the said periods referred hereinabove, the Promoter /Estate Manager, as the case may be, shall call upon the Purchaser and the Purchaser shall within seven

days from the date of the Purchaser being called upon to make payment thereof, pay to the Promoter / Estate Manager the amounts towards the municipal property taxes, non-agricultural assessment charges, taxes, rate etc., outgoings, etc. as mentioned in the bills presented by the Promoter /Estate Manager to the Purchaser in order to enable the Promoter /Estate Manager to pay the same on behalf of the Purchaser to the necessary parties. The Purchaser agrees that he/she/they/it shall also in addition to the aforesaid pay to the Promoter /Estate Manager as the case may be, on quarterly basis co-ordinating fees (which shall be inclusive of accounting fees) at 15 % of the bill amount and the Promoter /Estate Manager shall not be liable to render accounts in respect of such co-ordinating fees. The said amounts shall be payable by the Purchaser in advance for every quarter as per the aforesaid bills. The Promoter /Estate Manager, as the case may be, shall give consolidated account to the said Organisation, in respect of the amounts paid under this clause towards Building and the said parking spaces, (if the same is under the stilt of Building or in the compound of Building) when the charges of Building and the said parking space as mentioned hereinabove is handed over to the said Organisation; and if the said parking spaces on the said Property then to the Federation/Organisations; to the Federation/Organisations in respect of the amounts paid under this clause towards the said property when the charge of the said property is handed over to the Federation/Organisations. The Promoters/Estate Manager shall not be bound or liable to pay the municipal property taxes, non-agricultural assessment charges, taxes, rate, etc., and outgoings in respect of the said Premises, Building and the said property as referred to hereinabove and the said parking space unless all the purchaser of flats, units and premises in Building and the said property as the case may be, pay his/her/their/its respective proportionate share towards the municipal property taxes, non-agricultural assessment charges, taxes, rate etc., and outgoings as aforesaid. The Promoter /Estate Manager, as the case may be, shall not be liable for any consequences that may ensue on account of payment of the municipal property taxes, non-agricultural assessment charges, taxes, rate etc., and outgoings not being made on account of the said reason or reasons beyond their control.

- (d) The Purchaser shall in addition to the amounts payable by the Purchaser as mentioned in clause 26 (a) herein be liable to pay the said taxes i.e. service tax, value added tax, TDS, capital tax and/or any other taxes, cess, dues, duties, imposition, premium, surcharge, fees, levies or any other charges levied by State and/or Central government with interest and penalty, if any, as the case may be, (whether retrospective or prospective) in respect of any and all amounts including the purchase price paid/payable by the

Purchaser in terms of this Agreement or pursuant thereto. If the same are not paid as aforesaid, the Purchaser shall be liable to pay the same with interest, if any, before taking possession of the said Premises. In case the said taxes are not paid by the Purchaser on or before taking possession of the said Premises and/or the said parking space, as the case may be, then in that event, the Purchaser hereby irrevocably authorizes the Promoter, and the Promoter shall be entitled, to adjust the unutilized amounts from and out of the amounts mentioned in clause 26 (a) towards the said taxes payable by the Purchaser. In the event the said unutilized amounts are not sufficient to pay the entire said taxes payable by the Purchaser or the Promoter do not adjust the said unutilized amount for payment of the said taxes payable by the Purchaser, then in that event, the Purchaser shall forthwith on demand pay to the Promoter the amount payable by the Purchaser in order to enable the Promoter to pay the same to the concerned authorities. The Purchaser confirms that adjustment by the Promoter of the said unutilized amounts for payment of the said taxes as stated hereinabove will not absolve the Purchaser from making payments to the Promoter /Estate Manager to meet the short fall in or the further amounts payable by the Purchaser under clause 26 (a) hereinabove and the Purchaser shall pay the same without any protest and there shall be a charge on the said Premises for such unpaid amounts (without prejudice to any other rights that may be available to the Promoters and or the Estate Manager). Any such failure/neglect to pay shall be deemed to be a breach within the meaning and ambit of the provisions under this Agreement and the consequences for such breach as provided in this Agreement shall follow. The Purchaser hereby indemnifies and agrees to keep the Promoter indemnified for all times against any loss or damage or penalty or prosecution that may be occasioned to the Promoters on account of the Purchaser failing to pay to the Promoter on demand the amount payable by the Purchaser towards the said taxes as provided hereinabove.

- (e) Without prejudice to the above the Purchaser shall pay to the Promoter /Estate Manager as the case may be, interest at the rate of 1.5% per month with annual rests-compounded interest for the period for which the payment of the aforesaid dues have been delayed.
- (f) if the amount under any head shall fall deficient, (i) the Purchaser shall forthwith on demand pay to the Promoter /Estate Manager, as the case may be, his/her/their/its proportionate share to make up such deficit and (ii) if the Promoter are of the opinion that the maintenance of Building and common infra on the said Property and/or due payment of municipal property taxes, non-agricultural

assessment charges, taxes, rate etc., and other taxes is suffering thereby, and there is any unappropriated amount under any other head, the Promoter may at their sole discretion themselves or the Estate Manager on the directions of the Promoters shall appropriate and utilise such amount for any of the other purposes referred in this Agreement and such directions by the Promoter to the Estate Manager shall be binding on the Estate Manager and the flat, unit, premises purchasers and the concerned Organisation. The Promoters shall give details/list of the defaulting members, if any, to the concerned Organisation/Federation. The concerned Organisation shall recover from its defaulting members/purchaser, if any, the amounts or dues payable by them towards the aforesaid taxes, non-agricultural assessment charges, taxes, rate etc., and outgoings alongwith interest thereon and pay the same to the Promoter /Estate Manager, as the case may be.

- (g) The Purchaser hereby agrees that the Purchaser shall in addition to the amount mentioned in clause 26 (a) herein pay the Promoters/Estate Manager, as the case may be, such further ad-hoc amount as may be determined by the Promoter /Estate Manager on account of enhancement in the municipal property taxes due to the Purchaser letting, sub-letting and/or otherwise parting with possession of the said Premises to any third party. If the Purchaser fails to pay such further ad-hoc amount then the Purchaser/his/her/their/its lessee/sub-lessee/tenant and/or any other party claiming through the Purchaser shall not be entitled to the use of the common infra, common services, facilities, amenities etc. till such time the Purchaser makes payment thereof together with interest thereon to the Promoter /Estate Manager, as the case may be; notwithstanding what is stated hereinabove the Promoters/Estate Manager shall at their sole discretion be entitled to pay the same from and out of the ad-hoc amount mentioned in clause 26 (a) and/or utilise the said ad-hoc amount for payment of such municipal property taxes. The said obligations of the Purchaser and remedies of the Promoter /Estate Manager shall be without prejudice to the other remedies available in law to the Promoters. The Promoter /Estate Manager shall not be liable for any consequences that may ensue on account of the Purchaser failing to make the payment towards the same as provided herein.
- (h) in the event of the Purchaser making any default in the payment of the outgoings, municipal property taxes, non-agricultural assessment charges, taxes, rate etc., other taxes, amounts and/or other payments payable under the terms and conditions of this Agreement, then Purchaser shall cease to be entitled to the use (and the Promoter will in such event be entitled to take appropriate steps to stop the Purchaser from using) of the common infra,

common areas, services, facilities, amenities till such time as he/she/they/it makes the payments together with interest thereon. If the default is for three months and in the event of the default continued even after giving fifteen days notice in writing to the Purchaser calling upon him/her/them/it to make the payments such default shall be deemed to be just and reasonable clause under provision of RERA Act to cut off or withhold any essential supply or service enjoyed by the Purchaser in respect of the said Premises, till such time as he/she/they/it makes payments of the said amounts together with interest thereon.

- (i) The Purchaser hereby confirms that the Promoter and/or the Estate Manager shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the said Premises and/or Building and/or the said Property by the concerned authorities due to non-payment of municipal property taxes, electricity bills and/or other dues etc. to the said authorities on account of default in making payments of the said municipal property taxes, non-agricultural assessment charges, taxes, rate etc., electricity bills and/or other dues etc. by the Purchaser or other purchaser of premises therein and/or their failing to comply with their obligations under this Agreement.

* Note :- All other Service Taxes, GST, Charges, Cesses, Levies & Stamp Duty and Registration charges 5% of flat value on actuals and * GST as applicable, to be paid by the Allottee/s as on demand

- 27. The Promoter shall utilize the sum of Rs. _____/- (Rupees _____ Only) plus taxes as mentioned in Clause 26 paid by Allottee/s for meeting all legal costs, charges and expenses including professional costs of the attorneys at law/advocates of the Promoter in connection with formation of the said society or limited company or any other ultimate body of Allottee/s as the case may be, for preparing its rules, regulations and bye-laws and the Deed of Conveyance / Lease / Assignment of Lease, as the case may be / or any other documents of transfer.
- 28. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as deposit, sums received on account of the share capital, and shall utilize the amounts only for the purpose for which they have been received.
- 29. The Allottee/s shall pay stamp duty and registration charges payable, if any, by the said society or limited company, on the Conveyance/Lease/Assignment of Lease, or any document or instrument of transfer in respect of the said property and/or any part thereof and the said building as the case may be executed in favour of the society or limited company. The Promoter will not be bound and

liable to pay any stamp duty or registration charges on and/or under this agreement or otherwise.

