

AGREEMENT

This Agreement is made at Mumbai On _____ day of _____ , .

Between

M/s. ATUL PROJECTS INDIA PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 having its registered office at 5th Floor, Trade Avenue, Suren Road, off. Western Express Highway, Andheri (East), Mumbai 400 093 hereinafter referred to as “the Developer” (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include the it’s successors and assigns) of the One Part

And

Mr. _____ having their address at

hereinafter called “the Allottees” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his/her/their heirs, executors and permitted assigns) of the Other Part.

WHEREAS:

- A. The Developer herein formerly known as M/S. ATUL BUILDERS a partnership Firm converted into M/S. ATUL BUILDERS & ESTATES PVT. LTD. Thereafter converted into Ltd. Company namely M/S. ATUL BUILDERS & ESTATES LTD. and further change the name to M/s. ATUL PROJECTS INDIA PVT. LTD. The aforesaid changes in the name of the Vendor were duly registered with the Registrar of Companies, Maharashtra, Mumbai on 28th August 2007, 12th October 2007 and 15th July 2008 respectively, and a fresh certificate of incorporation was issued in respect thereof on 15th July, 2008.
- B. By virtue of Deed of Conveyance dated 23rd November 1945 late Haji Sayed Akbar Huseini acquired land bearing Survey No.70, Hissa No.2, corresponding to City Survey Nos.102, 102/1 to 81 as also land bearing City Survey Nos.59, 59/1 to 11 of village Pahadi Taluka Borivali situate at Goregaon (East) herein after referred the said larger property and more particularly described in the SCHEDULE - I hereunder written.
- C. The successors-in-title of the owner late Haji Sayed Akbar Huseini, being well and sufficiently seized and possessed of and/or entitled to the said larger property as described hereinabove and have dealt with the same in the manner indicated hereafter. The original owner have left himself the following as the successor in title (1) Mr. HAJI SAYED MOHAMMED HUSAINI (2) Mr. SAYED MUSTAFA HUSAINI (3) Mr. SAYED SAFAR ALI HUSAINI (4) Mr. SAYED JALIL HUSAINI (5) Mr. SAYED MEHDI HUSAINI (6) Mr. SAYED HUSAIN HUSAINI (7) Mr. SAYED AMRULLAH HUSAINI (8) Mrs. BIBI

FATIMA HUSAINI & (9) Mrs. BIBI SIDDIQUA HUSAINI, all Indian Inhabitants of Mumbai, carrying on business at Lucky Restaurant, 9, Swami Vivekanand Road, Bandra(W), Mumbai-400 050, hereinafter called and referred to as "THE ORIGINAL OWNERS". The original owners formed a Partnership firm in the name and style of M/S. LUCKY PROMOTERS, and started the business of construction of the buildings from their registered office at Lucky Restaurant, 9, Swami Vivekanand Road, Bandra (W), Mumbai-400 050.

- D. By virtue of an order bearing No. SAA/MALADAVAD/IRANIWADI/85 dated 15th December 1992 duly notified and published in Maharashtra Government Gazette Part I Mumbai Division on 21 January 1993 a part i.e. bearing CTS No. 102 (pt) 37653.15 square meters of the said larger property has been declared as "Slum under section 4 of Maharashtra Slum area (Improvement, Clearance & Redevelopment) Act, 1971- the SLUM ACT.
- E. The M/S. LUCKY PROMOTERS made an application to the Slum Rehabilitation Authority (SRA) for redevelopment of the portion declared as "SLUM", the SRA has vide Letter of intent bearing No.SRA/ENG/519/PS/PL/LOI dated 8th January 2002 granted sanction on the terms and conditions recorded therein.
- F. Under a Development Agreement dated 10th July, 2006 between the Original Owners as the Vendor of the One Part, M/s. LCUKY PROMOTERS as the Confirming Party of the Second Part and M/s. SAMARTH ERECTORS & PROMOTERS as the Purchaser/Developer of the Other Part duly registered with the Sub Registrar of Assurances, Borivali – 2 (Kandivali), Mumbai Suburban District under serial No. BDR-5/05730/2006 on dated 10/07/2006 the said Original Owners with confirmation of confirming party granted all development rights in respect of the said larger property bearing Survey No. 70 Hissa No. 2 corresponding CTS No. 59, 59/1 to 11 and bearing CTS No. 102, 102/1 to 81 total admeasuring 41979 square meters situated at Village Pahadi Goregaon, Taluka Borivali, MSD, at Iraniwadi, Goregaon (East), Mumbai – 400

097 unto the M/s. SMARTH ERECTORS & PROMOTERS for consideration and terms and condition recorded therein.

- G. By Deed of Retirement Cum Admission of New Partners dated 30th June 2006 of M/s. LUCKY PROMOTERS, (1) Mr. HAJI SAYED MOHAMMED HUSAINI (2) Mr. SAYED MUSTAFA HUSAINI (3) Mr. SAYED SAFAR ALI HUSAINI (4) Mr. SAYED JALIL HUSAINI (5) Mr. SAYED MEHDI HUSAINI are referred continue partners and (1) Mr. SAYED HUSAIN HUSAINI (2) Mr. SAYED AMRULLAH HUSAINI (3) Mrs. BIBI FATIMA HUSAINI & (4) Mrs. BIBI SIDDIQUA HUSAINI are referred the Retiring Partners and , (1) SHRI NITIN D. SAMANT (2) SHRI DIVYANG THAKER (3) SHRI MANISH V. AMBRE & (4) SHRI ABDUL WAHID QURESHI partners of M/s. SAMARTH ERECTORS & PROMOTERS join the firm as referred the new partners.
- H. By Deed of Retirement dated 7th Day of July, 2006 of M/s. LUCKY PROMOTERS, (1) SHRI NITIN D. SAMANT (2) SHRI DIVYANG THAKER (3) SHRI MANISH V. AMBRE & (4) SHRI ABDUL WAHID QURESHI partners of M/s. SAMARTH ERECTORS & PROMOTERS are continuing the partnership as referred the Continuing Partners and (1) Mr. HAJI SAYED MOHAMMED HUSAINI (2) Mr. SAYED MUSTAFA HUSAINI (3) Mr. SAYED SAFAR ALI HUSAINI (4) Mr. SAYED JALIL HUSAINI (5) Mr. SAYED MEHDI HUSAINI are referred the Retiring Partners.
- I. The LOI and all approval sanction by the concerned Authority in name of M/s. LUCKY PROMOTERS, therefore M/s. SAMARTH ERECTORS & PROMOTERS cancelled, surrender and transfer all their development right, title and interest in respect of said larger property granted under registered Development Agreement dated 10th July, 2006 to M/s. LUCKY PROMOTERS by a Deed of Cancellation dated 20th November, 2006.
- J. In pursuance of the LOI, the M/s. Lucky Promoters submitted layout to the Mumbai Municipal Corporation (MMC)/SRA and same was sanctioned layout in respect of the part of the said larger property and the plans has been approved by the MMC

and SRA vide order no. SRA/ENG/519/PS/PL/LOI dated 8th January, 2002, the effect of which is as follows:-

- (i) The said larger property is divided in pockets, through which an internal 9.14 meter (30 feet) wide internal road passes.
- (ii) Two plots have been earmarked for construction of buildings to provide tenements for rehabilitation in First Phase of 445 occupants is subjected to changes as per approvals of authority.
- (iii) A portion of the larger property bearing the Plot admeasuring 7886.58 sq.mts. situated on CTS no. 102 as per the actual demarcation of the said part of the plot, which will be use for consuming 355000 sq. ft. BMC Built up area for construction of the sale building/s for sale in open market herein after referred to as “the said property” more particularly described in the Schedule-II hereunder written.

