

Allotment of a unit in the building known as “Gilbird” Residential Complex (hereinafter referred to as the “Project”) on Sub-plot No.3 bearing CTS No. 278/3, at Gilbert Hill, Andheri (West), Mumbai (hereinafter referred to as the “Plot”).

Date: _____

To,

Sunteck Realty Limited
5th Floor, Sunteck Centre
Subhash Road, Vile Parle (East)
Mumbai- 400 057
(hereinafter referred to as the “**Company**”)

Dear Sir/s,

- a) I/We request that I/we may be provisionally registered / enrolled for a unit in the Project under your down payment / installments plan (hereinafter referred to as the “**Payment Plan**” as more particularly described in Schedule-I hereunder).
- b) I/We agree to sign and execute, as and when desired by the Company and as per the applicable laws for the time being in force including RERA, allotment/ agreement for sale/ or such other instruments/ documents (hereinafter referred to as the “**Definitive Agreement**”) in the form indicated by the Company.
- c) I/We remit herewith a sum of Rs. _____ (Rupees _____ Only) towards Principal amount and CGST and SGST by Cheque / Bank Draft / Pay Order deposited in such a bank as intimated by the Company (hereinafter referred to as “**Application Money**”) that may be apportioned towards the Consideration being not more than 10% of the consideration (*as more particularly defined in Clause 2 hereinafter*) of the unit in the Project upon acceptance of this Application.

Signature of First Applicant Signature of Second Applicant Signature of Third Applicant

d) In the event of the Company accepting this Application to provisionally register a unit in my/our name, I/we agree and undertake to pay the balance consideration / premium and all other amounts as may be stipulated in the Payment Plan as more particularly described in Schedule-I hereunder given to me/us by the Company and understood by me/us.

e) If however, I/we fail to:

i. Pay Rs. _____ (Rupees_____

_____) as per the Payment Plan and applicable taxes; this Application shall be deemed to have been abandoned by me/us and that the Company shall have a right to retain the Application Money paid by me/us towards liquidated damage and inconvenience compensation; and/or

ii. execute and register the Definitive Agreement within thirty (30) days from the date of receipt of the letter from the Company calling upon us to come forward for execution and registration thereof,

then the application shall be deemed to have been abandoned and pursuant to such abandonment of this Application, the Company shall have a right to retain the higher of (i) 10% of the Consideration (as defined herein after) along with brokerage at actual and taxes or (ii) all such losses and damages suffered in the sale of the Unit (as defined herein after) to the new purchaser, towards liquidated damage and inconvenience compensation.

f) The balance Consideration, if any, shall be refunded only after a new purchaser has been identified for the Unit (*as defined herein after*). However, I/we shall not have any right to any profits arising from the sale of the Unit (*as defined herein after*) to the new purchaser.

A. My/ Our particulars are given below for your reference and record.

Signature of First Applicant Signature of Second Applicant Signature of Third Applicant

1. PERSONAL DETAILS**1.1 SOLE OR FIRST APPLICANT**

Recent
Photograph

Mr./Ms./Mrs./M/s.	
son/wife/daughter of	
If the Applicant is a company, then provide Company Identification Number	
Age	
Profession/Service/Business	
No. of year in Profession/Service/Business	
Marital Status	
If married, no. of children	
Nationality	
Residential Status	Resident Indian /Non Resident Indian/Person of Indian Origin/ Foreign National
Income Tax Permanent Account No.	Ward/Circle/Special
Range and place where assessed to Income Tax	
Mailing Address	

Signature of First Applicant

Signature of Second Applicant

Signature of Third Applicant

Tel No.	
Mobile	
Fax No.	
e-mail	
Office Name & Address (in case of a Company please mention the registered office address and in the event of partnership concern please mention the principal place of business)	
Tel No.	
e-mail	

Signature of First Applicant Signature of Second Applicant Signature of Third Applicant

1.2 SECOND APPLICANT

Recent
Photograph

Mr./Ms./Mrs./M/s.	
son/wife/daughter of	
If the Applicant is a company, then provide Company Identification Number	
Age	
Profession/Service/Business	
No. of year in Profession/Service/Business	
Marital Status	
If married, no. of children	
Nationality	
Residential Status	Resident Indian /Non Resident Indian/Person of Indian Origin/ Foreign National
Income Tax Permanent Account No.	Ward/Circle/Special
Range and place where assessed to Income Tax	

Signature of First Applicant Signature of Second Applicant Signature of Third Applicant

Mailing Address	
Tel No.	
Mobile	
Fax No.	
e-mail	
Office Name & Address (in case of a Company please mention the registered office address and in the event of partnership concern please mention the principal place of business)	
Tel No.	
e-mail	

Signature of First Applicant

Signature of Second Applicant

Signature of Third Applicant

1.3 THIRD APPLICANT

Recent
Photograph

Mr./Ms./Mrs./M/s.	
son/wife/daughter of	
If the Applicant is a company, then provide Company Identification Number	
Age	
Profession/Service/Business	
No. of year in Profession/Service/Business	
Marital Status	
If married, no. of children	
Nationality	
Residential Status	Resident Indian /Non Resident Indian/Person of Indian Origin/ Foreign National
Income Tax Permanent Account No.	Ward/Circle/Special
Range and place where assessed to Income Tax	

Signature of First Applicant Signature of Second Applicant Signature of Third Applicant

Mailing Address	
Tel No.	
Mobile	
Fax No.	
e-mail	
Office Name & Address (in case of a Company please mention the registered office address and in the event of partnership concern please mention the principal place of business)	
Tel No.	
e-mail	

2. DETAILS OF UNIT REQUIRED

Unit No. _____ on _____ floor admeasuring approximately _____ square feet carpet area as per Real Estate (Regulation and Development) Act, 2016, (“**RERA**”) together with _____ (____) Car Parking Space/s in the ground/podium/stilt/open compound of the Building (hereinafter referred to as the “**Unit**”) in Wing _____ of the Building known as “Gilbird” (“**the said Premises**”) and more particularly described in the Schedule I for a total consideration of a sum of Rs. _____/- (Rupees _____)

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_____ only) (hereinafter referred to as “**Consideration**”) which is paid by the Applicant(s) as more particularly described in Schedule II hereunder.

3. **PAYMENT TERMS**

- a) The Consideration for the allotment of the said Unit as agreed between the parties is mentioned in Schedule II as described hereinafter.
- b) The Consideration is escalation-free, save and except the escalations/increases due:
 - i. 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.
 - ii. to an increase in the area of the said Unit, due to any variation and amendment of the said Unit if such variation increases by more than three percentage (3 %) of the allotted area of the said Unit.

For non-residents/ persons of Indian origin all remittances, acquisition/ transfer of the said Unit and compliance with the provisions of Foreign Exchange Management Act, 1999 or any other statutory enactments shall be their sole responsibility.

4. **RERA REGISTRATION**

- a) The redevelopment of the said Plot proposed by the Company, has been registered as a ‘real estate project’ with the Real Estate Regulatory Authority (“**Authority**”), under the provisions of Section 3, 4 and 5 of the RERA read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (“**RERA Rules**”) and the Regulations. The Authority has duly issued Certificate of Registration No.[P51800014646] dated [20th December, 2017]

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for the Project, and a copy of the RERA Certificate is annexed and marked as **Annexure “A”** hereto.

- b) The Applicant(s) have, prior to the date hereof, examined a copy of the RERA Certificate and have caused the RERA Certificate to be examined in detail by the Applicant(s) Advocates and Planning and Architectural consultants. The Applicant(s) have agreed and consented to the redevelopment of the said Plot, in the manner mentioned in the RERA Certificate. The Applicant(s) have also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and have understood the documents and information in all respects.

5. ALLOTMENT:

Allotment to Non Residents and Nationals of Indian Origin shall be subject to Indian Laws.

6. DECLARATION

- a) I/We the Applicant(s) do hereby declare that he/they is/are aware that the Plot is owned by the “Municipal Corporation of Greater Bombay Staff Gilbird Cooperative Housing Society Ltd.” (“said Society”) and is being redeveloped by the Company. I/We are aware that 48 residential flats in the said building will be allotted to the existing 48 members of the said Society being reserved for them and the remaining flats / units will be available to the Company for sale and disposal on ownership basis. The said building shall be constructed as per the plans and specifications sanctioned and approved by Municipal Corporation of Greater Mumbai (hereinafter referred to as “**MCGM**”) and is subject to changes. I/We undertake to abide and comply with the terms & conditions and rules & regulations as may be indicated / mandated by the MCGM.

Signature of First Applicant Signature of Second Applicant Signature of Third Applicant

- b) I/We the Applicant(s) do hereby declare that my/our application for Registration / Enrollment to the Company is irrevocable and that the above particulars/ information given by me/us are true and correct and nothing has been concealed there from. In case of any incorrect or misleading information provided by the Applicant(s), the Company shall be entitled to retain the amount deposited by the Applicant(s) and further demand for damages or loss due to such incorrect or misleading information and thereupon I/we shall have no claim over the said Unit or any part thereof.

7. SOCIETY MEMBERSHIP :

- a) The said Society shall enroll the new flat purchasers as members of the Society on such flat purchasers paying to the said Society the requisite amount towards share money and entrance fee and proportionate sinking fund deposit and the said Society will admit the said new flat purchasers as members of the Society on receipt of the requisite amount for membership.
- b) The Company may raise appropriate demand notices upon the Applicant(s) for the payment of the share money and entrance fees and other charges for the purpose of becoming members of the said Society. The Applicant(s) shall pay the same within 15 days of the date of such a demand notice.
- c) The Applicant(s) undertake(s) that he/she/it/they shall become a member of the said Society, and bear and pay all charges and expenses payable with respect to the same.

Yours faithfully,

Signature of Sole/First Applicant

Signature of Second Applicant

Date_____

Signature of Third Applicant

Place_____

Signature of First Applicant

Signature of Second Applicant

Signature of Third Applicant

B. BROAD TERMS AND CONDITIONS FOR PROVISIONAL ALLOTMENT OF A UNIT IN THE PROJECT

1. The contents of these presents shall super cede all other writings, brochures, leaflets and other sales materials and / or any other documents and shall be deemed as final and binding on the parties hereto
2. Further, the terms and conditions given below are only broad and indicative to enable the Applicant(s) to acquaint himself/ herself/ itself/ themselves with the terms and conditions as will be comprehensively and elaborately set out in the Definitive Agreement which, upon execution, shall supersede the terms and conditions set out herein below.
3. The Applicant(s) has/have made this application for registration/ Enrollment of a Unit with full knowledge of and subject to all the laws/ notifications and rules applicable in general and this Project in particular, which have been explained by the Company and understood by the Applicant(s).
4. The Applicant(s) has/have satisfied himself/herself/itself/ themselves about the interest and rights of the Company in the Plot on which the Unit(s) is/are being constructed and has/have understood all limitations and obligations in respect thereof. The Applicant(s) agree/s that there will not be any further investigations or objections by him/her/it/them in this respect.
5. The Applicant(s) has/have seen and accepted the plans, designs, specifications, amenities which are tentative and the Applicant(s) is/are making this Application with the full knowledge about the building plans, proposed specifications and location of the buildings, floor plans, unit(s) and other terms and conditions. However, the same are tentative and may be changed, altered, amended, modified, revised, added, deleted, substituted or recast as the Company may consider necessary or as directed

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by the competent authority and/or architect of the Company at any time after the building plans for the Project are sanctioned and till the grant of occupation certificate.

6. The Applicant(s) has/have also seen the specifications and information as to the materials to be used for the construction of the Unit which are also tentative AND THE Company may make such variations and modifications therein as it may deem fit and proper or as may be directed by any competent authority. Further, the Company shall have the right to effect such alterations in the layout plan of the building or block of buildings, if and when found necessary, which alterations may involve all or any of the following changes, namely, change in the position of Unit, change in the no. of the Unit/or change in its dimensions or change in the height, elevation or contractors of the building or change in its area or such other changes as it may be necessary without intimating the Applicant(s) in respect thereof and the Applicant(s) hereby give(s) his/her/its/their unconditional consent to such variations and modifications and the Applicant(s) shall not raise any dispute/claim against the Company in this regard. To implement any or all of the above changes, the Applicant(s) undertake(s) to execute supplementary agreement(s) or such other writings, if necessary, as may be indicated by the Company.
7. The Company shall be at the complete liberty to construct additional / reduce floors, wings; structures, change layout over the said plot / proposed buildings in order to consume the FSI ("**Floor Space Index**") available / purchased to the maximum potentials. Further, the Company shall have an irrevocable right and that the Applicant(s) hereby expressly consent and confirm that the Company will always be entitled to utilize , transfer , assign or dispose of in any other manner as it may deem fit, all FSI and/or Transferable Development Right ("**TDR**"), fungible FSI, and/or any other rights, benefits including floating rights which may be available on the said Plot or any other property or properties, as the case may be, and until the entire F.S.I. and/or TDR and/or fungible FSI and/or all other rights, benefits including floating

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rights which may be available on the said Plot and any other adjoining or other properties. It is agreed by the Applicant(s) that, the Applicant(s) have herein, given its free and irrevocable consent to make any such variations, alterations, amendments or deletions in respect of the construction plans and approvals of the said building, as demanded by the Competent Authority and/or as deemed fit by the Company. Further, the Company shall not require any further or other consent or concurrence in future and the Applicant(s) consents and confirmation herein shall be treated as an irrevocable no objection consent, and permission given by the Applicant(s), under sections 7 and 7A of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and Section 14 of RERA or any amendment shall be deemed to have been complied herewith.

8. In the event that the Applicant(s) withdraw its consent or in the event the validity of the same is challenged, then the amount of the Consideration shall automatically stand enhanced to include any direct and/or indirect loss, damage, claim, expenditure suffered by us due to such consent not being granted to the Company.
9. The Applicant(s) has/have been made aware that the Company is in process of obtaining various approvals as required for commencement of the Project. There may be delay in granting of such approvals by the statutory Authorities. The Applicant(s) hereby agrees, accepts and confirms that the Applicant(s) shall not hold the Company liable for such delay in obtaining approvals for the Project and the Applicant(s) will have no objection to the aforesaid delay in approvals.
10. The area of the Unit may vary due to the abovementioned changes, however only if such variation increases or decreases by more than three percentage (3%) of the allotted area of the said Unit, the Company shall obtain prior approval of the Applicant(s) for such increase/ decrease in area. Further, if there is any increase/decrease in the area as specified above, the rate per square foot and other charges will be applicable to the changed area i.e. at the same rate at which the Unit was booked and as a consequence of such reduction or increase in the area, the

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Company shall be liable to adjust / refund to the Applicant(s) without interest, only the extra price and other proportionate charges recovered or shall be entitled to recover from the Applicant(s), the additional price and other proportionate charges without interest, as the case may be. Further, the Company shall have a right to enter into such agreements and arrangements with government authorities and other persons (*including but not limited to incorporated entities*) for the purpose of redevelopment of the Project along with the benefit of full development potential as that may be applicable now or in future.

11. The Applicant(s) further agree(s) and undertake(s) to abide by all such terms and conditions that may be applicable to the Applicant(s) pursuant to any agreement or arrangement between the Company and government authorities and other persons (*including but not limited to incorporated entities*). The Applicant(s) has/have made the Application with full knowledge that the plans for the Building in which the Unit applied for will be located, are not yet sanctioned by the competent authority and that in case, for any reason(s), the same are not sanctioned or cancelled or revoked at any point of time during the construction, the Company shall refund all amounts received, without interest or penalty and that upon such refund, the Applicant(s) shall not have any further rights, claims etc, against the Company and that the Company shall be fully released and discharged from all its obligations and liabilities.

