

Without prejudice and subject to the approval by the clients and unless executed the same is not binding.

AGREEMENT FOR SALE

THESE **ARTICLES OF AGREEMENT** made at Mumbai on this ____ day of _____ in the Christian Year Two Thousand _____

BETWEEN

SAI KRUPA DEVELOPERS, a Partnership firm duly registered under the provisions of the Indian Partnership Act 1932, through its Partner _____, having its Registered Office at **105, New Krishna Niwas, Above Vasai Vikas Sahakari Bank, Roshan Nagar, Off. Chandawarkar Lane, Borivali (West), Mumbai – 400 092**, hereinafter called "**THE PROMOTERS**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Partners or Partner or Proprietor for the time being of the said firm, the survivors or survivor of them and the heirs, executors, administrators and assigns of such last surviving Partner) of the **ONE PART**;

AND

MR./MRS./MESSRS _____ an adult/s Indian inhabitants/ residing at / having his/ her/ its / their address at _____

_____ hereinafter called "**THE ALLOTTEE/S**" (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include in the case of individuals his/her/their heirs and legal representatives, executors and administrators, successors and assigns and in case of the HUF, the members and the coparceners of HUF from time to time and the last surviving member and coparcener and the legal heirs, executors and administrators of such last surviving member and in case of partnership firm the partners constituting the firm for the time being and the survivors or survivor of them and their respective heirs and legal representatives, executors and administrators and in case of a corporate body, its successors and in the case of the Trust its Trustees for the time being) of the **OTHER PART**:

W H E R E A S :-

- (a) By a Deed of Conveyance dated 24th June, 1994, registered with the Sub-Registrar of Assurances at Bombay under Serial No.BBM-1/2274 of 1994, made between Nusli Neville Wadia and three others, the then Trustees of

F.E. Dinshaw Charities as the First Vendors, Mr. Nusli Neville Wadia, the administrator of the estate of Edulji Framroze Dinshaw as the Second Vendor and (1) Shri Ramadhar Shivsambat Dwivedi (2) Smt. Vimla Ramadhar Dwivedi (3) Master Rajesh Ramadhar Dwivedi (4) Miss Sunita Ramadhar Dwivedi alias Mrs. Sunita Kamlesh Mishra (5) Miss Rekha Ramadhar Dwivedi (6) Miss Anita Ramadhar Dwivedi alias Mrs. Anita Pawankumar Pandey the last 3 to 7 being minors through their father and natural guardian Mr. Ramadhar S. Dwivedi (7) Shri Bhagwandas Shamlal Gupta (8) Smt. Santoshkumari Bhagwandas Gupta (9) Gaurav Bhagwandas Gupta (10) Shri Nitin Bhagwandas Gupta (11) Shri Nandkishore Shamlal Garg (12) Smt. Krishnakumari Nandkishore Garg (13) Tarun Nandkishore Garg (14) Manish Nandkishore Garg (Nos. 13 and 14 being minors through their father Nandkishore Garg) (15) Indrapal M. Gambhir (16) Shri Omprakash Ramrichpal Jhunjhunwala (17) Shri Rammurti Shivsambat Dwivedi (18) Shri Girdharbhai G. Kotak (19) Shri Premshankar Ramunder Shukla (20) Smt. Gargi Alias Suman Jaiprakash Tiwari (21) Shri Vinodchandra P. Mandavia (22) Shri Jamaluddin Suleman Gori and (23) Shri Pratap Govindbhai Paradia, (hereinafter called **“the erstwhile First Owners”**) as the Purchasers, the said Purchasers therein acquired and purchased various immoveable properties together with the structures standing thereon in aggregate admeasuring 7480 Sq. Mtrs. situated, lying and being at Village Malad (North), Taluka Borivali in Mumbai Suburban District and more particularly described in the Schedule thereunder and in the First Schedule hereunder written (hereinafter referred to as **“the First Property”**).

- (b) Pursuant to the above, Shri Ramadhar Shivsambat Dwivedi (2) Smt. Vimla Ramadhar Dwivedi (3) Shri Rajesh Ramadhar Dwivedi (4) Miss Sunita Ramadhar Dwivedi alias Mrs. Sunita Kamlesh Mishra (5) Miss Rekha Ramadhar Dwivedi (6) Miss Anita Ramadhar Dwivedi alias Mrs. Anita Pawankumar Pandey (7) Shri Bhagwandas Shamlal Gupta (8) Smt. Santoshkumari Bhagwandas Gupta (9) Shri Gaurav Bhagwandas Gupta (10) Shri Nitin Bhagwandas Gupta (11) Shri Nandkishore Shamlal Garg (12) Smt. Krishnakumari Nandkishore Garg (13) Shri Tarun Nandkishore Garg (14) Shri Manish Nandkishore Garg (Nos. 13 and 14 then being minors through their father Nandkishore Garg), (15) Shri Indrapal M. Gambhir (16) Shri Omprakash Ramrichpal Jhunjhunwala (17) Shri Rammurti Shivsambat

Dwivedi (18) Smt. Vasantben G. Kotak, Widow & the sole surviving heir of Late Shri Girdharbhai G. Kotak (19) Shri Premshankar Ramunder Shukla (20) Smt. Gargi Alias Suman Jaiprakash Tiwari (21) Shri Vinodchandra P. Mandavia (22) Shri Jamaluddin Suleman Gori and (23) Shri Pratap Govindbhai Paradia (hereinafter called **“the First Owners”**) became entitled to the First Property.

- (c) By a Development Agreement dated 19th April, 2005, the First Owners have granted development rights to M/s Sai Krupa Developers for development of the First property under S.R.A. Scheme for the consideration and on the terms and conditions therein set out. By a Deed of Confirmation dated 7th December, 2009, the execution of the Development Agreement was confirmed and the said Deed of Confirmation is registered with the said Development Agreement annexed to it, with the Sub Registrar of Assurances at Bandra under Serial No. BDR6/10601/2009.
- (d) The said Vinodchandra Mandavia died leaving behind him (i) Smt. Urmilaben Vinodchandra Mandavia, (ii) Smt. Meghna Vinodchandra Mandavia, as heirs of late Vinodchandra P. Mandavia. The said Jamaluddin Gori died leaving behind him (a) Shri Sakuran Jamaluddin Gori, (b) Shri Imamuddin Jamaluddin Gori, (c) Shri Anwar Jamaluddin Gori and (d) Shri Niayazuddin Jamaluddin Gori, as his heirs. The said Indrapal M. Gambhir died on or about 20th February, 2017 leaving behind him Mrs. Swadesh Indrapal Gambhir and Shri Vivek Indrapal Gambhir as his only heirs and legal representatives (the respective heirs of the respective deceased mentioned herein became the co-owners in the stead and place of the deceased and hereinafter with the other First owners are collectively referred to as **“the First Owners”**).
- (e) By a Deed of Conveyance dated 18th October, 1991, duly registered with the office of Sub Registrar of Assurances at Bombay under Sr. No. PBBM/5036/91 and made between Nusli Neville Wadia and three others, the then Trustees of F.E. Dinshaw Charities, therein referred to as the First Vendors, Mr. Nusli Neville Wadia, the administrator of the estate of Edulji Framroze Dinshaw, therein referred to as the Second Vendors and (1) Smt. Vimla Ramadhar Dwivedi, (2) Mr. Ramadhar Shivsambat Dwivedi (3) Miss

Sunita Ramadhar Dwivedi alias Mrs. Sunita Kamlesh Mishra, (4) Miss Anita Ramadhar Dwivedi alias Mrs. Anita Pawankumar Pandey, (5) Mr. Rajesh Ramadhar Dwivedi (6) Miss Rekha Ramadhar Dwivedi, (7) Shri Omprakash Ramrichpal Jhunjhunwala (8) Shri Jaikishan M. Chatani and (9) Shri Suresh M. Chatani therein referred to as the Purchasers and hereinafter referred to as **“the Second Owners”**, the said Second Owners herein became the owners of various immoveable properties in aggregate admeasuring 1496 sq. mtrs. situate, lying and being at Village Malad (North) Taluka Borivli in Mumbai Suburban District and more particularly described in the Schedule thereunder and in the Second Schedule hereunder written (hereinafter referred to as **“THE SECOND PROPERTY”**).

- (f) The Second Owners have vide Development Agreement dated 19th April, 2005 granted development rights to you in respect of the Second property under S.R.A. Scheme for the consideration and on the terms and conditions therein set out. By a Deed of Confirmation dated 7th December, 2009, the execution of the Development Agreement was confirmed and the said Deed of Confirmation is registered with the Development Agreement annexed thereto with the Sub Registrar of Assurances at Bandra under Serial No. BDR-6/10600/ 2009;
- (g) By a Deed of Conveyance dated 14th December, 1994, duly registered with the Sub-Registrar of Assurances at Bombay under Serial No.BBJ/2372/1994 and made between Nusli Neville Wadia and three others, the then Trustees of F.E. Dinshaw Charities as the First Vendors, Mr. Nusli Neville Wadia, the administrator of the estate of Edulji Framroze Dinshaw as the Second Vendor and Mr. Tarkeshwar Rajaram Upadhaya as the Purchaser, the said Purchaser therein became the owner of the property more particularly described in the Schedule thereunder and in the Third Schedule hereunder written (for short **“the Third Property”**).
- (h) In turn by a Deed of Conveyance dated 5th February, 2008, duly registered with the Sub Registrar of Assurances at Bandra under Serial No. BDR12/01039/2008, Shri Tarakeshwar Rajaram Upadhya as the absolute Owner of the Third Property more particularly described in the Third Schedule hereunder written sold, transferred and conveyed to you, the

Third Property for the consideration and on the terms and conditions as mentioned therein. Thus you became absolutely entitled to the Third Property.

Hereinafter the First Property, Second Property and the Third Property are collectively referred to as **“the said Larger Properties”**

- (i) The said properties were fully occupied by slum dwellers and are notified as Slum areas under provisions of Section 4(1) of Maharashtra Slum (Improvement, Clearance and Re-Development) Act, 1971 and the Rules Framed thereunder vide Notification dated 31st March 1983 and Published in the Maharashtra Government Gazette on 26/4/1983 on page 205.
- (j) The Government of Maharashtra with a view to control the mushrooming of new slums in and around the city of Greater Mumbai and to improve the living conditions of existing Slum Dwellers by providing them neat and clean environment and basic essential amenities enacted the provisions of Maharashtra Slum (Improvement clearances and Redevelopment) Act 1971 and with a view to have planned growth of the city, introduced revised building bye-laws and Development Control Rules and published the same under the title "Development Control Regulations for Greater Mumbai 1991" and as specifically provided under regulations 33 (10) for the Development of censused slums in Appendix IV, which is now under Regulation 33(10) of part VI of **Development Control and Promotion Regulations for Greater Mumbai, 2034 (“DCPR-2034”)**;
- (k) For effective implementation of the Slum Redevelopment Scheme the Maharashtra Government has introduced amendments/ modifications to D.C.R No.33 (10) Appendix-IV of the sanctioned Development Control Regulations Act 1991 and by providing Additional Guide Lines to the Municipal Corporation for Greater Mumbai/Slum Rehabilitation Authority being the Town Planning Authority for the City of Greater Mumbai with the aim of providing well ventilated self- contained tenements FREE OF COST to each eligible slum dwellers family as defined in the said modifications bearing Ref No.DCR/1095/1209/CR-273/95 UD-II dated 27th August 1996 & 3rd May 97 (hereinafter referred to as **“the said Notifications”**) i.e. each eligible FAMILY UNIT OF notified Slum whose names and structures have

photo pass and/or appear in voters list prepared to with reference to 1st January 2000 or the date prior thereto and such inhabitants stay at present in that structure and have documentary evidence prior to 1st January, 2000;

- (l) Under the said Slum Redevelopment Scheme, it has been provided that each of the resident slum dwellers/ eligible member of the said Society shall be entitled to secure self-contained tenement of 27.88 Sq. Mtrs. carpet area as provided in the said Notification irrespective of the area occupied by them free of cost for each of them by demolishing their existing huts/structures and constructing at site thereon multi storied buildings in RCC framework as per the plans and specifications to be drawn by the Architects of the said Rehab Society in conformity with the provisions of the said Notifications and to be approved by the Slum Redevelopment Authority (for short "**SRA**") established under the said Notification by appointing the said Promoters as the Developers and to avail the FSI and all other permissible additional FSI by Government of Maharashtra under the said Notification with which the Promoters are entitled to construct surplus/ additional tenements in excess of what is required to rehabilitate the existing eligible members of the said Rehab Society and which can be sold by the Promoters to the members of the public as per their choice and discretion on ownership basis on such terms and conditions as they may deem fit and proper and to retain the sale proceeds thereof;
- (m) The Promoters have decided to redevelop the larger Properties as one layout, but in two phases and the said Larger Properties have been treated as one layout and necessary approvals have been obtained accordingly. The redevelopment of phase-1 is done on portion of the Larger Properties, which portion is described in the Fourth Schedule hereunder written and Phase-2 shall be redeveloped on part of the Larger Properties, which part is hereinafter referred to as the said Property and more particularly described in the Fifth Schedule hereunder written.
- (n) The Slum dwellers joined together and proposed to form a Co-operative Housing Society to be known as "Shree Siddhivinayak (SRA) Co-operative Housing Society Ltd." (hereinafter referred to as "**the Proposed SRA**

Society- Phase I") and the members thereof had appointed an *Ad hoc* Committee and Office Bearers with the intention to participate in the re-development of the said properties.

- (o) By and under an Agreement dated 5th May, 2005 and annexed to the registered Deed of Confirmation dated 7th February, 2006 under Serial No. BDR12/000874/2006 made by and between the 'Proposed SRA Society-Phase I' through all the Committee Members and the Office bearers, therein called the Party of the One Part and M/s. Sai Krupa Developers therein called as the Developers of the Other Part, being the Promoters herein, the slum dwellers through the said proposed SRA society-Phase I nominated and appointed M/s Sai Krupa Developers as Developers to redevelop the said Properties in accordance with the provisions of Appendix IV of Development Control Regulations for Greater Mumbai, 1991 (for short "**the said DCR**")– under regulation 33(10) and with the scheme to be sanctioned by the Slum Rehabilitation Authority (S.R.A.) on the terms and conditions therein contained.
- (p) Dy. Collector, Encroachment has issued Annexure–II for the said scheme under letter bearing No.ADL/Ancr/ Desk-3/off-7/33(10)/SR-16-06 dated 03.09.2007.
- (q) The Proposed SRA Society - Phase I is now duly registered under the provisions of Maharashtra Co-operative Societies Act, 1960 as 'Shree Siddhivinayak (SRA) Co-operative Housing Society Limited' vide Registration No. MUM/SRA/HSG/(TC)/11897/2010 DATED 13th December, 2010 (hereinafter referred to as "**the Rehab Society-Phase I**").
- (r) Phase I comprised of redevelopment of part of the said Larger Properties described in the First, Second and Third Schedules hereunder written and which part is hereinafter referred to as "**Phase I Property**" and is described in the Fourth Schedule hereunder written.
- (s) As per the sanctioned plans, the Promoters, have in Phase I, constructed two buildings on Phase I Property, namely Building no. 1 and Building no. 2. Building no. 1 is a rehab building comprising of Ground plus seven upper floors and Composite Building no. 2 comprises of 3 wings namely Wing 'A' being the Rehab wing comprising of part stilt plus part ground plus 22

upper floors and Wings 'B' and 'C' both being free sale wings, each comprising of stilt plus 22 upper floors.

