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AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE has been executed at Mumbai on this _____ day of _____ 2017 BETWEEN **LAKADAWALA DEVELOPERS PVT.LTD.** a Company incorporated under the provisions of the Companies Act, 1956 having its registered office at 101, Lathiwala Apartment, 1st floor, Shivdas Chapshi Road, Near Sales Tax Office, Mazgaon, Mumbai – 400 010 hereinafter referred to as “**the Promoter**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the **First Part** AND **SATRA REALTY AND BUILDERS LTD. (Formerly known as Satra DLH Reality And Builders Ltd. AND Satra Reality and Builders Ltd.)** also a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Dev Plaza, 2nd floor, Opp. Andheri Fire Station, S.V. Road, Andheri (West), Mumbai -400 058, hereinafter referred to as “**the Co-Promoter**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors) of the **Second Part** (hereinafter for brevity’s sake the Promoter and the Co - Promoter jointly be referred to as “**the Promoters**”) AND **Mr./Ms./M/s.** _____, of Mumbai Indian inhabitant a Sole Proprietorship Concern, a Partnership Firm, a Company incorporated under the provisions of Companies Act, 1956 carrying on business at _____, hereinafter referred to as “**the Allottee/s**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, legal representatives, executors administrators and assigns/ be deemed to mean and included it

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successors and permitted assigns and/or Partners for the time being constituting the Firm their survivor/ survivors his/her heirs, legal representatives, executors, administrators and permitted assigns) of the

Third Part :

W H E R E A S:

- a) Municipal Corporation of Greater Mumbai (MCGM) is fully seized and possessed of and/or otherwise well and sufficiently entitled to have and hold the plot of land bearing CTS No.7(Part) admeasuring about 18,839.67 sq.mtrs, being, lying and situate at Village Borla, Taluka Kurla, within the Mumbai Suburban District, which is more particularly described in the Schedule hereunder written and shown and surrounded by red coloured boundary line area to the plan marked and annexed hereto as **Annexure 'A'** (hereinafter for brevity's sake referred to as the "said plot").
- b) The portion of the said larger plot admeasuring about 18,839.67 sq.mtrs which is more particularly described in the First Schedule hereunder written and shown and surrounded by red coloured boundary line area to the Plan marked and annexed hereto as Annexure 'A' (hereinafter referred to as the "said plot") was largely encroached upon by various Slum dwellers and using for residential /commercial user. As per the policy laid down by the Municipal Corporation of Greater Mumbai (MCGM), photo pass has been issued to the Slum dwellers and the same has been censused as " Slum Area" under the provisions of Maharashtra Slum Area (Improvement Clearance and Redevelopment) Act, 1971. An area admeasuring about 18097.295 sq.mtrs is being slum area and 742.375 sq.mtrs is being Non slum area.

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- c) Under the prevailing Development Control Regulations as applicable to Greater Mumbai 1991, it is permissible for slum dwellers to form a Co-operative Housing Society, to enter into an Agreement with the Developer and to submit a Scheme for redevelopment to the Slum Rehabilitation Authority.
- d) In accordance with the said provisions of Development Control Regulations 1991, various Slum dwellers joined their hands and decided to form two different Co-operative Housing Society in the name of Panchsheel and Ekta. Thereupon the Chief Promoter was appointed by the said two proposed Co-operative Housing Societies in two different names viz: Panchsheel Co-operative Housing Society and Ekta Co-operative Housing Society.
- e) The Chief Promoter as well as Promoters of both the proposed Panchsheel Co-operative Housing Society and Ekta Co-operative Housing Society decided to redevelop the said plot through the Promoter, being the party of the first part herein.
- f) On or about on 12th day of November 2003, the Chief Promoter alongwith other Promoters of the proposed Panchsheel Co-operative Housing Society executed an Agreement, for the purpose of redevelopment with the Promoter, being the party of the first part herein, at the consideration and upon certain terms and conditions incorporated therein.
- g) Similarly on 30.6.2004, the Chief Promoter alongwith other Promoters of the proposed Ekta Co-operative Housing Society, executed a separate Agreement, with the Promoter, being the party of the first part herein, at the consideration and upon certain terms and conditions incorporated therein.
- h) In accordance with one of the agreed terms and conditions the

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Chief Promoter as well as Promoters of two different Societies Panchsheel Co-operative Housing Society (proposed) and Ekta Co-operative Housing Society (proposed), also executed a separate Power of Attorney in favour of Mr. Usman I. Lakadawala and Mr. Anwer I. Lakadawa being the nominees of the Promoter herein, to enable the attorney/s to initiate necessary steps for the purpose of redevelopment.

- i) Subsequently, the Promoter being the party of the first part herein, submitted an application to the Slum Rehabilitation Authority (Hereinafter for brevity's sake referred to as "SRA") for the purpose of redevelopment of the said plot.
- j) Subsequently the Chief Promoter/Promoters of both the Societies Panchsheel Co-operative Housing Society (proposed) and Ekta Co-operative Housing Society (proposed) submitted the proposal for registration of Co-operative Housing Society in the name of Panchsheel (Govandi) SRA Co-operative Housing Society Ltd. and Ekta (Govandi) SRA Co-operative Housing Society Ltd. and accordingly Deputy Registrar of Co-operative Societies SRA Mumbai, has been pleased to register both the Societies on 28.11.2006 respectively bearing Registration No.MUM/SRA/HSG/(T.C)/11232/2006 and MUM/SRA/HSG (T.C)/11233/2006.
- k) MCGM after carrying out due verification of the requisite status of the Slum Dwellers has been pleased to issue Annexure -II and thereby certified that total Number of slum dwellers are 1274 of both the Societies, out of which 895 slum dwellers have been declared as eligible and 379 have been declared as non eligible.
- l) On 28.7.2006 (Slum Rehabilitation Authority (SRA) has issued a

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Letter of Intent (LOI) bearing No.SRA/ENG/970/ME/ML/LOI and subsequently revised LOI has been issued on 21.4.2009 and again on 13.9.2011 is marked and annexed hereto as **Annexure ‘B’**.

m) As per one of the requirement the Promoter, has submitted layout of the said plot to SRA and in response to the same SRA has been pleased to approve the layout plan on 24.12.2010 and then on 14.11.2011 and thereby divided said plot as under;

Sub-plots	Plot Area (in sq.mtr)	Remarks
‘A’	4385.357	Rehab Plot (Bldg. No.1 & 2)
‘B’	5758.676	Sale Plot (Bldg. No.4)
‘C’	6537.760	Road set back of 40.00 mt. freeway
‘D’	2107.037	Rehab Plot (Bldg. No.3)
‘E’	50.840	Road set back
Total	18839.670	For Scheme under reference.