30. The Promoter has represented that the open space, stilt and stack parking spaces form part and parcel of the common areas which are common to all the Allottee/s. The Allottee/s etc. have been proportionately charged for this common areas with specific right to park vehicle / cars in an open area / stilt / podium levels and which area has been sanctioned by the corporation for parking vehicles. The Allottee/s is also aware that the Promoter have already allotted to some other Allottee/s as and by way of an additional amenity the exclusive right to park vehicles / cars in the open space passed for parking vehicles, stilt and parking floor areas in the car towers as shown in the plan hereto. A list of such exclusive rights which has already been given to the Allottee/s and the Allottee/s herein hereby unconditionally accepts and confirms the same and agrees not to oppose the grant of such exclusive rights to park at any time hereafter and specifically agrees to vote in favour of creation of such exclusive rights if, at any stage, any voting takes place on a resolution passed in this regard at any meeting at the time or after the formation of the society or other body in the meeting of the society or otherwise, whether General Body Meeting or of any Managing Committee in respect thereof or otherwise in any manner whatsoever including by circular resolution. These exclusive rights to park vehicles / car as aforesaid are both inheritable and transferable and will stand attached to the said Premises the same being an amenity attached to the said Premises and the same shall not be transferred by the Allottee/s otherwise than with the transfer of the said Premises. The Allottee/s agrees and undertakes to support any further exclusive rights to park that may be created by the Promoter herein in favour of the Allottee/s which may be hereinafter made without any objection whatsoever and also agrees and undertakes not to object to and to specifically vote in favour of such exclusive rights in any resolutions that may be put up for passing in the General Body Meetings or Managing Committee Meeting of the society or other body in the meeting of the society or otherwise in any other meeting. The Allottee/s is aware that specifically relying on the aforesaid assurances and undertakings, the Allottee/s is specifically granted exclusive rights to park as stated herein. The Agreement shall be treated as an irrevocable consent to the Promoter granting such exclusive rights to flat Allottee/s.

- 31.
- (i) The Allottee/s acknowledge/s and understand/s that in view of the paucity of available car parking spaces in the said building No 3, a majority of the car parking spaces provided in the said building No 3 are in the form of a chess type automated mechanical car parking system, which shall have a floor mounted roller bed type system, allowing criss cross movement of car parking pallets, in the car parking towers wherein there shall be no identified spot/place which may be earmarked for parking of vehicles of a particular acquirer of said Premises in the said Building and which shall be designed to

minimize the area and/or volume required for parking cars (hereinafter referred to as “**the Mechanical Parking**”). The Allottee/s is/are aware that such Mechanical Parking involves operation of an automated machine for parking and removing cars from the Mechanical Parking system and the same could be time-consuming and the Purchase/s acknowledge/s that the Allottee/s has/have no objection to the same. The Allottee/s is/are aware that such Mechanical Parking also requires a valet system by appointment of qualified drivers, for ease of parking and removing of vehicles from the parking slots in the Mechanical Parking system.

(ii) For the effective management of car parking spaces in the said Building and in order to avoid any later disputes, the Promoters are entitled to carry out a tentative earmarking of a certain number parking spots in the mechanical parking system of the said Building for exclusive use thereof by certain acquires of said Premises in the said Building depending on availability of parking spots in the Mechanical Parking System. The Allottee/s agree/s that the Promoters shall be entitled to do such earmarking of such number of car parking spots at its discretion and the Allottee/s hereby accept/s the decisions taken by the Promoters in relation to such earmarking of car parking spots. The Allottee/s further agrees/s and undertakes/s that pursuant to formation and registration of the organization of flat Allottee/ss/holder/s (defined hereof as the Common Organization) and admission of the Allottee/s to the said Common Organization as member/s thereof, the Allottee/s shall cast his/her/their votes in the first general meeting or shareholders meeting, as the case may be, of the Common Organization in favour of approving such car parking earmarking as done by the Promoters, so that the respective person/s in whose favour the Promoters have earmarked a certain number of car parking spots, will be allotted such respective car parking spot/s by the said Body for exclusive use along with rights of transferability in respect thereof. As per such tentative plans prepared by the Promoters, the holder of the said Premises would be entitled to park __ (____) vehicle in the Mechanical Parking system.

(iii) It is clarified that in the event that the car parking spot/s are tentatively earmarked for the Allottee/s in the Mechanical Parking, then and in such an event, the Allottee/s may not be allotted any independent or identifiable car parking spaces/s. Within each mechanical parking system, there shall be no identifiable space for parking of any particular vehicle/s. The Allottee/s hereby confirm/s that the Allottee/s has/have no objection to the same and that the Allottee/s shall not park his/her/their car/s at any other place in the said Building. The Allottee/s hereby agree/s and undertake/s that the Allottee/s shall bear the costs and expenses of the maintenance

of such Mechanical Parking system or also keep such valet parking facility at his/her/their costs for parking or removal of cars from the Mechanical Parking system. The Allottee/s shall not refuse to bear such costs and/or expenses on the ground of non-utilisation of such Mechanical Parking system or valet parking facility or on any other ground whatsoever and howsoever arising.

32. Agreed further that the irrevocable consent given herein shall be treated as an affirmative vote of the Allottee/s and the Allottee/s would be deemed to have assented to any resolution put up by the society or Managing Committee or body referred to hereinabove.
33. The Promoter shall be entitled to enter into agreements with other Allottee/s on such terms and conditions as the Promoter may deem fit without affecting or prejudicing the rights of the Allottee/s in the flats/unit/ commercial said Premises etc. under this agreement.
34. It is hereby expressly agreed that the Promoter shall, notwithstanding anything contained in this agreement, be entitled to sell the flats/units/said Premises, shops, garages and allot or deal with as they may deem fit exclusive user of open spaces/parking space/stack parking terrace or portion thereof etc. in the new proposed building and other structures on the said property for residential user or parking or for any other permissible user in that behalf in such manner and on such terms and conditions as the Promoter may deem fit without affecting or prejudicing the rights of the Allottee/s in the said Premises under this agreement. The Allottee/s and/or the Society shall not object to and hereby give his/her/its irrevocable consent to the Promoter allotting, selling or otherwise dealing with garages, stilt podium parking stack parking spaces, open spaces etc. and such allotment, sale etc. shall be binding on the Allottee/s.
35. The Promoter shall endeavor to offer possession of the said Premises to the Allottee/s on or before 31st December, 2023, whichever is later and grace period of 12 (twelve) months there from , subject to what is otherwise stated herein. If the Promoter fails and neglects to offer possession of the said Premises on the aforesaid date or any such date as may be extended by mutual consent then the Allottee/s shall have the option to terminate this agreement after giving 45 days' notice in writing thereupon the Promoter shall be liable to refund to the Allottee/s within 12 months such termination along with simple interest at the rate which is the highest marginal cost of lending rate of State Bank of India plus 2% per annum being the same interest rate as mentioned in Clause above from the date the Promoter received the sum till the date the said amount and interest thereon is paid to the Allottee/s. It is agreed that upon the termination of this Agreement by the Allottee/s, the claim of the Allottee/s shall be restricted to refund of monies paid with simple interest as aforesaid and that the Allottee/s shall not be entitled to claim any loss and/or damages for mental trauma or

otherwise whatsoever. The entire amounts to be refunded with the interest payable on the amounts refundable to the Allottee/s shall be paid solely by the Promoter as it is the Promoter's responsibility to complete the construction in a timely manner. The amount so refunded shall be in full and final satisfaction and final settlement of all the claims of the Allottee/s under this Agreement. The Allottee/s shall be entitled to such refund from the promoter only after execution and registration of the deed of cancellation and waiving his/her /their right and interest derived from this agreement. The Allottee/s shall before exercising its rights under this clause shall have to ensure that he/she/they are not under any breach/breaches of this agreement and have fulfilled their obligations in totality. The Allottee/s agrees that receipt of the said refund by Cheque from the Promoter by the Allottee/s by registered post acknowledgement due at the address given by the Allottee/s in these presents whether the Allottee/s accepts or encashes the cheque or not, will amount to the said refund. The protection available to the Allottee/s in this clause is subject to the Allottee/s having paid all the amounts due and payable hereunder as per the payment schedule stated in this agreement. In such event the Promoter shall pay the aforesaid Premises to the Allottee/s and thereupon the Promoter alone shall be entitled to deal with or dispose of the said Premises as they may deem fit.