- (f) Both the above mentioned buildings have received the Occupation Certificate/Completion Certificate for rehab building No, 1 on 13th May 2015, Rehab Wing A on 6th June 2017, sale Wing B on 23rd August 2018 & sale Wing C on 23rd January 2020 for composite building No.2..
- (u) In respect of Phase-I, the fungible FSI has not been fully consumed in free Sale Components and therefore the same shall be consumed in Phase-II and the Phase-II shall consist of the FSI as shall be available upon the approval by SRA and the balance Fungible FSI of Phase-I and the same shall consist of Rehab and Sale Component building /Wings. Phase-2 is the subject of this Agreement;
- (v) The Rehab buildings of Phase I namely Building no.1 and wing 'A' of Building no.2 have already formed and registered a Society known as 'Shree Siddhivinayak (SRA) Co-operative Housing Society Ltd.' as mentioned above and the flat purchasers of free sale components being Wings 'B' and 'C', have joined together and formed and registered a Housing Society under the provisions of Maharashtra Co-operative Societies Act, 1960 known as '**Skylon Spaces Co-operative Housing Society Ltd.**' under registration No. MUM/SRA/HSG/ (T.C.)/13266 of 2021 dated 3rd December, 2021.
- (w) Meanwhile, the Promoters have filed a Suit bearing No.279 of 2013 against the First Owners of the First Property in the High Court of Judicature at Bombay for specific performance of the Development Agreement dated 19th April, 2005 and for other reliefs more particularly prayed therein. The Promoters have also filed Notice of Motion No.625 of 2013 in the said Suit No.279 of 2013 for the interim reliefs more particularly prayed therein. The Hon'ble High Court by an Order of Injunction dated 8th March, 2013, restrained the Defendants therein, from in any manner interfering/ obstructing with the development work carried on by the Promoters. The said Order dated 8th March, 2013 was challenged by way of an Appeal 317 of 2013 and by an Order dated 7th August, 2013, the Appeal was dismissed.

- (x) By an order dated 25th September, 2018 in Notice of Motion no. 625 of 2013 in High Court Suit No. 279 of 2013, Hon'ble Shri Justice S. C. Gupte, disposed of the Notice of Motion stating that several of the Defendants have entered into consent terms with the Developers, being the Plaintiffs therein and the suit has been disposed of accordingly against them and made the Notice of Motion absolute by confirming the ad-interim order passed on 8th March, 2013 as an order pending the hearing and final disposal of the Suit and the Notice of Motion was disposed of. The said Suit is pending for final hearing against Defendant Nos. 7 to 14, 16, 18 and 22(a), 22(b), 22(c) and 22(d).
- (y) The Promoters have also filed Suit bearing No.286 of 2013 in the High Court of Judicature at Bombay against the Second Owners for specific performance of the Development Agreement dated 19th April, 2005 and for other reliefs more particularly set out therein. The Promoters have filed Notice of Motion No.671 of 2013 in the said Suit No.286 of 2013 for the interim reliefs more particularly prayed therein. The Hon'ble High Court by an Order of Injunction dated 8th March, 2013, restrained the Defendants therein, from in any manner interfering/obstructing with the development work carried on by the Promoters. The said Order dated 8th March, 2013 was challenged by way of an Appeal 318 of 2013 and by an Order dated 7th August, 2013, the Appeal was dismissed and accordingly the said Order dated 8th March, 2013, was upheld and confirmed.
- (z) In the said Suit, Defendant Nos. 8 and 9 and the Promoters, have filed Consent Terms dated 20th April, 2016, which were taken on record and by an Order dated 21st April, 2016, the Hon'ble Shri Justice S. J. Kathawalla passed an Order in lieu of the Consent Terms and the said Suit stands disposed of in terms of the Consent Terms against Defendant Nos. 8 and 9.
- (aa) Consent terms dated 8th November, 2017 were filed in the High Court Suit No. 286 of 2013 between Defendant Nos. 1 to 6 and the Promoters and an Order dated 8th November, 2017 came to be passed by the Hon'ble Shri Justice R. D. Dhanuka in lieu of the Consent Terms and the said Suit has been decreed as per the Consent Terms against Defendant Nos. 1 to 6.

- (bb) By an order dated 25th September, 2018 in Notice of Motion no. 671 of 2013 in High Court Suit No. 286 of 2013, Hon'ble Shri Justice S. C. Gupte, disposed of the Notice of Motion stating that several of the Defendants have entered into consent terms with the Developers, being the Plaintiffs therein and the suit has been disposed of accordingly against them and made the Notice of Motion absolute by confirming the ad-interim order passed on 8th March, 2013 as an order pending the hearing and final disposal of the Suit and the Notice of Motion was disposed of. The said Suit is pending for final hearing against Defendant No. 7 only.
- (cc) The Promoters are now in the process of commencing Phase II, which is to be constructed on part/portion of the First Property more particularly described in the First Schedule hereunder written. This part/portion is more particularly described in the Fifth Schedule hereunder written and is hereinafter referred to as the **"Said Property"**.
- (dd) The Promoters have now submitted the proposal for redevelopment of phase II and have paid the Scrutiny Fees for rehabilitation of Phase II. The Scrutiny fees was paid for rehab building vide receipt dated 24.03.2021 and proposal No. R-S/PVT/0081/20170428 and sale building receipt dated 17.08.2021 and proposal No. R-S/PVT/0081/20170428.
- (ee) Dy. Collector, Eviction has issued Annexure-II for Phase II under letter bearing No.DR/AN/Malad-1/D-2/KV-992/2018, ow.no. SR/2/17 dated 11th May, 2018.
- (ff) The Slum dwellers of Phase II rehab building joined together and formed and registered a Society, under the provisions of Maharashtra Co-operative Societies Act, 1960, known as '**Shree Siddhivinayak-2 (SRA) Co-operative Housing Society Limited**' vide Registration No. MUM/SRA/HSG/(TC)/13056/2020 dated 28th February, 2020 (hereinafter referred to as **"the Rehab Society- Phase II"**).
- (gg) The Promoters have obtained Amalgamated/ Revised Letter of Intent (**"LOI"**) for Phase II from the Slum Rehabilitation Authority (S.R.A.) under No. SRA/ENG/1392/RS/PL/LOI (R.S./Pvt/0042/20060428) dated 16th November, 2019 and further revised LOI dated 27th January, 2021 under No.

SRA/ENG/2924/RS/PL/LOI has been issued on the terms and conditions mentioned therein. Intimation of Approval ("IOA") under Sub-Regulation 2.3 of Regulation 33(10) of part VI of Development Control and Promotion Regulations for Greater Mumbai, 2034 ("**DCPR-2034**") has also been issued on 25th March, 2021 for the Rehab building and Commencement Certificate for Rehab building on 29th April 2021 (R-S/PVT/0081/20170428/R) has been issued by the SRA.

- (hh) The Promoters have obtained revised LOI dated 27th January, 2021 under No. SRA/ENG/2924/RS/PL/LOI for Free sale building on the terms and conditions mentioned therein for the Sale Building (hereinafter referred to as "the **said LOI**") to be constructed on the said Property more particularly described in the Fifth Schedule hereunder written. A copy of the LOI dated 27th January 2021 is hereto annexed as **ANNEXURE "A"**.
- (ii) There were still approximately 310 number of structures occupied by slum dwellers which forms part of Phase 2 on a portion of the said larger Properties, more particularly described in the Fifth Schedule hereunder written,
- (jj) The Promoters have commenced phase II and submitted the building plans for the rehab building comprising of stilt plus 23 upper floors and the free sale building which consists of 4 wings namely Wings 'A', 'B', 'C', 'D', each comprising of Basement plus Ground for commercial plus 2 podium levels plus 3rd to 23rd upper floors for residential to be constructed on the said Property described in the Fifth Schedule hereunder written.
- (kk) The Slum Rehabilitation Authority has for Phase II sanctioned the building Plans for the construction of rehab components as well as free sale components and have issued Intimation of Approval ("IOA") under Sub-Regulation 2.3 of Regulation 33(10) of part VI of DCPR-2034 on 17th August, 2021 for Sale Building. A copy of the IOA dated 17th August, 2021 is hereto annexed as **ANNEXURE "B"**.
- (ll) The SRA Authority has granted Commencement Certificate ("CC") for free Sale building upto the top of basement on 21st January, 2022 under Ref.

Without prejudice and subject to the approval by the clients and unless executed the same is not binding.

No. SRA/ENG/2924/RS/PL/LOI (R-S/ PVT/0081/20170428/S). A copy of the CC dated 21st January, 2022 is hereto annexed as **ANNEXURE “C”**.

- (mm) Pursuant to the above, the Promoters became entitled to redevelop the said Larger Properties including the said property more particularly described in the Fifth Schedule hereunder written.
- (nn) The Promoters are redeveloping the said Property as per the provisions of the Development Control and Promotion Regulations, 2034 for Greater Mumbai. While redeveloping the said property it is permissible to consume FSI arising out of the said property as well as fungible FSI, the additional FSI, incentive FSI, Protected FSI, the outside TDR FSI and the area as may be available for construction on the said property by treating the same as base land and/or recipient plot under the provisions of DCPR and also Fungible FSI from Phase I as mentioned above and all the FSI available by payment of premium and various concessions as permissible or otherwise;
- (oo) The Promoters have thus agreed to carry out development of the said Property by demolishing the existing structures and constructing in place thereof a rehab building comprising of stilt plus 23 upper floors (**“rehab building”**) and a new multistoried building which consists of 4 wings namely Wings ‘A’, ‘B’, ‘C’ and ‘D’ and each wing comprising of Basement plus Ground for commercial plus 2 podium levels plus 23 upper floors for residential (**“said Building”**) by utilizing the entire available FSI arising out of the said property, FSI by way of outside TDR, Fungible FSI/area and area available by payment of premium or otherwise and Fungible FSI from Phase I as recited herein. The Promoters shall be entitled to allot/sell the flats/Units and parkings in the said building to prospective Flat/Apartment/Unit Purchasers for such consideration and on such terms and conditions as the Promoters may deem fit and proper;
- (pp) The Promoters have got the layout and the building Plans sanctioned, at present consuming the FSI available of total _____ Sq. Mtrs. in Phase –II of Rehab building and _____ Sq. mtrs. in Free Sale Building, the Promoters have planned to utilize FSI of _____ Sq. Mtrs. for by payment of the premium or otherwise at concessions available as per the prevailing rules and regulations and with the provisions to avail of, load and utilize

- further F.S.I./ Fungible FSI & additional FSI as may be permissible by amending the building plans from time to time. The Allottee/s have been explained the effect of Fungible FSI and FSI to be obtained by payment of premium as also the DCPR-2034 Rules and proposed building plans on the project and the Allottee/s have given his/her/their free and informed consent for the changes as may be necessary in the building and layout plan, pursuant to such FSI and DCPR-2034 Regulations;
- (qq) The redevelopment of Phase II is hereinafter referred to as "the said Project" and the said project shall be known as "**Skylon Suburbia**";
- (rr) The Promoters shall obtain all other balance necessary approvals and permissions from the concerned authorities for the development of the said Property from time to time so as to obtain building completion certificate/ occupation certificate of the said building.
- (ss) The Promoters have entered into a standard agreement with Sanjay Neve & Associates, Architects registered with the Council of Architects and the said agreement is as per the agreement prescribed by the Council of Architects.
- (tt) The Promoters have appointed Mr. Abhijit V. Phaterpekar of M/s AVP Structural Consultants_, Structural Engineer, for the preparation of the structural design and drawings of the proposed building and the Promoters accept the professional supervision of the said Architect and the structural Engineer till the completion of the said building.
- (uu) The Promoters while constructing Building/s, on the said property, are required to comply with various terms and conditions put up by SRA and shall carry out the construction as per the prevailing Rules and Regulations as applicable thereto.
- (vv) Accordingly, the Promoters have registered the Phase II known as **Skylon Suburbia** as an independent "real estate project" ("Project") of the Promoters with the Real Estate Regulatory Authority ("Authority"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 read with the rules and regulations made thereunder ("Act") and

the same is certified by the Authority under Serial No. _____. A copy of the RERA registration certificate is hereto annexed as **ANNEXURE "D"**.

- (ww) The Allottee/s has/ have evinced interest to purchase and acquire an Apartment/Unit bearing Number ____ on the _____ floor in ____ Wing (hereinafter referred to as **"the said Apartment/Unit"**) of the building called **"Skylon Suburbia"** (hereinafter referred to as **"the said Building"**) being constructed in the said Project by the Promoters;
- (xx) The Promoters alone have the sole and exclusive right to sell/allot the flats/ Commercial premises/ parking spaces, in the said building/s and to enter into agreements with the Allottee/s of the premises and to receive the sale price in respect thereof after providing for the Permanent Alternate Accommodation to the said Occupants of the structures in the rehab building.
- (yy) The Allottee/s has/have prior to the execution of these presents demanded from the Promoters and the Promoters have prior to the execution of these presents given inspection to the Allottee/s of all the documents of title relating to the said Property, the IOD, C.C i.e. the plans, designs and specifications prepared by the Promoters' Architects and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of Construction, Sale, Management and Transfer) Act, 1963 and the rules made there under and under the Maharashtra Real Estate (Regulation and Development) Act 2016 and rules framed thereunder as may be applicable and The Maharashtra Ownership Flats (Regulation of the Promotion of Construction etc.) Rules, 1964, (hereinafter referred to as **"the said Act"** and **"the said Rules"**) thereunder. The Allottee/s has/have taken inspection of the said documents to his/her /their/its satisfaction and shall not raise any demand or requisitions in the future and/or to call for any further documents, pertaining to title of the said Property and authority of the Promoters, to develop the said property. The Allottee/s hereby agrees and confirms with the Promoters that the Promoters and/or their nominees or assignees shall have right to use and enjoy at all times (even after the conveyance of the said Property and conveyance of the said Building) all the facilities that may be finally provided by the Promoters including common pathways, recreation

facility, storm water drains, sewage treatment plant, limited common area facilities, sewerage lines, electricity – cables, electrical meters and panel rooms, underground and overhead tanks, water pipe lines, pump room and auxiliary tanks, common lighting, servants common toilets, lifts, Lift Machine Rooms and all such other facilities forming part of the said Project (hereinafter for convenience sake all or any of the aforesaid facilities which may be provided are collectively hereinafter referred to as “**the said infrastructure/common facilities**”);

(zz) The authenticated copies of Title Report issued by M/s Pravin Mehta And Mithi & Co., Advocates and Solicitors, the Advocates of the Promoters, authenticated copies of Property Register Card or extract showing the nature of the title of the Promoters to the project land on which the Apartments are to be constructed have been annexed hereto and marked as **ANNEXURE “E & F”**.