K. By virtue of the plans and approvals, which have been got sanctioned by the LUCKY PROMOTERS, it would be permissible to construct on the said property. The SRA has issued IOD bearing No. SRA/ENG/1546/PS/PL/AP dated 8th March 2006 and Commencement Certificate bearing No. SRA/ENG/1546/PS/PL/AP dated 27th April, 2006 in respect of the sale building/s to be constructed on the said property which is more particularly described in the Schedule-II hereunder.

L. Under a Development Agreement dated 10th September 2007 between M/s. LUCKY PROMOTERS as the party of the First Part, M/s. SAMARTH ERECTORS & PROMOTERS as the Confirming Party No. 1, the Original Owners as the Confirming Party No. 2 and the developer herein as the party of the Second Part duly registered with the Sub Registrar of Assurances, Borivali – 6, Mumbai Suburban District under serial No. BDR-12/07135/2007 on dated 26/09/2007 the said LUCKY PROMOTERS with confirmation of the confirming parties granted the development rights of 355000 sq. ft. BMC Builtup

executed Power of Attorney dated 26th September, 2007 in favour of Shri Atul Nathalal Patel and Shri Nathalal B. Delwadia being the Partner of M/s. Atul Builders. The said Power of Attorney was duly registered with Sub-Registrar of Assurance. The portion of the said land admeasuring 7886.58 sq. meters stipulated on CTS No. 102 as per the actual demarcation of the said part of the Plot more particularly described in the Second Schedule and as indicated in Green Wash Colour on the Plan Annexure-A to the said Agreement dated 10th September, 2007 was to be used for consumption of 3,55,000 sq. ft. BMC Built up Area for construction of the buildings for sale in open market. Lucky Promoters have so far made available to the Petitioners 76,027 sq. ft. of FSI for saleable buildings to be constructed and assured that they are constructing rehab buildings and will make further saleable FSI available to the Promoters.

M. In respect of FSI of 5861.27 sq. mtr., the Promoters has constructed building known as "*Samarth Blue Mountain*" on the said property bearing Survey No. 70 Hissa No. 2 corresponding CTS No. 102, 102/1 to 81 total admeasuring 7886.58 square meters situated at Village Pahadi Goregaon, Taluka Borivali, MSD, at Iraniwadi, Goregaon (East), Mumbai-400 097 more particularly described in the Schedule-II written hereunder unto the Developer for consideration and terms and condition recorded therein.

N. Hereto annexed and marked as **Annexures 'A', 'B' & 'C'** are copies of the Property Register Card of City, copies of IOD and Commencement Certificate of the building "*Samarth BLUE MOUNTAINS*".

O. Shri Nilesh C. Parmar, Advocates High Court by their title certificate dated 18/12/2007 (copy annexed as **Annexure 'D'**) certified that in his opinion, the title of the Promoters to the Said Property is free from encumbrances and further that the Developer is entitled to sell flats/shops/Office/premises in the building "*Samarth BLUE MOUNTAINS*", as per the sanctions and approvals issued by the statutory authorities.

- P. Pursuant to the said Development Agreement, the Promoter has commenced construction on the said Property /Said Building. The Promoter has obtained sanction for construction of one (1) composite building “Samarth BLUE MOUNTAINS” consisting of A Wing comprising of ground + 22 upper floors for premises for sale.
- Q. The development / redevelopment of the said Building to be known as “Samarth Blue Mountain” is proposed as a “Real Estate Project” by the Promoter and has been has been registered as a „Real Estate Project“ (“the Project”) with the Real Estate Regulatory Authority (“the Authority”), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 (“RERA”) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 (“RERA Rules”). The Authority has duly issued the Certificate of Registration No. [●] dated [●] for the Project (“RERA Certificate”). A copy of the RERA Certificate is annexed hereto and marked as Annexure “F” hereto.
- R. The Allottee has, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Allottee has agreed and consented to the development of the Project. The Allottee has also examined all the documents and information uploaded by the Promoters on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.
- S. The Allottee/s has/have demanded from the Promoters and the Promoters have given inspection to the Allottee/s, of documents of title i.e. 7/12 extract and title certificate relating to the larger property, including the blue print plans and, designs prepared by the Promoters Architects and of such other documents as are specified under the RERA and the Rules and Regulations made thereunder, including All the approvals and sanctions of

all the relevant authorities for the development of the said Real Estate Project including the layout plan, building plan, floor plan, IOD and the commencement certificate.

- T. While sanctioning the proposal of development of the said property the Slum Rehabilitation Authority (SRA) and/or Government have laid down certain terms & conditions, stipulations and restrictions which have to be observed and performed by the Promoters while developing the said property by constructing thereon the building/s and upon due observance and performance of the same and the completion thereof the occupation certificate in respect of the said building/s shall be issued by Slum Rehabilitation Authority (SRA).
- U. The Promoter has accordingly commenced the construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove.
- V. The Promoters have entered into a standard agreement with an Architect registered with the Council of Architects and the said agreement is as per the agreement prescribed by the Council of Architects.
- W. The Promoters have accepted professional supervision of the Architects and the Structural Engineers till the completion of the building proposed to be constructed on the said land.
- X. The Promoters have engaged the service of M/s. Pravin Gala Consulting Engineers as Structural Engineers to prepare the structural designs and drawings thereof and the M/s. Grihrachna as a Licensed Architects and the construction of the said building shall be under the supervision of Shri Nathalal B. Delwadia as an engineer as required under the Bye-laws of the local authorities for the time being in force.
- Y. The Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations,

sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

Z. By virtue of the said Agreement for Development the Promoters alone have sole and exclusive right to sale the flats/ shops/ Commercial Premises in the said new building/s to be constructed by the Promoters on the said land and enter into agreement similar to this agreement with the persons interested in the purchasing and acquiring such flats and/or shops &/or commercial premises in the said new building and to receive sale price in respect thereof.

AA. The Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer regarding the Said Land on which Project is to be constructed have been completed;

BB. The Allottee/s had applied to the Promoters for allotment of Flat No.--- on --- floor of '-----' wing of the said building known as "*Samarth Blue Mountain*" being constructed by the Promoters on the said property.

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

DD. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Allottee hereby agrees to purchase the said flat.

EE. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement

and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

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

1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience and are not intended in derogation of RERA.
2. The Promoter shall construct the Real Estate Project being the said Building known as " **Samarth Blue Mountains**", consisting of one consisting of one (1) composite building consisting of wing A of ground + 22 upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.
3. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

4. Purchase of the Premises and Sale Consideration:

1. The Allottee hereby agrees to purchase and acquire from the Promoter and the Promoter hereby agrees to sell to the Allottee, the Premises No. [●] admeasuring [●]square meters carpet area as per RERA with exclusive balcony area admeasuring - _____ square meters, on the [●] floor of Wing "___" in the said Building, i.e., the said Premises, as more particularly described in the "Third SCHEDULE" and as shown hatched with red colour in the floor plan annexed and marked Annexure "E" hereto, at and for the consideration of Rs.[●]/- (Rupees [●]).
2. In addition to the carpet area of the said Premises mentioned hereinabove, there are certain common areas and facilities such as the entrance lobby, refuge areas,

staircases, passages, amenity areas, etc., in the said Building, (hereinafter referred to as “the Ancillary Area”) the usage of the same shall be in common with the other Flat Allottee(s)/ occupants/users.

