

(DRAFT FOR APPROVAL)

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at Mumbai this day of
..... in the Christian Year Two Thousand

BETWEEN

M/s. SUMER CORPORATION, a partnership firm incorporated and registered under the partnership Act, 1932 having its corporate office at 203, Peninsula Corporate Park, A Wing, Ganpatrao Kadam Marg, Opp. Senapati Bapat Marg, Lower Parel, Mumbai 400 013., hereinafter referred to as "**THE DEVELOPERS/PROMOTERS**", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm and from time to time constituting the said firm, the survivors or survivor of them and the heirs, executors and administrators of last of such survivors or survivor and assigns) of the ONE PART;

AND

MR. /MRS. / M/S.
having his / her/ their address at

..... hereinafter called "**THE PURCHASER/S/ALLOTTEE/S**", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of individual/s his/her/their respective heirs, executors, administrators and permitted assigns/ in case of the HUF, the members and the coparceners of HUF from time to time and the last surviving member and coparcener and the legal heirs, executors and administrators of such last surviving member/in case of partnership firm the partners or partner as at present constituting the said firm the survivors or survivor

of them and the heirs, executors, administrators and permitted assigns of the last survivor or survivors and in case of a limited company/ corporate body its successors and permitted assigns) of the OTHER PART;

WHEREAS

- A. Amritlal Dalpatrai Sheth H. U. F were the absolute owners of all that piece and parcel of land together with the various structures and stone mining quarries thereon known as "Chandivali Quarries" bearing Survey Nos. 6, 7, 12 and 14 corresponding to old C. T. S. No. 11 (pt), 16 (pt), 19 (pt), 20 (pt) and 25 (pt), admeasuring 3,23,538.73 sq. meters or thereabouts of village Chandivali, Kurla, Mumbai 400 072. (hereinafter referred to as "**THE ENTIRE PROPERTY**")
- B. By an Agreement dated 3rd January, 2000, duly registered with the office of the Sub Registrar at Bombay under No. BBJ /162 of 2000 and made between Jitendra Amritlal Sheth as Karta and manager of the Amritlal Dalpatrai Sheth H. U. F. as Owners and Jitendra Amritlal Sheh and others as the Confirming Party and the Developers herein as the Developers therein, the said Owners therein did thereby grant development cum sale rights to the Developers herein in respect of the said Entire property being all that piece and parcel of land together with the various structures standing thereon known as "Chandivali Quarries" bearing Survey Nos. 6, 7, 12 and 14 corresponding to old C. T. S. No. 11 (pt), 16 (pt), 19 (pt), 20 (pt) and 25 (pt), admeasuring 3,23,538.73 sq. meters or thereabouts of village Chandivali, Kurla, Mumbai Suburban District. In view of the payment of the entire consideration by the Developers to the said Owners as stipulated

under the Agreement dated 3rd January, 2000 the Owners placed the Developers herein in possession of the said Entire Property and made and executed two Irrevocable Powers of Attorney both dated 8th October, 2002 duly registered with the Sub Registrar of Assurances at Mumbai under Serial No. 1138 and 1139 of 2002 respectively in favour of the partners of the Developers authorising them to do all acts, things and deeds as they may deem fit and proper in respect of the Entire Property including to transfer and convey the said entire property in its entirety or in parts thereof unto the Developers and/or their nominees.

- C. The said entire property has been declared to be within the Ceiling limit under the provisions of the Urban Land (Ceiling & Regulation) Act, 1976 by various Orders and Corrigendums issued by the Competent Authority under the Urban Land (Ceiling and Regulation) Act, 1976.
- D. By a Deed of Conveyance dated 24th January, 2003, registered with the Sub Registrar of Assurances at Bandra under Sr. No. 695 of 2003 made between Amritlal Dalpatrai Sheth H. U. F. (through their Constituted Attorney Ramesh Sumermal Shah the partner of Developers) as the Vendors therein, the Developers herein being the Confirming Party therein and Slum Rehabilitation Authority (S.R.A.), the said Amritlal Dalpatrai Sheth H. U. F. with the confirmation of the Developers herein did thereby convey and transfer a portion of the said Entire Property to the S.R.A. bearing Survey No. 6, 7, 12, 14 corresponding to C. T. S. No. 11 A (part), admeasuring 65,245.57 sq. mtrs., or thereabouts of Village Chandivali, Kurla, Mumbai Suburban District.

- E. By a Deed of Conveyance dated 6th May, 2003, made between Amritlal Dalpatrai Sheth H. U. F. (through their Constituted Attorney Ramesh Sumermal Shah, the partner of Developers herein) as the Vendors therein, the Developers herein as the Confirming Party therein and Slum Rehabilitation Authority (S.R.A.) and registered with the office of Sub-Registrar of Assurances of Mumbai under Sr. No. BDR7/3933 of 2003, the said Amritlal Dalpatrai Sheth H. U. F. with the confirmation of the Developers herein did thereby convey and transfer to the S.R.A., the said portions of the said Entire Property bearing Survey No. 6, 12 and 14 corresponding to old C. T. S. No. 11 (part), 19 (pt), 20 (pt), 25 (pt) admeasuring 85504.94 sq. mtrs., or thereabouts of Village Chandivali, Kurla, Mumbai Suburban District.
- F. By a Deed of Conveyance dated 1st December, 2003, made between Amritlal Dalpatrai Sheth H. U. F. (through their Constituted Attorney Ramesh Sumermal Shah, the partner of Developers herein), the Developers herein being the Confirming Party therein and Slum Rehabilitation Authority (S.R.A.) and registered with the office of Sub-Registrar of Assurances of Mumbai under Sr. No. BDR7/11311 of 2003, the said Amritlal Dalpatrai Sheth H. U. F. with the confirmation of the Developers did thereby convey and transfer a portion of the said Entire Property to the S.R.A. bearing CTS No. 11 A (part), 16, 16/1 to 92, 19 (part), 19/1 to 28, 20 (part) admeasuring 20512.50 sq. mtrs. or thereabouts of Village Chandivali, Kurla, Mumbai Suburban District.
- G. By an Indenture of Conveyance dated 31st March, 2005 made between Amritlal Dalpatrai Sheth HUF (through its Constituted Attorney Ramesh Sumermal Shah being the Partner of the Developers) the Developers herein being the Confirming Party therein and one Ideal Road Builders Private Limited as the

Purchasers therein, the said Amritlal Dalpatrai Sheth HUF with the confirmation of the Developers herein did thereby convey and transfer unto the Purchasers therein a portion of the said Entire Property admeasuring 5,732.40 sq. mtrs. forming part of the CTS Nos. 11B/12 and 5 to 27 and situate at Village Chandivali, Kurla, Mumbai Suburban District. H By an Indenture of Conveyance dated 31st July, 2007 duly registered with the Sub Registrar of Assurances at Mumbai under Sr. No. BDR 13/5989/2007 and made between Amritlal Dalpatrai Sheth H.U.F. (through its Constituted Attorney Ramesh Sumermal Shah being the Partner of the Developers herein), the Developers herein as the Confirming Party therein and M/s. D.B.S. Reality as the Purchasers therein, the said Amritlal Dalpatrai Sheth HUF with the confirmation of the Developers herein did thereby convey and transfer unto the Purchasers therein a portion of the said Property admeasuring 1,29,223 sq. mtrs. forming part of CTS Nos. 11A and situate at Village Chandivali, Kurla, Mumbai Suburban District.

- I. A portion out of the entire property admeasuring approximately 5000 sq. meters or thereabouts is reserved for the Municipal Garden under the Development Plan for City of Mumbai and remains to be conveyed to the Municipal Corporation of Greater Mumbai.
- J. In the aforesaid premises, the balance of the said Entire property admeasuring 12,015.00 sq. meters comprising of C.T.S. Nos. 11A (Pt) admeasuring 7814.49 sq. mtrs and CTS 25A (P) admeasuring 3720.51 sq. mtrs. alongwith an RG area of 480 sq. mtrs. continues to be held by the Developers and is being sought to be developed by the Developers under the provisions of D.C.R. 33(10) for the purpose of rehabilitating the Certified Slum Dwellers therein and for constructing on a portion thereof on a Saleable Component Building

and which property is more particularly described as Firstly in the First Schedule hereunder written. A copy of the Letter of Intent issued by the SRA being No. SRA/ENG/7641___/PL/LOI dated 20th April, 2017 pertaining to sanction of the redevelopment scheme under DCR 33(10) relating to the property described Firstly in the First Schedule hereunder written is annexed and marked **Annexure-"A"** hereto.

K. The Developers have accordingly earmarked a land area admeasuring 3720.51 Sq. Meters forming part of the Property described as Firstly in the First Schedule hereunder written being CTS 25A (P) and marked as Plot C on the Plan hereto annexed for the purpose of constructing thereon the Saleable Component FSI arising of the Redevelopment of the said Property described as Firstly in the First Schedule hereunder written under the provisions of D.C.R. 33(10) of 1991 and which portion of land is more particularly described as Secondly in the First Schedule hereunder written and hereinafter referred to as the said Property.