- n) The sub-plots are more particularly shown and marked in different colours in Annexure ‘A’. As per the approved layout construction of the building/s and open spaces are proposed to be provided for which have been more particularly shown in the plan annexed hereto.
- o) The Allottee hereby agrees to acquire and purchase from the Promoter/Co-Promoters and the Promoter/Co-Promoters hereby agree to sale to the Allottee car parking space/s bearing No/s situated at Lower/Upper basement/stilt being constructed in the layout for the consideration of Rs._____/-. The total aggregate consideration for the Apartment and car parking space/s is thus Rs._____/-. The Allottee/s has paid the consideration of car parking space/s on execution of this Agreement.

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- p) SRA has been further pleased to approve the construction activities to be carried out, on the different sub-plots of the approved layout in phase wise manner, in the following manner.

Phase	Activity
Phase-1	Construction of Transit Camp
Phase-1I	Shifting of tenants & Removal of hutments affected in rehab bldg No.1 & 2
Phase-1II	Construction & occupation of Rehab Bldg No. 1 & 2. Development of setback road, SWD line, street lights & laying of sewer line.
Phase-1V	Construction of Sale Bldg Development of internal access road, SWD line, street lights & laying of sewer line. Sub-division of P.R.Card as per layout
Phase-V	Construction & occupation of Rehab Bldg No.3. demolition of transit camp & development of set back road, line, street lights & laying of sewer line.
Phase-VI	Handing over of setback to MCGM
Phase-VII	Occupation of sale Bldg.

- q) SRA has also approved construction of transit camp vide file No.SD/ENG/ 970/ME/ ML/LOI/ TTR dated 17.3.2009 for construction of 4 storied building consisting of 320 tenanments upon certain terms and conditions incorporated therein.
- r) Accordingly, the Promoter initiated necessary steps to remove eligible and non eligible slum dwellers from the said plot either by shifting in the Transit Accommodation or by paying monthly compensation.
- s) On Sub-plot - A the Promoter has initiated steps to commence, carry out and complete rehab building No.1 & 2 consisting of Ground + 23 floors and has initiated further steps for rehab building No.3 being constructed on Sub Plot -D, the Promote has commenced, carried out and completed certain construction activities in accordance with phase wise programme.

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- t) The Promoter has entered into a standard Agreement with an Architect registered with Council of Architect Mr. Sameer V.Kulkarni as such Agreement is as prescribed by Council of Architect. Similarly the Promoter has appointed a Structural Engineer M/s. Sanghavi & Associates Consultant Pvt.Ltd. for the preparation of structural design and drawing of the sale building and the Promoter accepted the professional supervision of the Architect and the Structural Engineer till completion of the building/s. In terms of approved LOI, the Promote is entitled to carry out construction of sale building consisting of not less than multistoried building, on sub-plot B which is more particularly described in the Second Schedule hereunder written and shown and surrounded by Green coloured boundary line area to the plan marked and annexed hereto as Annexure 'A' (hereinafter for brevity's sake the said sub plot be referred to as "the said property").
- u) As per one of the condition of the LOI, the Promoter has to carry out construction on prorata basis compare to rehab buildings. As such the Promoter has submitted a proposed building plan consisting of 2 basement + stilt and 19 upper storied + part 20th floor building consisting of 3 Wings A, B & C to Slum Rehabilitation Authority on the said property. In response Slum rehabilitation Authority has been pleased to issue Intimation of Approval (IOA) on 05.01.2012 bearing No.SRA/ENG/2747/ME/ML/AP. Hereto marked and annexed as **Annexure 'C'** is a copy of the IOA and **Annexure 'D'** is a copy of Extract of property card bearing CTS No.7A.
- v) With an intend to commence, carry out and complete the

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construction work of sale building smoothly and homogenously the Promoter has entered into a Joint Development Agreement with the party of the second part herein on 18.11.2013, which has been duly registered on 06.01.2014 with the office of Sub-registrar of Assurances, Kurla bearing document No.KRL 2 -196-2014 at the consideration and upon certain terms and conditions incorporation therein. As per agreed terms the Co-Promoter is entitled to have 2,87,467 sq.ft. carpet area out of 3,49,000 sq.ft. carpet area of the sale building and balance is entitlement of the Promoter. As per the said agreed terms Promoter and the Co-Promoter have demarcated their respective entitlement vide writing dated 18.11.2013 in respect of particular Apartment on particular floor in the particular Wing.

- w) B K Gala & Associates, advocates have issued title certificate dated 24.02.2014, A copy of the same is marked and annexed hereto as **Annexure 'E'**.
- x) Copies of the plan and specification of the Apartment agreed to be purchased by the Allottee/s as proposed by the Promoters have been annexed hereto and marked as **Annexure 'F'** and the carpet area of the said Apartment is _____ sq.mtrs and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee/s, or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Apartment.
- y) On 5.12.2013 commencement certificate bearing

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- No.SRA/ENG/2747/ME/ML/AP has been issued by SRA, and further amended on 14.05.2015 and 07.12.2016. A copy of the same is marked and annexed hereto as **Annexure 'G'**. By virtue of the Development Agreement dated 12.11.2003 and 3.6.2004 read with Joint Development Agreement dated 18.11.2013 the Promoters alone have a sole and exclusive rights to sell the Apartment in the sale building to be constructed on the sub-plot 'B' which is more particularly described in the Second Schedule hereunder written and to enter into an Agreement with the Allottee/s of the Apartment and to receive sale price in respect thereof. In accordance with the Joint Development Agreement dated 18.11.2013, the Promoter and the Co-Promoter have demarcated their respective entitlement to the built up area in the sale component apartment –wise and floor wise, list of which has been reduced into writing on 18.11.2013.
- z) The Allottee/s approached the party of the Promoters herein and shown their readiness and willingness to acquire and purchase the Apartment. The Promoters have given all requisite information to the Allottee/s of all the documents of title relating to the said plot, said property, LOI, Development Agreement and Joint Development Agreement and the plans, designs and specifications prepared by Architect Mr. Sameer V.Kulkarni and of such other documents which are specified under the provisions of Real Estate (Regulation and Development) Act, 2016 (hereinafter for brevity's sake referred to as the "said Act") and the rules and regulation framed thereunder.
- aa) In the ordinary course of business Co-Promoter has obtained Financial help in the form of loan from India Infoline Finance Ltd.