3. As an amenity provided alongwith the said Premises, the Promoter has earmarked for the exclusive use of the Allottee _____ car parking space in any arrangement in the said Building known as **“SAMARTH BLUE MOUNTAINS”** (hereinafter referred to as “said Car Parking/s”). The said Car Parking/s is/are provided as an irrevocable amenity without consideration however the Allottee will be bound to abide with the rules and regulations as may be framed in regard to the said Car Parking/s by the Promoter and/or the said Organisation (as defined hereinafter) and shall pay such outgoings in respect of the said Car Parking/s as may be levied by the said Organization.
4. The Allottee hereby agrees to pay to the Promoter the Sale Consideration as per normal terms of payment as under :

On booking / application / earnest Money	%	
After the execution of Agreement on or before..... simultaneous with registration	%	
TOTAL	100%	-----

5. The Allottee hereby agrees to pay to the Promoter on or before _____ amount of Rs. _____/- (Rupees _____Only) towards part of sale consideration and balance amount being Rs. _____/- (Rupees _____only) on receipt of the Occupation Certificate.
6. All taxes, levies, duties, cesses (whether direct or indirect and whether applicable/ payable in future) including service tax on any amount payable under this Agreement and/or the

transaction contemplated herein shall be borne and paid by the Allottee alone and the Promoters shall never be liable, responsible and/or required to bear and/or pay the same or any part thereof.

7. It is clarified that the Sale Consideration shall be payable by the Allottee by way of demand drafts/ pay orders/ cheques/ RTGS/ ECS/ NEFT, drawn in faovur of **“Atul Projects India Private Limited”** bearing Bank Account No. “-----” maintained with ----- Bank Limited. In case of any financing arrangement entered by the Allottee with any financial institution with respect to the Allottee of the said premises, the Allottee undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse/ pay all such consideration amounts due and payable to the Promoters through an account payee cheque/ demand draft in favour of **“Atul Projects India Private Limited”**.
8. The Sale Consideration excludes other charges and taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, Good and Service Tax and all levies, duties and cesses and/or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the Premises and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including Service Tax, Value Added Tax, Goods and Service Tax and all other applicable indirect and direct taxes, duties and impositions levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee alone and the Promoter shall not be liable to bear or pay the same or any part thereof.

9. The Sale Consideration is escalation-free, save and except escalations/increases, due to the 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 and/or the Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the Competent Authorities, etc., the Promoter shall enclose the said notification/order/rule/regulation / demand, published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
10. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.
11. The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her/them/it under any head(s) of dues against lawful outstanding, if any, in his/her/their/its name as the Promoter may, in its sole discretion, deem fit and the

Allottee undertakes not to object/demand/direct the Promoter to adjust his/her/their/its payments in any manner.

12. 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 MCGM at the time of sanctioning the plans or thereafter and shall, before handing over possession of the Premises to the Allottee, obtain from the MCGM, the Occupation Certificate or Completion Certificate in respect of the said Premises.
13. Time is of the essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the construction of the said Premises and handing over the said Premises to the Allottee after receiving the Occupation Certificate in respect thereof and the common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee which are listed in the Second Schedule hereunder written. Similarly, the Allottee shall make timely payments of all installments of the Sale Consideration and all other dues payable by him/her/them/it and meeting, complying with and fulfilling all his/her/their/its other obligations under this Agreement.
14. The Allottee hereby agrees, accepts and confirms that the Promoter proposes to develop the Real Estate Project (including by utilization of the full development potential) on the said Property in the manner more particularly detailed at Recital S above and as depicted in the layout plans, proformas and specifications and the Allottee has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.
15. **Possession Date, Delays and Termination:**
 - (i) The Promoter shall give possession of the said Premises to the Allottee on or before the **31st March, 2024** ("Possession Date"). Provided however, that the Promoter shall be entitled

to an extension of time for giving delivery of the said Premises on the Possession Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors:

- (a) Any force majeure events;
- (b) Any notice, order, rule, notification of the Government and/or other Public or Competent Authority / Court;
- (c) Any stay order / injunction order issued by any Court of Law, competent authority, MCGM, statutory authority; and/or
- (d) Non Availability of steel, cement, other building material, water or electric supply;
- (f) Any other eventuality which is beyond the control of the Promoters including precarious financial of the Promoters and/or economic downswing in real estate or any other industry;.
- (g) Any other circumstances that may be deemed reasonable by the Authority.

(ii) If the Promoter fails to abide by the time schedule for completing the said Real Estate Project and for handing over the said Premises to the Allottee on the Possession Date (save and except for the reasons as stated in Clause 15(i) above, then the Allottee shall be entitled to either:

- (a) The Allottee shall be entitled to terminate this Agreement by giving written notice to the Promoter by courier / email / registered post A.D. at the address provided by the Promoter ("Allottee Termination Notice"). On the receipt of the Allottee Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. Within a period of 30 (thirty) days from the date of receipt of the Allottee Termination Notice by the Promoter, the Promoter shall refund to the Allottee the amounts already received by the Promoter under this Agreement with interest at the prevailing rate of the State Bank of India Highest Marginal Cost of Lending Rate plus 2% (two percent) thereon ("Interest Rate") to be computed from the date

the Promoter received such amount/part thereof till the date such amounts with the interest at the Interest Rate thereon are duly repaid. On such repayment of the amounts by the Promoter (as stated in this Clause), the Allottee shall have no claim of any nature whatsoever against the Promoter and/or the said Premises and/or the car park/s and the Promoter shall be entitled to deal with and/or dispose of the said Premises and/or the car park/s in the manner it deems fit and proper; OR

(b) If the Allottee does not intend to withdraw from the Real Estate Project, then the Promoter shall pay interest at the Interest Rate for every month of delay from the Possession Date, on the Sale Consideration paid by the Allottee. The interest shall be paid by the Promoter to the Allottee till the date of offering to hand over the possession of the said Premises by the Promoter to the Allottee;

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

(iv) If the Allottee fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then the Allottee shall pay to the Promoter interest at the 18% Interest Rate, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate.