L. The Developers accordingly are seized and possessed of the said property described as Firstly in the First Schedule hereunder written and in accordance with the sanction from the Planning Authority have commenced the development of the Sale Component Area in the said property described as Secondly in the First Schedule hereunder written. A certificate of title dated _____ issued by Mr. Mahendra P Bhatt, Advocate in respect of the said property together with the copy of the Property Register Cards in respect of the said property is hereto annexed and marked as **ANNEXURE "B & C"** respectively. The Property Register Cards pertaining to the said Property described in the First Schedule hereunder written has not been mutated in the name of

the Developer in view of the Conveyance of the same having not been executed in their favour and the entire development being carried out in terms of the authority _____ in _____ under the under mentioned Development Agreement.

- M. The Developer has appointed Sheetal Nikhare of M/s. S. S. Associates as Project Architect for providing building designs and drawings of the Rehabilitation Building as well as Sale Building/s (as defined hereinafter).
- N. The Developers/Promoters has appointed **"JW CONSULTANTS LLP"** as Structural Engineers for providing the structural designs and drawings of the said Rehabilitation and Sale Component Buildings.
- O. The Purchaser has accepted the professional supervision of the Architect, Licensed Surveyor and the above referred Structural Engineers and/or any other architect or structural engineer as may be appointed by the Developers/Promoters till the completion of development on the said Property and for the purpose of construction and completion of the said Building/s.
- P. The Developers/Promoters had submitted plans to the Slum Rehabilitation Authority for the development of the said property described as Firstly in the First Schedule hereunder written including for consuming on the property described as Secondly therein the Sale Component FSI and have received the following approvals.

- (a) Intimation of Approval ("IOA") bearing No. SRA/ENG/3896/L/PL/AP dated 21st April, 2017 (Sale

Building), A copy whereof is annexed hereto as **Annexure "D"**.

(b) Commencement certificate ("CC") on
bearing No. for the Sale Building a
copy whereof is annexed hereto as **Annexure "E"**.

Q. Accordingly, the Developers/Promoters have proposed to construct [on the said property described as Secondly in the First Schedule hereunder written] a multi-storeyed building/s having 3 wings namely 'A', 'B' & 'C' and the ground floor plus first floor is proposed to be used for commercial purposes WITH the upper floors for the residential purposes and to be known as "SUMER LIFE" (hereinafter referred to as "the said Building").

This Agreement relates only to the phase of work of the Saleable Component i.e. the said 3 wings of the said Building which as per the present approved plan comprises of 2 Basements + Ground floors (stilt) + podium floor + service floor + 22 upper levels (hereinafter called "**the said Wings**") which may be required to be modified and amended from time to time in keeping with Planning Constraints and to enable optimum consumption of FSI in respect of the said Property.

R. The Purchaser/s/Allottee/s has/have taken full, free and complete inspection to the Purchaser/s/Allottee/s of all the documents of the relating to the said property, sanctions, permissions, approvals, including the sanctioned plans and the proposed common layout plan with adjoining lands/plots and also designs, specifications of the said Apartment prepared by the Developers/Promoters Architect and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "**THE SAID ACT**") and the Rules and Regulations made thereunder including all the documents mentioned in this

Agreement and the Purchaser/s/Allottee/s has/have satisfied himself/herself/themselves/itself about the same.

- S. The Purchaser/s/Allottee/s is/are desirous of purchasing a residential Apartment bearing No. admeasuring Sq. Mtrs. Carpet Area equivalent toSq. ft. carpet area as defined under the said Act on the level of the A/B/C Wing of the said Building to be known as "SUMER LIFE" (and which residential flat is hereinafter referred to as '**the said Premises or the said Apartment**') on the terms and conditions and for the consideration specified hereinafter.
- T. The Parties relying on the confirmation, representations and assurances of each other to faithfully abide by all the terms and conditions and stipulations contained in this Agreement and all applicable laws and the Purchaser/s/Allottee/s, having perused all the necessary documents, deeds and writings related to title and entitlement of the Developers/promoters to the develop the said Property and the said Building along with all other documents as specified in the said Act and under this Agreement and after being fully informed and satisfied about the same, as also about the status, approvals, sanctions and the plans in respect of the said Wing and the said Building, is/are desirous of purchasing from the Developers/Promoters the said Apartment on the terms and conditions and the consideration specified hereinafter.
- U. Prior to the execution of these presents the Purchaser/s/Allottee/s has/have paid to the Developers/Promoters a sum of Rs...../- (Rupees)being part payment of the sale consideration of the Apartment (which is not

more than 10% of the agreed consideration) agreed to be sold by the Developers/Promoters to the Purchaser/s/Allottee/s as advance payment (the payment and receipt whereof the Developers/Promoters doth hereby admit and acknowledge) and the Purchaser/s/Allottee/s has/have agreed to pay to the Developers/Promoters the balance of the sale consideration in the manner hereinafter appearing.

- V. The Developers/Promoters has/have registered the Project under the provisions of the said Act with the Real Estate Regulatory Authority bearing Registration No.

- W. Under section 4 OF THE Maharashtra Ownership Flats Act, 1963 as well as under Section 13 of the said Real Estate Act, 2016 the Developers/Promoters is/are required to execute a Written Agreement for Sale of the said Apartment with the Purchaser/s/Allottee/s being in fact these presents and the parties are required to register the said Agreement in accordance with the provisions of the Registration Act 1908.

- X. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Developers/Promoters hereby agrees to sell and the Purchaser/s/Allottee/s hereby agree/s to purchase the said premises.

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

- 1. The Developers/Promoters shall, under the normal conditions and subject to the availability of the required building materials construct and complete the said building/s as per the said plans,

designs, and specifications seen and approved by the said Purchaser/s/Allottee/s with such variations and modifications as the Developers/Promoters may consider necessary or as may be required by any public authority to be made in them. So long as the area of the said premises (agreed to be allotted to the Purchaser/s/Allottee/s by the Developers/Promoters) is not altered, the Developers/Promoters shall be at liberty (and are hereby permitted) to make variations in the layout/elevations of the property and/or of the building including relocating the open spaces/all structures/buildings/garden spaces and/or varying the location of the access to the said building as the exigencies of the situation and the circumstances of the case may require. The Purchaser/s/Allottee/s hereby expressly consent/s to such variations and amendments as if the said variations and amendments had been incorporated in the approved plans and the consent/s hereby granted shall be deemed to be granted under the provisions of Section 7 of the Maharashtra Ownership Flats Act, 1963 as also under the provisions of Section 14 of the Real Estate (Regulation and Development) Act, 2016 and the Rules thereunder as may have been and may be notified from time to time. The Purchaser/s/Allottee/s agree/s to execute such further consent/s if and when required by the Developers/Promoters and/or the Planning Authority for recording the Purchaser/s/Allottee/s consent/s to amendments to the approved plans and the layout so long as the area of the apartment agreed to be allotted to the Purchaser/s/Allottee/s remain unchanged save and except to the extent of plus or minus 3% of the agreed area.

2. The Purchaser/s/Allottee/s hereby agree/s to purchase from the Developers/Promoters and the Developers/Promoters hereby agree

to sell to the Purchaser/s/Allottee/s, premises bearing Flat/Shop No. ____ on the ____ Floor/level admeasuring _____ sq. mtrs. equivalent to _____ sq. ft. carpet area as defined under the said Act and in terms of the approved plans and as shown on the floor plan of the said premises annexed and marked as **"Annexures E "** to be known as **'SUMER LIFE'** hereto in the building under construction on the property described as Secondly in the **First Schedule** hereunder written alongwith **one /nil parking** (hereinafter referred to as **"the said premises /the said Flat/the said Apartment "**) for the aggregate price of Rs._____/ - (Rupees _____ only) including Rs.----- (Rupees NIL) being the proportionate price of the common areas and facilities appurtenant to the premises. The nature, extent and description of the common/limited common areas and facilities are more particularly described in the **Second Schedule** hereunder written.