(aaa) The authenticated copies of the plans of the Layout as proposed by the Promoters and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project however subject to its amendments have been annexed hereto and marked as **ANNEXURE “G”**,

(bbb) The authenticated copies of the floor plans and specifications of the Apartment/Unit agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed and marked as **ANNEXURE “H”**.

(ccc) The Allottee is put to the notice of the deficiency in open space in the said Property and for the purpose the Allottee shall not hold SRA/MCGM and the Promoters liable at any time now and/or in future and the Allottee/s has/have agreed, not to raise any requisitions on title and/or to call for any further documents, pertaining to title of the said Property and/or challenge or doubt the authority of the Promoters to develop the said property.

(ddd) The Promoters have disclosed all necessary particulars as to the title and its rights in the property including encumbrances, if any, in the Project Land.

Without prejudice and subject to the approval by the clients and unless executed the same is not binding.

Particulars as to the development of the project including building and apartments alongwith specifications and internal development work, external development work, the date and manner in which the payment towards the cost of the flat to be made and date on which the possession of the apartment will be given are specified, while registering the said project with the Regulatory Authority appointed under the Real Estate Development Act, 2016 are available on website of the Regulatory Authority.

(eee) The Allottee/s after perusing and verifying the facts and particulars on the website of the Regulatory Authority in respect of the project has/ have approached the Promoters for allotment of Apartment/Unit No._____, on the _____ Floor, _____ Wing, situated in the _____ Building to be constructed in the said Project;

(fff) The Allottee/s have/has requested the Promoters and the Promoters have agreed to sell Commercial Premises / Unit/Apartment No. _____ admeasuring _____ Sq. Mtrs. Carpet area comprising of One/Two/Three Bedrooms, Hall & Kitchen on _____ Floor in ____ Wing, in the proposed building known as **“Skylon Suburbia”** to be constructed on the said property more particularly described in the Fifth Schedule hereunder written for the consideration of Rs._____-/- (Rupee _____ only) (hereinafter referred to as **“the said Unit/ Apartment”** alongwith one small/Big car parking space bearing No._____ in Ground/Stilt/ Basement/Podium in single/ stack/Puzzle Car Parking Space having dimension of _____.(hereinafter referred as **“the said Car Parking”**) at the price and on the terms and conditions hereinafter appearing and more particularly described in the Sixth Schedule hereunder written and shown in red color wash on the sketch floor plan annexed hereto and marked **ANNEXURE “H”**.

(ggg) The carpet area of the said Apartment is _____ square meters 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 and exclusive open terrace area appurtenant to the said

Without prejudice and subject to the approval by the clients and unless executed the same is not binding.

Apartment for exclusive use of the Allottee/s, but includes the area covered by the internal partition wall of the apartment.

(hhh) The specifications, amenities and facilities to be provided by the Promoters in the said Flats/Apartments are annexed hereto and marked **ANNEXURE "I"**.

(iii) The Specifications, Common Areas, Amenities, Facilities and Infrastructure to be provided in the New Wing and the Building are more particularly described in the **Seventh Schedule** hereunder written (hereinafter referred to as the "**Building Common Areas and Amenities**");

(jjj) The Parties relying on the confirmation, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws and the Allottee/s, having perused all the necessary documents, deeds and writings related to title of the Promoters to the said Property and the said Building along with all other documents as specified in the said Act and under this Agreement, and after being fully informed and satisfied about the same, as also about the status, approvals, sanctions and the plans in respect of the said Building and subject to the rights of the Promoters reserved herein, is/are desirous of purchasing from the Promoters the said Flat/Apartment on the terms and conditions and the consideration specified hereinafter;

(kkk) Under section 13 of the said Act the Promoters are required to execute a written Agreement for sale of said Apartment with the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908 and the Allottee/s/ has/have entered into this Agreement after having read the contents hereof and appraising himself about the same and having understood the provisions hereof.

(III) The Allottee/s have/has paid a sum of Rs._____ /- (Rupees_____ only) to the Promoters as and by way of earnest money of the sale price of the said unit agreed to be sold by the Promoters to the Allottee/s and further part consideration amount of Rs._____/- (Rupees _____ only) till the

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execution hereof (payment and receipt whereof the Promoters do hereby admit and acknowledge and discharge the Allottee/s from the same);

(mmm) Hereinafter for the sake of brevity, the term Allottee/s shall be referred to as **“the Allottee/s”** and shall include Investor/s for the purposes of Article 5(g-a)(ii) of the Schedule I to the Mumbai Stamp Act, 1958;

(nnn) The parties are desirous of recording the terms and conditions mutually agreed and arrived at between them in writing in the manner hereinafter appearing.

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. In this Agreement, unless another intention is stated:-
 - i) The recitals, annexures and Schedules contained herein shall constitute an integral and operative part of this Agreement as though contained in this operative portion and shall be read and construed accordingly as an essential part of this Agreement.
 - ii) The singular includes the plural and vice versa.
 - iii) Reference to a particular gender does not exclude the other gender.
2. **SALE:**
 - 2.1 The Promoters shall construct the free sale building **“Skylon Suburbia”** consisting of 4 wings namely Wings ‘A’, ‘B’, ‘C’ and ‘D’ and each wing comprising of Basement plus Ground for Commercial plus 2 podium levels and 3rd to 23rd upper floors for Residential Apartments (**“said Building”**) on the said property described in the Fifth Schedule hereunder written with a provision to construct further upper floors or adjacent to the said Building in accordance with the plans, designs, specifications approved and to be amended by the SRA/concerned local authority from time to time and which have been seen and approved by the Allottee/s/ Purchaser/s with only such variations and modifications as the Promoters may consider necessary for getting further plans amended, consuming the further F.S.I. credit/ T.D.R., Fungible FSI additional FSI and incentive FSI/ Protected FSI or otherwise as may be available on the said property and fungible FSI of Phase I to the fullest extent as may be

permitted by the concerned authority or any government authority. The Allottee/s/Purchaser/s hereby accord his/their specific and informed consent to the Promoters for carrying out the said amendments, alteration, modifications and/or variations and/or to increase the number of Levels/floors and agree to execute such papers and documents as may be requested for by the Promoters in this behalf. The Allottee/s/Purchaser/s hereby accord their further specific consent to the Promoters for constructing and disposing off as they deem fit any other additional structures that they may deem fit to build as per the prevailing rules and regulations and/or as amended from time to time in this behalf by any Authority or the MCGM on the said Property. The Allottee/s/Purchaser/s agrees not to obstruct and/or raise any objection whatsoever and/or interfere with the Promoters, their nominees or assigns for carrying out amendments, alterations, modifications, variations and/or additions as aforesaid so long as the area of the said Apartment agreed to be purchased by the Allottee/s /Purchaser/s is not reduced. Provided further that the Promoters shall obtain prior consent of the Allottee/s/Purchaser/s only in respect of such variations or modifications, which may adversely affect the said Apartment which the Allottee/s Purchaser/s agreed to be purchased under this Agreement. If such variations and modifications relate to addition and alteration in lay-out plan of the said building and/or specification of the said building or common area, then the Promoters shall, before carrying out such addition or alteration in lay out plan or specification of the building or common area, obtain prior consent of at least 2/3rd of the allottee/s who have agreed to take flats/Premises in said building. PROVIDED FURTHER that the Promoters are entitled to implement the Scheme to the fullest extent by carrying out such additional development and/or alterations and/or additions and/or modifications in the Composite Building and/or other building/s/structure/s to be constructed on the said Property, more particularly described in the Fifth Schedule hereunder written. This shall operate as an irrevocable consent in writing of the Allottee/s to the Promoters carrying out such changes in the building plans.

Without prejudice and subject to the approval by the clients and unless executed the same is not binding.

2.2 The Allottee/s/Purchaser/s hereby agree/s to purchase from the Promoters and the Promoters hereby agree to sell to the Allottee/s/Purchaser/s Apartment/Unit No. _____ of carpet area admeasuring _____ Sq. mtrs. on _____ floor in _____ wing in the building "_____" comprising of _____ bed rooms, a hall, a kitchen (hereinafter referred to as "**the said Apartment/Unit/Shop**") as shown in the Floor plan thereof hereto annexed and marked **ANNEXURES "H"** for the consideration of Rs. _____ /-(Rupees _____ Only) and more particularly described in the **Sixth Schedule** hereunder written and the consideration includes the proportionate price of the common areas and facilities appurtenant to the Apartment, the nature, extent and description of the common areas and facilities which are more particularly described in the **Annexure "H"** hereunder written.

2.3 The Allottee/s hereby agree/s to purchase from the Promoters and the Promoters hereby agree to sell to the Allottee/s together with covered Big/Small car parking space bearing No. _____ in Ground/Stilt/Basement/Podium in single/ stack/Puzzle Car Parking Space having dimension of _____ being constructed in Phase II Property (hereinafter referred to as "**the said car parking**");

2.4 The Allottee/s/ Purchaser/s acknowledges that the said Apartment and the car parking spaces referred above, shall be held by the Allottee/s/ Purchaser/s as one composite apartment and the Allottee/s/Purchaser/s shall not be entitled to transfer the use and enjoyment of any one without the other

3. **CONSIDERATION:**

3.1 The total aggregate consideration amount for the Unit/apartment including covered / parking spaces is Rs. _____/- (Rupees _____ Only)

3.2 The Allottee/s/Purchaser/s has/have paid on or before execution of this agreement a sum of Rs. _____/- (Rupees _____ Only) as earnest amount / advance payment i.e. 10% of the total consideration and

Without prejudice and subject to the approval by the clients and unless executed the same is not binding.

hereby agrees to pay to the Promoters the balance amount of
Rs._____/-

(Rupees_____ Only)

as per the "**PAYMENT PLAN**" mentioned in the following manner :-

<u>Sr.No.</u>	<u>Particulars</u>		<u>Consideration</u>
1)	On Execution of this Agreement		of the total consideration
2)	On Completion of Plinth	15%	of the total consideration
3)	Proportionate installments upon casting relevant slabs.	25%	of the total consideration
4)	On Completion of the walls, internal plaster, floorings doors and windows of the said Apartment	5%	of the total consideration
5)	On Completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.	5%	of the total consideration.
6)	On Completion of the external plumbing and external plaster, elevation, terraces with water-proofing, of the building in which the said Apartment is	5%	of the total consideration

located.

- | | | | |
|----|---|-----|----------------------------|
| 7) | On completion of the lifts, consideration water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements of the building in which the said Apartment is located. | 10% | of the total consideration |
| | | | |
| 8) | At the time of handing over of the possession of the Apartment/unit to the Allottee/s /Purchaser/s | 5% | of the total consideration |

3.3 Time is essence for the Promoters as well as the Allottee/s/Purchaser/s. The Promoters shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s/Purchaser/s and the common areas to the association of the Allottee/s/Purchaser/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s/Purchaser/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 in clause no. 3.1 hereinabove.

- 3.4 The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of and completion of the Project payable by the Promoters) up to the date of handing over the possession of the Apartment/Unit
- 3.5 In accordance with the provisions of Income Tax Act the Allottee/s/ Purchaser/s is/are under obligation to deduct TDS of 1% of the consideration amount and the Purchaser/s shall deduct 1% at the time of payment of each installment and pay the same to the Government Treasury and within seven (7) days of such payment obtain and furnish the required Challan/Certificate to the Promoters. In the event the Purchaser/s fails to deduct such amount and/or to pay such amount to the Government Treasury then the Allottee/s/ Purchaser/s shall be liable to suffer or incur all the consequences including to reimburse the damages or loss which may be suffered or incurred by the Promoters by reason of non-deposit of such amount in the Government Treasury and/or upon the failure to furnish the Challan/TDS Certificate evidencing such payment to the Promoters such omission on the part of unit Purchaser shall be constructed as breach of this agreement.
- 3.6 Without prejudice to the Promoters' rights, under this agreement and/or in law, the Promoters shall be entitled to claim and the Allottee/s/ Purchaser/s shall be liable to pay to the Promoters interest at the rate as specified in RERA Act or at such rate as Promoters may agree on all such amounts which may become due and payable by the Purchaser/s under the terms of this agreement and remain unpaid for seven (7) days or more after becoming due.
- 3.7 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/Purchaser/s for increase in development charges, cost, 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/Purchaser/s, which shall only be applicable on subsequent payments.

- 3.8 Pursuant to the negotiations between the Promoters and the Allottee/s/Purchasers, at the request of the Allottee/s/Purchasers, the Promoters have agreed to sell the said Apartment at discounted price to the Allottee/s/Purchaser/s and therefore the Allottee/s/Purchasers shall not claim and /or entitled to rebate or benefit of discounted amount for the preponed payment.

OR

The Promoters may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee/s/Purchaser/s by discounting such early payments @ _____% of the Installment paid 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/Purchaser/s by the Promoters.

- 3.9 The Promoters shall confirm the final carpet area that has been allotted to the Allottee/s/Purchaser/s 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 Promoters. If there is any reduction in the carpet area within the defined limit then the Promoters shall refund the excess money paid by Allottee/s/Purchaser/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/Purchaser/s. If there is any increase in the carpet area allotted to Allottee/s/Purchaser/s, the Promoters shall demand additional amount from the Allottee/s/Purchaser/s 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 Clause 2.2 of this Agreement.

3.10 The Allottee/s/Purchaser/s authorizes the Promoters to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoters may in its sole discretion deem fit and the Allottee/s/Purchaser/s undertakes not to object/demand/direct the Promoters to adjust his payments in any manner.

4. 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 the SRA/concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment/Unit to the Allottee/s/Purchaser/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment/Unit.