(v) Without prejudice to the right of the Promoter to charge interest at the Interest Rate mentioned at Clause 15(iv) above, and any other rights and remedies available to the Promoter, either (a) on the Allottee committing default in payment on the due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her/their/its proportionate share of taxes levied by the concerned local authority and other outgoings) and/or (b) the Allottee committing 3(three) defaults of payment of the

instalments of the Sale Consideration, the Promoter shall be entitled to, at its own option and discretion, terminate this Agreement. Provided that, the Promoter shall give a notice of 15 (fifteen) days in writing to the Allottee ("Default Notice"), by courier / e-mail / registered post A.D. at the address provided by the Allottee, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate this Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee ("Promoter Termination Notice"), by courier / e-mail / registered post A.D. at the address provided by the Allottee. On the receipt of the Promoter Termination Notice by the Allottee, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this Sub-Clause, the Promoter shall be entitled to (i) deal with and/or dispose of or alienate the said Premises and car parking space in the manner as the Promoter may deem fit without any reference or recourse to the Allottee; and (ii) the Promoter shall be entitled to adjust and recover from the Allottee (a) pre-determined and agreed liquidated damages equivalent to 5% of the total consideration towards liquidated damages along with any losses that may accrue to the Promoter, by reason of such termination including any diminution in sale price or market value of the said Premises prevailing at the time of termination, (b) brokerage fees (c) all other taxes and outgoings, if any due and payable in respect of the said Premises upto the date of Promoter Termination Notice, (d) the amount of interest payable by the Allottee in terms of this Agreement from the date of default in payment till the date of Promoter Termination Notice as aforesaid . Further, upon termination of this agreement, the Promoter shall not be

liable to pay to the Allottee any interest, compensation, damages, costs otherwise and shall also not be liable to reimburse to the Allottee any Government Charges such as Service Tax, VAT, GST, Stamp Duty, Registration Fees etc. Within a period of 30 (thirty) days of the Promoter Termination Notice, the Promoter shall after deduction of the aforesaid Amounts, refund the balance amount of the Sale Consideration to the Allottee simultaneously, with the Promoter and the Allottee executing and registering the Deed of Cancellation of this Agreement, the stamp duty, registration fee and other costs and expenses whereof shall be borne and paid by the Allottee entirely. Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or the car park/s and that the receipt of the said refund by cheque from the Promoter by the Allottee by registered post acknowledgement due at the address given by the Allottee in these presents whether the Allottee accept/s or encash/s the cheque or not, will amount to the said refund and the refund amount accepted by the Allottee is in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the said Premises.

16. Procedure for taking possession:

- a. Upon obtainment of the Occupation Certificate from the MCGM and upon payment by the Allottee of the requisite installments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoter shall offer possession of the said Premises to the Allottee in writing ("Possession Notice"). The Allottee agrees to pay the maintenance charges as determined by the Promoter or the Society, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 (seven) days of receiving the Occupation Certificate of the Real Estate Project.

- b. The Allottee shall take possession of the said Premises within 15 (fifteen) days of the Possession Notice.
- c. Upon receiving the Possession Notice from the Promoter as per Clause 16(a) above, the Allottee shall take possession of the said Premises from the Promoter by executing the necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the said Premises to the Allottee. Irrespective of whether the Allottee takes or fails to take possession of the said Premises within the time provided in Clause 16(b) above, such Allottee shall continue to be liable to pay maintenance charges and all other charges with respect to the said Premises, as applicable and as shall be decided by the Promoter.
- d. Within 15 (fifteen) days of the receipt of the Possession Notice, the Allottee shall be liable to bear and pay his/her/their/its proportionate share, i.e., in proportion to the carpet area of the said Premises, of outgoings in respect of the Real Estate Project and the said Property including inter-alia, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the MCGM or other concerned Local Authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project and/or the said Property. Until the Society is formed and the Society Transfer is duly executed and registered, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter at its sole discretion.

The Allottee further agrees that till the Allottee's share is so determined by the Promoter, at its sole discretion, the Allottee shall pay to the Promoter a provisional monthly contribution of Rs. _____ (Rupees _____ only) per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and shall remain with the Promoter until the Society Transfer is duly executed and registered. On the execution of the Society Transfer, the aforesaid deposits, less any deductions as provided for in this Agreement, shall be paid by the Promoter to the Society.

- e. If within a period of 5 (five) years from the date of handing over the said Premises to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said Premises or the said Building or any defects on account of workmanship, quality or provision of service, then, wherever possible, such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the willful default and/or negligence of the Allottee and/or any other allottees in the Real Estate Project.
- f. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose _____ of _____ residence/office/show-room/shop/godown for carrying on any industry or business. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

17. Formation of the Society and Other Societies:

1. The Allottee along with other allottee(s) of Apartments 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, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
2. The Promoters shall at its sole discretion form and register the said organization. The Promoters hereby agrees that they will hand over the compilation of documents within 90 days from the receipt of final Occupation Certificate from concerned Authorities containing a) Ownership documents, b) copies of IOD, CC, subsequent amendments, OCC, BCC and corresponding canvas mounted plans, c) copies of Soil Investigation Reports, d) RCC details and canvas mounted Structural Drawings, e) Structural Stability Certificates from Licensed Structural Engineer, f) Structural Audit Reports, g) all details of repairs carried out in the buildings, h) Supervision Certificate issued by Licensed Site Supervisors, i) Building Completion Certificate issued by Licensed Site Surveyor/Architect, j) NOC and completion certificate issued by C.F.O. (Chief Fire Officer), k) Fire

Safety Audit carried out as per the requirement of the C.F.O.

3. Within 3 months from the date on which all the flats/ Commercial Units and other premises including other tenements/flats/commercial units/shops in the buildings are sold and until all the amounts are received by the Promoters from the Allottees in respect of the flats/ Commercial Units and other premises including and other tenements in the buildings sold to them, the Promoter shall submit an application to the Competent Authorities to form a co-operative housing society to comprise solely of the Allottee and other allottees of the units/premises in the said Building, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules.
4. The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of the unsold premises in the Real Estate Project, if any.
5. Post the execution of the Society Transfer, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Allottee shall extend the necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.
6. The costs, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society, including in respect of (a) any documents, instruments, papers and writings, and (b) any professional fees charged by the Advocates and Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, instruments, papers and writings shall be borne and paid by the Society/Other Societies and their respective members/intended members including the Allottee, as

the case may be, and the Promoter shall not be liable towards the same.

7. It is expressly agreed that the right of the Allottee under this Agreement or otherwise is restricted only to the said premises subject to the payment of all the amounts by the Allottee to the Promoters. All other unsold flats/ Commercial Units and car parks and portion or portions of **“Samarth Blue Mountains”** including recreation ground, internal roads, open spaces, terraces, swimming pool, Gymnasium/club house, etc., shall be the sole and absolute property of the Promoters even after the said property is conveyed/ leased to one or more co-operative society/s under the Maharashtra Co-Operative Societies Act, 1963 or a condominium of holders of premises under provisions of Maharashtra Apartment Act, 1970(Apartment Act) or other incorporated body or association, (such co-operative society/s or condominium of holders of premises or other incorporated body or association shall hereinafter be referred to as “the said Organization”). The Allottee hereby confirms and consents to the irrevocable right of the Promoters to develop and/or deal with the said Property and/or the said building **“Samarth Blue Mountains”** and/or all other unsold flats/ Commercial Units and car parks and portion or portions of **“Samarth Blue Mountains”** and the said property including recreation ground, internal roads, open spaces, terraces, swimming pool, Gymnasium/club house in any such manner deemed fit by the Promoters without any further or other consent or concurrence.
8. It is Expressly agreed that amenities like recreation ground, internal roads, open spaces, terraces, swimming pool, Gymnasium/club house, yoga and meditation spaces etc and any other facilities which are mentioned in brouchers and catalogues shall be provided after second phase of the same project

18. The Allottee shall, before the delivery of possession of the said Premises in accordance with Clause 9 above, deposit the following amounts with the Promoter:

- I. Rs.[●]/-(Rupees [●] only) for the share money and application entrance fee of the Society;
- II. Rs.[●]/- (Rupees [●] only) for the formation and registration of the Society;
- III. Rs.[●]/- (Rupees [●] only) for the proportionate share of taxes and other charges/levies in respect of the Society;
- IV. Rs.[●]/- (Rupees [●] only) for the deposit towards the provisional monthly contribution towards outgoings of the Society;
- V. Rs.[●]/- (Rupees [●] only) for the deposit towards water, electricity, and other utility and services connection charges; and
- VI. Rs.[●]/- (Rupees [●] only) for the deposits of electrical receiving and sub-station provided/to be provided in the layout of the said Property.