3. The Purchaser/s/Allottee/s hereby agree/s to pay to the Developers/Promoters the amount of the purchase price of Rs. _____/- (Rupees _____ only) in the following manner:

Sr. No	Stages	Payment (%)
a.	On or before Rs._____/ - on execution of Agreement being 30% of total consideration	
b.	On completion of Plinth Rs._____/ - (being a 15% of the total consideration	
<u>On Completion of Slab (including Podium & Stilt.</u>		<u>25%</u>
c.	Rs._____/ - on completion of 1 st Floor Slab.	3%
d.	Rs._____/ - on completion of 3 rd Floor Slab	3%

e.	Rs._____-/- on completion of 5 th Floor Slab	3%
f.	Rs._____-/- on completion of 7 th Floor Slab	2%
g.	Rs._____-/- on completion of 9 th Floor Slab	2%
h.	Rs._____-/- on completion of 11 th Floor Slab	2%
i.	Rs._____-/- on completion of 13 th Floor Slab	2%
j.	Rs._____-/- on completion of 15 th floor Slab	2%
k.	Rs._____-/- on completion of 17 th Floor Slab	2%
l.	Rs._____-/- on completion of 19 th Floor Slab	2%
m	Rs._____-/- on completion of 20 th Floor Slab	2%
n.	Rs._____-/- on completion of staircase, lift wells, lobbies up to the floor levels of the said apartment.	10%
o.	Rs._____-/- on completion of the external plumbing and external plaster, elevation, terraces with waterproofing of the building or wing in which the said apartment is located.	5%
p.	Rs._____-/- on completion of the lifts, water pumps, electrical fittings, electro mechanical and environment requirements, entrance lobbies, plinth protection, paving of the areas & all other requirements as per agreement of sale of the building/wing in which apartment is located.	10%
q.	Rs._____-/- being the balance amount against and at the time of handing over possession of the apartment or after receipt of OC.	5%
	Total	100%

The Purchaser/s/Allottee/s agree/s that the time for each of the aforesaid payments as well as other payments to be made by the Purchaser/s/Allottee/s to the Developers/Promoters shall be the essence of the contract. The Developers/Promoters though not bound to forward to the Purchaser/s/Allottee/s the intimation of the Developers/Promoters having carried out the aforesaid work at the address given by the Purchaser/s/Allottee/s under this Agreement and the

Purchaser/s/Allottee/s will be bound to pay the amount of instalments within eight days of Developers/Promoters dispatching such intimation by Courier or Ordinary Post at the address of Purchaser/s/Allottee/s as given in these presents. The Developers/Promoters has/have represented that the instalments paid by the Purchaser/s/Allottee/s shall be deposited in an account specified for the said development project and shall be utilized in accordance with the guidelines and provisions of the Real Estate (Regulation and Development Act, 2016) and the Rules formed thereunder;

The list of specification and amenities to be provided in the premises agreed to be purchased by the Purchaser/s/Allottee/s is/are described in the **Third Schedule** hereunder written.

(d) The Developers/Promoters has/have allowed a rebate on the purchase consideration as well as for early and timely payments of the instalments payable by the Purchaser/s/Allottee/s including by taking into account the benefit of GST input credit passed on by the Developer to the Purchaser which has been factored into while arriving at the purchase price and accordingly the payments under Clause 3 herein have been worked out by the Parties hereto. The Purchaser in view thereof agrees not to make any claim for any benefit for input credit availed off by the Developers in regard to the GST paid by the Purchaser nor to seek any further rebate or concessions on the purchase consideration and to make timely payments of the due instalments.

4. The Developers/Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the premises to the

Purchaser/s/Allottee/s, obtain from the concerned local authority, Part/Occupation Certificates in respect of the said premises.

5. The Purchaser/s/Allottee/s confirm/s that the instalments payable by the Purchaser/s/Allottee/s and all amounts payable under these presents shall be paid on the respective due dates without any delay or default as time in respect of payment of instalments and in respect of all amounts payable under these presents by the Purchaser/s/Allottee/s to the Developers/Promoters is the essence of the contract in view of the considerable concessions and rebate granted to the Purchaser/Allottee while _____ the Purchase price. If the Purchaser/s/Allottee/s delay/s or default/s in making payment of any of the instalments or amounts, the Developers/Promoters shall be entitled to an interest at the rate of 15% per annum on all such amounts and instalments from the date of default till payment and/or receipt thereof by the Developers/Promoters without prejudice, to their other rights in law and under these presents. It is further agreed that on the Purchaser/s/Allottee/s committing default in payment of either the instalments or any other amount or amounts under these presents on the due date (including his/her proportionate share of taxes, rates, cesses, other charges, betterment charges and all other outgoings) the Developers/Promoters shall be entitled at their option to terminate this Agreement PROVIDED AND ALWAYS that the power to terminate herein contained shall be exercised by the Developers/Promoters after giving the Purchaser/s/Allottee/s 15 days prior notice in writing of their intention to terminate this Agreement and specifying the breach or breaches of the terms and conditions on account of which the Developers/Promoters intend to terminate the Agreement and if the Purchaser/s/Allottee/s continue/s the default in remedying such breach or breaches after

the expiry of the stipulated period of fifteen days from the date of such notice from the Developers/Promoters the Agreement shall stand ipso facto terminated without any further notice. It is further agreed that upon termination of this Agreement as stated herein the Developers/Promoters shall refund to the Purchaser/s/Allottee/s the instalments of the said price which the Purchaser/s/Allottee/s may till then have paid to the Developers/Promoters less a sum of 20% of the total price of the Premises which amount shall stand forfeited without the Developers/Promoters being liable to pay to the Purchaser/s/Allottee/s any interest on the amount so refunded. Upon termination of this Agreement, the Developers/Promoters shall be at liberty to dispose off and sell the said premises to such person or persons of such price and on such conditions as the Developers/Promoters may desire and think fit in their absolute discretion and the Purchaser/s/Allottee/s shall have no right in that behalf. The Purchaser/s/Allottee/s agree/s that the Developers/Promoters are not bound to give notice for payment of amounts due under these presents on their respective due dates mentioned herein and the failure thereof shall not be pleaded as an excuse for non-payments of any amount or amounts on their respective due dates. The Purchaser/s/Allottee/s further agree/s that the Developers/Promoters will be liable to refund the amounts as hereinabove stipulated on termination of the Agreement only after Developers/Promoters sell the said Premises and at a price not below the price agreed to be sold to the Purchaser/s/Allottee/s. In the event of the Premises/Apartment being sold at a price below the purchase price agreed with the Purchaser/s/Allottee/s herein then in such event the shortfall will be made good by the Purchaser/s/Allottee/s and the Developers/Promoters will be liable to refund only such balance amounts after taking into account the

shortfall and the 20% forfeiture amount and to which the Purchaser/s/Allottee/s agree/s as evident from the execution hereof. The Purchaser/s/Allottee/s after consulting his/their legal advisors has agreed to the specific agreed terms relating to termination of this Agreement taking into account the fact that the Developers/Promoters have granted considerable rebate and discount while agreeing upon the purchase consideration as well as the instalments for payment as stipulated under clause 3 above.

6. (a) It is expressly agreed that the possession of the said premises will be handed over by the Developers/Promoters to the Purchaser/s/Allottee/s by _____20____ provided the Developers/Promoters have received the full purchase price of the said premises and other amounts payable by the Purchaser/s/Allottee/s to the Developers/Promoters under these presents and provided the construction by the Developers/Promoters is not delayed on account of non-availability of steel, cement or other building material, water or electric supply and no act of God, Civil Commotion, Riot, War force majeure, strike/ lockout/ layoffs of the labour of the Developers/Promoters or of the manufacturers/ suppliers of building materials or other natural calamity or any notice, Order, Rule, Notification of the Government and/or any other Public Body and/or Competent Authority has disturbed the construction schedule of the Developers/Promoters and there is no delay in issue of occupation certificate and/or Building completion Certificate by the Slum Rehabilitation Authority and/or Planning Authority and for such other similar reasons and/or circumstances beyond the control of the Developers/Promoters. In the event of there being delay in completion of construction and handing over possession of

the Premises on account of reasons beyond the control of the Developers/Promoters, the Developers/Promoters will not be held responsible for the same and the Purchaser/s/Allottee/s shall not make any claim for damages or compensation on account of delayed possession in view of such delay being on account of reasons beyond the control of the Developers/Promoters.

- (b) If the Developers/Promoters are unable to give possession of the said premises by the dates stipulated hereinabove then the Developers/Promoters agree that they shall be liable on demand by the Purchaser/s/Allottee/s to refund to the Purchaser/s/Allottee/s the amounts already received by them in respect of the said premises with simple interest at the rate of 9% per annum from the date of Developers/Promoters having received the sum till the dates the amounts and interest thereon is repaid by the Developers/Promoters to the Purchaser/s/Allottee/s. It is agreed that upon demand for refund of the said amount together with interest as stated hereinabove the Purchaser/s/Allottee/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Developers/Promoters or against the said premises or against the said property in any manner whatsoever and the Developers/Promoters shall be entitled to deal with and dispose off the said premises to any person or party as the Developers/Promoters may desire at their absolute discretion;.

- (c) The Purchaser/s/Allottee/s shall pay escalations as may be levied by the Developers/Promoters on account of any

premium, additional premium and/or development charges being levied or enhanced by the Planning Authority. In the event of the Purchaser/s/Allottee/s failing to pay such escalation, the same will constitute a breach and result in termination of the Agreement.

7.(a) The Purchaser/s/Allottee/s shall take possession of the premises within 15 days of the Developers/Promoters giving written notice to the Purchaser/s/Allottee/s intimating that the said premises are ready for use and occupation. Upon the possession of the said premises being delivered to the Purchaser/s/Allottee/s, he/she/they shall be entitled to the use and occupation of the said premises. Upon the Purchaser/s/Allottee/s taking possession of the said premises he/she/they shall have no claim against the Developers/Promoters in respect of any item of work in the said premises which may be alleged not to have been carried out or completed and it is agreed that all such claims of the Purchaser/s/Allottee/s against the Developers/Promoters shall be deemed to have been waived and/or given up by the Purchaser/s/Allottee/s.