36. The Promoter shall be entitled to a reasonable extension of time for handing over the possession of the said Premises, as stated in Clause 36 hereinabove, if the completion of the said free sale building in which the said Premises is situated is delayed on account of but not because of an act and/or omission on the part of the Promoter.
- (i) non-availability of steel, cement, other building material, water or electric supply for a period of not more than six months.
 - (ii) War, Civil Commotion, Riots or Act of God; or
 - (iii) Any notice, order, rule, notification of the Government and/or other public or competent authority; or
 - (iv) changes in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the project; or
 - (v) on account of delay in issue of the Occupation Certificate/part Occupation Certificate and/or any other Certificate/permission/approval as may be required in respect of the said free sale building by the said local authority or
 - (vi) delay in grant of any NOC / permission / licence / connection for installation of any services, such as lifts, electricity and water connections and meters to the project / flat / road or completion certificate from appropriate authority for which such delay shall be condoned by not be more than six months; or
 - (vii) any stay, injunction or other order of any court, tribunal or authority;

And that the Allottee/s hereby agrees to ignore such delay in getting possession due to any of the abovementioned reasons and/or for any

reason beyond the control of the Promoter as per the provisions of the RERA Act or any relevant section of the Acts from the time being in force.

37. The Allottee/s shall bear and pay the proportionate municipal taxes, maintenance charges and all other outgoings in respect of the said building from 15 days from the date of intimation to the Allottee/s to take possession in respect of the said Premises. The common expenses in respect of the said Property shall be shared by the Allottee/s of units and other said Premises of the said building in proportion of their respective area. The Allottee/s shall not be entitled to ask for adjustment of the deposit amounts mentioned herein against the expenses, taxes, other outgoings etc. levied by Slum Rehabilitation Authority/Municipal Corporation of Greater Mumbai and local authorities.
38. The Allottee/s shall take possession of the said Premises within 15 (fifteen) days of the Promoter giving written notice to the Allottee/s intimating that the said Premises are ready for use and occupation. Provided that if within a period of 1 (one) year from the date of handing over the said Premises to the Allottee/s, the Allottee/s bring/s to the notice of the Promoter any structural defect in the said Premises or the said building in which the said Premises is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible, such defects shall be rectified by the Promoter at the Promoter's own cost and in case it is not possible to rectify such defects then the Allottee/s shall be entitled to receive from the Promoter reasonable compensation for such defect or change. However, if the Allottee/s carries out any alteration or addition or change as regards columns, beams, slabs, and/or ceiling or outer walls any other structural change/alteration in the said Premises or any part thereof in the said Premises and/or the said sale building, the liability of the Promoter shall come to an end and the Allottee/s alone shall be responsible to rectify such defect or change at their own cost/s.
39. The Allottee/s shall use the Premises or any part thereof or permit the same to be used only for purpose of residence or any other user permitted in law. He shall use the garage or parking space only for purpose of keeping or parking vehicle.
40. The Allottee/s alongwith other Allottee/s of Premises in the building shall join in forming and registering the society or association or a limited company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee/s, so as to enable the Promoter to register the common organization of Allottee/s. No Objection

shall be taken by the Allottee/s, if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. The Promoters will make an application for the formation of the Apex Body within 3 (three) months of receipt of the Occupation Certificate of the last building to be constructed in the layout.

41. The Promoter shall (subject to his right to dispose of the remaining Premises, if any), within 12 months from the receipt of the entire consideration from all the Allottee/s, execute the conveyance/lease/assignment of lease of the structure of that building or wing of that building (excluding basements and podium) or cause the lease of the entire undivided or inseparable land underneath all buildings jointly in favour of the apex body, Federation of all the societies jointly or otherwise as they may deem fit.
42. It is clarified that the Promoter is not the owner of the said Property or the Sale Portion and does not have or hold the rights to convey or grant the lease in respect of the said Property or the Sale Plot in favour of the Society or Organisation or the Proposed Federation (as the case may be) and accordingly, it is clarified that the only obligation of the Promoter in this regard shall be to make the requisite applications to the concerned authorities and to make reasonable endeavours for execution of the Lease as aforesaid in favour of the Society or Organisation or the Proposed Federation (as the case may be). The proposed lease deed and conveyance or other instrument of transfer in favour of the Proposed Body or the Proposed Federation (as the case may be) shall be in accordance with the provisions of the DCR, 1991 and the policies pertaining to the redevelopment schemes under Regulation 33 (10) and Appendix IV of the DCR, 1991, as may be adopted from time to time by the SRA/Government of Maharashtra. It is however clarified that any amount required to be paid to MCGM/SRA/statutory authorities for transfer of the said property in favour of such Organisation or Limited Company shall be borne solely by such Organisation or Limited Company or the flat Allottee/s proportionately.
43. The Allottee/s has understood the aforesaid and the Allottee/s hereby agrees and undertakes with the Promoter that the Allottee/s shall never hold the Promoter responsible or liable if the concerned authorities including SRA/MCGM do not execute the lease deed or any other document of transfer in respect of the Sale Plot in favour of the said Society or Organisation or the Proposed Federation (as the case may be). Moreover, the execution of the documents for effectuating lease shall be subject to such terms and conditions as may be prescribed by the SRA, the MCGM and/or any other concerned authorities and/or the Government and the Allottee/s hereby agree and undertake that the Allottee/s shall not challenge

or raise a dispute with regard to any of such terms and conditions, which may be onerous in nature.

44. The Apex Body or Federation formed by the legal entities on a layout plot shall manage and administer the common areas and the facilities without having any legal rights, title and interest in the building or buildings in such a layout plot and all legal rights, title and interest in the building or buildings shall belong to the respective entities in whose favour the Conveyance/Lease/Assignment of Lease, as the case may be of such building or buildings is executed.

PROVIDED THAT, notwithstanding anything contained in the Act or in any agreement or in any judgment, decree or order of any court or in any other law for the time being in force, the Promoter shall be entitled to develop and continue to develop the remaining layout land, with the right to use the internal access roads and all the facilities, amenities and services in the layout and to construct any additional structures thereon by consuming the balance Floor Space Index and balance Transfer of Development Right, fungible Floor Space Index and balance additional Floor Space Index relating to the said layout land and any future increase in Floor Space Index and the Transfer of Development Rights, Floor Space Index and additional fungible Floor Space Index therein due to change in the law or the policies of the Government or local authority.

PROVIDED FURTHER THAT, and it is agreed by the flat Allottee/s that if the Floor Space Index of the plot in the layout is increased due to change in the law or the policies of the Government or local authorities, or otherwise subsequent to Conveyance/Lease/Assignment of Lease, as the case may be / lease of any one or more structures to the organization of flat Allottee/s, then increase in Floor Space Index before the formation of the Society and even post formation of the Society for a period of 5 years after the execution of the Deed of Conveyance/Lease/Assignment of Lease, as the case may be and/or deemed Conveyance/Lease/Assignment of Lease as, the case may be and/or after the statutory vesting of the said Sale Building in favour of the Society or federation of societies or apex society shall belong to the Promoter. The Promoter shall not be bound to obtain any consent or permission from the organization of flat Allottee/s in the said layout land or phase for the purpose of utilizing the balance Floor Space Index or the Transfer of Development Right, Floor Space Index or additional fungible Floor Space Index. The flat Allottee/s shall not be entitled to and shall not object to such development. The flat Allottee/s and their permitted successors in title shall not be entitled to object and shall not object to such document in any of the meeting of the ultimate society by whatever name called.

45. It is expressly and specifically clarified, agreed, understood and confirmed by and between the parties hereto that the unsold units / said Premises and

other said Premises including car parking spaces in the said building shall at all times, including after the formation and registration of the Common Organization and/or after the Conveyance/Lease/Assignment of Lease, as the case may be of the said Property and the said building in favour of the Common Organization, be and remain the absolute property of the Promoter, and the Promoter shall become members of the Common Organization in respect thereof, and the Promoter shall have full right, absolute power and authority, and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose of the same in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice, and neither the Allottee/s herein, nor the Common Organization shall object to or dispute the same. On the Promoter, as the case may be, intimating to the Common Organization the name or names of the Allottee/s or acquirer/s of such unsold units, said Premises, etc., the Common Organization shall forthwith accept and admit such Allottee/s and acquirers as their member/s and shareholder/s and shall forthwith issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same and without charging/recording from them any premium, fees, donations or any other amount of whatsoever nature in respect thereof. The Promoter shall not be liable to pay maintenance charges for the unsold units to the Common Organization save and except the municipal taxes with effect from receipt of occupation/completion certificate. The Promoter shall at its discretion pay the municipal property taxes, non-agricultural assessment charges/taxes/rate etc. in respect of unsold Said Premises / Units / Flats directly to the BMC. It is clarified that the Promoter will not be liable to pay any other amounts in respect of the unsold said Premises / Units / Flats, Adequate provisions for the above shall be made in the said Documents of Transfer.