The above amounts are not refundable and no accounts or statements will be required to be given by the Promoter to the Allottee in respect of the above amounts deposited by the Allottee with the Promoter save and except for amount received under Clause 4 above. The amounts as mentioned in this Clause shall be deposited by the Promoter in a separate bank account. The above amounts are exclusive of applicable taxes levied from time to time and shall be borne and paid by the Allottee as and when required.

19. The Allottee shall pay to the Promoter a sum of Rs.[●]/- (Rupees [●] only) for meeting all the legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with this Agreement, the transaction contemplated hereby, the formation of the Society, for preparing the rules, regulations and bye-laws of the Society and the cost of preparing and engrossing the Society Transfer and other deeds, documents and writings. The amounts as

mentioned in this Clause shall be deposited by the Promoter in a separate bank account.

20. The Promoters shall sell all flats/showroom and all other premises intended to be constructed on the Said Property with a view ultimately that the Allottees of all the flats/ Commercial Units in **Samarth Blue Mountains** shall be admitted to the said organization.
21. As part of the transaction contemplated herein, the Allottee shall, on or before the Allottee is intimated to occupy the said premises, pay to the Promoters inter alia the following amounts over and above the consideration mentioned in clause above. The Promoters is entitled to retain and appropriate the same.

Particulars	Amount (Rs.)
Advance Maintenance(@Rs.5/-per sq. ft. for 12 Months)	Rs./-
Corpus fund (Infrastructure Expenses) @ Rs. 75 per sq. ft.	Rs./-
Legal Charges	Rs./-
Development Charges @ Rs. 14/- per sq.ft.	Rs./-
Health Club Charges	Rs./-
Total	Rs. -----/-

The Promoters shall not render the account in respect of the amounts mentioned hereinabove. It is hereby clarified that the aforesaid amounts mentioned hereinabove does not include the dues for electricity, gas and other bills for the said premises and the Allottee shall be liable to pay electricity, gas and other bills for the individual meters separately.

22. The Promoters shall render the account in respect of the amounts mentioned above in this clause, and the unspent balance, if any, in the amounts mentioned in this clause, shall be transferred to the said organization’s Account at the time of handing over the charge of the said building to the said

organization. It is hereby clarified that the aforesaid amounts mentioned hereinabove does not include the dues for electricity, gas and other bills for the said premises and the Allottee shall be liable to pay electricity, gas and other bills for the said premises and the Allottee shall be liable to pay electricity, gas and other bills for the individual meters separately.

23. The Allottee/s confirm/s that, the amounts that the Allottee/s is/are required to deposit with the Promoters, in accordance with Clause 18 and 21, are on provisional basis. Such amounts shall not carry any interest. It is agreed that, the Promoters is/are not liable to render any accounts in respect of items and the moneys payable as mentioned in Clause 18 and 21.
24. It is agreed that, in the event of any additional amount becoming payable in addition to the items mentioned in Clause 18 and 21 above, the Allottee/s shall forthwith on demand, pay and/or deposit the difference with the Promoters. The payment of deposits shall not carry any interest.
25. The Allottee shall bear and pay all the amounts payable towards stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all documents for transfer of the said premises including this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Allottee's account.
26. It is agreed that one month prior to the execution of the Conveyance/ lease the Allottee shall pay to the Promoters, the Allottee's share of stamp duty and registration charges payable, if any, by the said organization on the execution of the lease/conveyance or any document or instrument of transfer in respect of the Said Property and the Promoters shall not be liable or responsible for any of the stamp duty and registration charges. The Allottee alone will be responsible for consequences of insufficient and/or non-payment of stamp duty and registration charges of this agreement and/or all other documents etc.

27. The Promoter has informed the Allottee that there may be common access roads, street lights, common recreation spaces, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plants and other common amenities and conveniences in the layout of the said Property. The Promoter has further informed the Allottee that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee alongwith the other allottees of flats/units/premises in the Real Estate Project and/or on the said Property shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the allottees of the flats/units/premises on the Real Estate Project including the Allottee herein and the proportion to be paid by the Allottee shall be determined by the Promoter and the Allottee agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee nor any of the allottees of the flats/units/premises in the Real Estate Project shall object to the Promoter laying through or under or over the said Property or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings/towers which are to be developed and constructed on any portion of the said Property.

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

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

- I. The Promoter has a clear and marketable title and has the requisite rights to carry out the development upon the said Property in accordance with the Tender, the Development Agreement and the Deed of Assignment and also has actual, physical and legal possession of the said Property for the implementation of the Project;

- II. The Promoter has the lawful rights and the requisite approvals from the Competent Authorities to carry out the development of the Real Estate Project and shall obtain the requisite approvals from time to time to complete the development of the Real Estate Project;
- III. There are no encumbrances upon the Real Estate Project, save and except those disclosed to the Allottee;
- IV. Lucky Promoters have stopped further construction of rehab building and thereby delayed and obstructed the Petitioners for construction of Sale FSI buildings with ulterior motives, and have not adhered to the schedule as agreed upon and stated in the, and have not adhered to the schedule as agreed upon and stated in the Development Agreement dated 10th September, 2007. They also have failed and neglected to do so, and have no intention to fulfil their part of the obligation i.e. under the said Development Agreement. Certain disputes were arises between the lucky Promoters and promoter. Following are the details regarding litigations pending and disposed off before the court of law in respect of the property bearing Survey No.70, Hissa No.2 corresponding CTS No.102, 102/1 to 81 and bearing CTS No. 59, 59/ 1 to 11 of Village Pahadi, Taluka Borivali:

1. Arbitration Petition Nos. 649 of 2011 and 650 of 2011 filed before the Hon'ble High court, Bombay under section 9 of the Arbitration and Conciliation Act, 1996 and the Humble Bombay High Court and vide order dated 10th August, 2011 the Hon'ble Bombay High Court was pleased to grant of injunction thereby restraining the Lucky Promoters from in any manner selling, alienating, encumbering, consuming, transferring and creating any right, title and interest in respect of aforesaid salvable FSI of 2,50,000 and 3,55,000 Sq.Ft. as per the Development Agreement.