12. The Applicant(s) agree(s) that he/she/it/they shall pay the Consideration (*as defined in the Application Form*) for the Unit and other charges calculated on the basis of area, which is understood to include pro rata share of the common areas in the Project and proportionate share of the other common facility as provided/calculated by the Company, which may be located anywhere in the Project as indicated by the Company at the sole discretion of the Company.

The Applicant(s) shall pay directly, or if paid by the Company reimburse to the Company, on demand, Government rates, premium, GST, other taxes or cess, taxes of all and any kind by whatever name called, levy of proportionate development

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charges with regard to state/ national highways, transport, irrigation facilities and power facilities etc. whether levied or leviabale now or in the future on the said Project and/or the Plot upon which the Project is proposed to be constructed and/or the Unit, as the case may be assessable/applicable from the date of application of the Applicant(s) and the same shall be borne and paid by the Applicant(s).The Applicant(s) understand(s) that the prices given in the Payment Plan are inclusive of the External Development Charges (EDC), pro-rated per unit as applicable to this Project. In case of any upward revision thereof by the Government agencies in future, the same shall be recovered from the Applicant(s) on pro-rata basis.

13. The Applicant(s) agree(s) that out of the amount(s) paid/payable by him/her/it/them towards the sale price/premium, the Company shall treat ten percentage (10%) of the sale price/premium as earnest/booking money to ensure fulfillment by the Applicant(s) of the terms and conditions as contained herein and the Definitive Agreement.
14. The Applicant(s) shall enter into a separate Maintenance / Service / Facility Agreement to manage upkeep and maintain the said Building/Project where the Unit is located on such terms and conditions as may be provided by the Company in the Definitive Agreement.
15. The Applicant(s) shall pay, as and when demanded by the Company, the stamp duty, registration charges and all other incidental and legal expenses for execution and registration of the Definitive Agreement of the said Unit in favor of the Applicant(s) or such other document/s as advised, which shall be executed and got registered upon receipt of the full Consideration, other dues and the said charges and expenses, as may be payable or demanded from the Applicant(s) in respect of the said Unit allotted to him/her/it/them. Further, all taxes presently levied or leviabale in future by any Central, State or Local authority with regard to the transfer of the Unit in favour of the Applicant(s) shall be fully borne and paid by the Applicant(s) alone. In the event if the same is paid by the Company, the Applicant(s) shall immediately reimburse the entire

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amount so paid by the Company on behalf of the Applicant(s) without any protest or demur.

16. Time is the essence with respect to the Applicant(s)' obligations to pay the Consideration and all other amounts as may be stipulated in the Payment Plan along with other payments such as applicable stamp duty, registration fee and other charges that will be more specifically stipulated in the Definitive Agreement to be paid on or before due date or as and when demanded by the Company, as the case may be and also to perform or observe all other obligations of the Applicant(s) under the Definitive Agreement. It is clearly agreed and understood by the Applicant(s) that it shall not be obligatory on the part of the Company to send demand notices/reminders regarding the payments of the Consideration and all other amounts as may be stipulated in the Payment Plan to be made by the Applicant(s) or obligations to be performed by the Applicant(s).
17. In case of delay of 60 (sixty) days in making payment by the Applicant(s) to the Company as per the Payment Plan, the Company shall have the right, at its sole discretion, to terminate the Definitive Agreement and retain the Application Money. Without Prejudice to the rights of the Company under this Application and / or law, the Applicant(s) shall also be liable to pay interest at the State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum or as may be prescribed under the applicable law from the due date of installment payable as per the Payment Plan till the date of actual payment. Company shall also have a right to revise the rate of interest chargeable on the unpaid amount from time to time without seeking any approval from the Applicant(s).
18. In the event of failure to make such payments on the due date/s or on or before the expiry of the grace period as decided by the Company or in the event of request for cancellation of this Application by the Applicant(s) for whatsoever reason(s), the Company shall be entitled to terminate and or cancel this Application and forfeit 10%

Signature of First Applicant Signature of Second Applicant Signature of Third Applicant

of the Consideration, and refund to the Applicant(s) the balance Consideration of the Unit, without any Interest, costs after deducting charges or expenses of any nature whatsoever including but not limited to Brokerage charges and GST paid. Such refund shall be done only out of the sale proceeds arising out of the re-allotment / sale of the Unit to a third party.

19. However, the Company may in its sole discretion, waive its right to terminate the Allotment/ Definitive Agreement, and enforce all the payments and seek specific performance of the Definitive Agreement. In such a case, the Parties agree that the possession of the Unit will be handed over to the Applicant(s) only upon the payment of all outstanding dues, penalties etc., along with interest by the Applicant(s) to the satisfaction of the Company.
20. The Applicant(s) hereby authorize(s) and permit(s) the Company to raise finance/ loan from any financial institution/ bank by way of mortgage/ charge/ securitization of his/her/its/their respective Unit or the receivables, if any, accruing or likely to accrue there from, subject to the Unit being made free of any encumbrances at the time of execution of the Definitive Agreement in favor of the Applicant(s) or his/her/its/their nominee. The Company/Financial Institution/Bank shall always have the first lien/ pari passu charge on the said Unit for all its dues and other sums payable by the Applicant(s) or in respect of the loan granted for the purpose of the construction of the said Project.
21. The Applicant(s) hereby covenant(s) with the Company to pay, from time to time, and at all times, the amounts which the Applicant(s) is/are liable to pay as per the Payment Plan and to observe and perform all the covenants and conditions of this Application and to keep the Company and its agents and representative, estate and effects, indemnified and harmless against the said payments and observance and performance of the said covenants and conditions and also against any loss or damage that the Company may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions by the Applicant(s).

22. In no event, any part of Consideration amount or any other payment with regard to the purchase and transfer of the Unit shall not be accepted in Cash. Neither the Company nor its Management shall be liable or responsible for any payments made in cash by the Applicant(s) towards the Unit and the Company or its management hold no liability or obligation in respect of any such payments made in cash by the Applicant(s).
23. It is made abundantly clear that in respect of all remittances, acquisition/transfer of the Unit, it shall be the sole responsibility of an Applicant(s) who is a non-resident/foreign national of Indian origin to comply with the provisions of Foreign Exchange Management Act, 1999 (“**FEMA**”) or statutory enactment or amendments thereof and the rules and regulations of the Reserve Bank of India (“**RBI**”) or any other applicable law and provide the Company with such permissions, approvals which would enable the Company to fulfill its obligations under the Definitive Agreement. Any refund, transfer of security if provided in terms of the Definitive Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the rules and regulations of the RBI or any other applicable law. The Applicant(s) understand(s) and agree(s) that in the event of any failure on, his/her/it/their part to comply with the prevailing exchange control guidelines issued by the RBI; he/she/it/them shall be liable for any action under the FEMA, as amended from time to time. The Company accepts no responsibility in this regard and the Applicant(s) agree(s) to keep the Company fully indemnified from any harm or injury or loss caused to it for any reason whatsoever in this regard.
24. The Applicant(s) shall inform the Company, in writing, of any change in the mailing address mentioned in the Application failing which all demands, notices etc, by the Company shall be mailed to the address given in the application and shall be deemed to have been received by the Applicant(s). Any delay or default in this behalf on the part of the Applicant(s) will not concede any extension of time or excuse for the Applicant(s) non-payments or non-receipt of any letters/correspondences addressed to

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the Applicant(s). In case of joint Applicants all communication shall be sent to the first named Applicant(s) in the Application.

25. All the notices / communication to be served upon The Applicant(s) as contemplated under these presents shall be deemed to have been duly served , if the same is sent by Courier / Registered A.D. / Speed Post / hand to us at our address contained in these presents
26. The Applicant(s) agree(s) and undertake(s) that the Applicant(s) shall not sell, transfer, sub-lease, assign or part with his/her/their right, title, or interest, in the said Unit or parking space or any portion thereof, even after the allotment is made in his/her/its/their favour, till all his/her/their/its dues of whatsoever nature under this application and/or the Definitive Agreement are fully paid, However the Company in its sole discretion may permit such transfer prior to receipt of entire dues on such terms and conditions as it may deem fit with a right to transfer fee, and such other charges.
27. On payment of all dues as mentioned in clause 26 above the Applicant(s) shall have a right to sell, transfer, sub-lease, assign or part with his/her/their right, title, or interest, in the said Unit or parking space or any portion thereof and on obtaining a prior written approval for the same from the Company; for the purpose of permitting such sale, transfer, sub-lease, assignment, the Company shall have a right to receive transfer fee, and such other charges as may be stipulated by the Company, till the conveyance of the Project to the Society/Organisation formed.
28. The Applicant(s) specifically understand(s) that upon execution, the terms and conditions, as set out in the Definitive Agreement shall supersede the terms and conditions as set out herein.
29. For all intents and purposes and for the purpose of the terms and conditions set out herein, singular includes plural and masculine includes the feminine gender.

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30. Due to change/ amendment in the existing Laws, Acts, Rules or due to implementation/ enactment of any new laws/ rules by the local bodies, State Government, Central Government or by any competent authorities any term(s) and condition(s) contained in this letter becomes inoperative, illegal and non-est, then it is agreed and confirmed that, save and except the said term(s) and condition(s), the rest of the terms and conditions shall remain operative, legal, effective and binding on the parties hereto.
31. That the rights and obligations of the parties under or arising out of this Allotment Letter shall be construed and enforced in accordance with the laws of India for time being in force.
32. In the case of any dispute or differences or claims arising out of, or in connection with, or relating to this Allotment Letter, or in the interpretation of any provisions of this Allotment Letter, or the breach, termination or invalidity hereof and the respective rights and obligations of the parties (each, a “Dispute”), the Parties shall attempt to first resolve such Dispute or claim through mutual discussions and amicable settlement.
33. If such Dispute is not resolved through such mutual discussions within [30 (Thirty)] days after any Party has served a written notice on the other Party requesting the commencement of discussions, any Party may refer such Dispute to arbitration. The arbitration proceedings shall be under the Arbitration and Conciliation Act, 1996 and any statutory amendments/ modification thereto by a sole arbitrator who shall be mutually appointed by the Parties or if unable to be mutually appointed, then to be appointed by the Court. The decision of the Arbitrator shall be final and binding on the parties.
34. The Arbitration proceedings shall be held in English language and the venue for such arbitration shall be the registered office of the Company alone in Mumbai by the Sole

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Arbitrator and only for the reason of interim relief the courts at Mumbai shall have the jurisdiction.

35. The Parties acknowledge and agree that both parties have intentionally agreed and chosen this mode of dispute resolution in order to obtain an amicable and speedier resolution of any dispute that may arise between themselves.
36. This Application of Registration / Enrollment shall be considered to be valid, binding and accepted by the Company only after the details as required in this Application Form has been duly filled in and signed by the Applicant(s) and the Application Form is accepted by the Company by counter signing the same by its duly authorized officer. In the absence of submission and acceptance of duly filled in Application of allotment, the Allotment shall not be considered as binding by the Company and until then the Company holds no liability for any payments or any part thereof made by the Applicant(s) towards the said Unit.
37. I/We have fully read and understood the above mentioned terms and conditions and agree to abide by the same, I/we understand that the terms and conditions given above are of indicative nature with a view to acquaint me/us with the terms and conditions as shall be comprehensively set out in the Definitive Agreement which shall supersede the terms and conditions set out in this Application.
38. The Definitive Agreement together with all the annexures annexed thereto has been uploaded on the RERA website. The Applicant(s) hereby agrees to sign, execute and register the agreement for sale together with all the annexures annexed thereto which have been uploaded on the RERA website.
39. Further, the Applicant(s) shall grant all the required assistance to us including signing of the agreements, deeds, declarations, consent(s) and other writings as & when demanded by the Company for lawful transfer of the said Unit.

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40. This Application should be not be construed as letter of Authority to the Purchaser for the Sale/Transfer of the said Unit to any Third Party without the written consent of the Company.

Yours faithfully,

Signature of Sole/First Applicant:

Signature of Second Applicant:

Signature of Third Applicant:

Date_____

Place_____

Signature of First Applicant

Signature of Second Applicant

Signature of Third Applicant

RECEIPT

With reference to your this Application and in respect thereof acknowledge having received from you a sum of Rs. _____ (Rupees _____ Only) vide Cheque/ DD/ Pay order/ RTGS bearing no. _____ dated _____ drawn on _____ Bank _____ Branch as booking amount towards your provisional registration of a Unit in the project "Gilbird", proposed for development by us at *Gilbert Hill, Andheri (West), Mumbai*. We have taken cognizance of your Application seeking provisional allotment of a unit in the proposed building to be constructed by us.

We have to place on record that as discussed, you have been made aware of the terms and conditions and you being fully aware of the same, you have applied for provisional enrollment and registration of a Unit in our said Building strictly as per the terms and conditions of this Application for registration/enrollment.

For **Sunteck Realty Limited**,

Authorized Signatory

Checked and Confirmed by:

SALES HEAD

CRM

FINANCE

Signature of First Applicant

Signature of Second Applicant

Signature of Third Applicant

SCHEDULE I

(Description of the said Premises)

Unit No. _____ admeasuring _____ square mtrs carpet area as per RERA and Deck Area of _____square mtrs [which is a part of Floor Space Index (FSI)], aggregating to a total area of _____square mtrs.on ____ **floor** in ____ **Wing** in '**GILBIRD**' together with exclusive right to use open areas attached to the said unit, proportionate share in the common areas, amenities & facilities of the said Building, and the right to use _____ car parking spaces in the [ground/ podium/ stilt] levels of the said Building, being constructed on Sub-plot No.3 bearing CTS No. 278/3, at Gilbert Hill, Andheri (West), Mumbai.

Signature of First Applicant Signature of Second Applicant Signature of Third Applicant

SCHEDULE-II PAYMENT PLAN		
SR. NO.	PAYMENT STAGE	PERCENTAGE (%)
1	On Booking / Towards Holding charges	
2	On Receipt of IOD	
3	On Receipt of Commencement Certificate	
2	On Commencement of Basement and/or Excavation	
3	On Completion of Footing	
4	On Completion of Plinth	
5	On Completion of each slab, in Equal installments upto ___ th slab	
6	On Completion of ___ nd slab	
7	On Completion of Brick work	
	On Completion of Plastering	
8	On Completion of Flooring & Tiling	
9	On Possession	
	Total	100%

OTHER CHARGES – BEFORE POSSESSION		
SR. NO.	PARTICULARS	AMOUNTS (In Rs.)
1	Club house charges	
2	Development charges	
3	Electric / Water meter charges	
4	Legal charges	
5	Mahanagar Gas connection	
6	Share application charges	
7	Society formation charges	
8	Corpus fund	
9	Municipal taxes and outgoings	
	Total	

- 1- The Corpus Fund is tentative and may be revised at time of possession.
- 2- The Municipal taxes and outgoings are estimates and may be revised at time of possession

Signature of First Applicant Signature of Second Applicant Signature of Third Applicant

SCHEDULE-II PAYMENT PLAN		
SR. NO.	PAYMENT STAGE	PERCENTAGE (%)
1	On Booking / Towards Holding charges	
2	On Receipt of IOD	
3	On Receipt of Commencement Certificate	
2	On Commencement of Basement and/or Excavation	
3	On Completion of Footing	
4	On Completion of Plinth	
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7	Society formation charges	
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9	Municipal taxes and outgoings	
	Total	

1- The Corpus Fund is tentative and may be revised at time of possession.