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- a Non Banking Financial Company.(NBFC) registered with the Reserve Bank of India and submitted into an Indenture of Mortgage Cum Loan Agreement on 28.9.2016, executed between Co-Promoter (therein referred to as “the Borrower”) of the One part and India Infoline Finance Ltd. (therein referred to as “ the Lender”) of the Other Part, where under a loan of Rs.90 Crores have been sanctioned by the said Lender in favour of the Co-Promoter for the purpose of carrying out and completing the construction work of the sale building and thereby the Co-Promoter has offered First and exclusive charge of unsold area inter alia the Apartment herein agreed to be sold to the Allottee/s from the Borrower’s share of carpet area in the sale building and upon certain terms and conditions incorporated therein, which has been duly registered with the office of the Sub-Registrar of Assurances bearing document No.KRL-3 7944 of 2016. The Co-Promoter before execution of this Agreement has obtained no claim/release letter from the lender. A copy of the consent/no release letter is marked and annexed hereto as **Annexure ‘H’**.
- bb) The Promoter has got approved from the Slum Rehabilitation Authority being the concerned Local Authority the plan, specification, elevation, sections and the details of such building/s and while sanctioning the said plans the Slum Rehabilitation Authority and/or the Government has laid down certain terms and conditions, stipulations and restrictions, which are to be observed and performed by the Promoter, while developing the said sub-plot/ the said plot and the said building and upon due observation and performance of which only the completion and part/full occupation certificate in respect of such

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building shall be granted by SRA.

- cc) The Promoters are in actual and physical possession of the said Sub-Plot B. As per the prevailing Development Control Regulations, the said Societies have become entitled for an additional FSI for which requisite Application has been made to SRA under the agreed terms with both the Societies. All such additional FSI, the Promoter and the Co-Promoter is entitled to utilize and consume on the said plot or to deal with TDR, which may be generated and the Promoter and the Co-Promoter intends to utilize such additional FSI by constructing additional floors on the proposed sale building and/or the additional construction in the form of Wing/Building and/or to deal with the balance FSI in the form of TDR in the open market.
- dd) The Co- Promoter in terms of the Joint Development Agreement has accordingly commenced construction of the said building with the approved plan. The Allottee/s has applied to the Promoter/Co-Promoter for allotment to the Apartment No._____ in _____floor and in Wing _____ in the sale building situated at sub-plot -B which is more particularly described in the Second Schedule hereunder written.
- ee) The Allottee/s demanded from the Promoters/Co-Promoters and the Promoters/Co-Promoters have given free and full inspection to the Allottee/s of all documents of title relating to the said property and the plans, designs and specifications prepared by the Promoters' Architect Mr. Sameer V.Kulkarni and of such other documents are specified under the Real Estate (Regulation and Development) Act, 2016, (hereinafter referred to as the "said Act") and the rules made thereunder. The Promoter has registered the

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project under the provisions of the said Act with the Real Estate Regulatory Authority at Mumbai bearing No. _____.

ff) Relying upon the said application, declaration and Agreement, the Promoter/Co-Promoter agreed to sell the Allottee/s of an Apartment at the price _____/- (Rupees _____Only) on the terms and conditions hereinafter appearing.

gg) Prior to execution of this presents the Allottee/s has paid to the Promoters a sum of Rs. _____/- (Rupees _____Only) being the part payment of the sale price of the Apartment agreed to be sold by the Promoter/Co-Promoter to the Allottee/s as advance payment or earnest money (payment and receipt were of the Promoter doth hereby admit and acknowledge) of the Apartment agreed to be sold to the Allottee/s and the Allottee/s purchaser has agreed to pay to the Promoter/Co-Promoter balance of the sale price in the manner hereinafter appearing.

hh) Under section 13 of the said Act the Promoter is required to execute a written Agreement for Sale of the said Apartment to the Allottee/s being in fact these presents and also to register the said Agreement under the Registration Act.

ii) Hereinafter for the sake of brevity, the term Allottee/s shall include investor/s for the purpose of Article 5(g-a) of Schedule 1 to the Maharashtra Stamp Act, 1958.

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

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1. The recitals hereinabove shall form an integral and operative part of this Agreement as if the same were incorporated herein verbatim and to be interpreted and construed and read accordingly.
2. The Promoters shall construct on the said property multistoried sale building being the residential building known as “SATRA’S EASTERN HEIGHTS” consisting of two basements, stilt plus 19 upper floors and part 20th floors (and seven additional floors on completion of rehab component) the Developer is further entitled to raise seven more upper floors (hereinafter for brevity’s sake referred to as the “said Building/s”) and/or such building/s as per the layout plan and building plans sanctioned and/or as per the revised amended plans, to be approved and sanctioned by SRA on sanctioning of additional 1 FSI in addition to existing sanction and as per the DC Rules and the sanctioned plan and amended plans which have been seen and approved by the Allottee/s. The Promoters may at its own discretion alter and modify as the Promoters may consider necessary or as may be required by the SRA or such concerned Local Authority. As part of such variation amendment or alteration in the layout and/or in building plans, the Promoters may change location of the said building or any one or more of them and the Promoters may also construct additional areas by constructing additional wings and/or additional floors to one or more of the said building and may also construct further buildings on the said property as may be approved by the concerned authorities.
3. The Allottee/s agree to acquire and purchase from the Promoters on ownership basis, the Apartment bearing No. _____ admeasuring _____ sq.mts carpet area in Wing _____ on the ____ floor,

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more particularly shown and surrounded by Red colour hatched lines, in the sale building (hereinafter referred to as “the said Apartment”) is delineated on the Plan annexed hereto as Annexure “F” in the building to be known as “SATRA’S EASTERN HEIGHTS” which is under construction on the said property more particularly described in the Second Schedule hereunder written at or for the lumpsum consideration of Rs._____/-(Rupees _____ only)

The nature extent and description of the fixtures, fittings, specifications, amenities and facilities to be provided by the Promoters in the Apartment with said building is more particularly described in the Third Schedule hereunder written.

4. Time is essence of the Promoters as well as the Allottee/s. The Promoters shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s and the common areas to the association of the Allottee/s after receiving the part/full occupancy certificate. Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters as provided hereinabove. (Payment Plan).
5. The Promoters hereby declare that as per LOI dated 13.9.2011 issued by SRA approved sanction FSI of 3.491 in accordance with the provisions of Appendix –IV of regulation 33(10) of amended DC regulations 1991, out of which maximum FSI of 3.00 has been allowed to be consumed on the said plot. $(18,097.295 \times 3 = 54,291.885$ and in respect of Non slum area $742.375 \times 1 = 742.375$ aggregating to 55034.260 sq.mts and in respect of slum

area additional 1.4 FSI is likely to be sanctioned. The promoters have planned to utilize such additional FSI in future Promoter/Co-Promoter have disclosed to the Allottee/s their intention to utilize even 1 additional FSI on Slum Area in the said plot and the Allottee/s has agreed to purchase the said Apartment based on proposed construction and sale of Apartment to be carried out by the Promoters by utilizing additional FSI and on understanding that the approved and/or additional FSI shall belongs to the Promoters only.