2. The said Arbitration Petitions were heard and Disposed of by his Hon'ble Justice Mr. Anoop Mohta on 09.04.2012 and was pleased to continue Order dated 10th August, 2011 in the said Arbitration Petition Nos. 649 of 2012 and 650 of 2012 and thereby directed the said Accused not to deal with the aforesaid FSI till constitution of Arbitral Tribunal and six weeks thereafter enabling all the parties thereto apply for appropriate order.
3. Arbitration Application Nos. 53 of 2012 and 52 of 2012 filed before Bombay High Court for appointment of Arbitrator under the said Development Agreements dated 2nd May 2007 and 10th September, 2007 respectively and the Justice J. P. Devdhar was appointed as a Arbitrator under the said Arbitration Applications. Due to certain difficulties Justice J. P. Devdhar is unable to constitute Arbitral Tribunal and therefore lucky Promoters was again moving before the Bombay High Court for appointment of another Arbitrator & His Lordship Justice R. D. Dhanuka was pleased to appoint Shri Justice S.P. Kurdukar Former Judge of Supreme Court as the sole Arbitrator. Vide letter dated 1.1.2014 the said sole Arbitrator Sheri R.J. Kurdukar (Retd.,) intimating that he has declined to accept the reference and therefore Complainant has filed Arbitration Applications Nos. 232/2014 and 233/2014 and & His Lordship Justice S.J. Kathawalla was pleased to appoint Mr. E.P. Bharucha, Senior Advocate as the sole Arbitrator.
4. Suit 482 of 2006 was filed by smt. Kusum More and Ors in the Bombay High Court. In the said Suit Lordship Justice Kathawala has passed order on 15.10.2008 to maintain status Quo in respect of the said property. At the time when the said order was passed Atul projects was not party of the aforesaid

suit. The said suit is filed for specific performance of the Agreement for sale dated 2nd October, 1989 entered between Kusum more and ors as plaintiff and M/s. B.K.Appa and Sons and ors. as Defendant No. 1 to 6 and there is no previty of contract between the said plaintiff and Atul Projects.

5. In the said Suit the plaintiff taken out chamber summons no. 698 of 2010 to add the Atul Projects and ors. As Defendant on record. The said Chamber Summons is allowed by order dated 18th Jan. 2012. Now the said suit is pending for direction. In the said Suit the said plaintiff taken out contempt petition no. 85 of 2009 for the breach of the order dated 15th Oct. 2008 (status Quo) by the contemnors i.e. Haji sayad Mohd. Hussaini, Atul Projects and ors. The said Contempt and Suit is pending.

6. The said litigation are still pending before the Hon'ble Court, Bombay therefore after getting the appropriate order in that respect the Promoters shall be entitled to utilize the further available saleable FSI on the property more particularly described in the second schedule and the allottee shall have no right, title, interest, claim or demand or dispute of any nature whatsoever on the said further available saleable FSI on the property more particularly described in the second schedule.

V. All the approvals, licenses and permits issued by the Competent Authorities with respect to the Real Estate Project, are valid and subsisting and have been obtained by following the due process of law. Further, all approvals, licenses and permits to be issued by the Competent Authorities with respect to the Real Estate Project shall be obtained by following the 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 Real Estate Project and the common areas;

- VI. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
 - VII. 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 said Property and the said Premises, which will, in any manner, affect the rights of the Allottee under this Agreement;
 - VIII. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee in the manner contemplated in this Agreement;
 - IX. At the time of the execution of the Society Transfer, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Real Estate Project as detailed in the Schedule hereunder written to the Society;
 - X. 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 Real Estate Project to the Competent Authorities till the Society Transfer and thereupon the same shall be borne by the Society; and
 - 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 in respect of the said Property and/or the Project, save and except those disclosed to the Allottee.
29. The Allottee, with the intention to bring all the persons into whosoever's hands the said Premises and/or its rights,

entitlements and obligations under this Agreement, may come, hereby covenants with the Promoter as follows:

- I. To maintain the said Premises at the Allottee's own cost (to be borne and paid by the Allottee) in good and tenantable repair and condition from the date on which the possession of the said Premises is taken and shall not do or suffer to be done anything in or to the Real Estate Project which may be against the applicable rules, regulations or bye-laws or change/alter or make any addition in or to the said Building in which the said Premises is situated and the said Premises itself or any part thereof, without the consent of the Local Authorities and the Promoter;
- II. Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Real Estate Project in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and the Allottee shall take due care and precaution while carrying heavy packages which may damage or are likely to damage the staircases, common passages or any other structure of the said Building in which the said Premises is situated, including entrances of the Real Estate Project in which the said Premises is situated and in case any damage is caused to the Real Estate Project in which the said Premises is situated or the said Premises on account of the negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of such breach;
- III. To carry out at his/her/their/its own cost and expenses (to be borne and paid by the Allottee) all internal repairs to the said 26 Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the Real Estate

Project in which the said Premises is situated or the said Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;

- IV. Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Real Estate Project in which the said Premises is situated and the Allottee shall keep the portion, sewers, drains and pipes in the said Premises and the appurtenances thereto in good tenantable repair and condition, and in particular so as to support, shelter and protect the other parts of the Real Estate Project in which the said Premises is situated and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC, pardis or other structural members in the said Premises, without the prior written permission of the Promoter and/or the Society;
- V. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property and/or the Real Estate Project in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- VI. Not to enclose the passages, if any, forming part of the said Premises without the previous written permission of the Promoter and/or the said Organisation and of the MCGM and other concerned authorities;
- VII. Not to affix air conditioner/s at any other place other than those earmarked for fixing such units so as not to

- affect the structure, façade and/or elevation of the said Building in any manner whatsoever;
- VIII. Not to shift or alter the position of either the kitchen, the piped gas system or the toilets which would affect the drainage system of the said Premises/Building in any manner whatsoever;
- IX. 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 Property and/or the Real Estate Project in which the said Premises is situated;
- X. Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government authority or body giving water, electricity or any other service connection to the Real Estate Project in which the said Premises is situated;
- XI. Bear and pay in a timely manner and forthwith, all the amounts, dues, taxes, instalments of the Sale Consideration, as required to be paid under this Agreement;
- XII. Not to change the user of the said Premises without the prior written permission of the Promoter and the Society;
- XIII. The Allottee shall not let, sub-let, transfer, assign, sell, lease, give on leave and license or part with the interest or benefit factor of this Agreement or part with the possession of the said Premises or any part thereof or dispose of or alienate otherwise howsoever, the said Premises or any part thereof and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, the Sale Consideration and all other amounts payable by the Allottee to the Promoter under this Agreement, are fully and finally paid together with the applicable interest thereon (if any) at the Interest Rate and only after obtaining the prior written permission of BEST and

payment of applicable transfer premium, if any to BEST. In the event the Allottee is desirous of transferring the said Premises or any part thereof and/or its rights under this Agreement prior to making such full and final payment, then the Allottee shall be entitled to effectuate such transfer only with the prior written permission of the Promoter and the BEST and subject to payment of applicable transfer premium, if any to BEST;

- XIV. The Allottee shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made 28 from time to time for the protection and maintenance of the said Building and the said Premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of the Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the said Premises in the Real Estate Project and shall pay and contribute regularly and punctually towards the taxes, expenses and/or other outgoings in accordance with the terms of this Agreement;
- XV. The Allottee shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Premises and the Real Estate Project or any part thereof to view and examine the state and condition thereof; and
- XVI. Till the Society Transfer is executed in favour of the Society, the Allottee shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Property, the buildings/towers/wings/units thereon, or any part thereof, to view and examine the state and condition thereof.