46. All costs charges and expenses in connection with the formation of the Common Organization, as well as the costs of preparing and engrossing the deed of lease or any appropriate document/deed in respect of the said property and the said Building in favour of the Common Organization, payment of charges for such purpose, stamp duty and registration charges thereof and all other agreements or any other documents required to be executed by the Promoter as well as the entire professional costs of the Attorneys of the Promoter for preparing and approving all such documents shall be borne and paid by the Common Organization or proportionately by all the Allottee/s in the said Building. The share of the Allottee/s in such costs, charges and expenses shall be paid by him/her/them immediately when required.
47. It is hereby expressly clarified, agreed and understood between the parties hereto that:

- (a) If any portion of the said property is acquired or notified to be acquired by the Government, or by any other public body or authority, the Promoter shall be entitled to receive all the benefits in respect thereof and/or the compensatory F.S.I. and/or TDR or all other benefits which may be permitted in lieu thereof till the society or limited company or other body is formed and registered and the said property and building is transferred. The Promoter shall be entitled to use any additional F.S.I. and/or TDR or additional construction that may be permitted by the local body or concerned authority on the said property for any reasons whatsoever including F.S.I. in respect of any adjoining or neighbouring property. Such additional structures and storeys will be the sole property of the Promoter who will be entitled to deal with or dispose of the same in any way the Promoter choose and the Allottee/s hereby irrevocably consent to the same. The Allottee/s shall not be entitled to raise any objection or claim any abatement in price of the said Premises agreed to be acquired by them and/or any compensation or damage on the ground of inconvenience or any other ground whatsoever.
- (b) The entire unconsumed and residual F.S.I. and T.D.R., if any, in respect of the said building to be constructed on the said building on the said Property / the SRA scheme land and the entire increased, additional and extra F.S.I. which may be available at any time hereafter in respect thereof for any reason whatsoever including because of change in the status, D. P. Plan, Rules, the proposed D. C. Regulation (2034) ,Regulations and bye-laws governing the FSI as also the changes to Development Plan F.S.I. or otherwise which may be available, it is possible for the Promoter to acquire certificate/s of Development Right of other properties (commonly known as TDR) and to make additional construction on the said property by utilising such Development Rights on any account or due to any reason whatsoever, including on account of handing over to the Government or the Municipality any set back area, and/or due to any change in law, rules or regulations, shall absolutely and exclusively belong to and be available to Promoter, free of all costs, charges and payments, and neither the Allottee/s herein, nor the Organization shall have or claim any rights, benefits or interest whatsoever including for use and consumption in respect thereof and/or of inconvenience and/or of light and ventilation and/or density and environment and/or of water and electricity;
- (c) The Promoter shall have, the full right, absolute authority and unfettered discretion to use, utilize and consume the aforesaid FSI and TDR respectively, becoming available to the promoter on various aforesaid occasions, before the formation of the Society and even post formation of the Society for a period of 5 years after the execution of the Deed of Conveyance/Lease/Assignment of Lease,

as the case may be and/or deemed Conveyance/Lease/Assignment of Lease as, the case may be and/or after the statutory vesting of the said Sale Building in favour of the Society or federation of societies or apex society for constructing any new and additional structures and floors thereon, and/or otherwise howsoever, as the Promoter may desire and deem fit and proper and as may be legally permitted, whether now or at any time in future. It is expressly agreed that in case of vertical expansion of the said building by way of additional floor/s, the Promoter shall be entitled to shift the water tank/s, dish antenna/s, relay station for cellular and satellite communications etc., either over and above such additional floors and/ or extension or such other place/s as the Promoter may deem fit and proper even after the document of transfer is executed and registered.

- (d) The Allottee/s agree/s and undertake/s to permit and give the Promoter all facilities for making such additions, alterations or to put up any additional structures or floors, on the said property which addition may be horizontal and/or Vertical to the building to be constructed on the said property even after the said society or limited company or ultimate body is formed and registered and the said property and the said building or part thereof is transferred to the society till the work of additions and alterations above is completed in full and possession of such flats etc., are handed over to the respective Allottee/s of such said Premises etc. The Allottee/s agree/s and undertake/s not to object to such construction on the ground of nuisance, annoyance and/or otherwise for any other reasons.
- (e) All such new and additional tenements, units, said Premises buildings and structures shall absolutely and exclusively belong to the Promoter, and neither the Allottee/s herein, nor the Common Organization shall have or claim any rights, title, benefits or interests whatsoever in respect thereof and the Promoter shall be entitled to deal with, sell, let or otherwise dispose of and transfer the same in any manner, to any person/party of its choice for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, and neither the Allottee/s nor the Common Organization shall raise any dispute or objection thereto and the Allottee/s hereby grants his/her/their irrevocable consent to the same;
- (f) The Promoter shall be entitled to revise the boundary or area of the layout in respect of the said property and to submit any revised layout or amended building plans for the purpose of revision of the layout in respect of the said property as the Promoter may desire or deem fit from time to time.

- (g) The formation of the Society and even post formation of the Society, for a period of 5 years after the execution of the Deed of Conveyance/Lease/Assignment of Lease, as the case may be and/or deemed Conveyance/Lease/Assignment of Lease as, the case may be and/or after the statutory vesting of the said Sale Building in favour of the Society or federation of societies or apex society the Promoter will be permitted to have the entire available F.S.I. including T.D.R. or any other benefit by whatever name called which could be used on the said property whether sanctioned or not and shall be entitled to utilise the same by making additions, alterations or putting up any additional structures as per the plan that may be approved by the local authority or the Government of Maharashtra or any other competent authority so as to consume the entire available F.S.I./benefit in respect of the said property, including that which may be available but not sanctioned even after registration of the society and transfer of the said property to the name of the said society. Such addition, structures, or floors, shall be the property of the Promoter and the Promoter will be entitled to deal with dispose of the same in any manner as Promoter may deem fit without adversely affecting the flat of the Allottee/s even after transfer of the said property.
- (h) The Promoter shall be entitled to take benefit of any approval of development rights/FSI/TDR/benefits by whatever name called which may become available with respect of the said property to any other property or properties either adjoining the said property or otherwise as may be permissible in law and the Allottee/s shall neither claim any right thereto nor object or dispute the same in any manner whatsoever.
- (i) The Allottee/s hereby expressly consent/s to the Promoter re-aligning, re-designing the said Sale Building No 3 or the recreation area or internal road and passages and such other area or areas which the Promoter may desire to re-align and re-design. If the building is completed earlier than the other said Premises in the said Building, then the Allottee/s confirm/s that the Promoter will be entitled to utilize any F.S.I. which may be available on the said Property or any part thereof as set out in the First Schedule hereunder written. till the said Building, is completed and the F.S.I. available on the said Property is duly utilized by the Promoter and the amount or amounts receivable by the Promoter and all obligations required to be carried out by the Allottee/s herein and other Allottee/s of said Premises from the Promoter are fulfilled by them, the Promoter shall not be bound and shall not be called upon or required to form any Co-operative Society, Limited Company or Condominium or Premisess as the case may be and the Allottee/s

agree/s and irrevocably consent/s not to raise any demand or dispute or objection in that behalf.

- (j) It is agreed and understood that at any time before the execution of the Conveyance/Lease/Assignment of Lease, as the case may be of the said Property in favour of the Common Organisation of the proposed new building known as "Ruparel Nova", the Promoter shall be entitled to amalgamate the said Property with any other adjacent property which it may have already purchased /acquired, or which it may hereafter purchase/acquire, and to apply for and obtain the necessary sanctions, permissions, orders, NOCs, approvals, etc. for such amalgamation, and to develop the said property in accordance therewith. The Allottee/s shall not raise any objection to or dispute such amalgamation of the said Property land by the Promoters;
- (k) The Allottee/s shall not be entitled to any rebate and/or concession in the price at his/her/their flat/said Premises on account of the construction of additional floor/s and/or any other building and/or structure and/or the changes, alterations and additions made in the building or buildings or structures or on account of any advertisement hoarding and/or facilities for dish Antenna/Satellite transmission facilities put up on the said property and/or the said building.
- (l) The Promoter shall be entitled to grant any Right of Way or license of any right through, over or under the said property to any person or party including occupant, Allottee/s or person entitled to any area or areas in any building(s) which may be construction by the Promoter on the said property or any other adjoining property or properties to the said property or to any other person as the Promoter may desire or deem fit.
- (m) The Common Organization shall admit as its members, all Allottee/s of such new and additional units/said Premises/ tenements whenever constructed on the said building.
- (n) The Promoter hereby reserve their right to give for the purpose of advertisement or by putting up hoardings or Neon Light hoardings etc. on any open spaces in the said property including on the terrace and compound walls for the said purpose on such terms and conditions as the Promoter may desire. The said right shall continue to subsist even after the execution of lease or assignment in favour of the estate or common organization to be formed by the flats/said Premises/commercial said Premises etc. Allottee/s. If any municipal rates, taxes, cess, assessments are imposed on the said property due to such advertisements or hoardings put up on the open spaces

or terraces or any other portion or compound walls of the said property, the same shall be borne and paid wholly by the Promoter. The Promoter shall be exclusively entitled to the income and profits that may be derived by the display of such advertisement, hoardings at any time hereafter. The Allottee/s will not object to the same for any reason whatsoever and shall allow the Promoter, their agents, servants, etc. to enter into the said property, the terrace and any other open spaces in the said property for the purpose of putting and/or preserving and/or maintaining and/or removing the advertisements and/or hoardings. The Promoter shall be entitled to transfer or assign such right to any person or persons who they may deem fit and the Allottee/s or the common organization to be formed by the Allottee/s shall not raise any objection thereto.