6. The Promoters hereby agree that necessary steps shall be initiated for formation of the Society either Wing wise or Building wise as may be permissible under the law inter alia, in respect of rehab component and sale component and in terms of LOI/SRA Scheme shall form Apex Body/Federation of all the Societies as its members before execution of Lease Deed/Assignment of lease of the said plot in favour of the Apex Body to be formed by all the Societies formed for each of the wings/buildings to be constructed on the said plot (hereinafter referred as “Apex Body/Federation”) make full and true disclosures of the nature of the title of the said plot as well as encumbrances, if any including any right title, interest or claim of any party in or over the said plot and shall as far as practicable ensure that the said plot is free from all encumbrances and that the original owners/Promoters the said Societies have absolute, clear and marketable title to the said plot so as to execute the lease deed of the said plot to the said Apex Body/Federation and conveyance of structure with absolute clear and marketable title in favour of such Apex Body/Federation within two months of registering the Society of last wing/building.

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7. The Allottee/s agree to pay to the Promoters interest at such rate as may be prescribed from time to time on all the amounts, which become due and payable by the Allottee/s to the Promoters, under the terms of this Agreement from the date the said amount is payable by the allottee/s to the Promoters.
8. Without prejudice to the right of Promoters to charge the interest in terms of clause 7 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 breach of any of the terms and conditions herein contained, the Promoters shall be entitled at their own option, to terminate this Agreement.
9. Provided that, Promoters shall give notice of seven days in writing to the Allottee/s by email at the email address provided by the Allottee/s of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fails to rectifies the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, Promoters shall be entitled to terminate this Agreement and upon termination of this Agreement the Promoters shall be at liberty to dispose of and sell the Apartment to such person and at such price as the Promoters may in their absolute discretion think fit.
10. Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Allottee/s (subject to adjustment and recovery of any agreed liquidated damages or any

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other amount which may be payable to Promoters) within a period of six months of the termination, the installments of sale price of the Apartment, which may till then have been paid by the Allottee/s to the Promoters, but the Promoters shall not be liable to pay to the Allottee/s any interest on the amount so refunded.

11. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particulars like brand, or price range (if unbranded) to be provided by the Promoters in the said building and the Apartment are those that are set out in the third schedule herein.

12. The Promoters shall give possession of the Apartment to the Allottee/s on or before ____ day of ____202___. If the Promoters fail or neglect to give possession of the Apartment to the Allottee/s on account of reasons beyond their control and of their agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Allottee/s the amounts already received by them in respect of the Apartment with interest at the same rate as may mentioned in the clause 7 herein above from the date the Promoters received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of

- (a) Non availability of steel, other building material, water or electric supply;
- (b) War, Civil commotion or act of God;

(c) Any notice, order, rule, notification of the Government and/or other public competent authority.

13. The Promoters, upon obtaining the “occupancy certificate” from the competent authority shall offer in writing the possession of the Apartment, to the Allottee/s in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Promoters shall give possession of the Apartment to the Allottee/s. The Promoters agree and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Promoters. The Allottee/s agree to pay the maintenance charges as determined by the Promoters or Association of Allottee/s, as the case may be. The Promoters on its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the occupancy certificate of the Project.
14. The Allottee/s shall take possession of the Apartment within 15 days of the Promoters giving written notice to the Allottee/s intimating that the said Apartments are ready for use and occupation.
15. Upon receiving a written intimation from the Promoters as per clause 13, the Allottee/s shall take possession of the Apartment from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoters shall give possession of the Apartment to the Allottee/s. In case the Allottee/s fail to take possession within the time provided in clause 14 such Allottee/s shall continue to be liable to pay maintenance charges as applicable.

16. If within a period of five years from the date of handing over the Apartment to the Allottee/s, the Allottee/s bring to the notice of the Promoters any defect in the Apartment or the building in which the Apartment are situated or the material used therein, then, wherever possible such defects shall be rectified by the Promoters at its 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 compensation for such defects, or change. If there is a dispute regarding any defect in the building or material used the matters shall within a period of five years from the date of handing over possession, on payment of such fee as may be determined by the Regulatory Authority, be referred for to Adjudicating Officer appointed under section 72 of the Real Estate (Regulation and Development) Act, 2016, provided the purported defect is not the outcome of unauthorized and illegal additions and alterations made in the adjacent/above/below or the Apartment in question thereof.
17. The Allottee/s shall use the Apartment or any part thereof or permit the same to be used only for the purpose of residence.
18. The Allottee/s alongwith other Allottee/s of Apartments in the building shall join in forming and registering the Society of sale building/component to be known by such name as the Promoters 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 the registration of the Society and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoters within seven days of

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the same being forwarded by the Promoters to the Allottee/s, so as to enable the Promoters 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 by-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.

19. The Promoters shall within three months of registration of the Society, as aforesaid, cause to be transferred, to such Society all the right, title and the interest in the said structure i.e. the building or wing, in which the said Apartment is situated. The Promoters shall execute the Lease Deed in favour of the Federation/Apex Body in terms of LOI as permissible by SRA and in respect of the structure, Conveyance in terms of LOI from the date of registration of the Society of Wing/Building.

20. The Promoters shall within three months of registration of the Federation/Apex Body of the Societies as aforesaid, cause to be transferred to the Federation/Apex Body all the right, title and the interest of the Promoters and/or the Owners in the said land on which the Building with multiple wings or buildings are constructed.

21. Within 15 days after notice in writing is given by the Promoters to the Allottee/s that the Apartment is ready for use and occupation, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Apartment) of outgoings in respect of the said land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges,

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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 land and building/s. Until the Society is formed and the said structure of the building/s or wings is transferred to it, the Allottee/s shall pay to the Promoters such proportionate share of outgoings as may be determined. The Allottee/s further agrees that till the Allottee's share is so determined the Allottee/s shall pay to the Promoters provisional monthly contribution of Rs._____/ - per month towards the outgoings. The amounts so paid by the Allottee/s to the Promoters shall not carry any interest and remain with the Promoter until a conveyance/lease of the structure of the wing/building is executed in favour of the Society /assignment of lease of land in favour of Federation/Apex Body is executed in favour of the Society as aforesaid. On such conveyance/lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to the Society, as the case may be. The Allottee/s undertake to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non payment or default in payment of outgoings on time by Allottee/s shall be regarded as the default on the part of the Allottee/s and shall entitle the Promoters to terminate this Agreement in accordance with the terms and conditions contained herein. However, the Allottee/s shall before taking possession of the said Apartment pay to the Promoters, a further sum of

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Rs. _____/- (Rupees _____

only) equivalent to 12 (twelve) months maintenance charges as advance payment of maintenance charges.