7.(b) The Developers/Promoters shall confirm the final RERA carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three (3) percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Developers/Promoters in the event of any change in the carpet area. If there is any reduction in the RERA carpet area within the defined limit then

Developers/Promoters shall refund the excess money if paid by Purchaser/s/Allottee/s within forty-five days. If there is any increase in the RERA carpet area allotted to Purchaser/s/Allottee/s, the Purchaser/s/Allottee/s will on demand pay the excess money in respect of the additional RERA carpet area to the Developers/Promoters within 7 (seven) days of such demand.

8. (a) Commencing a week after notice is given by the Developers/Promoters to the Purchaser/s/Allottee/s that the premises are ready for use and occupation, the Purchaser/s/Allottee/s shall be liable to bear and pay the proportionate share of outgoings in respect of the said land and building namely local taxes, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary of and incidental to the management and maintenance of the said land and building including the charges payable to the Facility Management Agency [FMC] as is/if proposed to be appointed by the Developers/Promoters for the maintenance of the Building, Common Areas. Until the Society is formed and the said land and building transferred to it, the Purchaser/s/Allottee/s shall pay to the Developers/Promoters such proportionate share of outgoings as may be determined by the Developers/Promoters. The Purchaser/s/Allottee/s further agree that till the Purchaser/s/Allottee/s share is so determined the Purchaser/s/Allottee/s shall pay to the Developers/Promoters provisional monthly contribution of Rs._____/ - per month towards the outgoings. The Purchaser/s/Allottee/s undertake/s to pay such provisional monthly contribution and such proportionate share of

outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reasons whatsoever. At the time of being placed in possession the Purchaser/s/Allottee/s will deposit with the Developers/Promoters 18 months advance outgoings on the basis of the tentative outgoings amounts as would be conveyed to the Purchaser/s/Allottee/s by the Developers/Promoters. The Purchaser/s/Allottee/s and/or their proposed Society will not require the Developers/Promoters to contribute proportionate share of the maintenance charges of the premises with or without garage/parking and other areas attached thereto which are to be constructed or which are not sold and disposed off by the Developers/Promoters. The Developers/Promoters will pay only the Municipal Assessments in respect thereof, however if permissible in law will also be entitled to the refund of the Municipal Taxes on account of the vacancy of the unsold premises.

- (b) The Purchaser/s/Allottee/s is/are aware that the Sale Building and the common areas and amenities in the Sale Building/Property, shall be maintained and managed by the Promoters/Developers/a Facility Management Company (FMC) appointed by the Developers/Promoters for a period of years in accordance with the contract provisions of the FMC. The Society and/or the Purchaser/s/Allottee/s notwithstanding the Society being entrusted with the management of the Sale Building will till the end of the terms of appointment of the said Agency honour and abide with the contract made by Developers/Promoters with the FMC and thereafter, as may be mutually decided by the

Developers and the Ultimate Organization/Society either continue with the same and/or appoint such other Facility Management Agency as may be agreed upon. The Purchaser/s/Allottee/s alongwith the other Purchaser/s/Allottee/s of the Premises shall be bound to avail of the services provided or arranged by or through the Developers / Promoters/ FMC at a cost or charges that may be fixed by the FMC and will not be entitled to seek any rebate in any charges, maintenance etc. on account of not availing the said facilities. All common costs, charges and expenses that may be claimed by the Developers / Promoters/ FMC shall be to the account of and borne by the Purchaser/s/Allottee/s of the Premises in the Sale Building. These common costs shall be shared by all such Purchaser/s/Allottee/s on pro-rata basis determined by the Developers/Promoters and/or FMC, which determination shall be binding on the Purchaser/s/Allottee/s. Notwithstanding the initial appointment of the FMC by the Developers / Promoters, the Developers / Promoters shall not be liable or responsible for any deficiency in services provided by the FMC.

9. The Purchaser/s/Allottee/s agree/s and bind himself/ herself/themselves on or before the delivery of the possession of the said premises, to pay to the Developers/Promoters the following amount:

- (1) Rs./- (Rupees only) for legal charges;
- (2) Rs./- (Rupees only) for share money, application entrance fees of the society;

- (3) Rs./- (Rupees only) for formation and registration of the society;
- (4) Rs./- (Rupees only) being approximately 18 months provisional outgoings for the payment of proportionate share of provisional maintenance, charges, outgoings, which will include Municipal and other taxes and charges of water bills, common electric bill and FMC charges etc.;
- (5) The Purchaser/s/Allottee/s agree/s to pay to the Developers/Promoters a sum of Rs./- (Rupees Only) on account and towards the amount of the deposit payable to the Mumbai Municipal Corporation as Water Meter Deposit and amount payable to the B.E.S.T. /MSEB/RELIANCE ENERGY for the Electric Meter to be installed on the said Premises/Terrace or covered parking space of the Purchaser/s/Allottee/s.
- (6) Rs./- (Rupees Only) towards development charges and premiums levied by the Planning Authorities in the course of grant of development permissions.
- (7) Rs./- (Rupees only) as a building maintenance deposit which will be transferred by the Developers/Promoters to the Society at the time of entrusting management of the new building to the Society.

The Developers/Promoters shall utilize the sum of Rs./- (Rupees Only) paid by the Purchaser/s/Allottee/s to the Developers/Promoters under Sub-Clause (1) and (3) hereinabove, for meeting all legal costs, charges and expenses, including professional costs of the Advocates of the Developers/Promoters in connection with the formation of the said society, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this agreement. The aforesaid deposit/payments shall not carry any interest. The

Purchaser/s/Allottee/s shall not ask for any refund or any account of the said amounts from the Developers/Promoters. The amounts so paid by the Purchaser/s/Allottee/s to the Developers/Promoters under 9(4), (5) herein shall not carry any interest and remain with the Developers/Promoters until a Deed of Conveyance/ Lease is executed in favour of the Society as aforesaid. The amounts paid under 9(6) above will stand appropriated absolutely by Developers/Promoters without being required to account for the same in any manner whatsoever. Subject to the provisions of Section 6 of the MOFA Act, on such assurance being executed, the aforesaid deposit under 9(4), 9(5) and (7) (less the outgoings in respect of the premises purchased and deduction provided for in the Agreement) shall be paid over by the Developers/Promoters to the Society. The Developers/Promoters confirm that the maintenance and outgoings to be paid by the Purchaser/s/Allottee/s will be calculated on the basis of the proportion of the carpet area of the said premises to the carpet area of all the Premises in the entire building.

10. The Purchaser/s/Allottee/s shall not use the said premises or any part thereof or permit the same to be used for purpose other than residence. He/she/they shall not use the parking space if allotted to the Purchaser/s/Allottee/s as an additional amenity for the purposes other than for keeping or parking the Purchaser/s/Allottee/s's own motor car. The Purchaser/s/Allottee/s is/are fully aware that the parking if allotted to the Purchaser/s/Allottee/s will be subject to the rules and regulations as may be framed by the Co-operative Housing Society or Association of Purchaser/s/Allottee/s and the Purchaser/s/Allottee/s agree/s to abide with the same.

11. The Purchaser/s/Allottee/s shall not store in the said premises any goods which are hazardous, combustible or dangerous in nature or so heavy as to damage the construction or structure of the Building or are objected to by the concerned local or other authorities, and shall not carry or cause to be carried heavy packages to the upper floors which are likely to damage the staircases, common passages or any other structure of the Building including entrances of the premises and the Purchaser/s/Allottee/s shall be liable for the consequences of breach of this clause.
12. The Developers/Promoters hereby represent to the Purchaser/s/Allottee/s as follows:
- (A)i In terms of and as set out in the title report annexed to this agreement the Developers/Promoters are well and sufficiently entitled to carry out development upon the said land and also has actual physical and legal possession of the said Property.
- ii) The Developers/Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the said property and shall obtain requisite and further approvals from time to time to complete the development of the said property and to avail of the entire development potential thereof in terms of the Development Control Regulations;
- iii) There are no encumbrances upon the said Property save and except those as may be disclosed in the title report;
- iv) There are no litigations pending before any Court of law with respect to the said property which restrain the development

of the property or the making of this Agreement save and except those disclosed in the title report;

- v) All approvals, licenses and permits issued by the competent authorities with respect to the said building/Wings under construction are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the said property and said building/Wings and the further buildings is to be constructed shall be obtained from the Planning Authority in accordance with law;
- vi) The Developers/Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s/Allottee/s created herein, may prejudicially be affected;
- vii) The Developers/Promoters have not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said land and the said premises which will, in any manner, affect the rights of Purchaser/s/Allottee/s under this Agreement;
- viii) The Developers/Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the offering of possession of the new premises to the Purchaser/s/Allottee/s;

- ix) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Developers/Promoters in respect of the said property save and except as may be disclosed in the title report.
- (B) The Purchaser/s/Allottee/s has/have prior to the execution of this Agreement satisfied himself/ herself/itself/ themselves about the title of the Developers/Promoters to the said Property described in the First Schedule hereunder written and have absolutely accepted the same.
- (C) The Purchaser/s/Allottee/s has/have also prior hereto satisfied himself/herself/themselves of the F.S.I. available and presently consumed on the said Property described in the First Schedule hereunder written, having inspected the sanctioned building plans. The Purchaser/s/Allottee/s are informed and are aware that the Developers/Promoters will be utilizing further FSI as would be available and sanctioned by the Planning Authority from time to time under various provisions of the Development Control Rules as may be modified and amended from time to time and/or as may come into force and the Purchaser/s/Allottee/s are aware of the same and as disclosed in the manner herein contained records that he/she/it/they has/have no grievance in respect thereof of any notice whatsoever.
13. The Purchaser/s/Allottee/s shall from the date of possession, maintain the said premises at his/her/their own costs in good and tenantable repairs and shall not do or suffer to be done anything in or to the said premises the staircases and/or common passages

which may be against the rules and/or regulations and/or bye-laws, rules or regulations of the Municipality or legal bodies or Society or any other authority nor shall the Purchaser/s/Allottee/s change, alter or make additions and/or alterations in or to the buildings or any part thereof or change the user thereof. The Purchaser/s/Allottee/s shall be responsible for violation or breach of this provision and hereby agree/s to save harmless, indemnify and keep indemnified the Developers/Promoters as well as such Co-operative Society against any action and liability of any nature whatsoever on account of any such breach, defaults, commission or omission on the part of the Purchaser/s/Allottee/s.