- (o) The Allottee/s is aware that the Promoter or the Maintenance Agency nominated by the Promoter for providing certain Maintenance Services in the said Sale building No 3 shall maintain the Sale Building No 3 until such time as the society/Common Organization of the Allottee/s is formed and takes charge of the property. Provided that thereafter the Allottee/s alongwith the other members of the said Society/Common Organization of flat Allottee/s shall be entitled to enter into Maintenance and Service Agreement, with the Promoter and/or the said Agency appointed by the Promoter at their own cost and risk.
- (p) It is in the interest of the Allottee/s to help the Maintenance Agency in effectively keeping the Said Premises and the said Sale building No 3 secured in all ways. The Allottee/s hereby agrees and accepts that for security reasons, the Maintenance Agency shall be at liberty to enforce a framework of guidelines to be followed and observed by the occupants/ visitors to the same building. However, it has been made clear to the Allottee/s that the entire internal security of the said Premises shall be sole responsibility of the owner/Allottee/s/occupant and the Promoter or the Maintenance Agency shall not be responsible for any theft, loss or damage suffered by the owner/Allottee/s/occupant due to any security lapse within and in respect of the Said Premises hereby agreed to be purchased by the Allottee/s.
- (q) The provisions of this clause shall always be of the essence of this Agreement and shall be covenant running with the land.
- (r) The Allottee/s hereby agrees that in the event any amount is payable by way of premium to the SRA/Municipality or to the State Government towards betterment charges or development charges or any other tax/charge/levy including but not limited to Infrastructure charges or payment of a similar nature becoming

payable by the Promoter in respect of the said Property, the Allottee/s shall reimburse the same to the Promoter such amount in proportion to the area of the Said Premises agreed to be purchased by the Allottee/s, for which such payment is required to be made and in determining such amount the decision of the Promoter shall be conclusive and binding upon the Allottee/s;

- (s) The Allottee/s shall indemnify and keep indemnified the Promoter and hold the Promoter harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including its professional fees in relation thereto) of whatsoever nature incurred or suffered by the Promoter directly or indirectly in connection with: the enforcement of or the preservation of any rights of the Promoter under this Agreement; (b) any breach and/or default by the Allottee/s in the performance of any and/or all of his/her/its obligations under this Agreement; (c) damages to any Property(ies) howsoever arising related to the use and/or occupation of the said Premises and directly or indirectly as a result of the negligence, act and/or omission of the Allottee/s or his/her/its agents, servants, tenants, guests, invitees and/or any person or entity under his/its control; and (d) Allottee/s's non-compliance with any of the restrictions regarding the use and/or occupation of the said Premises;
- (t) The Allottee/s hereby agree/s that in the event if any further amount by way of premium or security deposit as fire cess hereafter becomes payable to the SRA/MHADA/MMRDA/MCGM or to the State Government or any other tax or repayment of a similar nature becoming payable by the Promoters / Confirming Party, the same shall be reimbursed by the Allottee/s to the Promoters / Confirming Party in proportion of the said Premises agreed to be acquired by the Allottee/s however subject to the Promoters / Confirming Party undertakes and agrees that while raising a demand imposed by the competent authorities etc., the Promoters / Confirming Party shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s and in determining such amount, the decision of the Promoters / Confirming Party shall be conclusive and binding upon the Allottee/s.

- 48. The Allottee/s hereby agree/s that in the event if any amount by way of premium or security deposit as fire cess is paid to the SRA/MHADA/MMRDA/MCGM or to the State Government or any other tax or repayment of a similar nature becoming payable by the Promoter, shall be reimbursed by the Allottee/s to the Promoter in proportion of the said Premises 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.

49. If at any time, any development and/or betterment charges or other levy are or is charged, levied or sought to be recovered by the SRA/MHADA/MCGM/MHADA, Government and/or any other Public Authority in respect of the said Property and/or the said building standing thereon, the same relating to the period after the Allottee/s is put in possession of the said Premises shall be borne and paid by the Allottee/s in proportion to the saleable area occupied by it.
50. The Allottee/s agree/s and undertake/s that all charges, consideration, stamp duty, registration charges, transfer fee, premium or any other charges of any nature whatsoever payable to SRA/MMRDA or MCGM or Metropolitan Commissioner or any other authority for execution of lease of the said free sale plot in favour of the said Common Organization and/or for execution of this Agreement is the responsibility of the Allottee/s. The expenses, charges, fees etc. for obtaining lease deed from MCGM/SRA/Concerned authority in respect of the said Property in favour of the Common Organization to be formed for the Building including stamp duty and registration charges in respect thereof shall be borne and shared by the Allottee/s of premises in the said Sale Building No 3.
51. The Promoter shall form a Co-operative Society or the Limited Company or condominium of the Allottee/s of the said Premises of the said Building in accordance with law. The Allottee/s herein along with the other Allottee/s of said Premises in the said Building shall fully co-operate with the Promoter in forming and registering the new Society or the Limited Company or condominium, and for that purpose, from time to time, sign and execute applications and other documents to become a member and to sign and return all the documents including Bye-Laws to the Promoter within seven days of receipt, thereof, time being of the essence, so as to enable the Promoter to register the Society or the Limited Company or condominium of all the Allottee/s under section in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016 and such other laws that may be applicable from time to time. The Allottee/s shall not raise any objection if any changes or modifications are made in the draft Bye-Laws or the Memorandum of Association and Articles of Association as may be required by the Registrar of Co-operative Societies or by other Authority.
52. In the event of the new Society or the Limited Company or Condominium ("Organisation") being formed and registered before the sale and disposal of all the Promoter's Said Premises in the Building, to be constructed on the Sale Plot, the power and authority of the Organisation so formed shall be subject to the overall authority and control of the Promoter over any of the matters concerning the said Building, the construction and completion thereof and all amenities appertaining to the same. The Promoter shall have

absolute authority and control as regards the unsold flats/units/parking space/terraces etc. and the disposal thereof. The Organisation shall, on intimation by the Promoter be liable to admit such Allottee/s as its member without asking any transfer fee or amount, save and except entrance fees, share application money and security deposit for maintenance charge like other Allottee/s.

53. As may be required by the BEST Reliance Infrastructure Limited or Tata Power Company Limited or Maharashtra State Electricity Board or Adani Electricity any other authorised electricity providers, a substation room may be provided to such electricity provider in any part of the layout of the said Property for supplying electricity to the building/s on the said Property and/or any part thereof and/or to the buildings constructed in the vicinity of the said Property; and the Allottee/s hereby grant his/her/their irrevocable consent to the Promoter for the same. The Promoter may be required to and if so required, the Promoter shall make the requisite applications to the land owning authority to execute a deed of lease/sub-lease/conveyance in favour of any concerned electricity provider for such area on which the substation room is to be provided as may be required. The Allottee/s shall not raise any objection and/or obstruction towards the putting up and construction of the electric substation and its structures and allied constructions, room/s, pipes and boxes, electrical meters, cables, connections and other matters in this connection and shall extend all co-operation and assistance as may, from time to time, be necessary in this respect as per the rules and requirements of the electricity provider. The lease to be executed in favour of the said Society or Organisation or Proposed Federation (as the case may be) shall be subject to such lease/sub-lease/conveyance as may be executed in favour of such electricity provider.
54. The Allottee/s for himself with an intention to bring all persons unto whomsoever hands the said Premises may come, doth hereby represent to the Promoter as follows:
- (a) That he has independently investigated and conducted due diligence and has satisfied himself in respect of the title of the said Property, after being given complete inspection of all documents relating to title of the said Property, including sufficient time to go through this Agreement and all other ancillary documents.
 - (b) That he waives his right to raise any questions or objections to the title of the Promoter to develop the said Property and to construct the said Building and said Premises, considering all the queries have been sufficiently answered/satisfied by the Promoter.
 - (c) That he has entered into these presents after understanding and accepting the terms mentioned herein after taking advice of

professionals and well-wishers, if required, and shall not subsequently raise any grievance with respect to any clauses contained herein.