2- The Municipal taxes and outgoings are estimates and may be revised at time of possession

Signature of First Applicant

Signature of Second Applicant

Signature of Third Applicant

RECEIPT

With reference to your this Application and in respect thereof acknowledge having received from you a sum of Rs._____ (Rupees

Only) vide Cheque/ DD/ Pay order/ RTGS bearing no._____ dated_____ drawn on _____

_____ Bank _____ Branch as booking amount towards your provisional registration of a Unit in in the project "Gilbird", proposed for development by us at *Gilbert Hill, Andheri (West), Mumbai*. We have taken cognizance of your Application seeking provisional allotment of a unit in the proposed building to be constructed by us.

We have to place on record that as discussed, you have been made aware of the terms and conditions and you being fully aware of the same, you have applied for provisional enrollment and registration of a Unit in our Project strictly as per the terms and conditions of this Application for registration/enrollment.

For **Sunteck Realty Limited**

Authorized Signatory

Checked and Confirmed by:

SALES HEAD

CRM

FINANCE

Signature of First Applicant

Signature of Second Applicant

Signature of Third Applicant

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made at Mumbai on this _____ day of _____ 2018.

BETWEEN:

SUNTECK REALTY LIMITED, (PAN No. AAACI0336E), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 5th Floor, Sunteck Centre, 37-40 Subhash Road, Vile Parle (East), Mumbai 400057, represented by its authorized signatory _____ (Aadhar no. _____) authorized vide board resolution dated _____ hereinafter called “**THE PROMOTER**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in title and assigns) the party of the ONE PART.

And

MUNICIPAL CORPORATION OF GREATER BOMBAY STAFF GILBIRD COOPERATIVE HOUSING SOCIETY LIMITED (PAN No. ARUPS2950E), a Cooperative Housing Society duly registered under the Maharashtra Co-operative Societies Act, 1960 (MAH. XXIV of 1961) and bearing Registration No.

UNIT HOLDER/S

PROMOTER

BOM/HSB/5325 of 1978 dated 20th March, 1978 having its Registered Office at PLOT NO. 3 of Plot No. 2, Gilbert Hill Road, Andheri (West), MUMBAI – 400 058, , through its Constituted Attorney M/s. Sunteck Realty Limited through its Director/Authorised Representative _____, hereinafter called and referred to as “THE SOCIETY” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns)

OF THE SECOND PART

And

Mr./Mrs./Ms. _____,

Adult, Indian inhabitant, residing at _____

(hereinafter be referred to as the Unit Holder, which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her or their respective heirs, executors and administrators) of the OTHER PART: (applicable in case where purchase is by an Individual)

OR

Mr./Mrs./Ms. _____,

Adult, Indian inhabitant, residing at _____

_____ and

Mr./Mrs./Ms. _____,

Adult, Indian inhabitant, residing at _____

_____ and

Mr./Mrs./Ms. _____,

Adult, Indian inhabitant, residing at _____

_____ and

Mr./Mrs./Ms. _____,

UNIT HOLDER/S

PROMOTER

Adult, Indian inhabitant, residing at _____

hereinafter collectively referred as “Unit Holder/s”, (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, executors, legal representatives, administrators and assigns) of the OTHER PART; (applicable in case of Joint Purchasers)

OR

Mr. _____,

Adult, Indian inhabitant, residing at _____

_____,

in his capacity as Karta of _____ Hindu Undivided Family (HUF)

hereinafter referred to as “Unit Holder”, (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include the Karta and all coparceners, constituting the HUF from time to time, their respective heirs, legal representatives, executors, administrators and assigns) of the OTHER PART; (applicable in case where purchase is on behalf of HUF)

OR

M/s. _____

_____, a registered partnership firm, constituted under the Indian Partnership Act, 1932 and having its principal office of business at

hereinafter referred to as “Unit Holder”, (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include the partners of the

UNIT HOLDER/S

PROMOTER

firm for the time being, their survivor or survivors and the heirs, executors, administrators of the last surviving partner), acting through Mr./Ms. _____, its partner duly authorised under the resolution dated _____ passed by the partners of the firm) of the OTHER PART; (applicable in case where purchase is in the name of a Partnership Firm)

OR

M/s. _____ Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at _____

_____ hereinafter referred to as “Unit Holder”, (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successor or successors in business and permitted assigns) of the OTHER PART; (applicable in case where purchase is by public/private limited company)

OR

M/s. _____ a proprietary concern carrying on its business through its proprietor Mr./Ms. _____ and having its office at, _____

_____ hereinafter referred as “Unit Holder” (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, legal representatives, administrators and assigns) of the OTHER

UNIT HOLDER/S

PROMOTER

PART; (applicable in case where purchase is by a sole proprietary concern)

OR

_____, a public charitable trust registered with the office of the Charity Commissioner under provisions of the Bombay Public Trusts Act 1950, having office at _____

_____, acting through its trustee/s Mr./Ms. _____, hereinafter referred as “Unit Holder” (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include all trustees constituting the trust and the heirs, executors and administrators of the last surviving trustee) of the OTHER PART; (applicable in case where purchase is by a public charitable trust)

OR

_____, a private trust/ settlement having office at _____, acting through its trustee/s Mr./Ms. _____, hereinafter referred to as “Unit Holder” (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include all trustees constituting the trust and the heirs, executors and administrators of the last surviving trustee) of the OTHER PART; (applicable in case where purchase is by a private trust)

OR

UNIT HOLDER/S

PROMOTER

_____, LLP,
 a limited liability partnership formed and registered under provisions of the Limited
 Liability Partnership Act, 2008 and having its registered office at

hereinafter referred as “Unit Holder”, (which expression shall unless it be repugnant to
 the context or meaning thereof, be deemed to mean and include its partners constituting
 the partnership from time to time and its successor or successors in business and
 permitted assigns) of the OTHER PART; (applicable in case where purchase is by LLP)

The Promoter and the Unit Holder’s/s’ are collectively referred to as the Parties and are
 individually referred to as the Party;

WHEREAS:-

A. MUNICIPAL CORPORATION OF GREATER BOMBAY STAFF

GILBIRD COOPERATIVE HOUSING SOCIETY LTD, a Society
 registered under the provisions of Maharashtra Co-operative Societies Act,
 1960 bearing Registration No. BOM/HSR/5325 dated 20th March, 1978,
 having its office at Plot No.3 of Plot No.2, Gilbert Hill Road, Andheri (West),
 Mumbai 400 058, hereinafter referred to as the “**Society**” is the owner and is
 well and sufficiently entitled to all That piece or parcel of Land or ground,
 situated, lying and being at Gilbert Hill, Andheri (West), being sub-plot No. 3
 bearing C.T.S No. 278/3 containing by admeasurements 3297.33 sq. yards
 equivalent to 2756.56 sq. meters or thereabouts in the District and
 Registration Sub-Dist. Of Bombay Suburban District, of village Andheri,
 being portion of Plot No. 2 of the Suburban Scheme No. X, Gilbert Hill,
 Andheri (West) assessed by the Assessor and Collector, Municipal Rates and

 UNIT HOLDER/S

 PROMOTER

taxes, Municipal Corporation of Greater Mumbai under 'K' ward No.7371(1B) (hereinafter referred to as "**the said Property**"), mentioned more particularly in the First schedule hereunder written.

- B. The said Property was legally conveyed to the Society, vide a Deed of Conveyance dated 22nd day of Feb. 1979, registered with the Sub-Registrar of Assurances at Bombay under No. BOM/B/169/1979 by 1) Shri. Chandrakant Thakurlal Kantawala 2) Shri. Surendra Thakurlal Kantawala 3) Shri. Deepak Chandrakant Kantawala 4) Shri. Prakash Chandrakant Kantawala 5) Shri. Ramesh Shantilal Shah 6) Shri. Mahendra Shantilal Shah and 7) Kewalkumar Hemraj Mehra, the erstwhile owners of the property, pursuant to the order dated 16th Dec. 1977 bearing CHS/1077/1289 (ii) XXXV of the Additional Collector & Competent Authority (ULC), Greater Bombay, granting permission to the erstwhile Owners to sell the said Property.
- C. The Society is thus seized and possessed of and/or otherwise well and sufficiently entitled to the said Property.
- D. The Society by appointing a contractor constructed building/ structures on the said Property comprising of four wings out of which two wings were consisting of Ground plus three (3) upper floors and two wings consisting of Ground plus four (4) upper floors (hereinafter referred to as "the said old Building") having in aggregate 48 flats therein. The Society is in exclusive use, occupation and possession of the said Property and the said Building since the year 1979;
- E. As the said old building of the society was very old and required substantial

and extensive repairs, the members of the society decided to go for redevelopment of the said property and therefore the society for self and on behalf of its Members negotiated with various Promoters for redevelopment of the said property and have ultimately accepted the offer of Sunteck Realty Limited, the Promoters herein and it was resolved unanimously in the Society's Special General Meeting ("SGM") held on 26th January 2013 to grant Development Rights to the Promoter herein to redevelop the said property by demolishing the existing building i.e. the said old building and constructing a new building by using/ consuming FSI originating from the said property and to put up further construction using and consuming FSI originating from the said property and/or married to it and by also loading outside TDR /Fungible FSI which may be permitted to be loaded on the said property including free FSI and FSI available on payment of premium and/or free of costs (hereinafter collectively referred to as "Entire F.S.I.").

F. The Society granted the exclusive development rights unto the Promoter herein under the Development Right Agreement dated 20th June 2013, registered under no. BDR-9/4933/2013 on 21st June, 2013 (hereinafter referred to as "said DRA") on the terms and conditions mentioned therein and the Society also executed a power of attorney dated 20th June, 2013 registered under no. BDR-9/4934/2013 on 21st June, 2013 ("said POA") in favor of the Promoter enabling the Promoter to perform all the tasks as mentioned in the said POA.

G. By virtue of the said DRA, and the said POA the Society granted development rights in respect of the said Property to the Promoters for the consideration and on the terms and conditions contained therein and the Promoter shall be

entitled to enter into Agreement(s) for sale and such other documents and writings in their name including execution and registration of the same with its prospective purchasers in respect of the units excluding the 48 units allotted to the members. If due to any regulatory/legislative reasons beyond the inherent FSI of the said Property increases beyond 2.70 FSI and if Promoter chooses to avail the incremental FSI, then such incremental FSI shall be shared equally between the existing 48 members of the said Society and the Promoter i.e. one share to Promoter and the other share to be apportioned between the 48 members of the said Society, subject to the sharing of the cost for such incremental FSI equally between the said Society and the Promoter.

- H. Pursuant to the provisions of the said DRA, the Promoter has proposed and is entitled to construct Residential building on the said Property by demolishing the said old building. The Promoter submitted tentative layout plans for constructing a new building on the said Property to the office of Executive Engineer, building proposal, BMC. The Executive Engineer, Building Proposal BMC has issued the Intimation of Disapproval No. CHE/WS/1226/K/337 (NEW) dtd. 29th July, 2015.
- I. On the said Property more particularly described in the First Schedule and delineated on the Block Plan annexed hereto and marked **Annexure A** and thereon shown surrounded by black color boundary lines, subject to the Promoter obtaining relevant approvals and permissions from the competent authorities, the Promoter is envisaging construction of a residential building to comprise of stilt + podium + upto 14 upper floors and to be known as 'Gilbird' as per the plans (hereinafter referred to as "said Building" and shown hatched in black color lines on the Block Plan).

- J. BMC has issued Commencement Certificate bearing Ref. No. CHE/WS/1226/K/337(NEW) dated 19th January, 2018 permitting the construction / development of a residential Building on the said property, a copy whereof is annexed hereto and marked **Annexure B**.
- K. The Promoter intends to construct the said Building in a phase-wise manner, the first phase shall be the construction of stilt + podium + upto 13 upper floors and the second phase shall be the construction of 14th floor.
- L. The Promoter is entitled to develop the said property and after allotting the Flats/Units in the said Building to the Original Members of the said Society as per their eligibility as mentioned in the said DRA, the Promoter has right to sell the Flat/Units in the said building on "Ownership Basis" under the provisions of the Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, Sale, Management & Transfer) Act, 1963 ("MOFA") and rules made thereunder along with the Real Estate (Regulation and Development) Act, 2016, ("RERA") and the Rules and Regulations made thereunder (hereinafter referred to as the "said Acts").
- M. The said building will be provided with specifications, common areas, fixtures, fittings and amenities, details whereof are set out in the Third SCHEDULE hereunder written;
- N. The development of the phase 1 proposed by the Promoter has been registered as a 'real estate project' with the Real Estate Regulatory Authority ("Authority"), under the provisions of Section 5 of RERA read with the

provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (“RERA Rules”) and the Regulations. The Authority has duly issued Certificate of Registration No.P51800014646 dated 20/12/2017 for the phase 1, and a copy of the RERA Certificate is annexed and marked as **Annexure “C”** hereto.

- O. The development of the phase 2 proposed by the Promoter, will be registered within the stipulated time as a ‘real estate project’ with the Authority, under the provisions of Section 3, 4 and 5 of the RERA read with the provisions of the RERA Rules and the Regulations.
- P. The Unit Holder/s has/have, prior to the date hereof, examined a copy of the RERA Certificate and/or has caused the RERA Certificate to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Unit Holder/s has/have agreed and consented to the development of the said Property, in the manner mentioned in the RERA Certificate. The Unit Holder/s has/have also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and Regulations and has/have understood the documents and information in all respects.
- Q. The Unit Holder/s has/have demanded from the Promoter and the Promoter has provided inspection of the Certificates of Title, Conveyance Deed, property register cards, and all other related permissions, orders and documents relating to the construction of the said Building including the building plans, designs and specifications prepared by the Promoter’s

Architects and of such other documents as are specified under the said Acts and shall provide the Unit Holder/s with any other document if and when necessary under any other law as may be applicable from time to time. The Unit Holder/s has/have also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects

R. After satisfying themselves with regard to the title of the said Property and after perusal of all the orders and various permissions, sanctions and approvals mentioned hereinabove, the Unit Holder/s has/have applied to the Promoter and the Promoter has agreed to sell to the Unit Holder/s under the provisions of the said Acts and the Rules and Regulations made there under Unit No.____ admeasuring _____ square meters carpet area as per RERA, on _____ floor, of the said Building (hereinafter referred to as “said Unit”), along with the right to use the open areas attached to the said Unit and delineated on the floor plan thereof annexed hereto and marked **Annexure D** and shown in black colour boundary lines thereon at or for the lumpsum sale consideration of Rs._____/ - (Rupees_____ Only) payable in a manner as hereunder appearing.

S. For the purpose of this Agreement as per the provisions of RERA, the definition of carpet area means the net usable floor area of the said Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the said Unit.

UNIT HOLDER/S

PROMOTER

Further, for the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of the said Unit, meant for the exclusive use of the Unit Holder; and exclusive open terrace area means the area of open terrace which is appurtenant to the net usable floor area of said Unit, meant for the exclusive use of the Unit Holder. The expression "walls" would mean walls made of Reinforced Cement Concrete (RCC) or plain concrete or Shear wall(s) or walls made from bricks or blocks or precast materials or drywalls or walls made of any material or composition of one or more of any of the materials and shall include column(s) within or adjoining or attached to the wall. All walls which are constructed or provided on the external face of an apartment shall be regarded as "external wall" and all walls or independent columns constructed or provided within an apartment shall be regarded as "internal partition wall".