5. 5.1 The Allottee/s/Purchaser/s/ has/have entered into this Agreement with the notice of the terms and conditions of the said hereinabove recited documents of the said property and subject to the terms and conditions that may be imposed by the SRA and other authorities concerned and also subject to the Promoters right to make the necessary amendments, modifications and/or changes in the building plans or the materials and other specifications and the rights reserved or retained by the Promoters.

5.2 The Promoters hereby declare that as per the prevailing rules and regulations the minimum Floor Space Index that can be consumed on the said property is _____ sq. mtrs. and such further FSI that may be available can be consumed on the said property. The Promoters are also entitled to the fungible FSI from phase I property, balance potentiality and/or the FSI and/or the incentive FSI and/or the TDR /and/or Fungible and/or other FSI as may be available from time to time till completion of the Project and for the purpose to raise additional Floor/s by amending the building Plans and the Allottee/s/Purchaser/s hereby confirm and

accord their irrevocable consent and have the knowledge as the Promoters have specifically pointed out the same to the Allottee/s/Purchaser/s, that the Promoters are also entitled to consume further FSI as may be permissible under any law or circular or by way of concession, set back or payment of premium or by reason of change in the DCPR-2034 and Policy or issuance of any circulars for the time being in force.

6. It is hereby further expressly agreed that notwithstanding the Allottee/s/ Purchaser/s approaches / has approached any Banks / Financial Institutions for availing of a loan in order to enable the Allottee/s/Purchaser/s to make payment of part/balance purchase price in respect of the said Apartment to the Promoters and mortgaged/mortgage the said Apartment with such Banks/Financial Institutions, subject to the provisions of this Agreement and without diminishing or affecting the rights of the Promoters under this Agreement (which is to be subject to issuance of a No-objection letter by the Promoters in favour of such Banks/Financial Institutions) for repayment of the loan amount it shall be at the entire responsibility of the Allottee/s/Purchaser/s to ensure that payment of the part/balance purchase price are made as stated hereinabove and further to repay the entire loan amount to such Banks/Financial Institutions. The Promoters shall not be liable or responsible for the repayment of the loan amount or any part thereof to such Banks/Financial Institutions. The Allottee/s/Purchaser/s hereby further expressly agree/s that the Allottee/s/ Purchaser/s shall not sell, transfer, let-out or deal with the said apartment/unit in any manner whatsoever without obtaining prior written permission from the Promoters as per the provisions contained herein and from such banks/financial institutions (during the pendency of the loan) and the Promoters shall not be liable or responsible for any of the acts of omission or commission which are contrary to the terms and conditions governing the said loan. It shall be the responsibility of the Allottee/s/ Purchaser/s to inform the said organization about the lien of such Banks/Financial Institutions and the Promoters shall not be liable or responsible for the same in any manner whatsoever. The Allottee/s/Purchaser/s shall indemnify and keep indemnified the Promoters and their respective heirs, executors, administrators and assigns from and against all claims, costs, charges,

expenses, damages, losses which the Promoters and their respective heirs, executors, administrators and assigns may suffer or incur by reason of any action that such Banks/Financial Institutions may initiate for the recovery of the loan amount or any part thereof or on account of any breach by the Allottee/s/Purchaser/s of the terms and conditions governing the said loan in respect of the said apartment/unit and the Allottee/s/Purchaser/s hereby agree/s and undertake/s that the Promoters shall have a first lien/charge on the said apartment/unit towards all the claims, costs, charges or expenses/losses of the Promoters and the Allottee/s/Purchaser/s further undertake/s to reimburse to the Promoters all and any of the aforesaid amounts with interest thereon forthwith on demand by the Promoters without any delay, default or demur.

7. POSSESSION AND FORCE MAJEURE:-

- 7.1 Unless prevented by force majeure event/s, the Promoters will hand over possession of the said Apartment to the Allottee/s/Purchaser/s on or before ____ months from the date of Commencement certificate excluding a grace period of ____ (____) months or such further period as may be agreed between the parties, subject to the Allottee/s/Purchaser/s making timely payments of the installments towards the Purchase Price for the ultimate sale of the said Apartment as mentioned hereinabove and the Allottee/s/Purchaser/s duly observing all the terms and conditions, contained herein. Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of said Apartment on the aforesaid date, if the completion of Building in which the said Apartment/unit is situated is delayed on account of:-
- (a) non-availability of steel, cement, other Building material or labour at market competitive prices; and/or
 - (b) non-availability / shortage of water or electric supply; and/or;
 - (c) war, civil commotion, strikes of workmen or labourers or other persons, transport strike, terrorist attack or an act of God, irresistible force or reasons beyond the control of or unforeseen by Promoters; and/or lockdown or any restrictions imposed by the State or Central Government.

- (d) any legislation, notice, order, rule, circular, notification of the Government and/or other public or other competent authority or court or injunction or stay or prohibitory orders or directions passed by any court, tribunal, body or authority; and/or
- (e) delay in issuing any permission, approval, NOC, sanction and/or Building occupation certificate and/or completion certificate by the concerned authorities; and/or
- (f) delay in securing necessary permissions or occupancy certificate from the competent authorities or water, electricity, drainage and sewerage connections from the appropriate authorities, for reasons beyond the control of the Promoters; and/or
- (g) force majeure or any other reason (not limited to the reasons mentioned above) such as pandemic, epidemic, etc. beyond the control of or unforeseen by the Promoters, which may prevent, restrict, interrupt or interfere with or delay the construction of the Building including the said Apartment; and/or
- (h) other force majeure and vis major circumstances or conditions including but not limited to the inability to procure or general shortage of energy, labour, equipment, facilities, materials or supplies, failure of transportation, strikes, lock outs, action of labour unions or other causes beyond the control of or unforeseen by the Promoters or their agents; and/or
- (i) any other forces or reasons beyond the control of the Promoters.

7.2 For the purpose of this Agreement this expression "force majeure" shall include any natural calamity, landslide, strikes, terrorist action or threat, civil commotion, riot, crowd disorder, lockdown, labour unrest, invasion, war, threat of or preparation of war, fire, explosion, storm, flood, earthquake, subsidence, structural damage, pandemic, epidemic or other natural disaster, calamity or changes in law, regulations, rules or orders issued by any Court or Government authorities or any acts, events, restrictions beyond the reasonable control of the Promoters.

8. PROVISION OF DEFAULT IN PAYMENT OF CONSIDERATION:-

- 8.1 If the Promoters fail to abide by the time schedule for completing the project and handing over the said Apartment/unit to the Allottee/s/Purchaser/s, the Promoters agree to pay to the Allottee/s/Purchaser/s, who does not intend to withdraw from the project, interest at the rate as specified in the RERA / Rules thereunder, on all the amounts paid by the Allottee/s/Purchaser/s, for every month of delay, till the handing over of the possession. The Allottee/s/Purchaser/s agree to pay to the Promoters, interest as specified in the Act/Rule, on all the delayed payments which become due and payable by the Allottee/s/Purchaser/s to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee/s/Purchaser/s to the Promoters.
- 8.2 Without prejudice to the right of Promoters to charge interest in terms of sub clause 8.1 above, on the Allottee/s/Purchaser/s committing default in payment on due date of any amount due and payable by the Allottee/s/Purchaser/s to the Promoters under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s/Purchaser/s committing three defaults of payment of installments, the Promoters shall at his own option, may terminate this Agreement. Provided that, the Promoters shall give notice of fifteen days in writing to the Allottee/s/Purchaser/s, by Registered Post AD at the address provided by the Allottee/s/Purchaser/s and mail at the e-mail address provided by the Allottee/s/Purchaser/s, of his/her/ their/its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s/Purchaser/s fail/s to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, the Promoters shall be entitled to terminate this Agreement.
- 8.3 Upon termination of this Agreement in terms hereof, the Promoters shall be at liberty to dispose of and sell the said Apartment and covered car parking space to such person and at such price as the Promoters may in its absolute discretion think fit. As a consequence of the termination of

this Agreement, the Promoters shall refund to the Allottee/s/Purchaser/s only the amount paid by the Allottee/s/Purchaser/s (and not anything more than that) within a period of thirty days of termination subject to the following deductions towards adjustment and recovery of agreed liquidated damages:

- (a) 15% of the Purchase Price (which is to stand forfeited by M/s. Sai Krupa Developers upon termination of this Agreement);
- (b) the taxes and outgoings, if any, due and payable by the Allottee/s/Purchaser/s in respect of the said Apartment upto the date of termination of this Agreement;
- (c) processing fee and brokerage paid, if any etc. in respect of the said Apartment;
- (d) the amount of interest payable by the Allottee/s/ Purchaser/s to the Promoters in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid;
- (e) in the event, the resale price of the said Apartment to a prospective Allottee/s/ Purchaser being less than the Purchase Price mentioned herein, the amount of such difference; and
- (f) the costs incurred by the Promoters in finding a new buyer for the said Apartment/unit.
- (g) Pre-EMI Interest, if any, paid by the Promoters to Banks/Financial Institution on behalf of Allottee/s/Purchaser/s under particular Scheme.
- (h) The Promoters shall not be liable to pay to the Allottee/s/Purchaser/s any interest on the amount so refunded.

8.4 Any payment/s made by the Allottee/s/Purchaser/s to the Promoters shall be first appropriated towards interest and the balance, if any, towards the principal sums of the installments of the said Purchase Price and/or any other outstanding dues. The balance amount(s) due and payable by the Allottee/s/ Purchaser/s under this Agreement, whether as installments of Purchase Price or otherwise, shall continue to attract interest as agreed above.

8.5 The amount so refunded by the Promoters to the Allottee/s on termination shall be deemed to have been duly received by the Allottee/s on the Promoters sending cheque/Demand Draft to the Allottee/s by way of registered AD on the address provided by the Allottee/s under this Agreement, notwithstanding the Allottee/s does not accept the cheque/DD or does not deposit the same in the bank.

9. **DETAILS OF FIXTURES AND AMENITIES:-**

9.1 The fixtures, fittings and amenities to be provided by the Promoters in the said building and the said Apartment hereby agreed to be sold are those that are set out in **ANNEXURE "H"** annexed hereto. The Allottee/s/Purchaser/s agree that, in the event there is an uncertainty about the availability of fixtures, fittings or amenities or the materials required to be provided either in terms of quantity and/or quality and/or delivery and/or for any other reason beyond the control of the Promoters, the Promoters shall be entitled to change the fixtures, fittings and amenities to be provided in the said Apartment/Unit. In such circumstances, Promoters shall substitute the fixtures, fittings and amenities without any approval of or notice to the Allottee/s/Purchaser/s in as much similar specification and/or quality as may be available and required during the stage/time of the construction in order to enable the Promoters to offer at the earliest/on time the possession of the said Apartment / Unit to the Allottee/s/Purchaser/s as agreed under this Agreement. The Allottee/s/Purchaser/s agree not to claim any reduction or concession in the Purchase Price and/or in the amounts payable under this Agreement on account of any change or substitution in the fixtures, fittings or amenities provide by the Promoters.

9.2 All materials including tiles, marble, granite, timber etc., contain veins and grains with tonality differences and though the Promoters shall pre-select such materials for installation in the Project, their non-conformity, natural discolouration or tonal differences at the time of installation is unavoidable and the Promoters shall not be responsible and/or liable for the same and the Allottee/s shall not raise any claim(s) against the Promoters in this regard.

10. PROCEDURE FOR TAKING POSSESSION:-

10.1 The Promoters, upon obtaining the occupancy certificate from the SRA/MCGM and the payment made by the Allottee/s/Purchaser/s as per the agreement shall offer in writing the possession of the Apartment, to the Allottee/s/Purchaser/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/Purchaser/s. The Promoters agree and undertake to indemnify the Allottee/s/ Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee/s/Purchaser/s agree(s) to pay the maintenance charges as determined by the Promoters or association of Allottee/s/Purchaser/s, as the case may be. The Promoters on its behalf shall offer the possession to the Allottee/s/Purchaser/s in writing within 7 days of receiving the occupancy certificate of the said building.

10.2 The Allottee/s/Purchaser/s shall take possession of the Apartment within 15 days of the written notice from the Promoters to the Allottee/s/ Purchaser/s intimating that the said Apartments are ready for use and occupancy. The Allottee/s/Purchaser/s further agree/s that till the Allottee/s/Purchaser/'s share is so determined the Allottee/s/Purchaser/s shall pay to the Promoters provisional monthly contributions of Rs._____/ - (Rupees _____ Only) per month towards the outgoings. The amounts so paid by the Allottee/s/Purchaser/s to the Promoters shall not carry any interest and remain with the Promoters, subject to the provisions of section 6 of the said Act. The aforesaid deposits (less deductions provided for this agreement) shall be paid over by the Promoters to the society. The Allottee/s/Purchaser/s undertake/s to pay such provisional monthly contribution and such proportionate share of outgoings together with the GST, taxes thereon, regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

10.3 The Allottee/s/Purchaser/s shall check up all the fixtures and fittings in the said Apartment/Unit before taking possession of the same. At the

time of taking possession of the said Apartment/Unit, the Allottee/s/ Purchaser/s shall bring to the attention of the Promoters any defects in completion of the said Apartment/Unit, in absence whereof, the Promoters shall be deemed to have presumed that the Allottee/s /Purchaser/s is fully satisfied with the completion of the said Apartment in all respect as being in accordance with the terms, conditions and stipulations of this Agreement for Sale and acknowledge the same in writing to the Promoters. Thereafter, the Allottee/s/ Purchaser/s shall have no claim against the Promoters in respect of any item of work in the said Apartment or in the said Building or on the said Property which may be alleged not have been carried out and/or completed and/or being not in accordance with the plans, specification and/or this Agreement and/or otherwise howsoever in relation thereto.

10.4 It is also understood and agreed by and between the parties hereto that the terrace space in front of or adjacent to the terrace Unit/s in the said building, if any, on it being allotted by Promoters shall belong exclusively to the respective Unit Allottee/s of the terrace Unit and such terrace spaces are intended for the exclusive use of the respective terrace Allottee/s.

11. FAILURE OF ALLOTTEE/S/PURCHASER/S TO TAKE POSSESSION OF APARTMENT:-

Upon receiving a written intimation from the Promoters as per clause 10.1, the Allottee/s/Purchaser/s shall take possession of the said Apartment/unit 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 said Apartment to the Allottee/s/Purchaser/s. In case the Allottee/s/Purchaser/s fail/s to take possession within the time provided in clause 10.1 such Allottee/s/Purchaser/s shall continue to be liable to pay maintenance charges as applicable.