14. The Developers/Promoters shall be at liberty to sell, assign, transfer or otherwise deal with their right, title or interest in the said property and/or in the building to be constructed thereon and mortgage the same provided it does not in any way affect or prejudice the area of the Purchaser/s/Allottee/s in respect of the said premises and provided the mortgage if averted is released to the extent of the Purchaser/s/Allottee/s premises. The Developers/Promoters shall not hereafter mortgage or create any charge on the said premises agreed to be acquired by the Purchaser/s/Allottee/s.
15. The Purchaser/s/Allottee/s shall permit the Developers/Promoters and their servants 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 and the Purchaser/s/Allottee/s shall make good within three months, of the giving of a notice, all defects, decays and wants of repairs of which such notice in writing shall be given by the Developers/Promoters to the Purchaser/s/Allottee/s. The Purchaser/s/Allottee/s shall also permit the Developers/Promoters

and their servants and agents with or without workmen and others at all reasonable times to enter into and upon the said premises for the purposes of repairing any part of the building and for the purpose of making repairs, maintaining, rebuilding, clearing, lighting and keeping in order and condition all services, drains, pipes, cables, water courses, gutter, wires, party wall, structures or other conveniences belonging to or serving or used for the said building also for the purpose of laying, maintaining, repairing and reinstating drainage and water pipes and electric wires and cables and for similar purposes.

16. A. It is clearly understood and agreed by and between the parties hereto that the Developers/Promoters shall have the unqualified and unfettered right to sell on ownership basis to any one of their choice the terrace above the top floor of the said building which has been attached to the top floor of the building by an internal staircase and forms part of the top floor flat subject to the necessary means of access to be permitted so as to reach the water tanks of the building. The Purchaser/s/Allottee/s of such terrace shall be absolutely entitled to make use of the same for all legitimate purposes whatsoever.

IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the terrace space if any, in front of or adjacent to any of the Flats of the said Building "**Sumer Life**" shall belong exclusively to such Purchaser/s/Allottee/s and such terrace spaces are intended for the exclusive use of the said terrace flat Purchaser/s/Allottee/s.

17. The Purchaser/s/Allottee/s after receipt of possession of their premises shall permit the Developers/Promoters and their surveyors and agents, with or without workmen and other, at all

reasonable times to enter into and upon the said land and premises or any part thereof to view and examine the state and condition thereof.

18. The Developers/Promoters shall have first lien and charge on the said premises agreed to be acquired by the Purchaser/s/Allottee/s in respect of any amount payable by the Purchaser/s/Allottee/s under the terms and conditions of this Agreement.
19. If at any time after entering into this Agreement the floor space index is increased by the Government, Slum Rehabilitation Authority or the Municipal Corporation for Greater Mumbai or any other public Body or authority or T.D.R. F.S.I. is permitted to be consumed on the said property and as a result thereof the Developers/Promoters become entitled to avail of the said increase and construct additional floors, and/or additional structures on the said property or if otherwise the Developers/Promoters become entitled to construct additional floors, areas, or additional structures on the said property by paying of premium or otherwise howsoever the Developers/Promoters shall be entitled to do so and shall be entitled to sell the additional floors, areas or such additional structures to be constructed by them on the said property to the prospective Purchaser/s/Allottee/s thereof even if the Conveyance or Lease has in the meantime been executed in favour of such Co-operative Society and that such prospective Purchaser/s/Allottee/s of the other premises shall have right to and that they shall also be admitted as the members of such a Co-operative Society that may be formed of all the Purchaser/s/Allottee/s of other premises in the said building and/or on the said property.

20. (a) The Purchaser/s/Allottee/s hereby covenant/s, agree/s and undertake/s to sign such consent letters and other papers as may be required by the Developers/Promoters from time to time for availing of the benefit of construction of the additional floors/area and/or structures as per the rules and regulations of the local authority;
- (b) The Purchaser/s/Allottee/s shall from time to time sign all applications, papers and documents, and do all such acts, deeds, matters and things as the Developers/Promoters and/or the society may require for safeguarding the interest of the Developers/Promoters and/or the Purchaser/s/Allottee/s and the other Purchaser/s/Allottee/s of the premises in the said building.
21. The BEST Undertaking or TATA Power Limited or RELIANCE POWER or any other local body or authority requires a sub- station to be put on the stipulated property, the costs, charges and expenses of the land and structure thereof shall be borne and paid by all the Purchaser/s/Allottee/s of the premises in the said building including the Purchaser/s/Allottee/s herein in proportion with the carpet area of their respective premises.
22. The Purchaser/s/Allottee/s hereby agree/s and bind/s himself/herself/themselves to pay to the Developers/Promoters or to the said Society when formed, as the case may be, such amounts as may be required to be paid in respect of the Society Office Charges, Garden, Cable Charges, FMC charges development charges and similar other disbursements as and when demanded by the Developers/Promoters and the same shall be paid by all the Purchaser/s/Allottee/s of the flats/terraces/open or covered parking spaces.

23. (a) The Purchaser/s/Allottee/s hereby agree/s and bind/s himself/herself/themselves to pay to the Developers/Promoters or to the said Society when formed, as the case may be, such amounts as non-interest bearing deposit or otherwise as may be required to be paid in respect of Electricity meter deposit, water meter charges, Gas Meter deposits and similar other deposits/disbursements as and when demanded by the Developers/Promoters and the same shall be borne and paid by all the Purchaser/s/Allottee/s of premises in the building in proportion to the area of respective flats/ terraces/ open or covered parking spaces;
- (b) The Purchaser/s/Allottee/s agree/s to pay to the Developers/Promoters within 7 days on demand the Purchaser/s/Allottee/s SHARE of such deposits;
- (c) The Purchaser/s/Allottee/s agree/s to pay the development and/or betterment charges or other levy by the concerned local authority, Government and/or any other public authority in respect of the said land and/or buildings along with all the Purchaser/s/Allottee/s of flats/premises/shops in the Building in proportion to the floor area of their respective premises.
- (d) Any default in making payment of the amounts due under (a) to (c) above will be deemed to be a default and breach of this Agreement on the part of the Purchaser/s/Allottee/s and will result in the termination of this Agreement and forfeiture of the moneys paid under these presents.
24. The Developers/Promoters or any person or persons nominated by the Developers/Promoters or the party/s to whom the rights concerned under this clause are assigned shall have an absolute

right to make additions, put up additional structures as may be permitted by Slum Rehabilitation Authority, the Municipal Corporation and other competent Authority and such additions, alterations and structures will be the sole property of the Developers/Promoters or their nominee or nominees as the case may be who will be entitled to dispose off the same in any way they choose and the Purchaser/s/Allottee/s hereby consent/s to the same. The Developers/Promoters and/or their nominee or assigns shall be entitled to display advertisements or hoardings or sign boards or neon signs on any portion of the compound comprised in the said premises including the terrace walls, parapet walls dead wall and compound walls and shall be exclusively entitled to the income that may be derived by display of the said advertisements or hoardings at all times hereafter. The Developers/Promoters and/or their nominees or assigns shall also be entitled to install V-Sat Antenna and Broadcasting and Communication Towers on the Terrace of the buildings and to appropriate the entire income or consideration in respect thereof for themselves. The Agreement with the Purchaser/s/Allottee/s in the said building shall be subject to the aforesaid rights of the Developers/Promoters or their nominee or nominees or assignees and the Purchaser/s/Allottee/s shall not be entitled to raise any objection or to any reduction in the price of the flat/garages/parking spaces agreed to be acquired by him/her/them/itself and/or compensation or damages on the ground of inconvenience or any other ground whatsoever AND IT IS HEREBY AGREED that the Developers/Promoters shall be entitled to nominate any other person or persons to obtain the benefit of the rights and interest conferred by this clause or to assign such benefits, rights and interest in favour of other persons. Such nominee or assignee shall be admitted as member/s of the said Co-

operative Society, to whom the said rights will be transferred in pursuance of the provisions hereinafter contained provided further that neither of the Purchaser/s/Allottee/s or the Society, shall be entitled to charge the Developers/Promoters and/or its nominee or assignees any amount by way of maintenance or otherwise in respect of the rights and benefits conferred upon them by this clause.