22. The Allottee/s agree to pay to the Promoter/Co-Promoter the said lumpsum consideration of Rs. _____/- (Rupees _____ only) to acquire and purchase the said Apartment in the following manner:-

- (i) Rs. _____/- (Rupees _____ only) not exceeding 10% of the total consideration before execution of this Agreement as and by way of earnest money.
- (ii) Rs. _____/- (Rupees _____ Only) within 7 days from the date of Agreement.
- (iii) Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 30% of the total consideration) to be paid to the Promoters after execution of the Agreement.
- (iv) Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 45% of the total consideration) to be paid to the Promoter/Co-Promoter on completion of the plinth of the building or wing in which the said Apartment is located.
- (v) Amount of Rs. _____/- (Rupees _____ Only) to be paid to the Promoter/Co-Promoter on completion of the second floor RCC slab of the building or wing in which the said Apartment is located.
- (vi) Amount of Rs. _____/- (Rupees _____ Only) to be paid to the Promoter/Co-Promoter on completion of the fourth floor RCC slab of the building or wing in which the said Apartment is located.

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- (vii) Amount of Rs._____/-(Rupees _____Only)
to be paid to the Promoter/Co-Promoter on completion of
the sixth floor RCC slab of the building or wing in which the
said Apartment is located.
- (viii) Amount of Rs._____/-(Rupees _____Only)
to be paid to the Promoter/Co-Promoter on completion of
the eighth floor RCC slab of the building or wing in which
the said Apartment is located.
- (ix) Amount of Rs._____/-(Rupees _____Only)
to be paid to the Promoter/Co-Promoter on completion of
the tenth floor RCC slab of the building or wing in which the
said Apartment is located.
- (x) Amount of Rs._____/-(Rupees _____Only)
to be paid to the Promoter/Co-Promoter on completion of
the twelfth floor RCC slab of the building or wing in which
the said Apartment is located.
- (xi) Amount of Rs._____/-(Rupees _____Only)
to be paid to the Promoter/Co-Promoter on completion of
the fourteen floor RCC slab of the building or wing in which
the said Apartment is located.
- (xii) Amount of Rs._____/-(Rupees _____Only)
to be paid to the Promoter/Co-Promoter on completion of
the sixteenth floor RCC slab of the building or wing in which
the said Apartment is located.
- (xiii) Amount of Rs._____/-(Rupees _____Only)
to be paid to the Promoter/Co-Promoter on completion of
the eighteenth floor RCC slab of the building or wing in
which the said Apartment is located.

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- (xiv) Amount of Rs._____/-(Rupees _____Only)
to be paid to the Promoter/Co-Promoter on completion of the twentieth floor RCC slab of the building or wing in which the said Apartment is located.
- (xv) Amount of Rs._____/-(Rupees _____Only) (not exceeding 70% of the total consideration) to be paid to the Promoters on completion of the slabs including stilt of the wing in which the said Apartment is located.
- (xvi) Amount of Rs._____/-(Rupees _____ Only) (not exceeding 75% of the total consideration) to be paid to the Promoter/ Co-Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- (xvii) Amount of Rs._____/-(Rupees _____Only) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said Apartment.
- (xviii) Amount of Rs._____/-(Rupees _____Only) (not exceeding 85% of the total consideration) to be paid to the Promoter/ Co-Promoter on completion of the external plumbing and external plaster, elevation, terraces with water proofing of the building or wing in which the said Apartment is located.
- (xix) Amount of Rs._____/-(Rupees _____Only) (not exceeding 95% of the total consideration) to be paid to the Promoter/Co-Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s plinth protection, paving of areas appertain and all other

requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

(xx) Balance amount of Rs. _____/-Rupees _____ Only) against and at the time of handing over of the possession of the Apartment to the Allottee/s on or after receipt of Occupation Certificate or completion certificate.

23. The Co-Promoter has availed finance against its entitlement of sale component and prorata car parking by offering the security of the unsold Apartments and the receivables from the sold Apartment in the said project, created in favour of the Bank for the development of the above building on the aforesaid property in which the above Apartment is situated and as a security for the payment thereof has created first and exclusive charge over the amount receivable against the sale of the above Apartment. The Allottee shall be required to draw the cheque in favour of _____.

24. It is hereby agreed by and between the parties hereto that the Allottee/s shall draw all the dues and/or for payment of installments of the balance consideration of the Apartment in the name of _____. The time for payment of each of the installments is of the essence and the Allottee/s shall be liable to and shall at the option of Promoter/Co-Promoter, pay to Promoter/Co-Promoter interest at the such rate as may be prescribed from time to time on all amounts due and payable by the Allottee/s under this Agreement, if any such amount remains unpaid for seven days or more after becoming due.

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25. The total price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoters up to the date of handing over the possession of the Apartment.
26. The total price is escalation free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoters undertake and agree that while raising a demand on the Allottee/s for increase in development charges, costs or levies imposed by the competent authorities etc. the Promoters 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, which shall only be applicable on subsequent payments.
27. The Promoters may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee/s by discounting such early payments @ _____% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Promoters.
28. The Promoters shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the wing/Building in which the Apartment is located, is complete and

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the part/full occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit then Promoter/Co-Promoter of its own, shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoter/ Co-Promoter shall demand that from the Allottee/s as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate per square mts. of the agreed rate of Rs._____/ - .

29. The Allottee/s authorizes the Promoter/ Co-Promoter to adjust/appropriate all payments made by him/her under any heads of dues against lawful outstanding, if any, in his/her name as the Promoter/ Co-Promoter may in its sole discretion deem fit and the Allottee/s undertake not to object/demand/direct the Promoters to adjust his/her/their payments in any manner.

30. The Promoters hereby agree that it shall before handing over the possession of the said Apartment to the Allottee/s as also before execution of lease of the said property in favour of the Apex Body/Federation being formed and registered of all the Societies of the said property make full and true disclosure of the nature of its title to the said property as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said property and shall, as far as practicable, ensure that the said property is having absolute with clear and marketable title

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and free from all encumbrances so as to enable it to cause to convey, assign and transfer in favour of the said Society and/or such Society, in terms of LOI dated 13.9.2011.