T. Prior to the execution of these presents, the Unit Holder/s has/have paid to the Promoter a sum of Rs. _____/- (Rupees _____
 _____ Only) being part payment of the purchase price of the said Unit agreed to be sold by the Promoter to the Unit Holder/s as advance payment or deposit (the payment and receipt whereof the Promoter doth hereby admit and acknowledge at the foot of these presents) and the Unit Holder/s has / have agreed to pay to the Promoter balance of the purchase price in the manner hereinafter appearing in **Annexure "G"** annexed hereto and other charges as mentioned in clause 9 hereinafter.

U. Relying upon the application, declaration and agreement, the Promoter has

 UNIT HOLDER/S

 PROMOTER

agreed to sell to the Unit Holder the said Unit at the price and on the terms and conditions hereinafter appearing.

In addition to the said Unit agreed to be sold to the Unit Holder/s, the Promoter has also agreed to permit the Unit Holder/s to use ____ Nos. car parking spaces in the [stilt /Podium/ open compound] of the said Building (hereinafter referred to as “car parks”) together with the right to use and enjoy proportionate share in the common areas, amenities & facilities of the said Building, details whereof are more particularly mentioned in the First Schedule hereunder written, on terms and conditions mentioned hereinafter. Some of the car parking spaces may be in the form of mechanical stack parking, which will be maintained and operated by the said Society.

(The said Unit together with the proportionate share in common areas, amenities & facilities with the right to use the car parks are hereinafter collectively referred to as “**said Premises**” and are more particularly described in the Second Schedule hereunder written).

V. The Unit Holder/s agree/s and confirm/s, that the Promoter shall be entitled to raise finance/ loan from any financial institution/ bank by way of mortgage/ charge/ securitization of the saleable Unit/s or the receivables, if any, accruing or likely to accrue there from, subject to the said Unit/s being made free of any encumbrance at the time of execution of this Agreement in favour of the Unit Holder/s and/or his/her/their/it’s nominee/s.

W. The Promoter has appointed M/s. Studio Rakhi M Architecture and Interiors, registered with the Council of Architects or such other person appointed for planning the proposed development of the said Property and has also

UNIT HOLDER/S

PROMOTER

appointed M/s. Gokani Consultants and Engineers LLP or such other person appointed as Structural Engineers for preparation of structural designs and drawings of the said building/s on the said property;

X. The Unit Holder/s has/have agreed to purchase the said Unit together with the right to use and enjoy the car parks and proportionate share in the common areas, amenities & facilities from the Promoter on terms and conditions set out under this Agreement and as required under the said Acts, the Parties are desirous to record the terms and conditions hereinafter appearing and will register the same under the provisions of Registration Act, 1908.

Y. The above details along with the annexures to the RERA Certificate are available/ will be made available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in>.

Z. M/s. Kanga & Co., Advocates and Solicitors, Mumbai have certified the title to the said Property as clear and marketable and the Society is entitled and are absolute owners of the said Property and by virtue of the said DRA dated 20th June, 2013 the Promoter is entitled to develop the said Property in accordance with the terms and conditions therein. Copy of the Certificate of title dated 6th February, 2014 is annexed hereto and marked as **Annexure “E”** (hereinafter referred to as “Certificate of Title”).

AA. This Agreement is entered into between the Promoter and the Unit Holder/s under the provisions of the Acts, following prescribed Annexures are annexed hereto, which are respectively marked as shown against each –

- i. Block Plan for the said Property is annexed hereto and marked Annexure A;
- ii. Commencement Certificate/s issued by MCGM is annexed hereto and marked Annexure B;
- iii. Copy of the RERA Certificate is annexed hereto and marked Annexure C;
- iv. Floor Plan for the said Unit is annexed hereto and marked Annexure D;
- v. Certificate of Title is annexed hereto and marked Annexure E;
- vi. Property Card in respect of the said Property is annexed hereto and marked Annexure F; and
- vii. Schedule for the payment of the sale consideration of the said Unit by the Unit Holder is annexed hereto and marked Annexure G.

BB. The Parties hereto are desirous to record the terms and conditions mutually agreed as hereinafter appearing.

CC. Under the provisions of the said Acts, the Promoter is required to execute a Written Agreement for Sale of the Premises to the Unit Holder/s being in fact these presents and also to register this Agreement under the Indian Registration Act, 1908.

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

1. The foregoing recitals shall be treated as forming an integral part of the operative portion of this Agreement and this Agreement shall be read, understood and construed accordingly.

UNIT HOLDER/S

PROMOTER

2. The Promoter is constructing the said Building on the said Property, as may be permitted by the concerned authorities and MCGM, using such present and future built-up area, that may be available to the Promoter in the name of the Society, and/or such other global FSI that may be available to the Promoter / Society as granted/permitted by MCGM from time to time, it being clearly agreed and understood by the Unit Holder/s, that any benefit available by way of increase in FSI, which may be available by way of global FSI on the said Property or otherwise, shall be only for the use and utilization of the Promoter and the Society, and the Unit Holder/s shall have no right and/or claim in respect of the same, whether during construction or after construction having been completed. The construction shall be carried out in accordance with the Rules and Regulations as may be applicable and in accordance with the said Layout, plans, designs and specifications sanctioned by MCGM and/or other concerned authorities and which have been inspected by the Unit Holder/s. The Promoter shall be entitled to make variations, alterations and modifications in the said Layout, plans, designs and specifications from time to time and construct such additional floors and/or buildings as per such revised plans, or as may be required by MCGM and/or other concerned authorities. The Unit Holder/s hereby, expressly and unconditionally consents to the same and such consent of the Unit Holder/s shall be deemed to be his/her/their/its consent, contemplated by Section 7(1) (ii) of MOFA and Section 14 of the RERA. The Promoter shall not be required to seek any further consent of the Unit Holder/s for the same. The Unit Holder/s also undertake/s not to raise any objections in this behalf at any time whatsoever. PROVIDED that the Promoter agrees to obtain separate consent of the Unit Holder/s in respect of such variation, alteration or modification, if the same may adversely affect the said Premises.

UNIT HOLDER/S

PROMOTER

3. The Promoter has informed the Unit Holder/s and the Unit Holder/s is/are aware that in addition to the units to be constructed in the said Building, the Promoter will be entitled, if required by law or in terms of this Agreement, to construct further structures ancillary to the said Building such as pump rooms, meter rooms, underground tanks, sewerage treatment plant, watchman room, substation for power supply company etc. on the said Property..
4. (a) The Unit Holder/s hereby agree/s to purchase and the Promoter hereby agrees to sell to the Unit Holder/s the Unit No. _____ admeasuring _____ square meters carpet area as per the RERA, on _____ floor in the said Building at or for the lump sum consideration of Rs. _____/- (Rupees _____
 _____ Only) (hereinafter referred to as the “Purchase Price”) which shall be payable by the Unit Holder/s to the Promoter in the manner provided in **Annexure “G”** annexed hereto and which is exclusive of payment of Goods and Services Tax (“GST”)/ and/or any other taxes as are levied or which may be levied hereafter either by Central Government and/or State Government and/or any public authority, with the exclusive right to use open areas attached to the said Unit, and the right to use _____ Nos. car parking spaces in the [stilt/podium/open compound] of the said Building and proportionate share in the common areas, amenities & facilities of the said Building, details whereof are more particularly mentioned in the Third Schedule hereunder written, on what is known as “ownership basis” under the provisions of the said Acts. The Unit Holder/s hereby agree and consent that the Purchase Price is fixed on lump sum basis and may be increased or decreased based on the actual carpet area made available to the Unit Holder/s.

The Promoter confirms that car parking space will be provided by the Promoter

UNIT HOLDER/S

PROMOTER

which would be meant for the unit holders of the said Building to be constructed on the said Property. The Unit Holder/s shall have no right of any nature in respect of the same other than the car space that would be given to use to the Unit Holder/s, at the time of / after possession. In order to regulate the car parking space the Promoter at the time of offering the possession of the said Unit may identify the parking space meant for the said Unit and the Unit Holder/s shall park his/her/their car therein and will not be entitled to park his/her/their car anywhere else.

(b) The Purchase Price includes price for right to use common areas, amenities & facilities and the car parks pertaining to the said Building and no separate consideration / compensation is payable in that regard by the Unit Holder/s to the Promoter.

(c) The specifications to be provided by the Promoter in the said Building and pertaining to the said Property are specified in Second Schedule hereunder written. The Unit Holder/s is/are satisfied about the specifications agreed to be provided by the Promoter and undertakes that Unit Holder/s shall not raise any objection in respect thereof hereafter.

5. It is clarified that all the consideration (other than GST or any other taxes etc.) to be paid by the Unit Holder, by whatsoever name called, shall be deposited in a separate Account as may be intimated by the Promoter.
6. For this purpose, the Promoter may raise appropriate demand notices for payment, upon the Unit Holder specifying the amount out of each installment of the Purchase Price to be paid into the Account mentioned in Clause 5 above. The Unit

UNIT HOLDER/S

PROMOTER

Holder shall pay the same within 15 days of the date of such a demand notice. Further, the Promoter is not obliged to give any notice requiring such payment and the failure thereof, shall not be a plea, or an excuse for non-payment of any amount or amounts on their respective due dates.

7. In case of any financing arrangement entered by the Unit Holder with any financial institution with respect to purchase of the said Unit, the Unit Holder/s undertakes to direct such financial institution to the Promoter, and shall ensure that such financial institution does disburse/pay all such consideration amounts due and payable to the Promoter through an account payee cheque/demand draft drawn in favour of the Promoter or as may be intimated by the Promoter.

8. The Unit Holder/s agree/s and confirm/s that the certificate of the Promoter shall be conclusive proof that the plinth or the casting of the respective slabs or other respective stages for payment of installments stated herein below are completed as mentioned in the letter of intimation from the Promoter to the Unit Holder/s, and the Unit Holder/s shall make payments of the respective installments within 7 (seven) days from date of receipt of letter of intimation from the Promoter, time being of the essence to the Agreement. The Unit Holder/s shall not be entitled to raise any objections with regard to the completion of the plinth or casting of the respective slabs or completion of respective stages or the certificate of the Promoter. Without prejudice to the above, if the Unit Holder/s fails to make the payment within a period of 7 days, then and in such an event, the Unit Holder/s agrees to pay to the Promoter interest at the State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum compounded on monthly basis or such other rate as may be prescribed under the applicable laws, on all the amounts outstanding under the terms of this Agreement. Provided that, payment of interest

UNIT HOLDER/S

PROMOTER

shall not save the termination of this Agreement by the Promoter on account of any default/breach committed by the Unit Holder/s in payment of any outstanding amount and/or on account of any default/breach committed by the Unit Holder /s of any of the terms and conditions herein contained. It is specifically agreed that the amount received by Promoter will be first appropriated towards interest receivable by the Promoter.

9. The Unit Holder/s shall, before taking actual possession of the said Premises but within 7 (seven) days of intimation being received from the Promoter, in addition to the Purchase Price, pay to the Promoter the following amounts –

(i) Rs. _____/- (Rupees _____
_____ Only)

towards deposits to be paid to the concerned authorities/private companies towards supply of water, electricity, telephone connection or any other service connection in relation to the said Building;

(ii) Rs. _____/- (Rupees _____
_____ Only)

towards Legal charges;

(iii) Rs. _____/- (Rupees _____
_____ Only)

towards Mahanagar Gas connection charges;

(iv) Rs. _____/- (Rupees _____
_____ Only)

towards corpus fund to be deposited with the Promoter / Service

UNIT HOLDER/S

PROMOTER

Provider, as the case may be, as directed by the Promoter, for the purpose of management and maintenance of the said Building and the said Property;

thus aggregating to Rs. _____/- (Rupees _____

_____ Only)

- 10. Any GST or other taxes which are leviable or become leviable under the provisions of the applicable law in respect of the Purchase Price mentioned in the **Annexure “G”**, and amounts/deposits or any other amounts/charges payable to the Promoter by the Unit Holder/s in terms of this Agreement, shall be borne and paid by the Unit Holder/s within 7 (seven) days of intimation from the Promoter and the Unit Holder/s shall indemnify and keep indemnified the Promoter from and against the same.
- 11. The deposits/amounts towards the respective heads as mentioned in Clause 9 above are as per the present estimate, and are subject to modification by the Promoter at its sole discretion. Such deposits/amounts shall not carry any interest. The unutilized amounts as mentioned in Clause 9 (iv) above will be transferred to the said Society. The Unit Holder/s agree/s to pay any deficit in respect of the amounts/deposits mentioned in Clause 9 above to the Promoter, within 7 (seven) days of demand made in respect thereof. Save and except for amounts mentioned in Clause 9 (iv) above, the Promoter shall not be liable to render any account of amounts to the Unit Holder/s and/or the said Society.

12. The Purchase Price mentioned in Annexure “G” and the deposits/ charges stated herein in clause 9 hereto are as per the current estimated cost for construction of the said Unit. The Purchase Price as mentioned in Annexure “G” and the deposit charges herein in clause 9 to be paid by the Unit Holder/s has been calculated inter alia on all the authorities, permissions and on the basis that the Unit Holder/s have granted their irrevocable and binding consent to make any such variations, alterations, amendments or deletions as may be permissible under the provisions of law. In the event that the Unit Holder/s withdraw their consent or in the event the validity of the same is challenged, then the amount of Purchase Price under “Annexure G” shall automatically stand enhanced to include any direct and/or indirect loss, damage, claim, expenditure suffered by the Promoter due to such consent not being granted to the Promoter.
13. The Purchase Price shall be escalated or increased 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 shall accordingly raise a demand on the Unit Holder/s for increase in the development charges, costs or levies imposed by the competent authorities, etc., which shall be applicable only to subsequent payments. The Unit Holder/s shall be liable to bear and pay the proportionate share of outgoings in respect of the said Property, and the said Building, including but not limited to annual ground rent, local taxes, property taxes, rates, duties, assessments, premiums, impositions, betterment charges or other levies imposed by MCGM and/or concerned authorities, and also all outgoings with respect to water charges, insurance, common electricity bills, sinking fund, repair and maintenance of common staircase, lifts, sanitation, firefighting equipment’s, close circuit TV, salaries of clerks, bill collectors, watch

and ward, security, sweepers and other personnel and all other expenses necessary and incidental to the management and maintenance of the said Building, within 7 (seven) days of intimation from the Promoter that the said Premises are ready for possession, but prior to taking actual possession thereof. The decision of the Promoter with regard to payment of any of the amounts mentioned herein, and the share and contribution payable by the Unit Holder/s, shall be final and binding on the Unit Holder/s who shall not, under any circumstances, raise any objection with regard to the same.

14. The Unit Holder/s further agree/s that till the proportionate share of outgoings required to be paid as stated hereinabove by the Unit Holder/s is determined, the Unit Holder/s shall pay to the Promoter/ said Society provisional monthly contribution as may be determined by the Promoter towards the aforesaid outgoings. The amounts so paid by the Unit Holder/s to the Promoter shall not carry any interest and shall remain deposited with the Promoter till the handover of the said property together with the said building to the Society on completion of the development.
15. The Unit Holder/s agree/s that if due to any notifications, ordinances, enactments, or amendments in the existing laws, any additional taxes, levies, GST, etc, or any other amounts pertaining or relating to the sale of the said Premises is levied and/or payable, the same shall be paid by the Unit Holder/s on demand made by the Promoter within 7 (seven) days, and the Unit Holder/s shall indemnify and keep indemnified the Promoter from and against the same. The payment of all such taxes, levies or government charges shall be paid by the Unit Holder/s separately.