12. DEFECT LIABILITY OF PROMOTER:

12.1 If within a period of five years from the date of handing over the said Apartment to the Allottee/s/Purchaser/s or from the date of

Occupation Certificate, whichever is earlier, the Allottee/s/Purchaser/s brings to the notice of the Promoters any structural defect in the said Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, subject to Sub Clause ___herein below, wherever possible such defects shall be rectified by the Promoters at his own cost and in case it is not possible to rectify such defects, then the Promoters shall arrange to value the damage with his consultant and contractors and the Allottee/s/Purchaser/s shall be entitled to receive from the Promoters, compensation for such defect in the manner as shall be valued by the said consultants/contractors.

- 12.2 However, it is clarified that if the defect has arisen due to result of any unlawful construction or changes in the said Apartment/Unit, carried out by the Allottee or by Organisation of Allottee/s of the building or as a result of non- maintenance of the said building or said Apartment/Unit, then in such event the Promoter shall be absolved from such liability.
- 12.3 As also if such defects are occurred due to some act or omission or alteration or tampering or addition on the part of the Allottee/s or in the event the Allottee/s carries out or causes to carry out any renovations and/or furniture work and/or work of the revamping / reinstallation/installation of any fixtures and fittings in the said Flat Premises on his own in any manner whatsoever and due to this any harm, damage, loss, injury arises or occurs in the said Flat Premises or any part thereof, or to the adjoining Flat Premises, the Promoters shall not be responsible and/or liable and the Promoters shall be completely absolved from any defect liability that may be brought by the Allottee/s.
- 12.4 The Allottee/s shall also be liable and responsible to take care that there are no additions, alterations, modifications of permanent nature which may in any manner violate the sanctioned plans or permissions which may be granted or which may have already been granted by Municipal Corporation of Greater Mumbai (MCGM)/SRA in respect of the project, failing which, the Allottee/s shall alone be responsible and liable to face the consequences

under the laws of the land, and the Promoter shall not be required to deal with the same or any part of the said responsibilities of the Allottee/s in any manner whatsoever

13. USER OF APARTMENTS:-

The Allottee/s/Purchaser/s shall use the said Apartment or any part thereof or permit the same to be used only for purpose of or for which Plans are sanctioned. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

14. MEMBERSHIP OF ORGANIZATION OF ALL ALLOTTEE/S /PURCHASER/S:-

14.1 Upon the said building being completed in all respect, the Promoters shall form a Society/ Ultimate Organization of all the Apartment/ Unit Purchasers of the free sale building as per the provisions of law.

14.2 Upon payment of the total consideration amount and all the amounts payable under this Agreement and after the Allottee/s/Purchaser/s has/have been put into vacant and peaceful possession of the said Unit/Apartment, the Promoters shall cause the said Society or the Organisation of all the Units/Apartments' Allottee/s/ Purchasers to admit the Allottee/s/Purchaser/s (to be formed as provided in clause 22(e) herein) as its Member upon application to be made by the Allottee/s/Purchaser/s and upon payment of the prescribed application fees and admission fees, the said Society shall admit the Allottee/s/Purchaser/s as its member issuing 5 fully paid up shares of the said Society. The Allottee/s/Purchaser/s, however, thereafter shall abide by the rules and regulations of the said Society from time to time. The Allottee/s/Purchaser/s agree/s to sign all necessary application forms and all other papers and undertaking required to be submitted to the said Society for being admitted as its Member.

15. ALLOTTEE/S/PURCHASER/S TO PAY OUTGOINGS AND MAINTAINANCE :-

15.1 Within 15 days after notice in writing is given by the Promoters to the Allottee/s/Purchaser/s that the Apartment/Unit is ready for use and occupancy, the Allottee/s/Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s

namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the management is handed over to the Society, the Allottee/s/Purchaser/s shall pay to the Promoters such proportionate share of outgoings as may be determined. The Allottee/s/Purchaser/s further agree/s that till the Allottee/s/Purchaser/s' share is so determined the Allottee/s/Purchaser/s shall pay to the Promoters provisional monthly contribution of Rs._____/ - (Rupees _____ Only) per month towards the outgoings along with additional subletting charges at 10% of this amount if and when the premise is sub-let. The amounts so paid by the Allottee/s/Purchaser/s to the Promoters shall not carry any interest and remain with the Promoters until management is handed over to the said Society. Subject to the provisions of section 6 of the said Act, on such Conveyance, the aforesaid deposits (less deduction provided for this agreement) shall be paid over by the Promoters to the society.

15.2 The Allottee/s/Purchaser/s hereby agrees and undertakes to pay his proportionate share in the maintenance charges for gardens, lobbies, stair case, elevators, fire escapes, main entrance and exits of the building, common parking areas, fitness centre, installation of central services such as power light, air conditioning, society office and all other common amenities and facilities in the project as shall be intimated by the Promoters or Society. It is clarified that the Allottee/s/Purchaser/s and upon registration of Organisation of Unit Purchasers the following maintenance charges shall be borne and paid by the Allottee/s/Purchaser/s and Organisation of the Unit Purchasers:

- a. AMC of lifts
- b. Wear and tear charges
- c. Electricity Charges
- d. Security charges
- e. Other miscellaneous charges

Without prejudice and subject to the approval by the clients and unless executed the same is not binding.

- f. Sweeper & cleaning charges
- g. Lift work maintenance
- h. Water charges
- i. Common area light fittings
- j. Tile cracking / breaking for the parking Ground/Stilt/Podium floors.
- k. Security cabin and ancillary wear and tear –, sliding gates, entrance gates, light fittings.
- l. Wear & tear of concrete paving due to excessive heat variations.
- m. Paving blocks or chequered tile settling due to usage beyond prescribed users.
- n. Painting wear and tear by and user.
- o. Electronic fittings for security purposes – CCTV, intercom etc.
- p. Handrails loosening due to improper use
- q. Fire equipments maintenance and servicing
- r. Transformer servicing
- s. All products that require maintenance and servicing
- t. Landscape maintenance and watering of landscape elements
- u. Regular cleaning of flooring and decorative elements in a project.
- v. Common fittings: doors, windows, seating, parking covers
- w. Water cleaning appliances where regular servicing is required
- x. Loose furniture provided by the Promoters
- y. Wear and tear as per orientation of the building where more damage is likely to happen due to climate conditions.
- z. Regular wear and tear of play equipments and play area.
- aa. Fading of colour due to climate
- bb. Fading and damage to flooring and equipments due to external weather.
- cc. Storm water drains, gutter cleaning, rain water recharge pits cleaning, bore well maintenance.
- dd. Damage due to insects and rats and rodents infection
- ee. Improper handling of equipments by persons appointed by Society

16. OTHER MISCELLANEOUS PAYMENTS:-

16.1 The Allottee/s shall on or before delivery of possession of the said premises keep deposited with the Promoters, the following amounts:

Without prejudice and subject to the approval by the clients and unless executed the same is not binding.

- ii) Rs.600/- towards share money, application & entrance fee;
- iii) Rs.5,000/- being his/her/their share of costs, charges and expenses for and incidental to formation and registration of the Society;
- iv) Rs.10,000/- being minimum amount towards deposit for electrical and water connections, meters etc. to the said Premises and the said building;
- v) Rs.5,000/- towards the costs of setting up sub-stations in the said Land;
- vi) Rs.10,000/- for legal charges of this Agreement;
- vii) Rs.18,000/- towards miscellaneous expenses and other services;
- viii) Rs.10,000/- towards legal charges for the lease/conveyance to be executed in the favor of the Society. The Stamp duty and/or registration charges and any out of pocket charges for the same will be borne and paid by the Society/Allottee/s;
- ix) Rs._____/ - as development charges;
- x) Rs.10,000/- against interior work to be refunded at the time of Lease, provided that the Developers are not compelled to carry out any repair work on account of damage due to the interior work carried out by the Purchaser/s and not repaired by the Purchaser/s
- xi) GST or as may be payable on this transaction/ Agreement.

[Total **Rs.**_____/ - (**Rupees** _____ **Only**)]

16.2 The Allottee is informed and is agreeable that unless and until all the amounts payable by him/her to the Promoters hereunder (including the amounts referred to in Clauses 2, 12 and 13) are paid, the Allottee shall neither have any right nor claim possession of the said Apartment/unit nor have any right against the Allottee or be entitled to become a member of the Society.

16.3 The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Allottee on account of the amounts referred herein in this clause No. 15 and such amounts shall be spent only for the purposes for which they have been received.

16.4 The Promoter is entitled to spend, utilise etc. the aforesaid amount in such manner as agreed, and the unspent balance, if any, in the

amounts mentioned in this clause, shall be transferred to the Society's Account at an appropriate time and on the project being completed.

16.5 It is further clarified that the list of charges mentioned hereinabove is only indicative and also not exhaustive and the Allottee agrees to pay to the Promoters such other and further charges as the Promoters may indicate.

17. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS:-

The Promoters hereby represents and warrants to the Allottee/s/Purchaser/s as follows:-

- i) The Promoters have clear and marketable title with respect to the project land, as declared in the Title Report annexed to this Agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii) The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii) The Promoters have disclosed and the Allottee/s /Purchaser/s hereby agree, accept and confirm that the Promoters shall be entitled to raise finance from any Financial institutions on the project land and their unsold Apartments and shall disclose to the Allottee/s/Purchaser/s of such finance and unsold Apartments. Such Apartments shall be sold by the Promoters with intimation of the finance raised to the prospective Allottee/s/Purchaser/s of such Apartments;
- iv) There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed herein and in the title report;
- v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the

competent authorities with respect to the Project, project land and said building 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, project land, Building and common areas;

- vi) The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s/Purchaser/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 project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee/s /Purchaser/s under this Agreement;
- viii) At the time of handing over management to the said Society the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the said Society;
- ix) The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s/Purchaser/s in the manner contemplated in this Agreement;
- 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 Promoters in respect of the project land and/or the Project except those disclosed in the title report.

18. COVENANTS OF THE ALLOTTEE/S/PURCHASER/S:-

18.1 The Allottee/s/Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoters as follows :-

- i) To maintain the Apartment/Unit at the Allottee/s/Purchaser/s' own cost in good and tenantable repair and condition from the date that of possession of the Apartment/Unit is taken and shall not do or suffer to be done anything in or to the building in which the Apartment/unit is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment/Unit is situated and the Apartment/Unit itself or any part thereof without the consent of the local authorities, if required.
- ii) Not to store in the Apartment/Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment/Unit is situated or storing of which goods is objected by the concerned 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/Unit is situated, including entrances of the building in which the Apartment/Unit is situated and in case any damage is caused to the building in which the Apartment/Unit is situated or the Apartment/Unit on account of negligence or default of the Allottee/s/Purchaser/s in this behalf, the Allottee/s/Purchaser/s shall be liable for the consequences of the breach.
- iii) To carry out at his own cost all internal repairs to the said Apartment/Unit and maintain the Apartment/Unit in the same condition, state and order in which it was delivered by the Promoters to the Allottee/s /Purchaser/s and shall not do or suffer to be done anything in or to the building in which the Apartment/Unit is situated or the Apartment/Unit 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/s/Purchaser/s committing any act in contravention of the above provision, the

Allottee/s/Purchaser/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/Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment/Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment/Unit is situated and shall keep the portion, sewers, drains and pipes in the Apartment/Unit 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/Unit 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/Unit 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 project land and the building in which the Apartment/Unit 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/Unit in the compound or any portion of the project land and the building in which the Apartment/Unit is situated.
- vii) He/she/it/they is/are not an undesirable element and/or will not cause nuisance and/or cause hindrances in the completion of the development of the Said Property and/or anytime thereafter and will not default in compliance with the terms of this Agreement including making any payments
- viii) Pay to the Promoters within seven days of demand by the Promoters, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity

or any other service connection to the building in which the Apartment/Unit is situated.

- ix) 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/Unit by the Allottee/s/Purchaser/s for any purposes other than for purpose for which it is sold.
- x) The Allottee/s/Purchaser/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment/Unit until all the dues payable by the Allottee/s/Purchaser/s to the Promoters under this Agreement are fully paid up.
- xi) The Allottee/s/Purchaser/s shall observe and perform all the rules and regulations of the Society, which shall be formed and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartment/Units therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s/Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/ Federation regarding the occupancy and use of the Apartment/Unit in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xii) The Allottee/s/Purchaser/s shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings / project land or any part thereof to view and examine the state and condition thereof.

- xiii) The Allottee/s/Purchaser/s has/have entered into this Agreement after having read the contents hereof and appraising himself about the same having understood the provisions hereof.
- xiv) The Allottee/s/Purchaser/s is made aware of the fact that the said building is deficient in open space and MCGM will not be held liable for the same in future. Further the Allottee/s/Purchaser/s hereby agrees and records his consent / no objection for the neighborhood development with deficient open space in future and that the Allottee/s/purchaser will not hold the SRA/MCGM liable for the Proposed inadequate / sub-standard sizes of rooms in future. The Allottee/s/purchaser is further put to the notice about the inadequate maneuvering space of car parking and no complaint shall be made to SRA/MCGM in this regard.
- xv) The Allotees/s/ Purchaser/s is also made aware of the fact that :
 - (i) That the buyers/members are aware about inadequate size of W.C. and toilet in some of the shops as well as Residential units.

19. SEPARATE ACCOUNTS:-

The Promoters shall maintain a consolidated account of all the deposits collected from the buyers of various Apartment/Units in the said Building and of all deposits paid and expenses incurred therefrom. The Promoters are authorized to utilize the said deposits for the purposes for which they have been received. The Promoters shall not be liable to render any individual account of the amounts collected or disbursements made in respect of each separate Apartment/Unit notwithstanding any excess/ deficit collection from any particular buyer of the Apartment/Unit in respect of his/her Apartment/Unit. In the event, any shortfall arises then the Allottee/s/ Purchaser/s and/or the said Society and/or the said Organisation and/or the Apex/ Federal Organisation/s,, shall be individually and collectively liable to pay to the Promoters such amount as may be determined by the Promoters at their sole discretion. At the time of registration of conveyance of the building, the Allottee/s shall pay to the Promoters, his/her share of stamp duty and registration charges payable, by the said Society on such conveyance or any

document or instrument of transfer in respect of structure of the said Building/ wing of the Building.

20. DELAY OR INDULGENCES:-

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

21. ESSENCE OF CONTRACT:-

The Allottee/s/Purchaser/s shall pay the amounts mentioned herein, including the various Installments on their respective due dates, without fail and without any delay or default, as time in respect of the said payment, is The Essence Of The Contract. The Promoters will forward to the Allottee/s/Purchaser/s intimation of the Promoters having carried out the construction at the address given by the Allottee/s /Purchaser/s, under this Agreement and the Allottee/s/Purchaser/s shall be under obligation to pay the amount of installments, within seven days of demand by the Promoters dispatching the intimation under certificate of posting or in any other manner, at the address of the Allottee/s/Purchaser/s as given in these presents. The Promoters shall keep a certificate of their Architects, certifying that the Promoters have completed the work and such Certificate will be open for Inspection by the Allottee/s/Purchaser/s at the Office of the Promoters, which shall be binding on the Allottee/s/ Purchaser/s.