55. The Promoters shall pay all outgoings (Municipal and Collector's Bills) and all other amounts such as betterment charges, contributions etc., payable to any local or public authority in respect of the said property under any statute or law, previous to the date hereof, if necessary, shall be apportioned between the Promoters and the Allottee/s.
56. The Promoter hereby represents and warrants to the Allottee/s as follows:-
- i. The Promoter has clear and marketable title with respect to development rights in respect of the project land; 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 development of the project and shall obtain requisite approvals from time to time to complete the development of the project;
 - iii. There are no encumbrances upon the project land or the project except those disclosed in the title report;
 - iv. 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;
 - v. 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;
 - vi. 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 the said Premises/Plot) which will, in any manner, affect the rights of Allottee/s under this Agreement;
 - vii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said (Premises/Plot) to the Allottee/s in the manner contemplated in this Agreement;
 - viii. At the time of execution of the conveyance deed of the structure to the association of Allottee/s the Promoter shall hand over lawful,

- vacant, peaceful, physical possession of the common areas of the structure to the Association of the Allottee/s;
- ix. 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;
 - x. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the project except those disclosed in the title report.
 - xi. Some of the slum dwellers have filed Appeals before the Competent Authority impugning the rejection of their eligibility for rehabilitation in the rehab premises.
 - xii. In the event of any of such appellants being successful in their pending proceedings, and subject to the sanction of the SRA, there will be a consequential amendment in the above referred Letter of Intent and revised Letter of Intent issued by the SRA to the Promoters. The Promoter will then be entitled to construct beyond the presently sanctioned ____ (____) floors vertically or horizontally by adding another horizontal extension of upper floors on the said sale building due to the availability of *in situ* compensatory Floor Space Index in respect of the slum property and/or due to provision of Floor Space Index for Project Affected Persons (**PAP**).
 - xiii. The Promoters are proposing to construct beyond the presently sanctioned 22 floors of the sale building by loading Fungible Floor Space Index on the sale building vertically or horizontally by adding another sale Wing (B) of ground/stilt and seven floors.
 - xiv. All such additional Floor Space Index, by whatever name called, that may become available for additional construction on the sale building shall belong exclusively to the Developers and the Allottee/s and/or any juristic body or association or society of the Flat Allottee/s of the sale building shall neither have nor make any claim to such additional or compensatory FSI including and not limited to any FSI that may become available due to PAP or as Fungible FSI or otherwise
57. The Allottee/s for himself/herself/themselves with intention to bring all persons into whosoever hand the said Premises may come, do hereby covenant with the Promoter as follows:
- (a) To maintain at the Allottee/s own cost in good tenantable repair and condition from the date of possession of the said Premises is taken and shall not do, or suffer to be done, anything in or to the said Building, staircases or any passages which may be against the

rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the said Premises itself or any part thereof;

- (b) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or be likely to damage the staircases, common passages or any other structure of the said Building including entrances of the said Building and in case any damage is caused to the said Building and/or the said Premises on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable to carry out the repair at the Allottee/s cost;
- (c) To carry at his/her/their own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in the said Premises or to the said Building or the said Premises which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority. And 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 consequence thereof to the concerned local authority and/or public authority;
- (d) Not do or suffer to be done anything in the said Premises or to the said Building or the said Premises which is in contravention of this Agreement. And in the event of the Allottee/s committing any act in contravention of this Agreement the Allottee/s shall be responsible and liable for the consequence thereof including the liability to carry out the repair at the Allottee/s cost;
- (e) Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration whatsoever in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the said free sale building and shall keep the portion, sewers, drains pipes in the said Premises and appurtenances thereto in good tenantable repair and condition and shall not chisel or, in any other manner, damage the columns, beam, walls, slabs or RCC Pardis or other structural members in the said Premises without the prior written permission of the Promoter and/or the said Common Organization and in the event so such damage the

Allottee/s shall indemnify the Promoter and/or the Common Organization for the same;

- (f) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said free sale plot and the said Building or any part thereof or whereby any increase in premium shall become payable in respect of insurance;
- (g) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said free sale plot and the said Building;
- (h) No equipment's such as dish antennae/solar heaters/solar panels, D.G. Set, air conditioning plants etc. shall be installed on the terrace and/or under the stilts and/or basements of the said building and/or in the compound of the said building by any of the flats/units/said Premises holders and/or the said organization at any time whatsoever without the permission of the Promoters. However the Promoter alone shall, from time to time, and at all times be entitled to permit the Premises/said Premises holders of the said Premises in the said building to install equipments such as dish antennae/solar heaters/solar panels, D.G. set, air conditioning plants etc. on the terrace and/or under the stilts and/or basements of the said building and/or in the compound of the said building as the Promoter may determine absolutely at its discretion.
- (i) The refuge area adjoining to lobby / staircase / said Premises (hereinafter referred to as **"the Refuge Area"**), shall not be altered and/or enclosed and/or covered and/or changed on any grounds whatsoever, by the Allottee/s / Common Organisation. The Refuge area in the said building shall kept in a clean and habitable condition and shall be the part of the common amenities and shall be used by all the Allottee/s in the building. The entry thereof at all times shall be without any restriction and shall always kept open and free of encroachment at all times including the common passage, stair case leading to such Refuge area.
- (j) The Allottee/s shall not remove or affix grills / fixtures on the exterior of the said Building or cause any obstruction of any nature whatsoever and the Allottee/s shall forthwith remove such grills, fixtures, obstructions and shall be liable to pay a fine of Rs. 1,00,000/- (Rupees One Lacs Only) to the Promoter/ Promoters.
- (k) Pay to the Promoter within 7 (seven) days of demand by the Promoter, his/her/their share of security deposit, charges or expenses etc. demanded by concerned local authority or Government or giving water, electricity or any other service

connected to the said Building;

- (l) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Unit / Said Premises by the Allottee/s viz. user for any purposes other than purpose for which the same is allotted;
- (m) The Allottee/s shall not sell, mortgage, transfer, assign, let, underlet or sub-let the said Premises or the Allottee/s's interest or benefit of this Agreement or part with the possession of the said Premises or any part thereof until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid-up and only if the Allottee/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has intimated in writing to the Promoter;
- (n) The Allottee/s shall observe and perform all the rules and regulations which the said Common Organization may adopt at its/their inception and the additions, alterations, or amendments thereof that may be made from time to time for protection and maintenance of the said free sale plot, the said free sale building, the said Building and the said Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of the Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the said Common Organization regarding the occupation and use of the said Premises in the said 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;
- (o) Till the lease/sub-lease of the said free sale plot and the said Building is executed in favour of the Common Organization, the Promoter and its servants and agents, with or without workmen and others, shall at all reasonable times, be entitled to enter into and upon the said free sale plot, and the said Building or any part thereof.
- (p) In the event any development charges or betterment charge, service charge or premium or tax or any other levy becomes payable by the Promoter, the Allottee/s hereby agrees to reimburse the same to the Promoter in proportion to the area of Flat / Units / Said Premises / Parking space / Garage etc., agreed to be purchased by him/her/them and in determining such amount, the decision of the Promoter shall be conclusive and binding upon the Allottee/s.

- (q) The Allottee/s shall insure and keep insured the said Flat / Units against loss or damage by fire of any other calamities for the full value thereof.
 - (r) The Allottee/s agrees that his/her/their/its interest in the said property and the said building is impartable and he/she/they/it shall not be entitled at any time to demand partition of his/her/their interest in the said property and/or in the said building.
 - (s) In case BEST/ MSEB / Reliance (now known as Adani Electricity) / Tata Power or any competent authority requires/demands construction of sub-station before supplying necessary electricity or domestic load to the proposed building, the cost charges and expenses thereof shall be borne and paid by all the Allottee/s in proportion to the area of their respective Flat / Units / Said Premises agreed to be acquired by them.
 - (r) Until the said property together with the said building is conveyed as aforesaid, the Promoter will control the management of the said building, realisation of outgoings and the disbursements of the payments to be made. The Allottee/s alongwith other flats/said Premises/parking space Allottee/s and/or the co-operative society and/or limited company and/or incorporated body will not have any objection to the aforesaid right of the Promoter.
58. The Allottee/s has assured further that this Agreement is subject to the following covenants made by the Allottee/s:
- a)** the Allottee/s have not been adjudicated as insolvent/bankrupt and/or to be wound up or any such proceedings are not pending against the Allottee/s ;
 - b)** no receiver and/or assignee and/or liquidator is appointed in relation to any of the Allottee/s assets/properties;
 - c)** none of the Allottee/s assets are subject matter of any attachment and/or the Allottee has not been served with any notice and/or no proceedings in regard of the aforesaid are pending wherein the Allottee/s is a defending party;
 - d)** the Allottee/s has never been involved in any activity nor are any proceedings against him pending under the provisions of money laundering or foreign exchange violations/regulations;
 - e)** the Allottee/s has not compounded payment with his creditors, and has not been convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence exceeding a period of six months;