UNIT HOLDER/S

PROMOTER

16. Without prejudice to other rights of the Promoter hereunder or in law otherwise, the Unit Holder/s agree/s to pay to the Promoter, interest at the State Bank of India Highest Marginal Cost of Lending Rate plus 2% compounded on monthly basis per annum or such other rate as may be prescribed under the applicable laws on all the amounts which become due and payable by the Unit Holder/s to the Promoter under the terms of this Agreement, from the dates of the said amounts becoming due and payable by the Unit Holder/s to the Promoter till full realization thereof. However such delay in payment shall not exceed beyond a period of 60 (sixty) days from the due dates thereof.
17. (a) If the Unit Holder/s fail/s to pay any installment of the Purchase Price as stated in Annexure G or amounts/deposits under Clause 9 above or any other amounts/charges payable to the Promoter in terms of this Agreement within a period of 60 (sixty) days from the date on which such amounts became due/payable, the Promoter, without prejudice to its other rights and remedies, shall be entitled to terminate this Agreement forthwith by addressing a written notice to the Unit Holder/s. The Promoter will be entitled upon such termination of this Agreement to sell and/or dispose of the said Premises (or any part thereof) in favour of any third party or person as the Promoter may deem fit at such price and on such terms as the Promoter may deem fit and the Unit Holder/s agree and confirm that he/she/it/they will have no right to question or object to or obstruct or interfere with such sale/disposal of the said Premises (or any part thereof) or the price for which the said Premises (or part thereof) are sold.
- (b) Upon termination of this Agreement by the Promoter in accordance with Clause 17 (a) above, the Promoter shall be entitled to forfeit 10% (ten percent) of the Purchase Price (hereinafter referred to as “forfeiture amount”) together with the

amount of interest payable by the Unit Holder/s in terms of this Agreement from the dates of default in payment till the date of termination and refund the balance amounts (if any) to the Unit Holder/s without any interest, compensation or claim for any damage or costs, charges and expenses whatsoever. However, it is clarified that such refund shall be made by the Promoter to the Unit Holder/s only after the Promoter is able to sell the said Premises to any other third party or person(s). Further, in the event of the consideration agreed to be received on such resale of the said Premises (whether the said Premises are sold as a whole or in parts) is less than the Purchase Price, the Promoter shall have the right to recover the differential amount from the Unit Holder/s, or adjust the same against the amounts refundable to the Unit Holder/s as above.

The Parties agree and confirm that the forfeiture amount, interest (as agreed) payable on delayed payments and any differential amount (estimated after resale of the said Premises) recovered and/or adjusted from the amounts refundable to the Unit Holders in this Clause shall be construed as pre-estimated liquidated damages and the Parties shall not at any time hereafter raise objections or dispute the same.

(c) However, in the event of the consideration agreed to be received by the Promoter on resale of the said Premises (in the manner mentioned in Clause 17 (b) above) is more than the Purchase Price, the Unit Holder/s shall not be entitled to stake any claim in respect of such excess consideration received by the Promoter upon such resale of the said Premises and the same shall belong to and be appropriated solely by the Promoter.

(d) Upon termination of this Agreement in the circumstances mentioned in Clause 17 (a) above or Clause 59 below or upon the request for cancellation received from

the Unit Holder/s, the Parties shall execute and register a Deed of Cancellation to record the cancellation of this Agreement. The Unit Holder/s hereby appoints the Promoter as his/her/its Constituted Attorney and authorizes the Promoter to execute and register such Deed of Cancellation and such other documents and/or writings for and on behalf and in the name of the Unit Holder/s without recourse to the Unit Holders, in the event the unit holder/s fail to come forward and/or are unable to execute and register the Deed of Cancellation within 30 days of the termination and/or Cancellation.

18. The Unit Holder/s hereby understand/s and agree/s that, save and except for the intimation from the Promoter as provided under Clause 8 above, it shall not be obligatory on the part of the Promoter to send reminders regarding the payments to be made by the Unit Holder/s as per the Payment Schedule annexed hereunder as Annexure G, and the Unit Holder/s shall make all payment/s to the Promoter on or before the due dates, time being the essence of this Agreement.

19. The Promoter shall be at liberty and be entitled to amend the lay-out plan of the said Property, the building plans, other approvals for, in accordance with prevailing provisions of law, including but not limited to:
 - (i) acquisition of additional plots/ property/ adjoining property and inclusion of such plots of land in the lay out plan of the said Property; and
 - (ii) amalgamation of the said Property with any adjoining plots of land;
 - (iii) the Unit Holder/s and/ or the said Society shall not have any objections to the aforesaid and the Unit Holder/s hereby grants his/ her/ their irrevocable consent and no objection to the Promoter to carry out the necessary acts, deeds, matters and things;
 - (iv) the Unit Holder/s hereby grants his/ her/ their irrevocable authority and

 UNIT HOLDER/S

 PROMOTER

consent to the Promoter that the Promoter shall have the sole and absolute right and authority and shall be entitled to deal with, sell or otherwise dispose off any part or portion of the said Building, including the terraces, open spaces, podium, garden area and to permit the same to be utilised for any permissible purpose and shall be entitled to obtain permissible change of usage thereof at the discretion of the Promoter.

20. The Unit Holder/s expressly consent/s, accepts and confirms the irrevocable and unfettered right of the Promoter to construct the said Building and other structures (if any) on the said Property and/or additional floors on the said Building being constructed/ to be constructed in the future as on the said Property in the manner as per the permissions / approvals received from time to time, without any further or other consent or concurrence in future. These consents and confirmation shall be treated as irrevocable no objection consent, permission given by the Unit Holder/s, under sections 7 and 7A of MOFA and Section 14 of the RERA or any amendment shall be deemed to have been complied herewith, to the same as long as the total area of the said Unit is not reduced.
21. The Unit Holder/s is/are aware that the total sanctioned FSI for the said Property may not be fully consumed. In such situation the balance FSI may be consumed on the said Building by constructing additional flats or additional wings or building. The Unit holder/s hereby gives his/her/their/its consent and No Objection for any such further construction to be carried on the said Property and/or on the said Building, by way of further levels or by way of new Wing or Wings or separate structure or building by the Promoter in future;

22. The Unit Holder/s hereby further agrees and covenants with the Promoter to sign and execute all papers and documents in favour of the Promoter or otherwise as may be necessary for the purpose of enabling the Promoter to construct the said Building in accordance with the said plans relating thereto or such other plans with such additions and alterations as the Promoter may in its sole discretion deem fit and proper and/ or for the purpose of applying for or obtaining the approval or sanction of the MCGM or any other appropriate authorities in that behalf as well as for the construction of such building/s on the said Property upon or after the grant of such approval or sanction relating thereto provided the size and location of the said Unit agreed to be purchased by the Unit Holder /s is/ are not in any manner adversely affected. The Unit Holder/s agree/s that the said consent is irrevocable. Further, the Unit Holder is aware that the Promoter shall be and is developing the said Property and shall construct such structures and buildings as they deem fit.
23. The Promoter shall not be required to obtain consent of the unit holder/s in the following events:
- (a) Any minor additions or alterations;
 - (b) Any addition or alterations to any club house, common areas, amenities etc.,
 - (c) Any addition or alteration in compliance of any direction or order issued by the competent authority or statutory authority under any law of the State or Central Government.
24. The Unit Holder/s is/are fully aware and has/have satisfied himself/ herself/ themselves/itself and has/have understood and agreed that the Purchase Price in respect of the said Premises agreed to be purchased by the Unit Holder/s does not include any element of recovery of payments towards land, construction, running and operation of common areas, amenities & facilities or any other conveniences

UNIT HOLDER/S

PROMOTER

as well as recovery of payment towards maintenance charges of any kind by the Promoter in any manner whatsoever.

25. The Promoter will hand over possession of the said Premises to the Unit Holder/s, by 30th April, 2022 (“delivery date”), PROVIDED that:

- (a) the Unit Holder/s has/have not committed any default in making payments to the Promoter of the respective installments of the Purchase Price on their due dates;
- (b) the Unit Holder/s is/are willing and ready to make full payment of all amounts/deposits payable to the Promoter in terms of Clause 9 above and/or any other amounts /charges payable to the Promoter under this Agreement; and
- (c) Prior to such date, the Unit Holder/s is/are not in breach of any other terms and conditions of this Agreement.

26. However, the Promoter shall be entitled to further extension of time for completion of the said Premises as stated in clause no. 25 above, if the completion of Building is delayed on account of war, flood, drought, fire, cyclone, earthquake, or any other calamity caused by nature affecting the regular development of the project; any specific stay or injunction order, notice, order, rule, notification of the Government, B.M.C/MCGM and/or other public or other Competent Authority or Court, Tribunal or Collector or any quasi-judicial body or authority or due to such mitigating circumstances as may be decided by the Authority.

27. The Parties herein agree and consent that the term mitigating circumstances as mentioned above in clause 26 shall include but not be limited to the non-availability of steel, cement, other building material, water or electric supply; any

UNIT HOLDER/S

PROMOTER

change in law, notifications and/or regulations levying any onerous condition on the Promoter; and /or economic downturn or labour strikes, or if non delivery of possession is as a result of any notice, order, rule, regulation, direction or notification of the Government and/ or any other public or competent authority or statutory authority or Court of Law, Tribunal or High Power Committee or on account of delay in issuance of NOC's Licenses, Occupation Certificate etc. or non-availability of essential amenities, services and facilities such as lifts, electricity and water connections or sewage or drainage lines or for any other reason technical or otherwise or for any reason beyond control of the Promoter including precarious financial condition of the Promoter and/or economic downswing in real estate or any other industry. The Unit Holder/s agree/s to ignore reasonable delay in getting possession due to any of the abovementioned reasons and/or for any reason beyond the control of the Promoter, as per the provisions of section 8 of the MOFA or section 19 of the RERA and further agree that in the event of any delay due to such mitigating circumstances, such delay shall not be construed as a breach on the part of the Promoter and the Unit Holder/s shall not be entitled to terminate the Agreement and/or ask for the refund of the amount paid by the Unit Holder/s to the Promoter.

28. If the Promoter, for any reason other than those stated in Clause 26 above, is unable to give possession of the said Premises on the expiry of the Delivery Date as specified herein above, the Promoter shall be liable to pay to the Unit Holder/s interest at the State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum compounded on monthly basis or such other rate as may be prescribed under the applicable laws on all the sums received from the Unit Holder/s, from the date of receipt of the respective sums until the date of intimation by the Promoter to deliver possession of the said Premises.

29. The Unit Holder/s shall take possession of the said Premises, within 7 (seven) days of intimation by the Promoter (“the Date of Possession”). The Unit Holder/s shall, on expiry of the 7 (seven) days, or upon receiving possession of the said Premises (whichever is earlier), be deemed to have accepted the said Premises, in consonance with this Agreement, and shall thereafter, not have or make any claim/s, against the Promoter, with respect to any item of work alleged not to have been carried out or completed. The Unit Holder/s expressly understand/s that from such date, the risk and ownership to the said Premises shall pass and be deemed to have passed to the Unit Holder/s. The Unit Holder/s shall be liable to pay maintenance, outgoings and other charges, taxes from the Date of Possession irrespective as to whether Unit Holder/s takes possession of the said Premises or not. In case of non-payment, the Promoter shall be entitled to exercise various rights, available under this Agreement. The Unit Holder/s shall alone be responsible/ liable in respect of any loss or damage that may be caused to the said Premises from the expiry of 7 days from the notice of possession.
30. The said Building shall be constructed and completed in accordance with the sanctioned plans and specifications mentioned in this Agreement, and if any structural defect in the said Premises/ said Building and/or defect in material used or damage caused by reason of workmanship in construction is brought to the notice of the Promoter within a period of 5 (Five) years from the date of handing over possession, it shall wherever possible be rectified by the Promoter without further charge to the Unit Holder/s. However, the Parties agree and confirm that the decision of the Promoter’s Architect shall be final in deciding whether there is any actual structural defect to Premises /said Building or defective material being used or regarding quality of workmanship of the construction.

UNIT HOLDER/S

PROMOTER

31. If after the date on which the Unit Holder/s has/have taken possession of the said Premises, any damage due to wear and tear of whatsoever nature is caused to the said Premises (save and except the defects as mentioned in clause 30 above), the Promoter shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Unit Holder/s and the Unit Holder/s alone shall be liable to rectify and reinstate the same at his/her/its/their own costs.

32. Without prejudice to the other rights of the Promoter hereunder, the Promoter shall in respect of any amounts remaining unpaid by the Unit Holder/s, under the terms and conditions of this Agreement, have a first charge/lien to the said Premises, and the Unit Holder/s shall not transfer the same, in any manner, whatsoever, without making full payment of all amounts payable by the Unit Holder/s under this Agreement, to the Promoter.

33. The unit holder/s shall observe and perform according to bye-laws and all the rules, and regulations which the said Society has framed at its inception and the addition, alterations or amendments thereof that may be made from time to time for the repairs, protection and maintenance of the said building and the said Premises(s) and on the observance and performance of the Building Rules, Regulations and Laws for the time being of the concerned authority/authorities. The unit holder/s shall also observe and perform all the stipulations and conditions laid down by the said Society of flats regarding the occupation and use of the said Premises and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement;

UNIT HOLDER/S

PROMOTER

34. Till the project is completed in all respects, the Promoter shall be entitled with or without workmen, surveyors, agents and others, at all reasonable times, to enter into the said Premises and the said Building and the said Property or any part thereof to view and examine the state and conditions thereof;
35. The said Society shall admit new flat purchasers to the membership of the said society, on getting NOC from the promoter.
36. Each of the Unit holder/s and/or the said Society shall be liable to maintain, repair, renovate, reconstruct, re-build, on the said Property the electric sub-station, drainage line, electric cables, common water pipeline, or any other common facilities to be used and enjoyed by the occupants of the said building. The liabilities shall arise to do so from the date the Unit Holder/s is/are offered the possession or/on obtaining Occupation Certificate of his/her/their said unit and the said building, whichever is earlier. Thereafter, the Promoter will not be liable to repair, maintain, renovate, reconstruct or re-build the said common facilities.
37. Until the full Occupation Certificate of the said Building is obtained, the Promoter, shall be entitled, to develop and/or construct additional storey/s, along with one or more terraces, and/or garden, pent houses with or without open spaces attached thereto, and shall be entitled to sell the exclusive use of same and/or dispose of the same at the discretion of the Promoter. The Unit Holder/s shall not be entitled to raise any objection, whatsoever, with respect to the same. The unit holders of such attached terrace/s, garden, pent houses shall be exclusively entitled to the use of the terrace/s or open spaces allotted to them.