22. LIABILITY OF ALLOTTEE/S/PURCHASER/S TO PAY ALL STATUTORY DUES:-

22.1 By reason of the Promoters having agreed to sell the said Apartment/Unit to the Allottee/s/Purchaser/s, if any statutory dues become payable by the Promoters or the Allottee/s/Purchaser/s including GST or otherwise, the same shall be paid by the Allottee/s/Purchaser/s within 7 days from the demand being raised by the Promoters as a part of this Agreement.

22.2 The Allottee/s is also made aware of the fact that the said building is deficient in open space and MCGM/SRA will not be held liable for the same in future. Further the Allottee/s hereby agree and record his consent or no objection for the neighborhood development with deficient open space in future and that the Allottee/s will not hold liable the MCGM for the Proposed inadequate / sub-standard sizes of rooms in future. The Allottee/s is further put to the notice about the inadequate maneuvering space of car parking and no complaint shall be made to MCGM with this regard.

23. DISCLOSURES BY PROMOTERS:-

23.1 The Allottee/s/ Purchaser/s hereby declares that before the execution of this Agreement, the Promoters have made full, free and complete disclosure and the Allottee/s/Purchaser/s have taken full, free & complete inspection of particulars and disclosure of the following:-

- i. Nature of Promoters' right and title to the said property described in the Fifth Schedule hereunder written as also copies of the various permissions granted as mentioned in the Title Certificate of the Promoters annexed hereto along with all relevant papers and proceedings mentioned therein.
- ii. IOA, CC and all plans and specifications duly approved and sanctioned by SRA to be built upon the said property;
- iii. Nature and particulars of fixtures, fittings and amenities to be provided in the building to be constructed on the said property;
- iv. All particulars of design and materials to be used in construction of the building on the said property;
- v. The various amounts that are to be paid inter alia towards the ground rent, revenue assessment, Development/ betterment charges municipal and other taxes and water and electricity charges, including water deposit and electricity deposits and corpus fund or other deposits levied from time to time and as are for the time being in force.

- vi. The Promoters have informed the Allottee/s and the Allottee/s hereby agree/s, confirm/s and declare/s or otherwise empower/s, the Promoters as follows:
 - vii. The Promoters shall be entitled to sell Units for being used as Commercial, Business, Professional, Bank, Dispensary, Consulting Rooms, Nursing Home, Coaching Classes, Fitness Centre and such other purpose or purpose as may be permitted by the Law for the time being in force. The Allottee/s shall not object to such use of the Units for such purpose and this clause shall be binding upon the society or the condominium to be formed of the various unit Allottee/s;
 - viii. The Allottee/s/Purchaser/s hereby declares that after reading and having understood the contents of the aforesaid documents and all the disclosures made by the Promoters as aforesaid, as well as the terms and conditions hereinafter mentioned, the Allottee/s/Purchaser/s with full knowledge thereof have entered into this Agreement.
- 23.2 The Promoters have informed the Allottee/s/Purchaser/s and the Allottee/s/Purchaser/s hereby agree/s, confirm/s and declare/s or otherwise empower/s, the Promoters, as follows:-
- i) 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/Unit or of the said property and Building/s or any part or portion thereof. The Allottee/s/ Purchaser/s shall have no claim save and expect in respect of the said Apartment/Unit hereby agreed to be sold to him/ her/ them and all open spaces, lobbies, staircases, terraces, recreation spaces, etc. shall remain the property of the Promoters until the said property and/or the said building/s is/are conveyed in favour of the said Society or Condominium or Limited Company Condominium or Limited Company as the case may be, subject to the Promoters reserving such rights in the said property in favour of the Promoters as may be available/ outstanding at the time of execution of the Conveyance.

- ii) For all or any of the purposes mentioned herein under and/or under this Agreement, the Promoters shall be entitled to keep and/or store any construction materials on any part or portion of the said property and/or to have additional Electricity Supply and/or additional Water Supply and for the purpose of construction, to do all such further acts, deeds, matters and things, as may be necessary. In such an event, the Allottee/s/Purchaser/s shall not take any objection or otherwise, on the ground of any nuisance, noise and/or shall not claim any easement rights and/or any other rights, in the nature of easement or prescriptive or other rights of any nature whatsoever. The Allottee/s/ Purchaser/s directly and/or indirectly, shall not do any act, deed, matter or a thing, whereby the Promoters may be prevented from putting any such additional and/or new construction and/or shall not raise any objection and/or obstruction, hindrance or otherwise. The said act by the Allottee/s/Purchaser/s shall be construed as breach of this agreement.
- iii) While fixing the consideration of the said Apartment/Unit, proper consideration and due care and caution is taken of various powers or authorities mentioned herein, given by the Allottee/s/Purchaser/s to the Promoters.
- iv) The Promoters shall engage the service of the interior design architect to design (i) Floor finish, (ii) Wall Finish and (iii) Ceiling with only the basic lighting points (excluding the fixtures). It is clarified that no furniture, loose items, designer light fittings, designer MDF boards on walls, carpentry or any interior element would be provided in any of the Apartments/Units. The Apartment/Unit shall be finished as per the specifications mentioned herein (subject to any brand changes as may be finalized by the said interior design firm), to which the Allottee/s consents and agrees not to raise any objection in that regard. The cost for any other services procured/provided to the Allottee/s in respect of design of interior spaces shall be borne and paid by the Allottee/s alone.

24. ADDITIONAL FACILITIES IN PROJECT:-

The Promoters, if permitted by SRA and if it is feasible, shall provide a Fitness Centre. The Promoters shall also provide an Office area as per the Rules and Regulations of SRA, if possible, for the purpose of the user of the same by the ultimate Organization of the Apartment Allottee/s/Purchaser/s of the said building for the benefit of the proposed Organization. It is clarified that if the Promoters so desire the said Fitness Centre will be opened to occupants of the said building "**Skylon Suburbia**", however, on such terms and conditions as the Promoters may deem fit and proper, however, at the Promoters discretion the Promoters may handover the management thereof to the Managing Committee of the proposed Organization of Apartment Allottee/s/Purchaser/s of the said Building on such terms and conditions as the Promoters may deem fit and proper.

25. **RIGHT TO SUBDIVIDE THE SAID LARGER PROPERTIES AND/OR TO AMALGAMATE THE SAID LARGER PROPERTIES WITH THE ADJOINING PROPERTIES:**

25.1 The Promoters will be entitled, if they so desire, to amalgamate the said larger Properties with any one or more of the adjoining properties and to utilize the development potential, thereof whether as FSI or TDR or by whatever name called, inter alia, on the said Properties and also to subdivide the said larger Properties and/or subdivide such amalgamated property and to submit or amend the said Building and/or layout plans as may be permitted by the concerned authority or required by the MCGM/SRA and the other concerned authorities.

25.2 The Promoter has brought to the notice of the Allottee/s and the Allottee/s are aware that the said larger Properties may be notionally divided by the Promoter into various smaller plots for the effective development of the said larger Properties consisting of various buildings and different schemes of the layout. The Allottee/s are also aware that the Promoter shall be consuming the full development potential in the form of FSI available at present as well as in future in relation of the Land on which said Building/Wing is being constructed as well as the total area of the said larger Properties on the basis of single and/or more layout as may be approved. It has also been brought to the notice of the Allottee/s that the FSI consumed in the said Building/Wing has no

relation with the area of the plot on which the said Building/Wing is constructed.

26. TRANSFER IN FAVOUR OF ULTIMATE ORGANIZATION OF ALL ALLOTTEES AND RIGHTS OF PROMOTERS:

26.1 The Promoters intend to form a separate Society for the free sale Building "**Skylon Suburbia**" comprising of Wings 'A', 'B', 'C' and 'D' to be constructed in "**Skylon Suburbia**" Project. The Allottee/s along with other Allottee/s of Units in the said building shall join in forming and registering the society to be known by such name "**Skylon Suburbia** CHS LTD" or as the Promoters may decide and for this purpose from time to time sign execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the society or Condominium 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 Promoters within 7 days of the same being forwarded by the Promoters to the Allottee/s, so as to enable Promoters to register the organisation of the Allottee/s under section 10 of the said Act within the time limit prescribed by Rule 8 of the Maharashtra Ownership Flats (Regulation of the promotion of construction, sale, management and Transfer Rules, 1964. No objection shall be raised by the Allottee/s if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-Operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

26.2 Only on completion of the Project and on the Promoters consuming the full permissible F.S.I. available in respect of the said larger properties and on completion of both the phases and the entire project, the Promoters will convey the rehab building and proportionate land beneath the rehab building to the Rehab SRA Society-Phase II and the Promoters will convey the Free sale building and proportionate land beneath the said free sale building to the ultimate Organization of Unit Allottee/s of the free sale building and if the Conveyance is being executed prior to Promoters consuming the full permissible FSI available the Promoters hereby reserve their right to exploit the F.S.I. not consumed on the said Layout of Larger Properties. There shall a notional boundary between the rehab building

and the free sale building and both the buildings shall have the right to use and enjoy prorata share in common amenities on the said Property within their respective boundary. The Allottee hereby agrees and confirms that he shall not raise any dispute, in any manner whatsoever, in respect of the area to be conveyed to the ultimate organization. The Allottee/s confirm/s that the Promoters are and shall be entitled to the said larger properties and all the benefit arising there from and have agreed only to sell the said Unit being subject matter of this Agreement and the Allottee's rights are restricted to the said Unit notwithstanding any statutory rights and if any, the Allottee/s hereby waive/s all such rights. It is further agreed that in the event of the Allottee/s disputing or challenging the rights of the Promoters then in such case the Promoters shall have right to terminate this Agreement notwithstanding the fact that the Allottee/s has/have paid the full consideration amount and/or has/have been put into possession of the said Unit. The Promoters shall incorporate requisite covenants, reserving the rights of the Promoters therein as mentioned in this agreement in the Deed of Conveyance executed in favour of the said Society/Ultimate Organization reserving/retaining their rights in the said larger properties for the aforesaid purpose and the Allottee/s hereby accord their specific consent for the same.

26.3 The Allottee/s are aware that the said Property on which the said Building/Wing is being constructed forms a part of the larger Properties agreed to be developed by the Promoters and it is comprising of various buildings on the entire Land. The Promoters, if required, shall be entitled to form and register the Society separately for each wing in the said Building. In view of the said entire area being a large property the individual Societies in the said Project shall not be entitled to have custody or possession of any title deeds as they will be common or inter related. The title deeds shall always remain with the Promoters and/or with such Society having property largest in value in the said Project. The individual Society shall however be entitled to a covenant for production of title deeds from the Promoters or the Organisation whoever is in possession of the original of the title deeds and the true copies of the title deeds that are in possession of the Promoters and the cost and expense thereof will be borne and paid by the Organisation requiring it.

26.4 All unsold units, open/covered garages, car parking spaces, open space, podium, space under and over the podium, basement space under stilt and other premises and spaces in the said Wing and/or the said Building which are proposed presently and/or which may be proposed in future shall belong to and owned by the Promoters and/or their nominees only and they will have sole and exclusive rights and authority to allot, alienate or dispose-off the same on such terms and conditions as they may like to any party and receive an appropriate consideration received thereof and the Allottee/s will have no objection to the same and the Allottee/s do hereby consent to what is stated above and the Allottee/s agree and undertake not to claim any abatement in the price or concession or rebate or compensation or damages.

26.5 The Promoters intend to and may retain for themselves the remaining space/s in the said Building to be constructed in the said Project and may not sell to others and may let/lease out or give on leave and license basis, some or even substantial number of space/s in the said Wing and/or the said Building or buildings, as the case may be. The Promoters shall not be liable to pay non-occupancy charges thereof to the said Organisation and/or any other organisation/s.

27. RIGHTS OF DISPLAY:-

27.1 The Promoters will, at all times, be entitled to install the logos and/or name boards and/or put-up advertisement boards/ hoarding etc. of the Promoters and/or their affiliates (hereinafter referred as "**the displays**") with various devices (including electronic, laser and neon signs) in one or more places in the said Building therein including, on open space/s, the terraces and/or any parts of the said Building if it so desires at its own costs and expenses. The Promoters and/or their Group Companies will not be liable to make any payment of any nature to Allottee/s/Purchaser and/or the occupant/s of the other Apartment/Units in the said Building and/or the said Organisation in respect of the displays.

27.2 The Allottee/s and the occupant/s of the other space/s in the said Wing and/or the said Building and the said Organisation and/or any other organisation/s, as the case may be, shall not change or remove the

displays and/or communication equipment so installed under any circumstances and shall give to the Promoter and the assignees of the said rights, all necessary co-operation for enabling them to install, maintain repair, change and operate the display/communication equipment, as the case may be, and exploit the said rights including by use of the limited common areas and facilities of the said Wing and/or the said Building for ingress and egress to and from the area in which such displays or communication displays are installed and shall ensure that no damage is done to the display and/or communication equipment and that no obstruction or hindrance is caused in the operation thereof. The Conveyance or any other document/s of transfer, to be executed as hereinabove mentioned, shall contain appropriate provisions in respect of the said rights. The Allottee/s expressly consent/s to the same.

- 27.3 The aforesaid right shall continue to subsist even after the said larger Properties is conveyed and the same shall be incorporated in the Conveyance Deed. The Promoters or their nominees & assignees shall always be exclusively entitled to the income that may be derived by display of such advertisement at any time hereafter. The Allottee/s herein shall not be entitled to any abatement in price of the said or object to the same for any reason whatsoever and shall allow the Promoters, their agents, servants etc. to enter into the said larger Properties and the said Building and the said Wing including the terrace and other open spaces in the said Building including the said Wing for the purpose of putting and or preserving and/or maintaining and/or removing and/or replacing the advertisement and/or hoardings and/or Cell Phone antenna.