25. (i) The Developers/Promoters hereby declare/s that they are presently constructing the proposed building as per the floor space index available in respect of the said property and if, however, there is any increase in floor space index available in respect of the said property or in the event of the Developers/Promoters proposing to avail of any additional FSI as may be permitted to be consumed by availing of any other provisions of the Development Control Regulation, the Developers/Promoters alone shall be entitled to utilize such additional floor space index by constructing additional floor/s on the said building as may be approved by Slum Rehabilitation Authority, any other local authority or Government of Maharashtra or other competent authority. The residual F.S.I. if any, in the said property available but not sanctioned will be available to the Developers/Promoters even after the registration of the society as well as the transfer of the said property and building to the Society and the Developers/Promoters will be entitled to utilize the same by constructing on the said property. The Purchaser/s/Allottee/s agree/s and undertake/s to permit and give the Developers/Promoters all facilities for making any additions, alterations or to put up any additional structures or floors, on the said property even after the said society or limited

company is formed and registered to enable the entire FSI and or other benefit being utilized by the Developers/Promoters on the said property. The Purchaser/s/Allottee/s will not be entitled to any rebate and/or charge for alteration and additions made in the said Building.

(ii) It is hereby expressly clarified, agreed and understood between the parties hereto that:

(a) The Developers/Promoters are entitled to use the available FSI and T.D.R., for construction of the building/s on the said Entire Property.

(b) The entire unconsumed and residual F.S.I. and T.D.R., if any in respect of the said building to be constructed on the said Property and the entire increased, additional and extra F.S.I. which may be available at any time hereafter in respect thereof for any reason whatsoever including because of change in the status, D. P. Plan, Rules, Regulations and bye-laws governing the FSI as also the F.S.I. which may be available as aforesaid on any account or due to any reason whatsoever, including on account of handing over to the Slum Rehabilitation Authority, the Government or the Municipality any set back area, and/or due to any change in law, rules or regulations, shall absolutely and exclusively belong to and be available to Developers/Promoters and neither the Purchaser/s/Allottee/s herein, nor the Organization of Purchaser/s/Allottee/s shall have or claim any rights, benefits or interest whatsoever including for use and consumption in respect thereof and/or of inconvenience

and/or of light and ventilation and/or density and environment and/or of water and electricity;

- (c) The Developers/Promoters, shall have the full right, absolute authority and unfettered discretion to use, utilize and consume the aforesaid FSI and TDR respectively for constructing any new and additional structures and floors thereon, and/or otherwise howsoever, as the Developers/Promoters may desire and deem fit and proper and as may be legally permitted, whether now or at any time in future. It is expressly agreed that in case of vertical expansion of the said building by way of additional floor/s, the Developers/Promoters shall be entitled to shift the water tank/s, dish antenna/s, relay station for cellular and satellite communications etc., either over and above such additional floors and/ or extension or such other place/s as the Developers/Promoters may deem fit and proper. In the event of separate Buildings to be constructed in the property the Developers/Promoters shall be entitled to shift and relocate the compulsory open space, recreation grounds etc. and the Purchaser/s/Allottee/s do/does hereby irrevocably authorize the Developers/Promoters in that regard and agree/s not to object to any modifications and amendments to the layout plans as may be required by Developers/Promoters to consume the additional FSI/TDR on the said property.
- (d) All such new and additional tenements, units, premises buildings and structures shall absolutely and exclusively belong to the Developers/Promoters, and neither the Purchaser/s/Allottee/s herein, nor the Common Organization of Purchaser/s/Allottee/s shall have or claim any rights, title,

benefits or interests whatsoever in respect thereof, and the Developers/Promoters shall be entitled to deal with, sell, let or otherwise dispose of and transfer the same in any manner, to any person/party of its choice, for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, and neither the Purchaser/s/Allottee/s nor the Common Organization shall raise any dispute or objection thereto and the Purchaser/s/Allottee/s hereby grants his/her/their irrevocable consent/s to the same;

(f) The Common Organization/Society of Purchaser/s/Allottee/s shall admit as its members all Purchaser/s/Allottee/s of such new and additional units/premises/ tenements whenever constructed in the said building.

(i) The Developers/Promoters shall be entitled to grant any Right of Way or license of any right through, over or under the said property to any person or party including occupant, Purchaser/s/Allottee/s or person entitled to any area or areas in any building(s) which may be constructed by the Developers/Promoters on the said property or any other adjoining property or properties to the said property or to any other person as the Developers/Promoters may desire or deem fit.

26. It is further agreed by the Purchaser/s/Allottee/s that he/she/they shall not at any time either at the time of carrying out the interior works or otherwise make any changes in the facade elements or elements supporting facade, that the window above the ledge should be retained to avoid leakage in side of the said Premises and that the gap between the ledge and structural glazing should not be

closed and that there should not be any change in this regard, there should not be any tampering for the existing services like plumbing, electrical, AC ducts, etc. in the service duct areas, there should not be any tampering to any R.C.C. members like columns, beams, slabs, etc., there should not be any tampering of the smoke seal, no work is allowed in the Electrical or Plumbing duct under any circumstances and breach of the same will result in termination of this Agreement. The Purchaser/s/Allottee/s shall only cover the windows with safety grills in the manner, specification and design as suggested by the Developers/Promoters and as per the sample already placed on the site. The Purchaser/s/Allottee/s will not make any changes in the common areas of the Building and any such act will constitute a breach of this Agreement.

27. The Purchaser/s/Allottee/s shall at his/her/their own costs carry out all internal repairs of the said premises and maintain it in the same condition, state and order in which it was delivered to the Purchaser/s/Allottee/s and shall not do or suffer to be done anything in or to the said premises including changing any of the plumbing and electrical fittings, connections which may be against any rules, regulations and bye-laws of the concerned local authority or other public authorities and the Purchaser/s/Allottee/s shall be responsible to the concerned Local Authorities and/or the other public authorities for anything so done in connection with the said Building and/or the said premises and shall be liable for the consequences thereof.
28. The Purchaser/s/Allottee/s shall not do or permit to be done any act, deed, matter or thing which may render void or voidable any insurance of the building in which the said premises are situated or cause any increased premium to be payable in respect thereof. The Purchaser/s/Allottee/s shall not decorate the exterior of

his/her/its/their flat/parking space otherwise than in the manner agreed to with the Developers/Promoters or in the manner as far as may be in which the same was previously decorated.

29. The Purchaser/s/Allottee/s shall not throw dirt, rubbish, rags or refuse or otherwise permit the same to be thrown in any portion of the Building or the compound in which the said premises are situated.

30. (a) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said premises or of the said plot and building or any part thereof. The Purchaser/s/Allottee/s shall have no claim save and except in respect of the premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, stair cases, terraces, recreation spaces, temple etc. will remain the property of the Developers/Promoters. It is agreed that the Purchaser/s/Allottee/s will have no objection if the Developers/Promoters decide to allot any portion under the stilt to the persons not being the Purchaser/s/Allottee/s of the premises in the said building. The Purchaser/s/Allottee/s and the Proposed Society shall admit the said Developers/Promoters as their nominal members. The Purchaser/s/Allottee/s will not take any objection if the Prospective Owners enclose or cover their respective portion under the stilt subject to necessary permission from Concerned Authorities;

(b) The Developers/Promoters shall be entitled to further amalgamate the property described in the First Schedule hereunder written with any other adjoining properties as also amalgamate, club and merge the redevelopment scheme

sanctioned by the SRA with any other SRA Scheme as may be permitted by the Concerned Authority if they so desire and arrive at a further comprehensive redevelopment scheme reserving suitable rights not limited to access to and from any other adjoining properties and in respect of any other sanctioned SRA Schemes sought to be clubbed and as may be acquired by the Developers/Promoters