38. As soon as the said Building is notified by the Promoter as complete and the Promoter has obtained occupation certificate and offered possession of the said Premises to the Unit Holder/s, the Unit Holder/s shall pay to the Promoter all balance installments of the Purchase Price (if any are pending) and all other amounts/deposits payable under this Agreement within 7 (seven) days of receipt of such written notice served, however in any event prior to taking actual possession of the said Premises.
39. The Promoter has informed the Unit Holder/s that the said Property and said Building is being developed in a phased manner. It has been expressly made clear to the Unit Holder/s that he/she/they/it, shall not be entitled to claim any rebate or reduction in the Purchase Price, nor any other benefit/s from the Promoter, as a result of such phased development.
40. The Unit Holder/s consent/s, acknowledge/s and confirm/s that the Promoter shall, in its own discretion, be entitled to divide the Project and any future probable construction on the said Property into such phases, wings, parts, units as the Promoter may deem fit and proper and the Unit Holder/s do not have and shall not raise any claim or objection against such division of phases, wings, parts or units as long as it does not materially affect the size, position and/or possession date of the Unit. Further, the Unit Holder/s acknowledge and confirm that the rights of the Unit Holder/s shall be only with respect to the Unit and the Unit Holder/s shall not have any rights whatsoever with respect to other phases, wings and/or units of the Project and/or any future probable construction on the said Property.
41. The Unit Holder/s agree/s and undertake/s that the terrace on the top floor of the said Building, including the parapet wall shall always be the property of the said

Society, however the Promoter shall be entitled to use the parapet wall and / or the terrace for installing or setting up equipments that may be required to be put up for providing the agreed amenities to members/unit holder/s as per the agreed terms of the said DRA, and the Unit Holder/s, shall not be entitled to raise any objection/s or ask for any abatement in the price of the said Premises on the ground of inconvenience or any other ground whatsoever. Attached terraces to the respective residential premises, shall exclusively belong to the unit holders thereof and the Unit Holder/s shall not object to the same at any time in future.

42. The Unit Holder/s hereby agree/s that he/she/they/it, shall have no claim in respect of the said Property or any part thereof, and/or the said Building or any part thereof, save and except the said Premises.
43. The Unit Holder/s shall use the said Premises, and every part thereof, and/or permit the same to be used for the purpose of residence only, and shall use / permit the use of the car parking spaces, if any, allotted to the Unit Holder/s, only for the purpose of parking car/s of the Unit Holder/s, and not for any other purpose whatsoever.
44. The Promoter shall call upon the Unit Holder/s to pay Rs._____/- as the share money and entrance fees for membership of the said Society, and to sign all such deeds and documents required for becoming member of the said Society, and the Unit Holder/s shall pay the same within 15 days of the date of such a demand notice.
45. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the unit holder/s as advance or deposit, sums received on account of the share capital for membership of the said Society towards the outgoings, legal

UNIT HOLDER/S

PROMOTER

charges and shall utilise the amounts only for the purposes for which they have been received.

46. The Unit Holder/s shall join the said Society and for this purpose from time to time sign and execute the application for membership and all the necessary applications, documents and other papers and writings for the said purpose and duly fill in, sign and return to the Promoter within 7 (seven) days of the same being forwarded by the Promoter to the Unit Holder/s, so as to enable the Promoter to get the unit holder/s enrolled as members of the said Society. If the Unit Holder/s fail to comply with all the requirements for becoming members of the said Society within the prescribed time limit then the Promoter shall not be held responsible or liable in any manner for such delay.

47. If the FSI, by whatever name or form is increased (a) in respect of the said Property and/ or additional construction (i.e. more than what is envisaged at present) is possible on the said Property (b) on account of the Transferable Development Rights (“TDR”) (or in any other manner is made available for being utilised or otherwise and/or if the sanctioning authorities permit the construction of additional floors/ wing, then in such event, the Promoter shall be entitled to construct such additional floors, wing/s as per the revised building/s plans and deal with the same in the manner the Promoter deems fit and proper).

48. The Unit Holder/s or their nominee or assignee or the said Society hereby specifically and unconditionally agrees and undertakes that all the TDR/ FSI and any other benefits/ advantages present or future arising out of the aforesaid amenities plot/area/ facilities shall exclusively belong to the Promoter and the

UNIT HOLDER/S

PROMOTER

Confirming Party as per the terms and conditions of the said DRA and Unit Holder/s or their nominees or assignee hereby waive all such claim etc..

49. The Promoter hereby declares that the FSI (including TDR/FSI and compensatory Fungible FSI) available in respect of the Phase I of the said Property is **6884.51** sq. mtrs. only. The residual Floor Area Ratio ("F.A.R") and/ or TDR / FSI /Additional Built-up area and/ or compensatory Fungible FSI and/ or any other FSI by whatever nomenclature called in respect of the said Property not consumed will be available to the Promoter and the Society till the full and complete development of the said Property as per the terms of the said DRA. The TDR/ FSI/Additional Built-up area and/ or compensatory Fungible FSI and/ or any other FSI by whatever nomenclature called generated from the said Property has been loaded on the said Property. It is agreed that the Promoter and the Society shall be entitled to purchase/acquire TDR/ FSI/Additional Built-up area and load the same on the said Property for which Unit Holder/s doth hereby accord his/her/their irrevocable consent for the same. It is further agreed and recorded by and between the Parties hereto that the Promoter shall be entitled to undertake the construction work on the said Property as is convenient to the Promoter and as may be permissible under Development Control Regulations Act., 1991, the provisions of the Development Control Promotion Regulations, 2034 and/ or by the MCGM and/or any amendment/s thereto and/or re-enactment thereof from time to time. The residual F.A.R. (FSI) and/ or TDR / FSI/Additional Built-up area (by whatever nomenclature called) of the said Property not consumed will be available to the Promoter/Society till the full and complete development of the said Property which may be acquired by the Promoter hereafter at any time and/or generate TDR/FSI Certificate and either utilize the same for its own purposes or any other property/project of the Promoter and/or its nominees and/or sell and dispose off

UNIT HOLDER/S

PROMOTER

such TDR/FSI Certificate and adjust all benefits and/or sale proceeds etc. emitting therefrom for their own benefit without any reference to the Unit Holder/s and/or being responsible to make over the profits and/or sale proceeds thereof to the unit holders herein. It is agreed by and between the Parties hereto that in the event of Promoter acquiring any other adjacent property/properties to the said Property, the Promoter shall be entitled to utilize FSI and/ or TDR / FSI /Additional Built-up area (by whatever nomenclature called) of the said Property and/or utilize the FSI and/ or TDR / FSI/Additional Built-up area (by whatever nomenclature called) with or without payment of the premium to MCGM and / or any other concerned authority of any adjacent property/properties on the said Property as the Promoter in its sole discretion may deem fit and proper.

50. The Unit Holder/s hereby declare and confirm that he/she has been disclosed and informed by the Promoter about the terms and conditions of the approval granted by the MCGM and grant of condonation for deficiency in open space and the Unit Holder/s hereby agree and undertake to comply with, fulfill, observe and perform the same and shall not dispute or challenge to the same individually and/or as a member of the said society. Also the Unit Holder/s have been disclosed about the deficiency in provision of aisle space of 3.5 mtr. for two way maneouvering of vehicles instead of 6.00 mtr. The Unit Holder/s are aware about open space deficiency and he/she will not object deficiency Open space to the neighborhood whenever they come forward for their development. The Promoter shall hand over the mechanical parking, lifts in working condition with warranty/ guarantee cards of the machine/equipments used for the same to the society. The Unit Holder/s will not complain and hereby indemnify the Promoter/MCGM regarding the Mechanical parking, Lift, Mechanical Ventilation, if not operated properly and

UNIT HOLDER/S

PROMOTER

maintained by society and in case of any accident/mishap while handling/operating the same.

51. The Promoter agrees and also undertakes to compile and preserve the following documents :

- a. Ownership documents
- b. Copies of IOD, CC subsequent amendments, OCC, BCC and corresponding canvas mounted plans.
- c. Copies of Soil Investigation Report
- d. RCC details and canvas mounted structural drawings
- e. Structural Stability Certificate from Lic. Structural Engineer
- f. Structural audit reports
- g. All details of repairs carried out in the buildings
- h. Supervision certificate issued by Lic. Site Supervisor
- i. Building Completion Certificate issued by Lic. Site Supervisor
- j. NOC and Completion Certificate issued by C.F.O.
- k. Fire Safety audit carries out as per the requirements of C.F.O.

and shall be handed over to the said Society within a period of 30 days after the issuance of Occupation Certificate. The said Society shall thereafter preserve and maintain the abovesaid documents/ plans and subsequent periodical structural audit reports and repair history. Further the said Society shall carry out necessary repairs/ structural audits/ fire safety audits etc. at regular intervals as per requirement of C.F.O.

52. It is agreed and recorded by and between the Parties hereto that at any time after the Promoter executes the conveyance/assignment in respect of the said Building and has handed over the said building and the said property to the said Society, any

additional FSI or TDR or Additional Built-up area becomes available on the said Property and the said Society decides to exploit/utilize such FSI or TDR then the said Society shall appoint the Promoter or any of the Promoter's nominees for the development/ construction with respect to such FSI or TDR on the terms and conditions mutually agreed upon by them. The Unit Holder/s hereby gives his irrevocable consent for the same and agrees not to take any objection for the same.

53. Brochures, Pamphlets, Literature, showing Gardens, Open Space, Recreation Area or any other details in the said Plans and/ or in the Brochure, Pamphlets or otherwise, are based on Plans approved by the concerned Authority/ies. Notwithstanding anything contained under this Agreement, in case of any conflict with the details provided in Brochures, Pamphlets, Literature and/ or Plans and in this Agreement, the provisions of this Agreement shall prevail. The Unit Holder/s confirms and consents that the Unit Holder/s have purchased the said Unit solely on the basis of the terms and conditions and representations made in this Agreement and nothing contained in any brochures, pamphlets, literature or any other material shall be binding on either Party and this Agreement supersedes all earlier documents, letters, brochures and/or oral/written representations whatsoever. No additions, deletions, amendments, alterations and/or modifications to/of any of the terms, conditions, stipulations or provisions of this Agreement, shall be valid, binding on or enforceable against either Party, unless the same are recorded in writing and signed by or on behalf of the Parties, as supplemental hereto.
54. The Unit Holder/s agree/s and undertake/s, that without the prior written consent from the Promoter, the Unit Holder/s shall not be entitled to sell, transfer, let, sub-let, or give on leave and license, and/or assign / convey and/or part with possession

of the said Premises or any part/ portion thereof and/or deal with or dispose of his/her/their/its interest in the said Premises including his/her/their/its right, title and interest and/or benefit under the said Agreement or any part thereof to any person/s, company etc. till all his/her/their/its dues of whatsoever nature under this Agreement, owed to the Promoter, are fully paid and also subject to the Unit Holder/s not being guilty of any breach of or non-compliance of any of the terms and conditions of this Agreement. PROVIDED HOWEVER the Promoter may, in its sole discretion, permit the Unit Holder/s to transfer the benefits of this Agreement in favour of any other intending transferee prior to receipt of the entire Purchaser Price, subject however to the payment of transfer premium by the Unit Holder/s and/or such intending transferee to the Promoter at the rates as may be decided by the Promoter in its sole discretion, and thereafter such intending transferee will be bound by the terms and conditions of this Agreement, including obligation to make payment of balance installments of the Purchase Price and also all other costs, charges, expenses and monies payable under this Agreement. All costs towards payment of stamp duty, registration charges and other incidental costs/charges payable for the execution of such an assignment/transfer agreement shall be borne by the Unit Holder/s and the intending transferee alone and a copy of the duly executed agreement shall be furnished to the Promoter within 15 (fifteen) days from the date of registration of the assignment/transfer agreement. The Unit Holder/s undertake to ensure that the intending transferee shall abide by the terms and conditions of this Agreement and that such intending transferee shall be subject to compliance of the terms and conditions of this Agreement.

55. Notwithstanding anything to the contrary contained under Clause 54 above, the Unit Holder/s further agree/s and undertake/s, that the Unit Holder/s shall not sell, assign or transfer their right, title, or interest, in the said Premises or any portion

thereof or the benefits under this Agreement till the said Property is handed over to the said Society. However, the Promoter may at its own discretion have a right to permit such sale, transfer, and assignment on such terms as conditions as it may deem fit and subject to payment of transfer charges/premium and any other cost of transfer as may be applicable on rates that the Promoter may determine in this regard.

56. The Conveyance, Lease or Assignment of the said building/Structures proposed to be constructed in all phases of the Project on the said Property shall be entered into by the Promoter within 3 months from the date of the occupancy certificate of the said building/structure. Further, the hand over of the entire undivided underlying land in respect of the said Property to the said Society under the MAO Act/ MOFA or RERA as the case may be shall be done into within 3 (three) months by the Promoter from the date of issue of the BCC or Occupation Certificate of the Last part of the said building on the said Property and the complete utilization and exploitation of the FSI and TDR potential of the said Property by the Promoter/Society. The above conveyance shall be subject to the receipt of all the outstanding payments including payments mentioned in Annexure “G” hereto from the respective buyers of the units in the said Building on the said Property.

57. The Promoter shall hand over the said Property to the said Society, only after the Promoter has utilized, consumed, loaded etc. entire FSI, potential, yield of the said Property and/or other properties and/or TDR and only after the Promoter has completed the construction of the building and/or other construction on the said Property, and only after the Promoter have sold/allotted all the apartments /premises/shops/offices etc. in the said Building including garages, stilt parking, open spaces and other tenements and only after the Promoter have received all the

amounts and consideration from the purchasers and the Unit Holder agrees and irrevocably consents not to have any demand or dispute or objection in that behalf.

58. The Unit Holder/s agree/s and undertake/s, that on receipt of possession, the Unit Holder/s shall carry out and complete the interior work in the said Unit/s, in accordance with the Rules and Regulations as may be laid down by the Promoter/ the said Society, MCGM and/or concerned authorities, and shall not make any changes in the elevation of the said Building or any part thereof, and shall not carry out such work which may affect or weaken the structure of the said Building, by the use of heavy material, etc, or otherwise.

59. Without prejudice to the aforesaid, if the Unit Holder/s make/s any unauthorized change or alteration or causes any unauthorized repairs in or to the said Premises or the said Building or the said Property, the Promoter/Society as the case may be, shall be entitled to call upon the Unit Holder/s to rectify the same at his/her/its/their own cost and to restore the said Premises or the said Building or the said Property to its original condition within 30 (thirty) days from the date of intimation by the Promoter/Society in that behalf. If the Unit Holder/s do/es not rectify the breach within such period of 30 (thirty) days, the Promoter shall be entitled to terminate this Agreement forthwith in the event of which the consequences of termination as provided under Clause 17 would follow. In the alternative, the Promoter/Society may in its sole discretion decide to carry out necessary rectification /restoration to the said Premises or the said Building or the said Property and all costs/charges and expenses incurred by the Promoter for carrying out such rectification /restoration shall be reimbursed by the Unit Holder/s. If the Unit Holder/s fail/s to reimburse the Promoter any such costs, charges and expenses within 7 (seven) days of demand by the Promoter, the same would be deemed to be a charge on the said

Premises and the Promoter/Society will be entitled to recover from the Unit Holder/s all such costs, charges and expenses. Also, the Promoter would be entitled to terminate this Agreement on expiry of the 7 (seven) day notice period and thereupon the consequences of termination as provided under Clause 17 would follow. The Unit Holder/s hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Promoter from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the Promoter or which the Promoter may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the said Premises or the said Building or the said Property.

60. The Unit Holder/s further agree/s and undertake/s to carry out the interior work strictly, in accordance, with the Rules and Regulations framed by the Promoter / said Society and without causing any disturbance, to the other unit holders of the premises in the said Building. The Unit Holder/s further agree/s and undertake/s to deposit with the Promoter / said Society (as the case may be), a sum of Rs. _____/- (Rupees _____ Only) to be utilized by the Promoter/ said Society, in case of any damage, caused to the said Property, or any part thereof, and the same shall remain deposited, till the entire interior work in the said Unit/s is completed, and shall be refunded without interest to the Unit Holder/s, only in case the amount is not adjusted towards wear and tear and damages so caused, by the Unit Holder/s.