28. **COMMON AREAS AND AMENITIES:-**

The use and enjoyment of the common service amenities and other amenities including the said infrastructure/common facilities shall be mutatis mutandis to the ownership of the said Apartment/Unit by the Allottee/s/Purchaser/s and his/her/its bona fide family members to the end and intent that:

- i. As and when the said Apartment/Unit is sold or transferred, the use and enjoyment of the common service amenities and other

amenities including the said infrastructure/common facilities shall automatically stand transferred to the new Allottee/s/purchaser(s) of the said Apartment/Unit and the Allottee/s/Purchaser/s' rights to the access, usage and enjoyment of the common service amenities and other amenities including the said infrastructure/ common facilities shall automatically stand extinguished;

- ii. The Allottee/s/Purchaser(s) shall not be entitled to separate or segregate or retain for himself the use and enjoyment of the common service amenities and other amenities including the said infrastructure/common facilities and/or decline or refuse to transfer to the new Allottee/s /Purchaser/s the benefit thereof along with the sale and transfer of the said Apartment/Unit to such Allottee/s/Purchaser/s;
- iii. If the TATA Limited / Adani Electricity Mumbai Ltd. or any other local body or authority requires a substation to be put on the stipulated property, the costs, charges and expenses of the land and structure thereof shall be borne and paid by all the Apartment/Unit Allottee/s /Purchaser/s in the said building including the Apartment/Unit Allottee/s/Purchaser/s herein in proportion with the area of their respective Apartment/Unit.

29. The Promoters hereby declare that:-

- (a) The Building/s shall be constructed in accordance with the plans and specifications approved and sanctioned and the Plans as shall be sanctioned by the SRA and all other concerned authorities, consuming F.S.I. credit or T.D.R., fungible FSI, Fungible FSI of Phase I, protected FSI and/or outside F.S.I.;
- (b) That the common areas and facilities (if any) shall be as set out in the Seventh Schedule hereunder written;
- (c) The Apartment/Unit is intended and shall be used for residential use only and the Allottee/s/Purchaser/s undertakes that the said Apartment/Unit shall not be used by the Apartment/Unit Allottee/s/Purchaser/s for any other purposes whatsoever.

- (d) The Promoters shall upon completion of the building/s and the project in all respect cause the Owners to execute Deed of Conveyance in favour of the said Society/Organization or Condominium/Limited Company as mentioned in clause _____ herein above.

30. REPRESENTATION & AGREEMENT OF ALLOTTEE/S/PURCHASER/S:-

30.1 The Allottee/s/Purchaser/s hereby agree/s and admit/s having taken inspection of all the documents required to be given by the Promoters under the provisions of the RERA and hereby agrees and confirms that the Promoters shall have irrevocable rights for the purposes setout herein below and the Promoters shall be entitled to exercise the same as if the Allottee/s/Purchaser/s has / had given the prior written consent to the Promoters as required under the said Act and said Rules and with a view to remove any doubts the Allottee/s/Purchaser/s hereby confer/s upon the Promoters the right and authority for the purposes set out herein below:

- (a) Without modifying the plan of the said Apartment/Unit the Promoters shall be entitled to amend, modify and/or vary the layout plans/ building plans and/or sub division plan and also the specifications in respect thereof
- (b) The Promoters shall be entitled to consume T.D.R. available from any sources on the said property and the larger Properties and shall for the purpose be entitled to amend, alter or modify the sanctioned plans. However, the Promoters shall not modify or alter the plan of the Apartment/Unit agreed to be purchased by the Apartment/Unit Allottee/s/Purchaser/s.
- (c) To avail of all the benefits attached to the said Property/Larger Properties, the Promoters shall be entitled to put up any construction in the Open Space/RG area/ Recreational open space or as may be permissible by SRA/MCGM.
- (d) The Promoters shall be entitled to consume such F.S.I. as may be available in respect of the said property or any part thereof or otherwise or Larger Properties on the said property at present or in

future and for the purposes of consuming such balance and/or additional F.S.I. to construct extensions and/or additional floors as the Promoters may think fit and proper.

- (e) The Allottee/s/Purchaser/s and/or the Society or Association of the Allottee/s/Purchaser/s of all the Apartment/Units shall not raise any objection on any ground as to the Promoters' rights reserved.
- (f) The Promoters shall be entitled to raise the additional floors and/or construct the adjacent Wings to the said building as the Promoters may think fit and proper even though the Promoters might not have got the Plans sanctioned for the same at the time of execution of this Agreement and shall have full authority to get the Plans sanctioned and construct additional floors/ adjacent wings and the Allottee/s/ Purchaser/s hereby accords his /her/their/its irrevocable consent for the same.

31. FIRST CHARGE AND LIEN OF PROMOTERS:-

- 31.1 The Promoters shall have first lien and charge on the said Apartment/Unit agreed to be acquired by the Allottee/s/Purchaser/s in respect of all the amounts payable by the Allottee/s/Purchaser/s under the terms and conditions of this Agreement.
- 31.2 Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of the agreement or any forbearance or giving of time to the Allottee/s/Purchaser/s by the Promoters shall not be construed as a waiver or acquiescence on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this agreement by the Allottee/s/Purchaser/s and shall not in any manner prejudice the rights of the Promoters.
- 31.3 The Allottee/s/Purchaser/s hereby gives his/her/ their consent and covenant/s, agree/s and undertake/s to sign such consent letters and other papers as may be required by the Promoters from time to time for availing the benefit of construction of the additional floors area and / or structures as per the rules and regulations of the local authority.

32. INTERIM MANAGEMENT:-

In the event of the management of the said property being handed over to the Society before the sale and disposal of all the Apartment/Units, parking spaces, by the Promoters in the said building/s in the said property, the power and authority of the said Society shall be subject to the overall control and authority of the Promoters in respect of any of the matter concerning the said property and/or the said building, the construction and completion thereof and all the amenities appertaining to the same and in particular the Promoters shall have absolute authority and control as regards the unsold Apartment/Units, parking spaces and the disposal thereof and the consideration for which the same shall be disposed-off. It is further agreed that the Allottee/s/Purchaser/s of the said unsold Apartment/Units shall be admitted as members of the Society without levy of any premium or transfer fee. The Society in such event will only be entitled to levy share subscription amounts and membership application fee.

33. **FACILITY MANAGEMENT**

- a) Notwithstanding the other provisions of this Agreement, the Promoter shall be entitled to nominate any one or more persons ("**Facility Management Agency**") to manage the operation and maintenance of the said Building, common amenities, common areas, facilities and infrastructure on the said Land or any portion thereof after the completion of the development of the said Building or as may be determined by the Promoter in its sole discretion. The Promoter shall have the authority and discretion to negotiate with such Facility Management Agency and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/them. The cost incurred in appointing and operating the Facility Management Agency shall be borne and paid by the Allottee and/or occupants of the said Building including the Allottee on a pro rata basis, as part of the development and common infrastructure charges referred to herein. Such charges may vary and the Allottee agrees that he shall not raise any dispute regarding the appointment of any Facility Management Agency by the Promoter for any of the buildings that may be constructed on the Free Sale Land and including the said Building or towards the maintenance charges determined by

such agency. It is agreed and understood by the Allottee that the cost of maintenance of the said Building and the said Land and other common areas, facilities and infrastructure in the Free Sale Land shall be borne and paid by only the Allottee and other Purchasers /occupants on a pro-rata basis; The Allottee agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter and/or the Facility Management Agency, including without limitation, payment of the Allottee's share of the service charges that may become payable, from time to time. The Allottee is aware that the Promoter is not in a business of providing services proposed to be provided by the Facility Management Agency. The Parties hereto agree that the Promoter is not and shall not be responsible or liable in connection with any defect or the performance or non-performance or otherwise of the services provided by the Facility Management Agency.

- b) The Allottee hereby agrees to pay his share of costs, charges, expenses and fees payable for the said services to the Promoter or the Facilities Management Agency as the case may be. Thereafter, the Society of Apartment Allottee/s shall enter into Maintenance and Service Agreement with the Promoter and/or the said Facilities Management Agency appointed by the Promoter for Maintenance and Services in the said Building for such fees and on such terms and conditions as may be agreed upon. This condition is the essence of this Agreement.
- c) The Allottee states that it is in his/her/its/their interest to help the Facility Management Agency in effectively keeping the Apartment and the said Building secured in all ways. The Allottee hereby agrees and accepts that for security reasons, the Facility Management Agency shall be at liberty to enforce a framework of guidelines to be followed and observed by the occupants/visitors to the same Building. However, it has been made clear to the Allottee that the entire internal security of the said Apartment shall be sole responsibility of the Allottee/ occupant and the Promoter or the Facility Management Agency shall not be responsible for any theft, loss or damage suffered by the Allottee/ occupant.

34. STAMP DUTY AND REGISTRATION CHARGES:-

- 34.1 The Allottee/s/Purchaser/s shall bear and pay requisite stamp duty on this agreement in accordance with the provisions of Maharashtra Stamp Act and shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act and forthwith inform the Promoters to attend such office and admit execution thereof.
- 34.2 Subject to the provisions of this Agreement, the Promoters shall be entitled to sell, assign, transfer or otherwise deal with their rights and interest in the said property or in building/s to be constructed thereon. Provided that in such event, the Allottee/s/Purchaser/s herein and/or Assign/s of the Promoters, shall continue to be bound in all respects by the terms and conditions set out in this Agreement.
- 34.3 The Promoters may complete the said building/s or any part thereof or floor and obtain part occupation certificate thereof and give possession of the Apartment/Units therein to all the members/ acquirers /occupants of such Apartment/Unit and the Allottee/s/Purchaser/s herein shall have no right to object to the same and will not object to the same and the Allottee/s/Purchaser/s hereby give/s his specific consent to the same. If the Allottee/s/ Purchaser/s take/s possession of the said Apartment/Unit in such part completed and/or floor or otherwise the Promoters and/or its Agents or Contractors shall be entitled to carry on the remaining work including further and additional construction work in the said property including the building in which the said Apartment/Unit is situated. The Allottee/s/Purchaser/s hereby grant/s full rights to the Promoters to construct additional floors or structures in the manner the Promoters deem fit including by availing full benefits of the FSI presently available or shall be made available in future in and over the said property in the manner the Promoters deem fit. The Allottee/s/ Purchaser/s is/are aware that such construction may cause inconvenience to the Allottee/s/Purchaser/s, and agrees and assures to the Promoters that the Allottee/s/Purchaser/s shall not protest, object to or obstruct the execution of such work nor the Allottee/s/Purchaser/s shall be entitled to any compensation and/or damage and/or claim and/or to complain for any inconvenience and/or

Without prejudice and subject to the approval by the clients and unless executed the same is not binding.

nuisance which may be caused to him/her or any other person/s. The Allottee/s/Purchaser/s shall co-operate with the Promoters in further construction at the said property.

34.4 In the event of the society being formed and registered before the sale and/or disposal by the Promoters of all the Apartment/Units, stilts and other spaces, gardens, terraces, compounds and car parking space in the said building and in the compound, the power and authority of the society or of the Apartment/Unit holders and the Allottee/s/Purchaser/s and other spaces and car parking spaces, shall be subject to the overall authority and control of the Promoters in respect of any of the matters concerning the said building the construction and completion thereof and all amenities pertaining to the same and in particular the Promoters shall have absolute authority and control as regards the unsold/ unassigned Apartment/Unit, stilt, compounds, other spaces, hoardings and car parking spaces and the disposal thereof. The Promoters shall be liable to pay only the Municipal taxes, at actual (after deducting the vacancy allowances, etc.) in respect of the unsold Apartment/Units, hoarding spaces and/or unallotted/ unassigned car parking spaces. In case the management of the Building is handed to the co-operative society before the disposal of all the Apartment/Units by the Promoters, then and in such an event, the Promoters shall join in as the Promoters/members in respect of such unsold Apartment/Unit & Car parking space and as and when such Apartment/Units & Car parking space are sold to the persons of the choice and at the discretion of the Promoters, the co-operative society shall admit as members the Allottee/s/Purchaser/s of such Apartment/Unit without charging any premium or any other extra payment and they shall have same rights, benefits and subject to the same obligations, as those of the other Allottee/s/Purchaser/s without any reservation or conditions or any other payments save and except normal Entrance Fee, Share Money and other Moneys Paid by all the Allottee/s/Purchaser/s, at the time of formation of the Society and handing over the management.

36. **PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE AGAINST THE SAID APARTMENT/UNIT:-**

36.1 After the Promoters execute this Agreement he shall not mortgage or create a charge on the Apartment/Unit and if any such mortgage or

charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s/Purchaser/s who has taken or agreed to take such Apartment/Unit/Unit.

- 36.2 The Promoters propose to avail financial assistance from banks, institutions and other persons, inter alia, against security of the said Property and/or construction thereon. It is hereby expressly agreed, clarified and understood that so long as it does not prejudice the rights created in favour of the Allottee/s/Purchaser(s) under this Agreement in respect of the said Apartment/Unit, the Promoters shall be absolutely, irrevocably and unconditionally entitled to and have the right to create charges or liens, encumber, mortgage, sell, assign, transfer, dispose of, or otherwise deal with in any manner howsoever all or any of their rights, benefits, interest, privileges, and/or claims including development rights in respect of the said Property or construction thereon of any part or parts thereof, without any notice to the Allottee/s/Purchaser/s and the Allottee/s/Purchaser/s have given and granted their specific, full, free, unqualified and irrevocable consent to the Promoters to do so. As part of such arrangement by the Promoters all or any of the responsibilities and/or obligations of the Promoters may be shifted or transferred to any other person or persons. All such arrangements by the Promoters shall be binding on the Allottee/s/ Purchaser/s. The Promoters undertake to clear the aforesaid encumbrances, if any, and the Promoters shall indemnify and keep the Allottee/s/Purchaser/s fully indemnified against all claims of any nature whatsoever that may be made against the Allottee/s/Purchasers by virtue of any encumbrances created as aforesaid. The Promoters agree that the Allottee/s/Purchaser/s shall be entitled to raise necessary finance/ housing loan and avail such loan against the security of the said Apartment/Unit. However, it will be the sole responsibility of the Allottee/s /Purchaser/s to repay the said loan and the Allottee/s/Purchaser/s hereby undertake to indemnify and keep indemnified and harmless the Promoters from any claim or demand, loss arising from the same.

37. BINDING EFFECT:-

Without prejudice and subject to the approval by the clients and unless executed the same is not binding.

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

38. **ENTIRE AGREEMENT:-**

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment/Unit/ plot/building, as the case may be.

39. **RIGHT TO AMEND:-**

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

40. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/S/ PURCHASER/S/ SUBSEQUENT ALLOTTEE/S/ PURCHASER/S:-**

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/Purchaser/s of the said

Without prejudice and subject to the approval by the clients and unless executed the same is not binding.

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

41. **SEVERABILITY:-**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as being 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.

42. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:-**

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

43. **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 carry out the objective as contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

44. **PLACE OF EXECUTION:-**

The execution of this Agreement shall be complete only upon its execution by the Promoters through its authorized signatory at the Promoters' Office, or at some other place, which may be mutually agreed between the Promoters and the Allottee/s/Purchaser/s, in Mumbai after the Agreement is duly executed by the Allottee/s/Purchaser/s and the Promoters or

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simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai.