31. The Promoters hereby agree to observe perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by SRA and/or other the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Allottee/s, obtain from the concerned local authority part/full occupation certificate in respect of the said Apartment. Thereafter the same shall be complied and performed by the Allottee/s.
32. The Promoters shall deliver the possession of the said Allottee/s after the said Apartment is ready for use and occupation and the full/part Occupation Certificate is issued by SRA, provided that all the amounts due and payable by the Allottee/s under this Agreement have been paid to Promoters from time to time without committing any default in payment thereof and the Allottee/s has/have complied with and/or have observed and performed all the terms and conditions of this Agreement. The Allottee/s shall take possession of the said Apartment within a period of 15 (fifteen) days from the Promoters giving written notice to the Allottee/s intimating the said Apartment is ready for use and occupation.
33. The possession of the said Apartment shall be delivered by Promoters to the Allottee/s on or before_____;
34. The Allottee/s has
- (i) taken inspection of all relevant documents and has satisfied himself/herself/themselves fully in respect of the Promoters'

title to the said property described in the Second Schedule hereunder written prior to the execution of this Agreement and the Allottee/s doth hereby accept the same and agree not to raise any requisition or objection/s relating thereto at any stage; and

- (ii) read and understood and is fully aware of the terms and conditions of the said Joint Development Agreement read with Deed of Modification the Promoters' rights, liabilities thereunder and in respect of the said property and the said Sale Building and has No objection thereto and further hereby agrees to accept the said terms and conditions unconditionally and absolutely and is aware of the fact that the Promoters have agreed to sell and transfer the said Apartment to the Allottee/s relying on the assurance and declaration of the Allottee/s that he/she/they has/have no objection to the same.
- (iii) It is further agreed by the Allottee/s that the percentage of the undivided interest of the Allottee /s in property shall be in proportion of the area of the flat agreed to be sold hereunder to the total area of the sale building in the said property.
- (iv) Subject to the terms and conditions contained in the said Joint Development Agreement dated 18.11.2013 all the common areas in the said Sale Building including but not restricted to open spaces in the said building, lobbies, elevators, rest rooms, services lobbies, stilt, basements, terraces shall absolutely belong to the Promoters and neither the Allottee/s nor their nominees including Society of the

said Sale Building being formed and registered of the Allottee/s to be formed or otherwise shall have any right, title, interest and claim therein.

- (v) The Allottee/s shall have right title and interest in respect of the said Apartment only. The Allottee/s shall have no right title or interest in respect of the reserved area in any manner.

35. The Allottee/s shall at the time of delivery of possession of the said Apartment pay to the Promoter/Co-Promoter the following amounts:-

(i)	Rs. ____/-	Being agreed legal charges & expenses
(ii)	Rs.350/-	Towards share application money/fee for being allotted shares in the Society.
(iii)	Rs. ____/-	Towards the formation & registration of the Society.
(iv)	Rs.____/-	For proportionate share of taxes and other outgoings for a period of 12 months.
(v)	Rs.____/-	For water meter, electric meter, towards costs of electric sub-station, cables, sewerage connection and Development Charges.
(vi)	Rs.____/-	Towards special amenities charges such as health club, swimming pool etc.
	Rs.	Total

Applicable amount towards GST, in respect of this transaction, if any, payable by Promoters to the prescribed authority shall be paid by the Allottee/s separately to the Promoters or the concerned Statutory Authorities, as the case may be within 7 days from the date of demand from the due date, failing which the Allottee/s shall be liable and responsible to bear and pay

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interest at such rate as may be prescribed from time to time and the same shall be without prejudice to the other rights and remedies of the Promoters, inter alia, to terminate the Agreement and refund the amount to the Allottee/s paid till then, after forfeiting the 10% of such paid amount.

36. The Promoters shall, without being accountable utilize the sum of Rs. _____ (Rupees _____ only) as mentioned in Clause 35(i), (iii), and (vi) paid by the Allottee/s for meeting all legal costs, charges and expenses including professional cost of Attorney at Law, Advocates and Solicitors of the Promoters in connection with formation and registration of the Society, the cost of preparing its rules, and regulations and the bye – laws and the cost of preparing and engrossing this agreement, and the Lease Deed etc. The Promoters also shall without having any liability to render any account of whatsoever nature either to the Allottee/s or the Society shall utilize the sum specified in Clause 35(i), (iii) and (vi) for the purposes mentioned therein.
37. The Promoters shall maintain a separate account in respect of sums received in terms of clause 35 (ii), (iv) and (v) above from the Allottee/s as deposit, sums received on account of Share Capital, against for water meter and electric meter, amount received towards the outgoings for meeting all shall utilize the amounts only for the purpose for which they have been received.
38. The Allottee/s agree/s and undertake/s to pay all the amounts payable under this agreement as and when called upon by the Promoters as the case may be and the Promoters are not bound to give any notice and the absence thereof shall not be

admitted as an excuse for non payments of any amounts on the due dates. The Allottee/s further agree/s and undertake/s to observe and perform the terms, conditions and covenants contained in this agreement and to keep the Promoters indemnified against the non-payments and non-observance and non-performance of the said terms and conditions and covenants to be observed and performed by the Allottee/s under this Agreement.

39. It is hereby expressly clarified, agreed and understood between the parties hereto that;

- (i) The Promoters do and each of them doth hereby declare that no part of the FSI relating to the said property has been utilized by the Promoters or elsewhere for any purpose whatsoever;
- (ii) The entire unconsumed and residual F.S.I., if any in respect of the said property 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, Regulations and bye-laws governing the FSI and/or due to merger and amalgamation of the SRA Scheme of the said property with any other SRA Scheme/s, as also the F.S.I. which may be available either before or after execution of the Deed of Lease, or any other vesting document in respect of the said property or any part thereof, together with the said Sale Building unto and in favour of the said Society being formed and registered on any account or due to any reason whatsoever, including on account of handing over to the Government or the Municipal Corporation of Greater

Mumbai any set back area, and/or on account of handing over duly constructed Building and/or due to any change in law, rules or regulations, shall absolutely and jointly belong to and be available to the Promoters free of all costs, charges and payments, and neither the Allottee/s herein, nor the such Society and/or the Society being formed and registered of the sale building 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;

- (iii) The Promoters alone shall have the full right, absolute authority and unfettered discretion to use, utilise and consume the aforesaid FSI and TDR, respectively for construction on any property in Greater Mumbai, as may be permitted by law including the said property, for the purpose of extending the said building thereon, and/or for constructing any new and additional structures and floors thereon, and/or otherwise howsoever, as they may desire and deem fit and proper;
- (iv) The Promoters alone shall also be entitled to use, utilise and consume the FSI, Additional FSI or TDR, for construction on the said property in any manner it deem fit and proper, and as may be legally permitted, whether now or at any time in future, including after execution of the Lease Deed, or any other vesting document in respect of the said property or any part thereof, as aforesaid; and the Allottee/s and/or the Society being formed and registered of the sale building shall

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not be entitled to use or consume the same at anytime after execution of Lease Deed or any other document vesting the title in favour of the such Society without obtaining prior written consent of the Promoters.