- XVII. The Allottee shall not at any time do any work in the said Premises, which would jeopardize the soundness or safety of the said Building or prejudicially affect the same;
- XVIII. To use the passenger lifts in the said Building for the period and in accordance with the rules and regulations framed by the Promoter or the Organisation, from time to time. The Allottee shall not cause any damage to the lifts, staircases, common passages or any common facilities or any other parts of the said Building including the said Premises;
- XIX. To pay all amounts agreed or liable to be paid by the Allottee pursuant to this Agreement and to observe and perform the terms, conditions, provisions, stipulations and covenants contained in this Agreement (and on the part of the Allottee to be paid observed and performed) as far as the same are required to be paid observed and performed by the Allottee and shall keep the Promoter indemnified against all actions suits and 29 proceedings and all costs, charges, expenses, fines, penalties, levies and damages incurred or suffered by or caused to or levied or imposed on the Promoter by reason of non-payment non-observance and/or non-performance thereof;
- XX. The Promoter shall not be liable to pay non-occupancy charges (by whatever name called) in relation to the undisposed premises in the said Building but the Allottee will pay all such charges without any dispute;
- XXI. The open spaces, common entrances, common passages, ducts, refuge areas, lobbies, staircases, lifts in the said Building shall be used in a reasonable manner for the purpose of ingress and egress only and not for any storage purpose or anything else. The Allottee shall not use or permit the use of common passages, ducts, refuge areas, open spaces, lobbies, and staircases in the

said Building for storage or for use by servants at any time;

- XXII. The Allottee shall not display at any place in the said Premises /Building, any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Allottee shall not stick or affix pamphlets, posters or any paper on the walls of the said Building or common areas therein or in any other place or on the window, doors and corridors of the said Building;
- XXIII. Neither the Allottee nor the Organisation, as and when it is formed 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, the Development Agreement, the Tender 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 and the said Organisation, as and when it is formed, 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;
- XXIV. In the event Allottee would carry out any unauthorized construction / modification or has caused any damage to the said Premises or any portion of the said Building or any structure, facility or amenity on the said Property, then the Allottee shall rectify and make good all such defects, repairs and unauthorized changes within 7 (seven) days from the date of receipt of a written notice from the Promoter, the said Organisation and/or the concerned government, local or public bodies or authorities in that regard;
- XXV. Shall not display at any place in the **Samarth Blue Mountains** any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated

signboards. The Allottee shall not stick or affix pamphlets, posters or any paper on the walls of the **Samarth Blue Mountains** or common area therein or in any other place in the said property lands or on the window, doors and corridors of **Samarth Blue Mountains**. If the Allottee commits default of this sub-clause then the Allottee shall immediately take remedial action and shall also be liable to pay a penalty of Rs. 10,000/- (Rupees Ten Thousand Only) on each occasion on which the Allottee or any person on his/her behalf commits default of this sub-clause.

XXVI. Shall not do or permit or suffer to be done anything in or upon the said premises or any part of the said building which is or may, or which in the opinion of the Promoters is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining flat or the neighborhood provided always that the Promoters shall not be responsible to the Allottee for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining flat of **Samarth Blue Mountains** and the Allottee shall not hold the Promoters so liable.

30. The Allottee himself/themselves/itself with the intention to bind all persons into whomsoever hands the said Premises may come, hereby covenant that :-

I. The Promoters shall have an irrevocable right and the Allottee hereby expressly consents and confirms that the Promoters will always be entitled to utilize any Floor Space Index ("F.S.I.") and/or Transferable Development Rights ("TDR") which may be available on the Property more particularly described under the second schedule or any other adjoining property or properties, as the case may be, and until the entire F.S.I. and/or TDR available

on the property and any other adjoining or other properties is duly utilized or consumed or loaded by the Promoters in the other phase/s and the Allottee under this Agreement or otherwise is restricted only to the said Wing only and the allottee shall have no right, title, interest, claim or demand or dispute of any nature whatsoever in the another Phase, wing and/or on such additional Floor Space Index ("F.S.I.") and/or Transferable Development Rights ("TDR") which may be available on the said Property or any other adjoining property or properties.

- II. The Allottee hereby agrees for and gives no objection for the neighborhood development and/or construction of another phase/s and/or wings.
- III. The Promoters shall also have right and/or be entitled to purchase and/or acquire, Transfer of Development Rights (TDR) from the open market and consume the same on the said property, to the extent permissible in law, and to make additions, alterations, raise storey or put up additional wings or structures. All such additions, alterations, raising storey or additional wings or structures shall be the sole property of the Promoters, who shall be entitled to sell and/or otherwise deal with the same in the manner they deem fit. The Allottee/s hereby confirm/s and consent/s to the irrevocable right of the Promoters to construct the said additional floors on the building "SAMARTH BLUE MOUNTAIN" and/or any part of the said property and additional wings and/or buildings thereon, in the manner deemed fit by the Promoters, without any further or other consent or concurrence in future.
- IV. It is hereby expressly agreed that, the Promoters shall be entitled sell the premises in the said building for the purpose of using the same as guest house, dispensaries, nursing homes, maternity homes or commercial user, shops, consulting rooms, banks, community halls, stalls

or any other non-residential user as may be permitted by the Concerned Authorities and/or any other user that maybe permitted by the said Authorities and the Allottee/s shall be entitled to use the said premises agreed to be purchased by him/her/them accordingly and similarly, the Allottee/s shall not object to the use of the other premises in the said Building of the aforesaid purpose by the respective Allottee/s thereof. The Allottee/s shall use the Flat or any part thereof or permit the same to be used only for the residence purpose, only for what it is actually allotted.

- V. It is expressly agreed that, the Promoters shall have an irrevocable and perpetual right and be entitled to use and allow the third parties to use any part of the building "SAMARTH BLUE MOUNTAIN", including terrace, party hall/multi-purpose hall, recreational facilities and/or any other part of the said property, for installation of cables, satellite, communication equipment, cellular telephone equipment, radio turnkey equipment, wireless equipment, hoarding, etc. and for that purpose, the Promoters are fully authorised and entitled to carry out or allow temporary or permanent construction or erection to be carried out on any part of the building "SAMARTH BLUE MOUNTAIN", including terrace and/or the any other part of the said property. The Allottee/s agree/s not to object or dispute the same.
- VI. After the possession of the said premises is handed over to the Allottee/s, if any additions and alterations in or about or relating to the said Building are required to be carried out by the Government, Local Authority or any other Statutory Authority, the same shall be carried out by the Allottee/s of the various premises in the said Building at his/her/their own costs and the Promoters shall not be, in any manner, liable or responsible for the same.

- VII. The Promoters shall be, if the Promoters so decides entitled to construct in, over or around or above the terrace of the **Samarth Blue Mountains** any additional area or facility permitted within the rules of the Slum Rehabilitation Authority (SRA).
- VIII. The Promoters shall be entitled to consume F.S.I. as may be available in respect of the said property or any part thereof at present and in the future and shall always be entitled to utilize, construct and dispose of in their own right any balance/residuary F.S.I. or any increase in F.S.I. even after a Conveyance is duly executed by the said Owners and/or the Promoters in favour of the Co-operative Society or Condominium or other body corporate or Association consisting of the various Allottees of premises in the said building provided such Society or Condominium or Association or other Body corporate if permitted to be formed. For the purpose of consuming such balance/residuary and/or additional FSI the Promoters shall be entitled to enter upon and have access to the said property and/or building and/or any of them and/or any part and to use and utilize the infrastructure, including internal roads thereof to construct any vertical or horizontal extension thereto and/or put up additional floors as the Promoters may think fit and proper and to do all such things as may be necessary for this purpose.
- IX. The Promoters have informed the Allottees about their intention to sell, lease or give on license or otherwise deal with or dispose of the rights of use, enjoyment and commercial exploitation of parapet walls of terrace and blank walls on the external periphery of the said building (hereinafter called "the said display space"). The sale of such Display Space shall be for the purpose of advertisement (which includes hoarding and display by way of painted boards, sign boards as well as neon lights and allied purposes and the buyer or licensee of such

“Display Space” shall install a separate electric meter for neon lights and shall alone bear taxes and electric charges pertaining to the “Display Space” directly or through the Corporate Body. The Allottees agree to indemnify the Promoters for any act, which may be prejudicial and may cause any loss, harm or damage to the buyer/ licensee of such “Display Space”. The actual outgoing incurred or payable in respect of the Display Space will be sole responsibility and liability of the buyer/licensee of the “Display Space”. The buyer or licensee of Display Space shall not be liable to contribute any amount whatsoever towards maintenance and other charges of the building, it being clearly understood that he shall be responsible solely for his own Municipal assessment and electric charges.