- (c) Nothing contained in these presents shall be construed to confer upon the Purchaser/s/Allottee/s any right, title or interest of any kind whatsoever into or over the said buildings or land or any part thereof and such conferment shall take place only on the execution of the Deed of Conveyance or Lease hereinafter mentioned in favor of the co-operative Society of the Purchaser/s/Allottee/s of the premises in the building as hereinafter stated;
- (d) The parking space if reserved for the Purchaser/s/Allottee/s will be subject to the rules and regulations as may be framed by the Co-operative Society of Purchaser/s/Allottee/s and the Purchaser/s/Allottee/s will be required to abide with all such rules, regulations and directions as may be imposed by the Co-operative society of Purchaser/s/Allottee/s.
- (e) The Purchaser/s/Allottee/s is/are also aware that the Developers/Promoters have already allotted to some other Purchaser/s/Allottee/s as and by way of an additional amenity the exclusive right to park vehicles / cars in the open space passed for parking vehicles, podium, stilt and parking floor areas shown in the plan hereto. A list of such exclusive rights which has already been given to the Purchaser/s/Allottee/s and the Purchaser/s/Allottee/s herein

hereby unconditionally accepts and confirms the same and agrees not to oppose the grant of such exclusive rights to park at any time hereafter and specifically agrees to vote in favour of creation of such exclusive rights if at any stage any voting takes place on a resolution passed in this regard at any meeting at the time or after the formation of the society or other body in the meeting of the society or otherwise, whether General Body Meeting or of any Managing Committee in respect thereof or otherwise in any manner whatsoever including by circular resolution. These exclusive rights to park vehicles / car as aforesaid are both inheritable and transferable and will stand attached to the said premises the same being an amenity and the same shall not be transferred by the Purchaser/s/Allottee/s otherwise than with the transfer of the said premises or to such other member or holder of premises in the sale building which thereupon will be treated as an amenity attached to the Transferee's premises. The Purchaser/s/Allottee/s agree/s and undertake/s to support any further exclusive rights to park that may be created by the Developers/Promoters herein in favour of the Purchaser/s/Allottee/s of Flats/Premises which may be hereinafter made without any objection whatsoever and also agree/s and undertake/s not to object to and to specifically vote in favour of such exclusive rights in any resolutions that may be put up for passing in the General Body Meetings or Managing Committee Meeting of the society or other body in the meeting of the society or otherwise in any other meeting. The Purchaser/s/Allottee/s is/are aware that specifically relying on the aforesaid assurances and undertakings, the

Purchaser/s/Allottee/s is /are specifically granted exclusive rights to park as and by way of an additional amenity as stated herein. The Agreement shall be treated as an irrevocable consent to the Developers/Promoters granting such exclusive rights to Purchaser/s/Allottee/s. Agreed further that the irrevocable consent given herein shall be treated as an affirmative vote of the Purchaser/s/Allottee/s and the Purchaser/s/Allottee/s would be deemed to have assented to any resolution put up by the society or Managing Committee or body referred to hereinabove.

31. The Purchaser/s/Allottee/s agree/s not to transfer, assign, or part with his/her/their interest in the said premises until the payment of the entire purchase consideration hereunder and after obtaining the prior written consent of the Developers/Promoters.
32. The Purchaser/s/Allottee/s and person to whom the said premises are let, sub-let, transferred, assigned or given possession of, shall from time to time sign all applications, papers and documents and do all acts, deeds and things as the Developers/Promoters and/or the Co-operative Society as the case may be, require for safeguarding the interests of the Developers/Promoters and/or of the other Purchaser/s/Allottee/s of the premises in the building, in keeping with the provisions of the Agreements.
33. The Purchaser/s/Allottee/s and the persons to whom the said premises are sub-let, let, transferred, assigned or given possession of shall duly and faithfully abide by, observe and perform all the rules, bye-laws and regulations which the Co- operative Housing Society at the time of registration may adopt, and the additions, alterations or amendments thereof for the protection and maintenance of the said building the said premises and other

portions therein and for the observance and carrying out of the Building rules and regulations and the bye-laws for the time being of the Slum Rehabilitation Authority, the Municipal Corporation of Greater Mumbai and the local authorities and of the Government and other public Bodies. The Purchaser/s/Allottee/s and the person to whom the said premises are let, transferred, assigned or given possession of, shall duly and faithfully abide by, observe and perform all the stipulations and conditions laid down by such co-operative housing society regarding the occupation and use of the Building and/or the premises therein and shall pay and contribute regularly and punctually towards the taxes, expenses and the other outgoings under any head and of any nature whatsoever in accordance with the terms of this Agreement.

34. (a) The Purchaser/s/Allottee/s hereby agree/s and undertake/s to become and be a member of the Co- operative Housing Society or Association to be formed in the manner herein appearing and also from time to time to sign and execute the application for registration and for membership and other papers and documents necessary for the formation, and the Registration of the Co-operative Society and for becoming a member including the bye-laws of the proposed Co-operative Society within 4 (four) days of the same being forwarded by the Developers/Promoters to the Purchaser/s/Allottee/s and no objection shall be taken by the Purchaser/s/Allottee/s, if any change/s or alteration/s or amendment/s or modification/s is/are made in the draft bye-laws as may be required by the Registrar of the Co-operative Societies or any other Competent Authority or by the Developers/Promoters. The Purchaser/s/Allottee/s shall be bound from time to time to sign all papers and documents

and to do all acts, deeds, matters and things as may be necessary from time to time for safeguarding the interest of the Developers/Promoters and/or the other Purchaser/s/Allottee/s of the said other premises in the said Building;

(b) No objection shall be taken by the Purchaser/s/Allottee/s, if any change/s or modification/s is/are made in the draft bye-laws as may be required by the Registrar of Co-operative societies or any other Competent Authority;

(c) That the Building shall be known as 'Sumer Life' and the Society shall always be known as **"Sumer Life Co-operative Housing Society Ltd."** if so approved by Registrar of Co-operative Societies or such other name as may be approved by the Developers/Promoters and the name of the Co-operative Society or Limited Company or Condominium of Apartments to be formed shall bear the said name and this name and the name of the Building shall not be changed without the written permission of the Developers/Promoters;

35. The Purchaser/s/Allottee/s hereby covenant/s that from the date of possession he/she/they shall keep the said premises the walls and partition walls, sewers, drains, pipes and appurtenances thereto belonging to him/her/them in good condition and tenantable repair and conditions and protect the parts of the building other than his/her/its/their premises and shall abide by all bye-laws, rules and regulations of the Government, Municipal Corporation of Greater Mumbai, Electric Supply Company and/or any other authorities and local bodies and shall attend, answer and be responsible for all actions for violations of any such conditions or rules or bye-laws.

36. The Purchaser/s/Allottee/s along with the other Purchaser/s/Allottee/s who take or have taken the other premises in the said building being constructed by the Developers/Promoters in the said property described as Secondly in the First Schedule hereunder written shall become member of a Co-operative Society to be incorporated or formed by the Developers/Promoters as the case may be and on the Deed of Lease / Conveyance or such other Assurance being executed, the rights of the said Purchaser/s/Allottee/s will be recognized and regulated, by the provisions of the said Co-operative Society and the rules and regulations formed by the said Society, but subject to the terms of this Agreement. The Purchaser/s/Allottee/s is/are aware that once more than 51% of Flats/premises/shops in the sale building are sold and the entire consideration in respect thereof received by the Developers/Promoters, the Purchaser/s/Allottee/s will be required to subscribe to the Society and/or such other Association of Purchaser/s/Allottee/s as may be proposed to be formed and for the said purpose will fully co-operate with the Developers/Promoters and execute all forms, declarations, applications and documents as may be required in the matter.
37. On the completion of all the sale building Wings and other structure and the entire development of the property described as Secondly in the First Schedule hereunder written including with any other adjoining properties as may have been amalgamated and merged with the said property and on receipt of by the Developers/Promoters of the full payment of all the amounts due to them by all the Purchaser/s/Allottee/s of their flats/premises in the Building and other structures (if permitted) and after the receipt of the Occupation Certificate of all the Sale Buildings the Purchaser/s/Allottee/s shall co-operate with the

Developers/Promoters in forming and registering a Co-operative Housing Society (in the event of such Society or Association not till then having been termed) the rights of members of such Co-operative Housing Society being subject to the rights of the Developers/Promoters under this Agreement and the Deed of Conveyance/Lease or such other Assurance as may be decided by the Developers/Promoters to be executed in pursuance thereof. When the Co-operative Society is registered and all the amounts due and payable to the Developers/Promoters are paid in full as aforesaid and the development of the entire property is completed in all respects including the issue of the Building Completion Certificate, the Developers/Promoters shall within three months thereafter execute a Deed of Conveyance/Lease and other necessary assurances of the said building "**Sumer Life**" with land appurtenant thereto being the Property described as Secondly in the First Schedule hereunder written and forming a part of the said entire property described in the First Schedule hereunder written in favour of the Co-operative Society it being agreed that such Deed of Conveyance/Lease and the other necessary assurances shall be in keeping with the terms and provisions of this Agreement. The Developers/Promoters shall alone decide whether Deed of Lease or a Deed of Conveyance in respect of the said property or portion thereof being the building and appurtenant land will be executed in favour of the Co-operative Society and as to how and in what manner the infrastructure including the common utility areas are to be used by the various Purchaser/s/Allottee/s and members of the Ultimate Body or Organization. In the event of there being layout, the Developers/Promoters may during the pendency of the entire development convey only the completed sale building to the Society if formed and after completion of all buildings may

convey/lease the land to a Federation of Societies of all the sale buildings after seeking provision in respect of the rehabilitation buildings if any.

38. In the event of the Co-operative Society being formed and registered before the sale and disposal by the Developers/Promoters of all the premises in such building and in the compound, the powers and authority of the Co-operative society so formed or of the Purchaser/s/Allottee/s and the Purchaser/s/Allottee/s of the premises shall be subject to the overall authority and control of the Developers/Promoters in respect of any of the matters concerning the said building, the construction and completion thereof and of all amenities pertaining to the same and in particular the Developers/Promoters shall have absolute authority and control as regards the unsold premises and the disposal thereof. The Developers/Promoters will be entitled to sell and dispose off such unsold flats and premises and appropriate the entire consideration in respect thereof. The Developers/Promoters of the said unsold premises will also be entitled for membership of the Society on payment of the entrance fee and share subscription fee and the Society shall not be entitled to levy any premium or transfer charge while admitting the said Developers/Promoters as members. The Society shall also not be entitled to seek any contribution from the Developers/Promoters towards maintenance charges in respect of the unsold Flats, shops and premises in the event of the Developers/Promoters handing over management of the Building to the Society prior to sale of all the premises and the Developers/Promoters will be obliged only to pay Municipal Taxes and Assessments if levied in respect of such unsold flats, shops and premises.