61. All unsold and/or un-allotted units, areas and spaces in the said Building/Property, including without limitation terraces, parking spaces, storage spaces, and service areas shall always belong to and remain the property of the Promoter. The Promoter shall be at liberty to sell, let, sub-let, assign or otherwise deal with or

UNIT HOLDER/S

PROMOTER

dispose of in any manner, whatsoever, all unsold and/or un-allotted units, areas and spaces in the said Building/ Property including without limitation, terraces, parking spaces, storage spaces and service areas as the Promoter may, in its absolute discretion deem fit.

62. The Unit Holder/s shall at no time demand partition of his/her/their/its interest in the said Premises / said Building/ said Property or any part thereof, it being hereby expressly, agreed, understood and confirmed by the Unit Holder/s that his/her/their/its interest in the said Premises / said Building/ said Property or any part thereof is impartible.
63. The Unit Holder/s shall at his/her/their/its own cost maintain the said Unit in the same condition, state and order in which it is delivered to him/her/them/it and shall abide by all the Bye-Laws, Rules and Regulations of imposed by the Promoter, said Society, MCGM or other concerned authorities, and shall be responsible for all actions and violations of any of the conditions and covenants contained in this Agreement.
64. Prior to the Promoter, offering possession of the said Premises to the Unit Holder/s, the Unit Holder/s shall bear and pay all charges / deposits , imposed by concerned authorities or any other statutory authorities.
65. The Promoter has informed the Unit Holder/s and the Unit Holder/s is/are aware and hereby expressly agree/s that the Promoter will be developing the said Property by constructing building thereon as per the phase-wise development programme to be determined by the Promoter in its absolute discretion from time to time. The Unit Holder/s shall not raise any objection or cause any hindrance in the aforesaid

UNIT HOLDER/S

PROMOTER

development/construction by the Promoter whether on grounds of noise pollution, inconvenience, annoyance or otherwise or on grounds that light and air and/or ventilation to the said Premises or said Building or any part thereof is adversely affected or likely to be affected by such construction.

66. a) The Unit Holder/s shall be bound by the Rules, Regulations and Bye-Laws of the said Society.

b) The Promoter or its transferees, successors or assigns shall be admitted as member/s of the said Society to the extent of all unsold and/or unallotted premises, areas and spaces in the said Building. The Bye-Laws of the said Society shall not contain any provision contrary to the provisions herein contained and the Unit Holder/s shall not in any manner raise objection to such admission.

(c) The Promoter or its assigns and successors shall not be obligated to pay any maintenance towards the unsold and/or unallotted premises, areas and spaces in the said Building.

67. It is also CLEARLY UNDERSTOOD AND AGREED BY AND BETWEEN PARTIES that –

(i) The Promoter reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the said Property and any common Rights of Ways with the authority to grant such rights to the Unit Holder/s and/or unit holders of the premises in the buildings being constructed on the said Property (present and future) at all times, during all hours of day and night by foot as also by vehicles of all description howsoever propelled and whether laden or

UNIT HOLDER/S

PROMOTER

unladen and the right of access to the said Property for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms, sewage treatment plant, underground tanks, substation of power supply company etc. situated on the said Property and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities necessary for the full and proper use and enjoyment of the said Property and if necessary to connect the drains, pipes, cables etc. under, over or along the land appurtenant to the said Building without in any way obstructing or causing nuisance to the ingress and egress of the Unit Holder/s /other unit holders of premises in the said building to be constructed on the said Property.

- (ii) The Unit Holder/s is/are aware that the water/storage tanks with respect to the said building being constructed on the said Property are located underground the said building without any specific demarcation of such water/storage tanks as against the location of the said building. Further, the Unit Holders/s is/are aware that the Promoter has provided access to the water/storage tanks of the building to the unit holders of these buildings through one or more entry/exit points of the said building on the understanding that such access will not be used for any other purpose. The Unit Holder/s covenant/s not to disturb the location and placement of these water/storage tanks so as to prejudicially affect the use, enjoyment or operational facilities of any of the said building or other structures constructed on the said Property and to ensure that there is unhindered access at all times to the Promoter and/or Facility-Management Company for the purposes of usual maintenance and repair works as may be required from time to time.

(iii) Necessary provisions for the above shall be made in the Deeds of Transfer/Assignment/Declaration/Deeds of Apartments to be executed in respect of the said Property. The unit holder/s hereby expressly consents to the same.

68. Any delay tolerated or indulgence shown by the Promoter, in enforcing the terms, conditions, covenants, stipulations and/or provisions of this Agreement, or any forbearance, or giving of time, to the Unit Holder/s by the Promoter, shall not be treated / construed / considered, as a waiver or acquiescence on the part of the Promoter of any breach, violation, non-performance or non-compliance by the Unit Holder/s of any of the terms, conditions, covenants, stipulations and/or provisions of this Agreement, nor shall the same in any manner prejudice, the rights / remedies of the Promoter.

69. The Unit Holder/s with intention to bind himself/ herself/ themselves/ itself and all persons / companies into whomsoever hands, the said Premises come and his/her/their/its successors in title / legal heirs, administrators and assigns, doth hereby, covenant with the Promoter as follows –

- (a) To use the said Premises or permit the same to be used only for residential purpose under the Rules, Regulations and Bye-Laws of the said Society, MCGM and other concerned authorities;
- (b) To maintain the said Premises at the Unit Holder/s costs and expenses in good and tenantable repair and condition, from the date of possession of the said Premises being given by the Promoter to the Unit Holder/s, and shall not

UNIT HOLDER/S

PROMOTER

do or permit to be done anything in the said Property and or to the staircases, landings, lobbies, passages, lifts and other common areas, amenities, facilities therein or pertaining thereto which may be against the Rules, Regulations or Bye-Laws of the said Society or concerned authorities or change / alter or make additions in the said Premises or any part thereof, and to the said Building or any part thereof, and in the event of the Unit Holder/s contravening any of the aforesaid provisions, the Unit Holder/s shall be solely responsible for the consequences thereof;

- (c) The Unit Holder/s undertakes to install air-conditioner/s only in the space defined/identified by the Promoter, in the said Unit/s, for the same, and shall strictly observe and comply with all the terms and conditions, if any, which may be imposed, by the Promoter, in respect of the same;
- (d) The Unit Holder/s undertake/s, not to make any structural alterations or additions of whatsoever nature, in the said Premises and/or change the exterior façade of the said Building, floor lobby, common passage windows, elevation or the colour scheme, fittings, fixtures and other specifications in the common areas in the said Building, or the tiling / layout in / of the compound of the said Building, or make any change in the landscaping, gardens or any part of the said Property on which the said Building has been constructed, in any manner, whatsoever, so as to alter the original appearance thereof, as provided by the Promoter, at the time of giving possession;
- (e) Not to demolish or cause to be demolished, the said Premises or any part thereof, nor at any time make or cause to be made any additions or structural alterations of whatever nature, in or to the said Premises or any part thereof, nor any alteration in the elevation and outside the said Building, and shall

keep the said Premises, sewerages, pipes, drains in the said Unit/s and appurtenances thereto, in good and tenable repair order and condition so as to support, shelter and protect other parts of the said Building, and shall not chisel or in any other manner, damage the columns, walls, beams slabs or RCC pardis or the structural member of the said Premises;

- (f) Not to store in the said Premises, any goods, objects, materials which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building, in which the said Premises is situated, or the storing of which goods, objects, or materials is prohibited by the Promoter/ said Society / concerned authorities. The Unit Holder/s, shall not carry or cause or permit to be carried heavy packages to upper floors which may damage or is likely to damage the staircases, common passages, entrances or lifts or any other structure or part of the said Building in which the said Premises is situated nor damage any fire fighting equipments or create any kind of hindrance whatsoever, by blocking fire exits / escapes etc. and in case any damage is caused to the said Building/lifts or any part thereof and /or said Premises on account of the Unit Holder/s or his/her/their/its servants, agents, contractors, workmen, employees, visitors or guests, the Unit Holder/s shall be liable and responsible for all the consequences of the same, and the Unit Holder/s shall become liable and responsible to pay for all the damages incurred or the loss caused or suffered;
- (g) To carry out at the Unit Holder's own cost all repairs to the said Premises which may otherwise endanger the said Building, and in the event of the Unit Holder/s doing or committing any act or deed in contravention of the above provisions, the Unit Holder/s shall be responsible and liable for the

consequences thereof, to the Promoter, said Society and /or concerned authorities;

- (h) Not to throw dirt, rubbish, garbage, rags or other refuse or permit the same to be thrown from the said Premises into the said Property or any portion of the said Building or the said Land or any part /portion thereof;
- (i) Not cause any nuisance, hindrance, disturbance and annoyance to the unit holders of the premises in the said Building or other occupants or users of the said Building, or visitors to the said Building, and also occupiers of any adjacent, contiguous or adjoining properties;
- (j) Pay to the Promoter, within 7 (seven) days of demand, by the Promoter his/her/their/its share of deposits, if any, demanded by the concerned Local Authorities or Government for giving water, drainage, electricity, telephone, gas or any other service/utility provided to the said Premises or said Building or said Property;
- (k) To bear and pay proportionate share of 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 authorities in relation to the said Premises and also for any increases thereof on account of change of user by the Unit Holder/s or otherwise;
- (l) Not to at any time demand partition of the Unit Holder/s interest in the said Premises;
- (m) The Unit Holder/s shall permit the Promoter and their surveyors and agents with or without workmen and others at all reasonable times to enter into and

upon the said Premises or any part thereof, to view and examine the state and condition thereof or to repair the same, at the cost of the Unit Holder/s;

- (n) That the Unit Holder/s shall observe and comply with all the Rules, Regulations which the Promoter may specify and existing Bye-Laws of the said Society and/or additions alterations or amendments thereto, that may be made from time to time, including those for the protection and maintenance of the said Building and the premises therein, and for the observance, performance and compliance of the said Building Rules and Regulations and Bye-Laws for the time being of the concerned authorities. The Unit Holder/s shall also observe, perform and comply with all the stipulations, terms and conditions laid down by the Promoter/ said Society regarding use of all common areas, amenities and facilities in the said Building and the Unit Holder/s shall pay and contribute regularly and punctually towards all the rates, rents, taxes, cesses, assessments, levies, expenses and all other outgoings payable in accordance with the terms and conditions of this Agreement;
- (o) Not to cover or enclose in any manner whatsoever, the open terrace/s, the open balcony/ies, verandah, car parking space/s or other open spaces forming a part or appurtenant to the said Unit/s in the said Building, without the prior written permission of the Promoter / said Society /concerned authorities;
- (p) Not to hang clothes, garments or any other things from the windows, grills, balcony/ies, terrace/s appurtenant to the said Unit;
- (q) To pay all the additional taxes, lease rent, lease renewal fees, etc. that may be levied by the concerned authorities;

- (r) That the Unit Holder/s hereby agrees/s to pay all the amounts payable under this Agreement, as and when they become due and payable, time being the essence of this Agreement. Further the Promoter is not bound to give any reminder notice regarding such payment and the failure thereof, shall not be a plea or an excuse for non-payment of any amount or amounts on their respective due dates;
 - (s) That the Unit Holder/s hereby covenants with the Promoter, to pay any amount/s required to be paid by the Unit Holder/s as agreed under this Agreement and to observe and perform the covenants and conditions except so far as the same ought to be observed by the Promoter;
 - (t) Not do or permit to be done any act or thing which may render void or voidable any insurance of the said Building / or said Property or any part thereof, or whereby, or by reasons whereof, increased premium shall become payable; and
 - (u) After possession of the said Premises is handed over to the Unit Holder/s, the Unit Holder/s shall insure the said Premises from any loss, theft, damage caused due to human intervention or due to any act of god or other Force Majeure incident including fire, riot, strikes, earthquakes, natural calamity or any other cause beyond reasonable human control, and the Promoter shall not be responsible for any loss/damage suffered thereafter.
70. The Unit Holder/s agrees/s that the terms and conditions set out in this Agreement shall supersede all earlier applications, discussions, writings, etc. The Parties confirm/s agree/s and acknowledge/s that this Agreement represents and

UNIT HOLDER/S

PROMOTER

comprises the entire contract between them in respect of the subject matter hereof. The Unit Holder/s hereby expressly admit/s, acknowledge/s and confirm/s that no terms, conditions, particulars or information , whether oral, written or otherwise given or made or represented, including those contained or given in any advertisement, leaflet or brochure, or in any correspondence or other writing or document, by the Promoter and/or their agents to the Unit Holder/s and or his/her/their agents, other than such terms, conditions and provisions as are contained or incorporated in this Agreement, shall be deemed to form part of this Agreement or to have induced the Unit Holder/s to enter into this Agreement. No additions, deletions, amendments, alterations and/or modifications to/of any of the terms, conditions, stipulations or provisions of this Agreement, shall be valid, binding on or enforceable against either Party, unless the same are recorded in writing and signed by or on behalf of the Parties, as supplemental hereto.

71. The Promoter if it so desires shall be entitled to create security on the unsold units being constructed in the said building on the said property by availing loans/financial assistance/credit facilities from banks/financial institutions, against securities thereof, save and except the said Premises allotted hereunder. The Promoter shall be entitled to and be at liberty to sign mortgage deeds, loan agreements and other documentation whether legal or in English form or by way of deposit of title deeds, save and except the said Premises, provided the Promoter shall be the principal debtor and it shall be the sole responsibility of the Promoter to repay such loan amount with interest, charges and expenses thereon. The Unit Holder/s hereby give/s express consent to the Promoter to raise such financial facilities against security of the unsold units in the said building on the said Property being constructed thereon and mortgage the same with

UNIT HOLDER/S

PROMOTER

banks/financial institutions as aforesaid, save and except the said Premises agreed to be transferred hereunder.

72. The Unit Holder/s give/s his/her/their/its consent to the Promoter to securitize the amounts receivable by the Promoter hereunder and to assign to banks/financial institutions the right to directly receive from the Unit Holder/s the balance installments of the Purchase Price or part thereof. The Unit Holder/s agree/s and undertake/s, upon receipt of such intimation in writing by the Promoter, to pay without any delay, demur, deduction or objection to such banks/financial institutions, the balance installments of the Purchase Price or part thereof as the case may be. The Promoter covenants that payment of such balance installments of the Purchase Price or part thereof in accordance with the terms hereof by the Unit Holder/s to banks/financial institutions shall be valid payment of the respective installments due in respect of the Purchase Price and would discharge obligations of the Unit Holder/s hereunder.
73. Notwithstanding the restriction on transfer of the said Premises contained in Clause 54 above, it is agreed that the Unit Holders shall be entitled to avail of loan(s) from banks/financial institutions and mortgage the said Premises (or part thereof) by way of security for repayment of such loan(s) to banks/financial institutions. The Promoter will grant its no objection addressed to such bank/financial institution, however the Promoter shall not incur any personal liability/obligation for repayment of the monies so borrowed by the Unit Holder/s and/or any monies in respect of such borrowings including interest and cost and provided the mortgage created in favour of the bank/financial institution in respect of the said Premises shall not in any manner jeopardize the Promoter's right to complete the construction of the said Building or to develop other

portions of the Property or the Promoter's right title or interest in the said unit and development rights of the said Building and such mortgage shall be subject to the Promoter's first lien and charge on the said Premises in respect of unpaid installments towards the Purchase Price and all other amounts/deposits payable by the Unit Holder/s to the Promoter under the terms and conditions of this Agreement. The Promoter will issue its no objection letter addressed to the bank/financial institution simultaneously against such bank/financial institution issuing its confirmation in writing addressed to the Promoter undertaking to make payment of the balance installments towards the Purchase Price directly to the Promoter as per the Schedule for payment agreed and annexed hereunder and such confirmation letter shall be in a form mutually acceptable to the Parties and such bank/financial institution.