31. The Promoter shall maintain a separate bank account in respect of the sums received from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Society or towards the outgoings and legal charges and shall utilize such amounts only for the purposes for which they have been received.
32. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or the Real Estate Project or the said Property and/or the said Building as may be constructed thereon, or any part thereof. The Allottee shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him and all the open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and lands will remain the property of the Promoter as hereinbefore mentioned until the Society Transfer.
33. **Promoter shall not mortgage or create a charge:**
After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said Premises and if any such mortgage or charge is made or created, then notwithstanding anything contained in any other law for the

time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take the said Premises.

34. Binding Effect:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the Schedules and Annexes along with the payments due, as stipulated in the Payment Plan at Clause 3(i) above, within 30 (thirty) days from the date of its receipt by the Allottee and secondly, appears for registration of the same before the concerned office of the Sub-Registrar of Assurances as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the concerned office of the Sub-Registrar of Assurances for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, the application of the Allottee shall be treated as cancelled and all the sums deposited by the Allottee in connection therewith, including the booking amount, shall be returned to the Allottee without any interest or compensation whatsoever.

35. Entire Agreement:

This Agreement, along with its Schedules and Annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, booking form, letter of acceptance, allotment letter, correspondences, arrangements, whether written or oral, if any, between the Parties in regard to the said Premises.

36. Right to Amend:

This Agreement may only be amended by the written consent of the both the Parties hereto.

37. Provisions of this Agreement applicable to the Allottee/subsequent allottees:

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

38. Severability:

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

39. Method of calculation of proportionate share:

Wherever in this Agreement it is stipulated that the Allottee has to make any payment in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the other premises/units/areas/spaces in the Real Estate Project

40. Further Assurances:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in 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.

41. Place of Execution:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's office, or at some other place, which may be mutually agreed 33 between the Promoter and the Allottee, in Mumbai City, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution thereof, the said Agreement shall be registered at the office of the Sub-Registrar of Assurances. Hence, this Agreement shall be deemed to have been executed at Mumbai

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

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

Name of the Allottee _____

(Allottee's Address)

Notified Email ID: _____

M/s. ATUL PROJECTS INDIA PRIVATE LIMITED 5th Floor,
Trade Avenue, Suren Road, off. Western Express Highway,
Andheri (East), Mumbai 400 093

Notified Email ID:

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

44. Details of the Permanent Account Numbers of the Promoter and Allottee are set out below:

**i) M/s. ATUL PROJECTS INDIA PVT. LTD. :
AAGCA5921P**

Flat Allottee's PAN : -----
: -----

45. **Joint Allottees:** In case there are Joint Allottees, all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her/it, which shall for all intents and purposes be considered as properly served on all the Allottees.
46. **Stamp Duty and Registration Charges:** The charges towards stamp duty fees and registration charges of this Agreement shall be borne and paid by the Allottee alone.
47. **Dispute Resolution:** Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the Authority as per the provisions of the RERA and the Rules and Regulations, thereunder.
48. **Governing Law:** This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in Mumbai City, and the Courts of law in Mumbai will have exclusive jurisdiction with respect to all the matters pertaining to this Agreement.

IN WITNESS WHEREOF the Parties have set and subscribed their respective hands and seals of these present the day and year first hereinabove stated.

THE SCHEDULE – I ABOVE REFERRED TO:

(being description of the said large property)

All that pieces and parcel of freehold non-agricultural land or ground bearing Survey No. 70 Hissa No. 2 corresponding CTS No. 59, 59/1

to 11 and bearing CTS No. 102, 102/1 to 81 of Village Pahadi Goregaon, Taluka Borivali, MSD, situated at Iraniwadi, Goregaon (East), Mumbai – 400 097 totally admeasuring 10 acres & 36 gunthas equivalent to 41979 square meters or thereabout.

THE SCHEDULE – II ABOVE REFERRED TO:

(being description of the said property)

All that pieces and parcel of freehold non-agricultural land or ground bearing for construction of sale building to consume plot FSI of 3,55,000 sq. ft. BMC built up on Survey No. 70 Hissa No. 2 corresponding bearing CTS No. 102, 102/1 to 81 of Village Pahadi Goregaon, Taluka Borivali, MSD, situated at Iraniwadi, Goregaon (East), Mumbai – 400 097 totally admeasuring 7886.58 square meters or thereabout.

THE SCHEDULE –IV ABOVE REFERRED TO:

(being description of flat premises)

ALL THAT Flat No. admeasuring of Sq.ft. Carpet area on the Floor in the building known as “SAMARTH BLUE MOUNTAIN” situated at Survey No. 70 Hissa No. 2 corresponding bearing CTS No. 102, 102/1 to 81 of Village Pahadi Goregaon, Taluka Borivali, MSD, situated at Iraniwadi, Goregaon (East), Mumbai – 400 097.

THE SCHEDULE –IV ABOVE REFERRED TO:

(List of the Amenities)

LIST OF AMENITIES AND SPECIFICATION

GENERAL AMENITIES

1. R.C.C. Frame structure as per I.S.I. standard.
2. Wooden doors with oil paint.
3. Powder coated Aluminum sliding windows.
4. Entrance door with flush shutters with safety chains, doorstopper, aldrop and latch.

5. Louvered aluminum window in bath and W.C.
6. All external walls to be painted with syntax/cement paint and internal walls with white wash.
7. Granite Kitchen platform with stainless steel sink and dado up to lintel level.
8. Deluxe C.P. fittings in all toilets.
9. Ceramic tiles flooring with dado up to lintel level.
10. Concealed plumbing.
11. Wash basin in all toilets.
12. Vitrified tiles in Living room.

within named "The PROMOTERS")
LTD.

ATUL PROJECTS INDIA PVT.

Is hereunto affixed pursuant to the _____)

Resolution of its Board Directors)

Passed in that behalf, on the **31st**)

Day of **August, 2007**)

Mr. Atul N. Patel,

)

(Director)

in the presence of: _____)

SIGNED AND DELIVERED by the)

Within named "ALLOTTEES")

Mr. _____)

Mrs. _____)

In the Presence of: _____)

RECEIPT

RECEIVED this day and the year first hereinabove written from
within named Purchaser/s the sum of **Rs.** _____/- (**Rupees**
_____ **Only**), as per mentioned below:~

Sr. No.	Amount (In Rs.)	Bank Name, Branch	Cheque Date	Cheque No.
		TOTAL		

WITNESSES:

WE

SAY

RECEIVED:

For ATUL PROJECTS INDIA PVT.

LTD

- 1.
- 2.

Atul N. Patel

(Director)