- (v) The top terrace of the Sale building is agreed to be left open to the sky for further and additional constructions thereon by the Promoters in future at any stage and/or time in terms of this Clause. Neither the Allottee/s nor the such Society nor its members will have any right to use or have any claim right title or interest of whatsoever nature in the said top terrace;
- (vi) The Society shall admit as its members all Allottee/s of such new and additional Apartment in the said Sale Building.
- (vii) All such new and additional Apartments, floors, buildings and structure/s shall absolutely and exclusively belong to the Promoters and neither the Allottee/s herein, nor the said Sale Building shall have or claim any rights, title, benefits or interests whatsoever in respect thereof, and the Promoters 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 said or such Society shall raise any dispute or objection thereto and the Allottee/s hereby grant/s his/her/their irrevocable consent/s to the same;
- (viii) The Allottee/s shall not at any time hereafter raise any objection or dispute on any ground whatsoever to the

provisions of this clause, or to the Promoters exercising its rights as mentioned herein, nor shall they claim any abatement or reduction in the purchase price due to the same nor shall they claim any compensation or damages from the Promoters due to the same on any ground whatsoever, including on the ground of any inconvenience or nuisance which may be caused by the Promoters putting up and effecting such new and additional construction as mentioned hereinabove. The provisions of this clause shall always be the essence of this Agreement and shall run with the land.

40. The name of the Building shall be "SATRA'S EASTERN HEIGHTS" or as may be decided by the Promoters and neither the Allottee/s and/or the such Society shall be entitled to change it.

41. The Allottee/s shall pay to the Promoters a sum of Rs._____/ (Rupees _____Only) for meeting all legal costs, charges and expenses including professional costs of the Attorney at -Law Advocates of the Promoters in connection with formation of the said Society, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the Conveyance or Assignment of Lease.

42. At the time of registration of Conveyance/lease of the structure/ of the building or wing of the building/and lease of the land, the Allottee/s shall pay to the Promoters, the Allottees' share of stamp duty and registration charges payable, by the said Society on such Conveyance or Lease or any document or instrument of transfer in respect of the structure of the said Building/wing of

the building. At the time of registration of conveyance of Societies or Lease of the said land, the Allottee/s shall pay to the Promoters the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or Lease or any document or instrument of transfer in respect of the structure of the said Land to be executed in favour of the Apex Body or Federation.

43. The Promoter hereby represents and warrants to the Allottee/s as follows:

- (i) The Promotes have clear and marketable title with respect to the said Land as declared in the title report annexed to this Agreement and has the requisite rights to carry out development upon the said Land and also has actual, physical and legal possession of the said Land for the implementation of the Project;
- (ii) The Promoters have lawful rights and require 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 said Land or the Project except those disclose in the title report;
- (iv) There are no litigations pending before any Court of Law with respect to the said Land or Project except those disclosed in the title report;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and said building/wing are valid and subsisting and have been obtained by following due process of Law. Further all

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approvals, licenses and permits to be issued by the competent authorities with respect to the Project, said Land and said building/wing shall be obtained by following due process of Law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, the Land, Building/wing and common areas;

- (vi) The Promoters have 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;
- (vii) The Promoters have not entered into any Agreement for Sale and/or Development Agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement;
- (viii) The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s in the manner contemplated in this Agreement;
- (ix) At the time of execution of the Conveyance/Lease Deed of the structure to the Association of Allottee/s the Promoter shall handover lawful, vacant, peaceful physical possession of the common areas of the structure to the Association of the Allottee/s;
- (x) The Promoters have 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;

- (xi) 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/Co-Promoter in respect of the said Land and/or the Project except those disclosed in the title report;

44. The Allottee/s of himself/themselves with intention to being all persons into whosoever is hands the Apartment may come, hereby covenants with the Promoter as follows;

- (i) To maintain the Apartment at the Allottees' own cost in good and tenantable repair and condition from the date of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in the apartment or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required;

- (ii) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and

shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee/s in this behalf, the Allottee shall be liable for the consequences of the breach;

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

(iv) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour, scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and

condition and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoters and/or the Society;

(v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;

(vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said land and the building in which the Apartment is situated;

(vii) Pay to the Promoter/Co-Promoter within fifteen days of demand by the Promoter/Co-Promoter, his share of security deposit demanded by the concerned local authority or Government or give water, electricity or any other service connection to the building in which the Apartment is situated;

(viii) 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 Apartment by the Allottee/s to any purposes other than for purpose for which it is sold;

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

(x) Till a conveyance/lease of the structure of the building in which Apartment is situated is executed in favour of the Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof;

(xi) Till a conveyance/lease deed of the said Land on which the building in which Apartment is situated is executed in favour of the Apex Body or Federation, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to

enter into and upon the said Land or any part thereof to view and examine the state and condition thereof;

(xii) The Allottee/s shall use the said Apartment or any part thereof or permit the same to be used only for the purpose for which the same has been allotted;

(xiii) The Allottee/s of said Apartment from the Promoter/Co-Promoter shall not without the prior consent in writing having been obtained first from the Promoter/Co-Promoter let, sub-let, transfer, assign or part with Allottee's interest or benefit under this agreement or part with the possession of the said Apartment until all the dues entire consideration amount payable by the Allottee/s under this agreement are fully paid up and only if the Allottee/s has 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/Co-Promoter ;

(xiv) In the event any development charges or betterment charges or premium, taxes, rates, security deposit or fire cess, deposit for the purpose of obtaining water connection, service tax or any other tax or any other levy becomes payable by the Promoter/Co-Promoter, the Allottee/s hereby agree to reimburse the same to the Promoter/Co-Promoter in proportion to the area of flat etc., agreed to be purchased by him/her/them and in determining such amount, the decision of the Promoter/Co-Promoter shall be conclusive and binding upon the Allottee/s.

(xv) In case Reliance Energy Ltd., 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 Apartment agreed to be acquired by him/her/them.

(xvi) Not to put up any hoardings, neon signs, display boards or otherwise any advertising material in part of the said Building whether inside or outside or in the compound, save and except in the said Apartment or at the entrance of the said Apartment.

45. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Allottee/s as advance or deposit, sums received on account of the share capital for the Promotion of the Co-operative Society or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

46. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in Law, of the said Apartment or of the said plot and building or any part thereof. The Allottee/s shall have no claim, save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters until the said structure of the building is transferred to the Society/ or other body and until the said Land is transferred to the Apex Body/Federation as hereinbefore mentioned.

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47. This Agreement, alongwith its Schedules, constitutes the entire Agreement between the parties with respect to the subject matter hereof and superseded any and all understandings, any other Agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regard to the said Apartment/plot/building, as the case may be.
48. This Agreement may only be amended through written consent of the Parties.
49. 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 Apartment in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.
50. 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.
51. Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee/s in Project, the same shall be the proportion which the

carpet area of the Apartment bears to the total carpet area of all the Apartment in the Project.