74. The Promoter shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the said Premises/said Building/ said Property by concerned authorities due to non-payment of the Unit Holder/s or other unit holders of their respective proportion of the taxes, utility bills and other outgoings to the concerned authorities on account of default in making such payments, or upon the Unit Holder/s failing to comply with the terms and conditions of this Agreement.
75. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Building, said Property or any part thereof in favour of the Unit Holder/s. The Unit Holder/s shall have no claim save and except in respect of the said Premises and all common areas, amenities & facilities specified in the Third Schedule, will remain the property of the said Society.

UNIT HOLDER/S

PROMOTER

76. The Unit Holder/s is/are aware that as part of the common areas and amenities, the Promoter will be providing several car parking spaces in the ground, podium and stilt levels of the said Building for use by the purchasers/occupiers of the premises in the said Building. At the request of the Unit Holder/s, the Promoter has allocated exclusively to the unit Holders the Car Parks at no additional cost/charge for the exclusive use of the Unit Holder/s. The Unit Holder/s is aware that the Promoter has in the like manner allocated and shall be allocating other car parking spaces to several purchasers/occupiers of premises in the said Building and undertakes not to raise any objection in that regard and the rights of the Unit Holder/s to raise any such objection shall be deemed to have been waived. The Unit Holder/s hereby confirms, warrants and undertakes to use the Car Parks for the purpose of the parking of car(s) only and not otherwise. The Promoter hereby warrants and confirms to the Unit Holder/s that upon execution of conveyances/ assignments/ transfers as contemplated under Clause 56 of the said building and handover of the said Property to the said Society , the Promoter shall endeavour to cause the said Society to confirm and ratify the allocation of the Car Parks in favour of the Unit Holder/s and the Unit Holder/s also hereby agree/s and confirm/s to provide all the necessary assistance to the Promoter to cause the Society not to alter or change the allocation of car parking spaces (including the Car Parks) in the manner allocated by the Promoter to the various purchasers/occupiers (including the Purchaser herein) of the premises in the said Building. The Unit Holder/s is aware that the allotment and right to use the Car Parks will ultimately be subject to the decision of the said Society and will not hold the Promoter responsible for any loss suffered or inconvenience caused if such allotment is ultimately cancelled or varied by the said Society.

UNIT HOLDER/S

PROMOTER

77. The exact location and demarcation of the Car Parks shall be at the sole discretion of the Promoter and the same shall be intimated to the Unit Holder/s at the time of handing over of possession of the said Unit. The unit Holder/s agree/s that he/she/it/they shall not raise any dispute or objection as to the location and/or demarcation by the Promoter of the Car Parks.

78. **Notices**

(a) All notices to be served on the Unit Holder/s as contemplated by this Agreement, shall be deemed to have been duly served, if sent to the Unit Holder/s by Registered post with A/D at his/her/their/its address/es specified against the names above, and shall duly and effectually discharge the Promoter, and shall be deemed to have been received by the said Unit Holder/s. The Unit Holder/s agrees to inform the Promoter in writing of any change in the mailing addresses as mentioned herein. In case of joint Unit Holder/s all the communications shall be sent by the Promoter to the first named Unit Holder/s under this Agreement.

(b) All correspondence/ communication to be served on the Promoter as contemplated by this Agreement shall be deemed to have been duly served, only if such correspondence/ communication have been done through or by Registered post with A/D sent to the Promoter as specified under this Agreement. If in any event the Unit Holder intends to send such correspondence/ communication by an email then the same shall be considered as duly received only if sent to customercare@sunteckindia.com. It is hereby clarified that if any correspondence/ communication is sent to any other email address save and except the above mentioned email address then such correspondence/

communication shall not be considered as duly served and acceptable by/on the Promoter.

79. All stamp duty, registration charges, out of pocket costs, such other charges and expenses incidental to this Agreement and GST or any other tax (if applicable), shall be borne and paid by the Unit Holder/s alone. If due to any changes in Government policy and by virtue of the same, if any additional stamp duty, registration charges and/or any other taxes / rates are levied, the same shall be also be borne and paid by the Unit Holder/s alone.
80. The Unit Holder/s hereby declare/s that he/she/they/it has gone through this Agreement and all the documents relating to the said Building/ said Property and has/have expressly understood the contents, terms and conditions of the same and the Promoter has entered into this Agreement with the Unit Holder/s relying solely on the Unit Holder/s 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 Unit Holder/s to be observed, performed and fulfilled and complied with and therefore, the Unit Holder/s hereby jointly and severally (as the case may be) agree/s, undertake/s and covenant/s to indemnify, save, defend and keep harmless at all times hereafter, the Promoter 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 Unit

UNIT HOLDER/S

PROMOTER

Holder/s and any injury to any property(ies) or persons(s); or death of person(s); or damages to any property(ies) howsoever arising related to the use and/ or occupation of the said Premises and directly or indirectly as a result of the negligence, act and/ or omission of the Unit Holder/s or his / her/ its agents, servants, tenants, guests, invitees and/ or any person or entity under his/its control. Unit Holder/s non-compliance with any of the restrictions regarding the use and/or occupation of the said Premises.

81. The terms and conditions of this Agreement shall be binding on all transferee/s / assignee/s, from time to time, of the said Premises, which the respective Unit Holder/s may sell, transfer / assign and shall be enforceable against all such transferees.
 - i. That all disputes and differences or claims arising out of, or in connection with, or relating to this Agreement, or in the interpretation of any provisions of this Agreement, or the breach, termination or invalidity hereof and the respective rights and obligations of the parties, between the Unit Holder/s and the Promoter (“Dispute”), shall be resolved between them, through mutual discussions and amicable settlement.
 - ii. If such Dispute is not resolved through such mutual discussions within [30 (Thirty)] days after any Party has served a written notice on the other Party requesting the commencement of discussions, any Party may refer such Dispute to the Conciliation forum formed by the Maharashtra Real Estate Regulatory Authority. The Conciliation proceedings shall be held in English language and the venue of the Conciliation proceedings shall be at Mumbai. Only for the reason of interim relief the courts at Mumbai shall have the jurisdiction.

- iii. The Parties acknowledge and agree that both parties have intentionally agreed and chosen this mode of dispute resolution in order to obtain an amicable and speedier resolution of any dispute that may arise between themselves.
82. Except as stated above in clause 81 (conciliation clause), this Agreement shall be governed by the laws as applicable in India and any disputes in relation to this Agreement, shall be subject to the exclusive jurisdiction of Courts at Mumbai, Maharashtra, India.
83. It is abundantly made clear to all the Unit Holder/s who are Non-Resident / foreign nationals of Indian origin, that in respect of all remittances, acquisitions / transfer of the said Premises, 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 Unit Holder/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 Promoter accepts no responsibility in this regard and the Unit Holder/s agrees to indemnify and keep the Promoter indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.

84. The Unit Holder/s hereby declares that he/she/they/it has perused this Agreement entirely and all the documents related to the said Property and the said Premises and has expressly understood the contents, terms and conditions of the same and the Unit Holder/s, after being fully satisfied, has entered and accepted this Agreement.
85. The Promoter states that the Permanent Account Number allotted to it is **AAACI0336E**.
86. The Society states that the Permanent Account Number allotted to it PAN No. **ARUPS2950E**.
87. The Unit Holder/s state/s that the Permanent Account Number allotted to him/her/it/them is _____.

FIRST SCHEDULE ABOVE REFERRED TO

(Description of the said Property)

All that piece and parcel of land or ground lying being and situate as Gilbert Hill, Andheri (West), being Sub-Plot No. 3, bearing CTS No. 278/3 containing by admeasurement 3297.33 square yards equivalent to 2756.56 square meters equivalent to 29672.16 square feet or thereabout in District and Registration Sub-District of Bombay Suburban being portion of the said Plot No. 2 of the Suburban Scheme No. X, Gilbert Hill, Andheri (West), assessed by the Assessor and Collector, Municipal Rates and Taxes, Municipal Corporation of Greater Bombay under 'K' ward No. 7371 (1B) and bounded as follows:

UNIT HOLDER/S

PROMOTER

On or towards the East : Land bearing CTS No. 278/4

On or towards the West : Land bearing CTS No. 278/2

On or towards the North : Government Land (CTS No. 280)

On or towards the South : Private Road

SECOND SCHEDULE ABOVE REFERRED TO
(List of Specifications in respect of the said Building)

INTERNAL AMENITIES

1. LIVING/DINNING/PASSAGE/LOBBY

Floor: Vitrified Tiles

Walls: OBD paint on Gypsum Plaster

Ceiling: OBD paint

2. BEDROOMS

Floor: Vitrified Tiles

Master Bedroom: Vitrified Tiles

Ceiling & walls : OBD paint on POP punning

3. KITCHEN

Floor: Vitrified Tiles

Walls : Ceramic/Vitrified Tiles above platform of 2’ height

Fitting/ Fixtures: Good quality CP fittings & sanitary fittings

4. TOILETS

Walls: Vitrified Tiles

Floor: Vitrified Tiles

Fittings/ Fixtures :

Toilet 1: Good Quality C.P. & Sanitary fitting

Powder Toilet: Wash basin & W.C. Good Quality C.P. fitting

5. SERVANT / DRIVERS TOILET

Floor : Vitrified Tiles

Walls: Ceramic Tiles

Good quality C.P. Sanitary fittings

Windows: Aluminum windows with powder coating.

6. DOORS & WINDOWS

Internal door: Flush Door with laminated

Entrance door: Flush door with laminated

Powder coated aluminum windows

7. Electricals: Good quality switches

Note : Marble and granite are natural materials and as such graining cracks and colour variations occur naturally and are not defects.

EXTERNAL AMENITIES

1. Multipurpose Hall
2. Gymnasium
3. Children Play Area
4. Jogging track
5. Indoor Game Zone
6. Sit outs for senior citizens (comers)
7. Rain Water harvesting
8. Landscaping

- 9. Gated Security
- 10. Society office
- 11. Provision for Drivers and Servant toilet

THIRD SCHEDULE ABOVE REFERRED TO
(Description of the said Premises)

Unit No. _____ admeasuring _____ square meters carpet area on ____ floor of building known as ‘**Gilbird**’ together with right to use and enjoy ____ car parking spaces in the [stilt/podium/ open compound] of the said building and the proportionate share in the common areas, amenities & facilities of the said building, being constructed on the said property as more specifically described in the First Schedule.

IN WITNESS WHEREOF the Parties have executed this Agreement by the hand of their authorized signatories the day and year first hereinabove written.

SIGNED AND DELIVERED by the within)
named **Promoter**, Sunteck Realty Limited)
by the hand of by the hand of its Authorised)
Representative_____)
duly authorized under the Resolution of the)
Board of Directors passed at its meeting)
held on ____ day of _____)
In the presence of)
1.)
2.)

UNIT HOLDER/S

PROMOTER

SIGNED AND DELIVERED by the within)
named **Society**, Municipal Corporation Of)
Greater Bombay Staff Gilbird Co-operative)
Housing Society Limited, through its)
Constituted Attorney, M/s. Sunteck Realty)
Limited by the hand of its)
Director/Authorised Representative)
_____)

In the presence of

- 1.
- 2.

SIGNED AND DELIVERED by the within)
named Unit Holder (s))
(a)_____)
_____)
(b)_____)
_____)
(c)_____)
_____)

In the presence of

- 1.)
_____)
- 2.)
_____)

Annexure “I”
(Payment Schedule)

The Unit Holder/s agrees to accept allotment/purchase from the Promoter, the Unit at or for the Purchase Price of Rs. _____/- (Rupees _____ Only) to the Promoter in the following manner:–

- (i) Rs. _____/- (Rupees _____ Only) being ____% of the Purchase Price, as earnest money paid prior to the execution of this Agreement (the payment or receipt whereof the Promoter hereby admits and acknowledges);
- (ii) Rs. _____/- (Rupees _____ Only) being ____% of the Purchase Price, paid/to be paid within 30 days from the date of booking;
- (iii) Rs. _____/- (Rupees _____ Only) being ____% of the Purchase Price, paid/to be paid within 60 days from the date of booking;
- (iv) Rs. _____/- (Rupees _____ Only) being ____% of the Purchase Price, paid/to be paid within 90 days from the date of booking;

UNIT HOLDER/S

PROMOTER

- (v) Rs. _____/-(Rupees _____
 _____Only) being ____% of the
 Purchase Price, paid/to be paid within 120 days from the date of
 booking;
- (vi) Rs. _____/-(Rupees _____
 _____Only) being ____%
 of the Purchase Price, paid/to be paid within 180 days from the date of
 booking or on completion of Plinth whichever is later;
- (vii) Rs. _____/- (Rupees _____
 _____Only); being __ %,
 on completion of 2nd Slab;
- (viii) Rs. _____/- (Rupees _____
 _____Only); being __ %,
 Purchase Price, on completion of 4th Slab;
- (ix) Rs. _____/- (Rupees _____
 _____Only); being __ %,
 Purchase Price, on completion of 6th Slab;
- (x) Rs. _____/- (Rupees _____
 _____Only); being __ %,
 Purchase Price, on completion of 8th Slab;
- (xi) Rs. _____/- (Rupees _____
 _____Only); being __ %,
 Purchase Price, on completion of 10th Slab;
- (xii) Rs. _____/- (Rupees _____
 _____Only); being __ %,
 Purchase Price, on completion of 12th Slab;

 UNIT HOLDER/S

 PROMOTER

- (xiii) Rs. _____/- (Rupees _____
_____Only); being __ %,
Purchase Price, on completion of all the Slabs;
- (xiv) Rs. _____/- (Rupees _____
_____Only); being __ %,
Purchase Price, on completion of walls, internal plaster, flooring, doors
and windows of the said unit;
- (xv) Rs. _____/- (Rupees _____
_____Only); being __ %,
Purchase Price, on completion of plumbing, electrical work of the said
unit;
- (xvi) Rs. _____/- (Rupees _____
_____Only); being __ %,
Purchase Price, on completion of external plumbing, elevation, terraces
with waterproofing of the building in which the said unit located;
- (xvii) Rs. _____/- (Rupees _____
_____Only); being __ %,
Purchase Price, on Possession of the said Premises being ready to be
delivered to the Unit Holders but in any event before actual possession of
the said Premises being taken by the Unit Holder/s;

RECEIPT

RECEIVED the day and year first hereinabove written of and from the withinnamed
Unit Holder the sum of Rs. _____/- (Rupees _____
_____ Only) by following cheques:

<u>Cheque No.</u>	<u>Date</u>	<u>Amount</u>	<u>Drawn On</u>
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Total
=====

All cheques in favour of the Promoter being the amount of part payment payable by
them to us.

WITNESSES:

WE SAY RECEIVED

UNIT HOLDER/S

PROMOTER