45. The Allottee/s/Purchaser/s and/or Promoters shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.
46. That all notices to be served on the Allottee/s/Purchaser/s and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s/Purchaser/s or the Promoters by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:-

The Allottee/s / Purchaser/s:

Notified Email ID: _____

The Promoters:-

**M/s. SAI KRUPA DEVELOPERS,
105, New Krishna Niwas, Above Vasai Vikas Sahakari Bank,
Roshan Nagar, Off. Chandawarkar Lane,
Borivali (West), Mumbai – 400 092,
Notified Email ID: harish.chheda@yahoo.com**

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

47. **JOINT ALLOTTEE/S/PURCHASER/S:-**

That in case there are Joint Allottee/s/Purchaser/s all communications shall be sent by the Promoters to the Allottee/s/Purchaser/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/Purchaser/s.

48. **THE DISPUTE RESOLUTION:-**

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

49. **GOVERNING LAW:-**

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

50. **OVERALL CONTROL OF PROMOTERS:-**

50.1. Before the sale and disposal by the Promoters of all the Apartment/Units in the said building, the power and authority of the said Society shall always be subject to the overall authority and control of the Promoters in respect of any of the matters concerning the said Building, the construction of additional floors thereon and all amenities pertaining to the same and in particular the Promoters have the absolute authority and control as regards all the unsold Apartment/Units in the said Building and the disposal thereof. The Promoters shall be liable to pay the municipal taxes at actual only in respect of the unsold Apartment/Units and other premises. In such case, the Promoters shall join in as the member in respect of such unsold Apartment/Units and as and when such Apartment/Units are sold to the persons of the Promoters' choice, the said Society shall be bound to admit such Allottee/s/Purchasers as members without charging any premium or other extra payment or transfer charges.

50.2. The Society shall not issue Share Certificate to any Allottee/s/Purchaser/ member without obtaining the No Objection Certificate from the Promoters certifying that the Promoters have no outstanding/dues pending on any account to be received from the Allottee/s/ purchaser/member and remaining unpaid. If the said Society issues Share Certificate to any Allottee/s/ purchaser/ member

without adhering to or abiding by the aforesaid condition, the said Society shall itself be responsible and liable to pay such amounts due and payable, if any, by such Allottee/s/purchaser/ member to the Promoters.

- 50.3. The Promoters may opt (but shall not be bound) to become and continue to be the member of the said Society in respect of their right and benefits conferred/ reserved herein or otherwise entitled to in whatsoever manner. If the Promoters transfer assign and/or dispose of such rights and benefits at any time to anybody, the assignee, transferee and/or the buyers thereof, shall if necessary become the members of the said Society in respect of the said rights and benefits. The Allottee/s /Purchasers herein and the said Society, as the case may be, will not have any objection to admit such assignees or transferees as members of the said Society and the Allottee/s/Purchasers do hereby give their specific consent to them being admitted.
51. All documents necessary for the formation and registration of the said Organisation shall be prepared by Advocates & Solicitors of the Promoters. All costs, charges and expenses, including stamp duty, penalties and registration charges, in connection with the preparation, stamping and execution of such documents shall be borne and paid in proportion by all the Allottee/s of the said Building. The Promoters shall not be liable to contribute anything towards such costs, charges and expenses and the proportionate share of such costs, charges and expenses payable by the Allottee/s shall be paid by them to Promoters immediately on demand.
52. If any GST is payable or any other tax/liability/ levy/ cess on account of this transaction arises now or in future, the same shall be paid and discharged by the Allottee/s /Purchasers alone and the Promoters shall not be liable to contribute anything on that account. The Allottee/s/Purchaser/s shall also fully reimburse the expenses that may be incurred by the Promoters in consequences upon any legal proceedings that may be instituted by the authorities concerned against the Promoters or vice versa on account of such liability.

53. This Agreement contains the whole agreement between the parties in respect of the subject matter of this Agreement and shall not be modified (whether by alteration addition or omission) otherwise than by writing and duly signed by both the parties. This Agreement constitutes the entire agreement between the parties and there are no promises or assurances or representations, oral or written, express or implied other than those contained in this Agreement.
54. The Allottee/s/Purchaser/s hereby declare/s that he/she/ they/it has gone through this Agreement and all the documents related to the said Property and has expressly understood the contents, terms and conditions of the same and the Promoters have entered into this Agreement with the Allottee/s/Purchaser(s) relying solely on the Allottee/s/ Purchaser agreeing, undertaking and covenanting to strictly observe, perform, fulfill and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on part of the Allottee/s/Purchaser(s) to be observed, performed and fulfilled and complied with and therefore, the Allottee/s /Purchaser hereby agree/s, undertake/s and covenant/s to indemnify, save, defend and keep harmless at all times hereafter, the Promoters and their successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Allottee/s/Purchaser/s.
55. Each party hereto shall from time to time upon the reasonable request and cost of the other party execute any additional documents and do any other acts or things which may be reasonably required to give effect to the terms hereof.
56. All costs, charges and expenses including stamp duty and registration charges of this Agreement shall be borne and paid by the Allottee/s/Purchaser/s. The Allottee/s /Purchaser/s are fully aware of the

provisions of the applicable Stamp Act as amended from time to time. If any stamp duty over and above the stamp duty already paid on this Agreement including the penalty, if any, is required to be paid or is claimed by the Superintendent of Stamps or concerned authority, the same shall be borne and paid by the Allottee/s/Purchasers alone. The Allottee/s/Purchaser/s shall indemnify the Promoters against any claim from the stamp authorities or other concerned authorities in respect of the said stamp duty including penalty if any to the extent of the loss damage that may suffered by the Promoters. The Allottee/s/Purchaser/s shall also fully reimburse the expenses that may be incurred by the Promoters in consequence of any legal proceedings that may be instituted by the authorities concerned against the Promoters or vice-versa on account of such liability. The Promoters have informed the Allottee/s/Purchaser/s that this Agreement has to be registered within 4 months of execution, or within successive 4 (four) months (on payment of requisite penalty by the Allottee/s/Purchaser/s).

57. The Allottee/s/Purchaser/s hereby declares that he/she/it/they are resident Indians and are entitled to acquire the said Apartment/Unit in accordance with the provisions of the Foreign Exchange Management Act, 1999. It is abundantly made clear to the Allottee/s/Purchaser/s that if the Allottee/s/Purchaser/s is a Non-Resident Indian / foreign national of Indian origin, in respect of all remittances, acquisitions / transfer of the said Apartment/Unit, it shall be his/her/their/its sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Allottee/s/Purchaser/s understands and agrees, that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/they/it alone shall be liable for any action under the Foreign Exchange Management Act, 1999, or any other statutory

modifications or re-enactments thereto the Promoters accepts no responsibility in this regard and the Allottee/s/Purchaser/s agrees to indemnify and keep the Promoters indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.

58. Any provision of this Agreement which is prohibited, unenforceable or is declared or found to be inoperative, void or illegal by a court of competent jurisdiction, shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. If any such invalidity substantially affects or alters the commercial basis of this Agreement, the parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same economic or commercial effect as the original provisions and terms of this Agreement.
59. The Allottee hereby indemnifies and keeps indemnified, saved, defended and harmless the Promoters against any or all demands, notices, claims, actions, proceedings, losses, damages, expenses, costs or other liabilities incurred or suffered by the Promoters from or due to any breach by the Allottee of any of its covenants, representations and warranties under this Agreement or due to any act, omission, default on the part of the Allottee in complying/ performing his/her/their obligations under this Agreements.
60. The show flat constructed by the Promoters and all furniture, items, electronic goods, amenities etc. displayed therein, and any marketing material including sales brochures/e-brochures, models, photographs, videos, illustrations, wall through, etc. provided to the Allottee/s or made available for the Allottees/s' viewing were merely an artists impression and creative imagination and shall not constitute a representation or warranty or declaration by the Promoters or any of its agents/employees/representatives and the Allottee/s shall not be entitled to make any claim upon the Promoters with respect to any item/

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component/facet that is not specifically agreed to be provided by the Promoters to the Allottee/s under this Agreement. This Agreement fully supersedes and replaces any previous agreements concerning the said Premises and said car parking space/s between the parties hereto.

61. Save and except as may be specifically mentioned herein, this Agreement supersedes all documents and writings whatsoever (if any) executed or exchanged by and between the parties hereto prior to the execution hereof. The parties hereto hereby confirm, agree and acknowledge that this Agreement represents and comprises the entire agreement between them in respect of the subject matter hereof.

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

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

THE FIRST SCHEDULE ABOVE REFERRED TO
(THE FIRST PROPERTY)

ALL THAT piece and parcel of land bearing Survey No. 78(Pt.) corresponding to C.T.S. No. 180, 180/1 to 7, 181, 181/1 to 3, 182, 182/1 & 2, 183, 183/1 to 7, 184(pt), 184/1 to 21, 185, 185/1 to 10, 186, 186/1 to 5, 188, 188/1 to 9, 189, 189/1 to 8, 190, 190/1 to 3, 191, 191/1 to 3, 192, 192/1 to 10, 200, 200/1 to 4, 201, 201/1 to 9, 202, 202/1 to 11, 203, 203/1 to 6, 204, 204/1 to 5, 205, 205/1 to 20, 206, 206/1 to 15, 207, 207/1 to 7, 208, 208/1 to 5, 209, 209/1 to 18, 210, 210/1 to 3, 211, 211/1 to 5, 212, 212/1 to 11, 213, 213/1 to 11, 214, 214/1 to 7, 215, 215/1 to 9, 216, 216/1 to 4, 217, 217/1 to 6, admeasuring 7480 sq. mtrs. situated, lying and being at Village Malad (North), Taluka: Borivali in Mumbai Suburban District

Without prejudice and subject to the approval by the clients and unless executed the same is not binding.

THE SECOND SCHEDULE ABOVE REFERRED TO
(THE SECOND PROPERTY)

ALL THAT piece and parcel of land bearing C.T.S. No. 187, 187/1 to 17, 194, 194/1 and 2, 195, 195/1 to 5, 196, 196/1 to 3, 197, 197/1 to 3, 198, 198/1 to 3, 199, 199/1 to 4 and 184(pt), admeasuring 1496 sq. mtrs. situated, lying and being at Village Malad (North), Taluka: Borivali in Mumbai Suburban District.

THE THIRD SCHEDULE ABOVE REFERRED TO
(THE THIRD PROPERTY)

ALL THAT piece and parcel of land bearing C.T.S. No. 193, 193/1 to 13, admeasuring 235.4 sq. mtrs. situate, lying and being at Village Malad (North), Taluka: Borivali in Mumbai Suburban District.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

ALL THAT piece and parcel of land bearing C.T.S. No. 180, 180/1 to 7, 181, 181/1 to 3, 182, 182/1 & 2, 183, 183/1 to 7, 184(pt), 184/1 to 21, 185, 185/1 to 10, 186, 186/1 to 5, 187, 187/1 to 17, 188, 188/1 to 9, 189, 189/1 to 7, 190, 190/1 to 3, 191, 191/1 to 3, 193, 193/1 to 13, 194, 194/1 & 2, 195, 195/1 to 5, 196, 196, 196/1 to 3, 197, 197/1 to 3, 198, 198/1 to 3, 199, 199/1 to 4, 200, 200/2, 200/3 (part and 200/4. admeasuring 4,140.60 sq. mtrs. – phase-1 includes D. P. Road area, plot area – 4,140.60 sq. mtrs., D. P. Road, 1,460.00 sq. mtrs., Net Plot area – 2,680.60 sq. mtrs.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

ALL THAT piece and parcel of land bearing C.T.S. No. 189/8, 192, 192/1 to 10, 200/1 & 3 (part), 201, 201/1 to 9, 202, 202/1 to 11, 203, 203/1 to 6, 204, 204/1 to 5, 205, 205/1 to 20, 206, 206/1 to 15, 207, 207/1 to 7, 208, 208/1 to 5, 209, 209/1 to 18, 210, 210/1 to 3, 211, 211/1 to 5, 212, 212/1 to 11, 213, 213/1 to 11, 214, 214/1 to 7, 215, 215/1 to 9, 216, 216/1 to 4, 217, 217/1 to 6 admeasuring 5,070.80 sq. mtrs.

Without prejudice and subject to the approval by the clients and unless executed the same is not binding.

THE SIXTH SCHEDULE ABOVE REFERRED TO :

Flat No._____ **admeasuring** _____ **Sq. Ft.** of carpet area (inclusive of enclosed balconies) equivalent to _____ **Sq. Mtrs.** on the _____ **Floor** in Wing “____” along with **one Car Parking Space**_____ of the said Building known as “**SKYLON SUBURBIA**” as shown in the floor plan thereof hereto annexed and marked as **Annexure ‘H’**, constructed on the said property more particularly described in the Fourth Schedule hereinabove written.

THE SEVENTH SCHEDULE ABOVE REFERRED TO:

The Staircase, staircase landings, lifts, lift-well, staircase entrance area, drainage line, suction tank, overhead tank, pump room, watchman cabin, compound wall, machine room, electric cabin fire fitting system, society office, fitness center will be covered in this common area and facilities.

It is further clarified that the open space, i.e. required land appurtenant to all surroundings of the building which is open to sky excluding garages portion covered, stilt, basement will not be covered under this definition.

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

Without prejudice and subject to the approval by the clients and unless executed the same is not binding.

SIGNED SEALED AND DELIVERED)

by the withinnamed “**THE PROMOTERS**”)

M/S. SAI KRUPA DEVELOPERS)

(PAN No. AAFFS 3096 K)

Through its Partner)
_____)

in the presence of)

1.

2.

SIGNED AND DELIVERED)

by the withinnamed “**ALLOTTEE/S**”)

MR./MRS./MESSRS_____)
_____)

PAN NO._____)

in the presence of)
_____)

1.)

2.)

Without prejudice and subject to the approval by the clients and unless executed the same is not binding.

RECEIPT

RECEIVED of and from the withinnamed Allottee/s the sum of **Rs.____/- (Rupees _____ Only)**detailed as under being the earnest/part consideration/full consideration money within mentioned to be paid by **ALLOTTEE/S** in favour of the Promoter as mentioned hereinabove on or before the execution of these presents:-

Sr. No.	Cheque No.	Date	Bank & Branch	Amount
			Total Rs.	

WE SAY RECEIVED
FOR SAI KRUPA DEVELOPERS

(Partner)
PROMOTERS

WITNESSES:

- 1.
- 2.