52. Both parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other acts, in addition 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.
53. The Advocates and Solicitors of the Promoters shall prepare all deeds, and/or documents inter alia, Lease Deed to be executed in pursuance of this Agreement.
54. Irrespective of disputes, if any, arising between the Promoters and the Allottee/s and/or such Society, all amounts, contributions and deposits including amounts payable by the Allottee/s to the Promoters under this Agreement shall always be paid punctually by the Allottee/s to the Promoters and shall not be withheld by the Allottee/s for any reasons whatsoever.
55. The Allottee/s shall sign all papers and documents and do all other acts, deeds and things that the Promoters may require him/her/them to do and execute from time to time, for more effectively enforcing this agreement and/or for safeguarding the interest of all persons acquiring the remaining Apartments in the said building being constructed on the said property.
56. Any delay or indulgence shown by the Promoters in enforcing the terms of this agreement or any forbearance or giving of time to Allottee/s shall not be construed as a waiver on the part of the Promoters for any breach or non-compliance of any of the

terms and conditions of this agreement by the Allottee/s nor shall the same in any manner prejudice the rights of the Promoters.

57. All notices to be served on the Allottee/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s to his/her address given below;

58. The Stamp duty and Registration Charges in respect of and incidental to this agreement and all other documents to be executed in pursuance of this agreement and lease deed and/or any other vesting document shall be borne and paid by the Allottee/s alone and the Allottee/s alone will be liable to pay all the interest, penal interest penalty, if any, to be payable to the stamp authorities or any other authorities if any documents including this Agreement is found to be insufficiently or improperly stamped or otherwise.

59. That in case there are joint Allottee/s all communications shall be sent by the Promoters 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.

60. That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Laws of India for the time being in force and the Courts of Mumbai will have the jurisdiction for this Agreement.

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61. The Allottee/s and/or the Promoters shall present this agreement at the proper registration office for Registration within the time limit prescribed by the Registration Act and admit execution thereof.
62. The Permanent Account Nos. of the parties hereto is as under:-

Name	Pan/Gir Nos.
Lakadawala Developers Pvt.Ltd.	
Satra Realty and Builders Ltd.	
Mr.Ms.M/s.	

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

THE FIRST SCHEDULE ABOVE REFERRED TO:

All that piece and parcel of land and ground alongwith heriditament being lying and situate on the plot of land bearing CTS No.7 (part) admeasuring about 18,839.67 sq.mtrs being lying and situate at Village Borla, Taluka Kurla, within the Mumbai Suburban District surrounded by red coloured boundary line area to the plan marked and annexed hereto as Annexure 'A and bounded as under:

On or towards the East : By 23.80 mts wide DP Road

On or towards the West : By Slum Area

On or towards the North : By 27,45 mts wide DP Road

On or towards the South : By slum Area

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THE SECOND SCHEDULE ABOVE REFERRED TO:

Sub-plot B admeasuring about 5758.676 sq.mtrs being the sale plot in terms of the approved layout plan dated 14.11.2011 forming part of the plot of land more particularly described in the First Schedule hereunder written and more particularly surrounded by Green coloured boundary line area to the plan marked and annexed hereto as Annexure 'A'

THE THIRD SCHEDULE ABOVE REFERRED TO:

Amenity to be provided in the Apartment/Building

Flat:

THE APARTMENT

- Entrance door with safety lock, night latch
- Internal flush door with laminate finish
- Acrylic paint on internal wall
- Internal walls with POP finishing
- Two-way switches
- Provision for internet point
- Provision for AC

THE LIVING ROOM / BEDROOM

- Vitrified flooring
- Veneer finished door
- Anodised sliding windows
- Adequate electrical points
- Provision for telephonic and cable point

THE BATHROOM

- Superior quality sanitary ware and CP fittings
- Anti-skid tiled flooring
- Designer dado tiles upto full height
- Provision for exhaust fan
- Provision for water heater

THE KITCHEN

- Vitrified flooring
- Modular kitchen with hob and chimney
- Granite platform with stainless steel sink and drain board
- Tiled dado above the platform
- Provision for exhaust fan
- Provision for water purifier
- Provision for pipeline gas

Building:

PROJECT HIGHLIGHTS

- Exquisitely designed multi-storey towers
- Grand double height entrance lobby
- Modern 1 BHK, 1.5 BHK, & 2 BHK apartments
- Natural light and optimum cross ventilation

GENERAL AMENITIES

- Decorative entrance lobby
- High speed elevators
- Rain water harvesting system
- Sewage treatment plant
- Security cabin

SAFETY AND SECURITY FEATURES

- Anti – termite treatment to the foundation
- Earthquake resistant structure
- Advance firefighting system
- Generator back up for elevator
- MCB’s and ELCB’s
- Concealed copper wiring with modular switches
- CCTV camera

Signed sealed and delivered by the)

Within named “ **Promoter**”)

LAKADAWALA DEVELOPERS PVT.LTD.)

is affixed pursuant to the resolution passed in)

the Board of Directors meeting held on _____)

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in the presence of Mr. Musa I.Lakdawala and)
Mr. Usman I.Lakdawala, the present Directors)
of the Company, who has signed these)
presents in the presence of)

- 1.
- 2.

Signed sealed and delivered by the)
Withinnamed “ **Co-Promoter**”)
SATRA REALTY AND BUILDERS LTD.)

is affixed pursuant to the resolution passed in)
the Board of Directors meeting held on _____)
in the presence of Mr. Praful N.Satra and)
Directors of the Company, who has signed these)
presents in the presence of)

- 1.
- 2.

Signed and delivered by the)
withinnamed “ **Allottee/s**”)
Mr/Ms/M/s._____)

In the presence of)
1.
2.

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RECEIPT

Received the sum of Rs._____-/-(Rupees
_____-Only) by cheque No._____- dated
_____- drawn on _____ to be paid by
him/her/them as and by way of part consideration in terms hereof.

Rs._____-/-

We say received

For Lakadawala Developers Pvt.Ltd./

For Satra Realty and Builders Ltd.

Promoter/Co-Promoter

Witness:

- 1.
- 2.

Annexures

Annexure 'A'

Block Plan bearing CTS No.7(Part)

Annexure 'B'

Copy of the LOI/ revised LOI.

Annexure 'C'

Copy of IOA

Annexure 'D'

Copy of Extract of property bard bearing CTS No.7A(part)

Annexure 'E'

Copy of Title Certificate

Annexure 'F'

Delineated plan

Annexure 'G'

Copy of Commencement Certificate

Annexure 'H'

Copy of Consent/No release letter

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Dated this _____ day of _____ 2017

Between

LAKADAWALA DEVELOPERS PVT.LTD.

...Promoter

And

SATRA REALTY AND BUILDERS LTD.

...Co-Promoter

And

Mr/Mrs./M/s. _____

...Allottee/s

Agreement for Sale

In respect of Apartment No. _____ on _____
floor Wing _____ in the proposed building
known as _____ being lying and
situate at CTS 7(Part) Govandi, Village Borla,
Govandi, Mumbai.