59. The Promoter has informed to the Allottee/s and the Allottee/s is aware and confirm that:
- a) The development of the said Property is being carried out by the Promoter is under D. C. Regulation 33(10) read with Appendix IV.
 - b) As per the scheme formulated by the State Government/SRA only after completion of the entire development of the said Property, SRA will execute or caused to be executed, Lease in respect of the said Property in favour of the Society for a term of 30 years with a clause for renewal for further period of 30 years on the terms and conditions that may be approved by SRA.
 - c) The Promoter will request MCGM/SRA to execute separate Lease in respect of the Sale Plot, in favour of the society or any other Organisation that may be formed by the Promoter along with Allottee/s of the said Premises in the building “Ruparel Nova”.
 - d) Since the said Property forms part of the holistic scheme for the development of the said Property, as and when permission to develop the remaining area of the said Property if any, is granted, SRA may instead of issuing separate LOI, treat the LOI issued in respect of the said Property as principal LOI for development of the Property and may modify the same from time to time.
 - e) Promoter shall solely be entitled to consume/utilize/grant/ generate any/all the sale component FSI/TDR/Fungible FSI/any other development potential that may be permitted under such LOI or any part of the said Property including the said Sale Building No 3.
 - f) Some of the commercial said Premises in the said Sale Building will be provided to the existing eligible occupants, as and by way of Permanent Alternate Accommodation.
 - g) The Promoter may at their option instead of utilising Sale Component at situ, opt for grant of TDR in lieu of the Sale Component and the Allottee/s herein as well as other said Premises Allottee/s shall have no claim or demand of any nature whatsoever in respect thereof and Promoter shall be entitled to sell/transfer the TDR generated from the said Property and/or said Larger Property and/or due to amalgamation of Scheme or otherwise in the open market and to receive and appropriate to themselves the sale proceeds in respect thereof.
 - h) Notwithstanding the fact that the said Property is included in the holistic scheme for development of the said Larger Property, neither the Allottee/s slum dwellers/occupant of the said Premises in rehab

component of the said Property nor of the Larger Property shall have any right in respect of the Sale Plot and/or Sale components or any portion thereof. Similarly the Allottee/s of the said Premises in the building "Ruparel Nova" shall have no right, title, interest, claim or demand of any nature whatsoever in respect of the remaining area/FSI/Fungible FSI/TDR/any other benefit that may accrue to the share of the Promoter in any manner whatsoever in respect of the said Property and/or any other portion of the said Larger Property and/or any portion of the said Larger Property that may be developed by the Promoter.

The Allottee/s hereby agrees and consents to the same and grants his irrevocable consent to the Promoter to carry out the development as aforesaid. The Promoter has agreed to sell the said Premises to the Allottee/s based on the aforesaid assurance only.

60. Notwithstanding any other provisions of this Agreement the Promoter shall be entitled to, at the Promoter sole and absolute discretion:
- (a) to decide from time to time when and what sort of document of transfer should be executed in whose favour.
 - (b) to have a society and/or limited company and/or condominium and/or any other body or bodies of Allottee/s formed and constituted as contemplated herein.
 - (c) have an exclusive, unfettered and unimpeachable right to sell, enter into any agreement with any persons as may decided by them from time to time.
 - (d) have a right to terminate this agreement for sale in the event of happening any one or more of the acts, deeds, things done or caused to be done by the said Allottee/s, if the Allottee/s is not co-operative or unwilling to follow or observe the policy formulated by the said Promoter for the said purpose and/or terms and conditions imposed by them from time to time for the better management of the project or anything done or caused to be done for any unlawful activities, gains or having any relation or connection with the organizations which has been banned by the Government of India or the State Government of Maharashtra as the case may be and/or propagating any message or information or things which may adversely affect the interest of the Promoter and/or persons associated with the Promoter still the final Conveyance/Lease/Assignment of Lease, as the case may be, lease given by the Promoter to the society and/or limited company as may be formed or incorporated as contemplated herein.

- (e) to cause to be and/or sub-leased, leased or transferred the said building and/or buildings together with the said property i.e. land underneath the building and appurtenant land i.e. compulsory open space required under law in favour of such society and/or limited company and/or other associations as the case may be.
 - (f) to decide and determine how and in what manner the infrastructure including the common utility areas and other recreational facilities to be used by the various flat Allottee/s may be transferred and/or conveyed/assigned/ leased.
 - (g) to provide for and incorporate covenants, restrictions and obligations with regard to the provision of maintaining the infrastructure and common amenities including garden and roads if any.
61. The Promoter has raised loan from LIC Housing Finance Ltd and created charge on the cash flow. The Promoter may take further loan from any bank and/or other institutions for development of the said Property, the Promoter has/may create mortgage/charge over the said Property including the said Premises and/or the cash flow of Premises to be constructed on the said Property to secure loan/advance that may be lent or advanced by the Bank/Financial Institutions to the Promoter. In the event, such Bank/Financial Institutions impose any condition that the consideration required to be paid by the Allottee/s is to be deposited in a designated account than upon receipt of intimation from the Promoter, the Allottee/s will make all the payments by issuing cheque/pay orders as may be required by such Bank/Financial Institutions. Before offering possession of the said Premises and upon receipt of the entire consideration from the Allottee/s, it shall be the duty of the Promoter to obtain the requisite consent/NOC from such Bank/Financial Institutions releasing the charge in respect of the said Premises.
62. Promoter shall hereafter not mortgage or create a charge on the [Premises] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has taken or agreed to take such [Premises].
63. For any amount remaining unpaid by the Allottee/s under this Agreement, the Promoter shall have first lien and charge on the said Premises agreed to be allotted to the Allottee/s.
64. This Agreement sets forth the entire agreement and understanding between the Promoter and the Allottee/s pertaining to the said flat and supersedes, cancels and merges :

- (a) All agreements, negotiations, commitments writings between the Allottee/s and the Promoter prior to the date of execution of this Agreement.
 - (b) All the representation, warranties commitments etc. made by the Promoter to the Allottee/s in any documents, brochures, hoarding etc. and /or through on any other medium.
65. The Allottee/s agrees that all information, documents, etc. exchanged to date and which may be exchanged including the contents of this Agreement and any documents executed in pursuance thereof ("**Confidential Information**") is confidential and proprietary and shall not be disclosed, reproduced, copied, disclosed to any third party or used otherwise without the prior written consent of the Promoter. The confidentiality obligations under this Clause shall survive even after handing over the possession of the said Premises and is legally binding on the Allottee/s and shall always be in full force and effect.
66. The Allottee/s shall not make any public announcement regarding this Agreement without prior consent of the Promoter.
67. Nothing contained hereinabove shall apply to any disclosure of Confidential Information if:-
- a) such disclosure is required by law or requested by any statutory or regulatory or judicial/quasi-judicial authority or recognized self-regulating Organization or other recognized investment exchange having jurisdiction over the Parties; or
 - b) such disclosure is required in connection with any litigation; or
 - c) such information has entered the public domain other than by a breach of the Agreement.
 - d) The Promoter shall not be bound by any such agreement, negotiations, commitments, writings, discussions, representations, warranties etc. and/or compliance thereof other than expressly agreed by the Promoter under this Agreement.
 - e) The Allottee/s agrees and acknowledges that the sample flat that may be constructed by the Promoter and all furniture, items, electronic goods, amenities, etc. provided therein are only the purpose of show casing that flat and the Promoter are not liable/required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the said sample flat, other than as expressly agreed by the Promoter under this Agreement;
 - f) The Allottee/s agrees that his/her/their/its interest in the said property and the said building is impartable and he/she/they/it shall not be entitled at any time to demand partition of his/her/their interest in the said property and/or in the said building.

68. 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 Premises in case of a transfer, as the said obligations go along with the Premises for all intents and purposes.
69. The Allottee/s hereby agrees, undertakes and covenants with the Promoter / Promoter/s that neither he/she/they, nor the said Common Organization shall, at any time hereafter, limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by or granted to the Promoter / Promoter/s under this Agreement, or any other deed, document or writing that may be entered into and executed between the parties hereto, or those of the Promoter / Promoter as mentioned herein, and the Allottee/s and the said Common Organization shall be bound and liable to render to the Promoter, all necessary assistance and co-operation, to enable it to exercise and avail of the same.
70. It is expressly agreed that right of the Allottee/s under this Agreement is only restricted to the said Premises agreed to be sold by the Promoter and agreed to be acquired by the Allottee/s and all the other said Premises and portion or portions of the said Building and the said Property shall be the sole property of the Promoter. The Promoter shall be entitled to develop the same in whatsoever manner they may deem fit and proper, without any reference, resource, consent or concurrence from the Allottee/s in any manner whatsoever. The Allottee/s do/doth hereby confirms and consents to the irrevocable right of the Promoter, to develop the said Property including the said Building known as "Ruparel Nova", on the said Property more particularly described in the First Schedule hereunder written, in whatsoever manner the Promoter may deem fit and proper without any further reference or other consent or concurrence in future upon transfer of the said land building " Ruparel Nova", to the said ultimate organization the Allottee/s will become Owner as contemplated under the RERA and/or Companies Act and/or condominium.
71. The Advocates and Solicitors of the Promoter shall prepare the Deed of Conveyance / Lease and all other documents to be executed in pursuance of these presents as also the Bye-laws and/or the Memorandum and Article of Association in connection with the Co-operative Society or the Limited Company or the Condominium as the case may be and all costs, charges and expenses including stamp duty, registration charges and other expenses in connection with the preparation and execution of the Conveyance and other documents and the formation or registration or incorporation of the Said Organisation shall be borne and paid by all the Allottee/s of the said Premises in the said Property in proportion to the respective area of the respective Said Premises.

72. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Said Premises or of the said Property and the said Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him/her/them. It is further agreed that all rights of ownership in all open spaces, parking spaces, lobbies, lifts, staircases, common terraces, etc. will remain the property of the Promoters, until the said Property and the said Building is leased to the said Common Organization as hereinabove mentioned, which in any case shall be subject to the rights of the Promoter as agreed to and specified herein and of the other Allottee/s of units and said Premises as herein stated.
73. The Allottee/s hereby agrees, undertakes and covenants with the Promoter that neither he/she/they, nor the said Common Organization shall, at any time hereafter, limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by or granted to the Promoter under this Agreement, or any other deed, document or writing that may be entered into and executed between the parties hereto, or those of the Promoter as mentioned herein, and the Allottee/s and the said Common Organization shall be bound and liable to render to the Promoters, all necessary assistance and co-operation, to enable it to exercise and avail of the same.
74. Any delay tolerated or indulgence shown by the parties in enforcing the terms of this Agreement or any forbearance or giving of time to each other shall not be construed as a waiver on their part of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of parties.
75. The Allottee/s shall present this Agreement for registration within the time prescribed by the Registration Act, 1908 and the Promoter shall attend the Office of the Sub-Registrar and admit the execution thereof.
76. It is expressly agreed by and between the Allottee/s and the Promoter that all and/or any notices to be served on the Allottee/s as contemplated by this Agreement shall be deemed to have been duly served if sent either by email or post to the Allottee/s Under Certificate of Posting or have them delivered at:

NAME :
EMAIL :
ADDRESS :

77. The Allottee/s and Promoter agree to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Allottee/s or the Promoter, as the case may be.
78. The Allottee/s hereby agrees that in case there are joint-Allottee/s, all communications shall be sent by the Promoter to the Allottee/s 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 Allottee/s.
79. The Allottee/s hereby declares that he has gone through this Agreement and all the documents related to the said Property and the said Premises and has expressly understood the contents, terms and conditions of the same and the Allottee/s after being fully satisfied has entered into this Agreement.
80. The Promoter shall not be responsible and/or liable for the consequences arising out of the change in law or changes in Municipal and other laws, rules, regulations etc.
81. This Agreement shall be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016, or any other modifications or re-enactments thereof that may be in force in the State of Maharashtra from time to time or the Maharashtra Premises Ownership Act (Mah Act. No. XV of 1971) whichever may be adopted by the Promoter and the rules made there under.
82. The Allottee/s hereby declares that they have gone through the Agreement and all the documents related to the said Premises purchased by him/her/them and has expressly understood the contents, terms and conditions of the same and the Allottee/s after being fully satisfied with the contents has entered into this agreement.
83. The Stamp Duty and Registration charges payable on this Agreement and all the documents to be executed in pursuance to this agreement shall be borne and paid by the Allottee/s alone.
84. PROVIDED AND ALWAYS that if any dispute, difference or question at any time hereafter arises between the parties hereto or their respective representatives or between Allottee/s of other Said Premises in the Said Building and the Promoter in respect of the construction of these presents or concerning anything hereto contained or arising out of the said Premises or as the rights liabilities or the duties of the said parties hereunder the same shall be referred to Arbitrators of two persons one to be appointed by the Allottee/s or all other Allottee/s together and one by the Promoter. The Arbitrators so appointed shall appoint before entering upon the reference, (a

Chairman). The provisions of the Arbitration and Conciliation Act, 1996 shall apply to such reference. The language of Arbitration shall be English and the place for Arbitration shall be Mumbai.

85. This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Premises/plot/building, as the case may be.
86. 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 [Flat/Plot], in case of a transfer, as the said obligations go along with the [Flat/Plot] for all intents and purposes.
87. 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.
88. Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee/s(s) in Project, the same shall be in proportion to the carpet area of the Premises to the total carpet area of all the Premises in the Project.
89. 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.
90. The Allottee/s and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.
91. The Permanent Account Numbers of the parties hereto are as under:

Name

Permanent A/c. No.

Shree Sukhakarta Developers Pvt. Ltd.

AATCS3173L

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day and year first hereinabove written.

THE SCHEDULE ABOVE REFERRED TO :

(Description of “the said property”)

ALL THAT piece and parcel of land and ground along with the structures standing thereon admeasuring about 10,602.85 sq. mtrs or thereabouts on the land/property bearing C.S. No. 177 (P) & un-numbered slum plot of Dadar Naigaon Division in Sewree Wadala Estate Scheme No 57 in F/S ward of MCGM, in the Registration District and Sub-District of Island City of Mumbai occupied by the slum dwellers of Mamta Sahakari Gruha Nirman Sanstha(proposed) and bounded as follows:

- On or towards North : by Hindu Cemetery C. S. No. 826
- On or towards South : by Jerbaiwadia Road
- On or towards East : by T. B. Hospital C.S. No. 991
- On or towards West : by Sanatorium C.S. No. 185

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THOSE premises being **Flat / Premises No/s.** _____ admeasuring _____ sq.ft. carpet area, on the ____ floor, of the proposed sale building to be known as “**RUPAREL NOVA**” to be constructed on the property more particularly described in the First Schedule hereinabove and delineated in RED colour boundary line on the floor plan thereof hereto annexed and marked as **ANNEXURE “___”**, together with an exclusive right to use _____ vehicle parking space provided as an amenity being part of the common area.

SIGNED AND DELIVERED by the)
withinnamed Promoters :)
SHREE SUKHAKARTA DEVELOPERS)
PRIVATE LIMITED)
through its Director / Authorised Signatory)
MR. _____)
in the presence of:)
1.)

2.)

SIGNED AND DELIVERED by the)
withinnamed Purchasers :)
_____)
_____)
_____)
_____)
_____)
in the presence of:)
1.)

2.)

RECEIPT

RECEIVED the day and year first hereinabove written of and from the withinnamed Purchaser/s the total sum of Rs. _____/- (Rupees _____Only) as mentioned below :

Date	Bank	Branch	Cheque No.	Amount
TOTAL				

as and by way of earnest money as mentioned hereinabove to be paid by him/her/them to us.

Rs. _____/-
WE SAY RECEIVED
For Shree Sukhakarta Developers Pvt. Ltd.

(DIRECTOR / AUTHORISED SIGNATORY)

THE THIRD SCHEDULE ABOVE REFERRED TO:
LIST OF COMMON AREAS AND FACILITIES

(Nature, extent and description of common areas and facilities/limited common areas and facilities)

RESTRICTED COMMON AREAS AND FACILITIES

1. Landing in front of stairs on the floor on which the particular premises is located, as a mere access to the premises but not for the purpose of storage, recreation, residence or sleeping. The landing is limited for the use of occupiers of the premises on that particular floor and the visitors thereto but is subject to means of access for reaching other floors, available to all residents and their visitors.
2. Mechanical and puzzle Car parking spaces in the upper basement/lower basement/ stilt/ podium levels in the free sale building.
3. Underground flushing and domestic water tank and water supply, rain water harvest system, CCTV. The Purchaser will have a proportionate undivided interest in the above, subject to the proportionate reduction therein in case additional premises are constructed in the said free sale building. All areas not covered under “common areas and facilities” including open spaces, terrace, parking spaces are restricted areas and facilities and the Promoter shall have absolute rights to dispose of the same as the Promoter may deem fit.

DATED THIS ____ DAY OF _____ 2019

BETWEEN

**SHREE SUKHAKARTA DEVELOPERS
PRIVATE LIMITED**

... PROMOTER

AND

... FLAT PURCHASER

AGREEMENT FOR SALE OF UNIT / FLAT
/ PREMISES BEARING NO.
____ON____FLOOR, **RUPAREL NOVA,**

AGREEMENT FOR SALE

BETWEEN

SHREE SUKHAKARTA DEVELOPERS PRIVATE LIMITED

AND

FLAT NO. _____ ON _____ FLOOR, RUPAREL NOVA