39. The Advocates and Solicitors of the Developers/Promoters shall prepare and/or approve the Deed of Conveyance/Lease and all other documents to be executed in pursuance of this Agreement as also the bye-laws in connection with the formation, registration and/or incorporation of the Co-operative Society. All costs, charges and expenses of and including Stamp Duty, Registration Charges and all other expenses including of whatsoever nature in connection with the formation of the Co-operative Society and the preparation and execution of the Deed of Conveyance/Lease and its duplicate and other assurances, if any, in pursuance hereto shall be borne and paid by all the Purchaser/s/Allottee/s of the flats, and other premises in the said building on the said property in proportion to the area of their respective premises and/or by such Co-operative Society comprising of the Purchaser/s/Allottee/s as the members thereof.
40. (a) The Stamp Duty and Registration Charges and all other out of pocket expenses of and incidental to this agreement shall be borne and paid by Purchaser/s/Allottee/s alone and this Agreement shall be lodged for Registration by the Purchaser/s/Allottee/s within the time prescribed under law and the Developers/Promoters will attend the Sub-Registry Office and admit the execution thereof after the Purchaser/s/Allottee/s inform/s them the date and Serial Number under which it is lodged for registration. If the Purchaser/s/Allottee/s fail/s to lodge this Agreement for Registration within the time prescribed by law, the Developers/Promoters shall not be responsible for the same or for any consequences arising from non- registration of the Agreement for any reason whatsoever. The Purchaser/s/Allottee/s shall also be liable to bear and pay the

proportionate stamp duty and registration charges that may be payable on the said Deed of Conveyance/ Lease as the case may be. The Purchaser/s/Allottee/s will deposit with the Developers/Promoters the necessary amount for the purpose whenever demanded and in any event before he/she/it/they is/are put in possession of the said premises;

(b) The Purchaser/s/Allottee/s hereby agree/s to pay on demand the Purchaser/s/Allottee/s's Share of Stamp Duty and Registration Charges, Payable, if any, on the Conveyance/Lease or any other document or instrument of transfer in respect of the said land and buildings to be executed in favor of the Society.

41. In the event of the Society of Purchaser/s/Allottee/s being formed and registered before the Sale and disposal of of all the flats, garages, parking spaces, shops in the said building Wings, the power and authority of the Society shall be subject to the overall control and authority of the Developers/Promoters in respect of any of the matter concerning the said property and/or the said building, the construction and completion thereof and all the amenities appertaining to the same and in particular the Developers/Promoters shall have absolute authority and control as regards the unsold flats, terrace, parking spaces (Open or Covered) and any other premises and the disposal thereof and the consideration for which the same shall be disposed off. It is further agreed that the Developers/Promoters of the said unsold premises shall be admitted as members of the Society without levy of any premium or transfer fee. The Society in such event will only be entitled to levy share subscription amounts and membership application fee.

42. All letters, receipts and/or notices issued by the Developers/Promoters dispatched under Certificate of Posting to the address known to them of the Purchaser/s/Allottee/s shall be sufficient proof of the receipt of the same by the Purchaser/s/Allottee/s and shall completely and effectually discharge the Developers/Promoters. In the event of Joint Purchaser/s/Allottee/s the communication addressed to the Purchaser/s/Allottee/s whose name appears first shall for all intents and purposes be considered as properly send to all Purchaser/s/Allottee/s.
43. The Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats Act, 1963 and Maharashtra Ownership Flat Rules, 1964 or the Maharashtra Apartment Ownership Act, 1971 whichever may be adopted by the DEVELOPERS/PROMOTERS and the provisions of the Real Estate (Regulation and Development Act, 2016) and the Rules and Regulations made and framed by State of Maharashtra or any modification, amendments or re-enactments thereof for the time being in force or any other provisions of laws applicable thereto.
44. Any delay tolerated or indulgence shown by the Developers/Promoters in enforcing the terms and conditions of this Agreement or any forbearance or of giving of time to the Purchaser/s/Allottee/s by the Developers/Promoters shall not be construed as waiver on the part of the Developers/Promoters of any breach of or non-observance or compliance of any of the terms and conditions of this Agreement by the Purchaser/s/Allottee/s nor shall the same in any manner prejudice the rights of the Developers/Promoters.

45. (i) Any tax as a sale or otherwise in whatever form either as a whole or in part or any inputs or labour or material or equipment used or supplied in execution of or in connection with this transaction including service tax/charges/G.S.T., V.A.T. etc. shall be payable by the Purchaser/s/Allottee/s alongwith payment of each instalment and/or on demand and the Developers/Promoters shall not be held liable or responsible in respect of non-payment thereof. In the event of onus and responsibility being cast upon the Developers/Promoters to pay any such service tax or service charge including as may be levied on the labour charges it shall be the obligation of the Purchaser/s/Allottee/s to pay the same to the Developers/Promoters who shall thereafter pay the same to the Concerned Authority. The Purchaser/s/Allottee/s, agree/s to pay such VAT, Service Tax and/or G.S.T. as may be payable and levied by the Concerned Authorities. The Purchaser/s/Allottee/s shall forthwith on demand pay to the Developers/Promoters the amounts payable by the Purchaser/s/Allottee/s in Order to enable the Developers/Promoters to pay the same to the Concerned Authorities and any other or further amounts payable by the Purchaser/s/Allottee/s and the Purchaser/s/Allottee/s shall pay the same without any protest and there shall be a charge on the said premises for such unpaid amounts (without prejudice to any other rights that may be available to the Developers/Promoters). Failure to pay to the Developers/Promoters the Service Tax/ GST/VAT applicable shall be deemed to be a default in payment of amount due under this Agreement. The Purchaser/s/Allottee/s hereby indemnify/ies and agree/s to

keep the Developers/Promoters indemnified for all times against any loss or damage or penalty or prosecution that may be occasioned to the Developers/Promoters on account of the Purchaser/s/Allottee/s failing to pay to the Developers/Promoters on demand the amount payable by the Purchaser/s/Allottee/s towards the said taxes as provided hereinabove.

- (ii) In the event of the Purchaser/s/Allottee/s being required to deduct any TDS in respect of the payment of the Purchase consideration or any under amounts under this Agreement under the Income Tax Provisions as may be applicable, the Purchaser/s/Allottee/s on deduction of such amounts will promptly pay the same in the Income Tax Treasury and will within 15 days therefrom furnish to the Developers/Promoters the requisite Tax Deduction Certificate failing which the same will be treated as a breach of this Agreement and result in the consequences thereof.

46. All prevailing costs, charges and expenses including stamp duty and registration Charges of this agreement shall be borne and paid by the Purchaser/s/Allottee/s alone. The Purchaser/s/Allottee/s is/are an Investor as defined under Article-5 (g-a) (ii). In the event of assignment/transfer of the said Premises within the stipulated period the Purchaser/s/Allottee/s as an Investor will be entitled to adjust the stamp duty as provided in the said article.

47. The Purchaser/s/Allottee/s hereby declare/s that he/she/it/they has/have gone through alongwith his Advocates and/or Legal Advisor the Agreement and all the documents related to the said Premises purchased by him/her/them and has/have expressly understood the contents, terms and conditions of the same and the

Purchaser/s/Allottee/s after being fully satisfied with the contents has/have entered into this agreement.

THE FIRST SCHEDULE HEREINABOVE REFERRED TO:
(Description of Property)

FIRSTLY:

ALL THAT piece and parcel of land or ground containing by admeasurement an aggregate area of 12015 sq. mtrs., bearing CTS No. 11A (part) (admeasuring 7814.49 sq. mtrs.), CTS No. 25A (Part) admeasuring 3720.51 Sq. Mtrs. with R.G. Area of 480 sq. Mtrs. of Village Chandivali, Taluka Kurla, District Mumbai Suburban and bounded as follows:-

On or towards the North:	by CTS No. 11-A (part) of village Chandivali
On or towards the South:	by CTS 11 A (part) of Village Chandivali
On or towards the West:	by 18.30 mtrs. wide D. P. Road.
On or towards the East :	by CTS No. 11-A (part) of Village Chandivali

SECONDLY:

All that piece or parcel of land admeasuring 3720.51 sq. meters bearing CTS No. 25A (Part) forming part of the Property described Firstly above of Village Chandivali, Taluka Kurla, Mumbai Suburban District and shown in red hatch on the Plan Annexed hereto and marked as Plot "C" thereon.

THE SECOND SCHEDULE ABOVE REFERRED TO:
(Common and Limited Common Areas)

The nature, extent and description of the "Common areas and facilities" and of the "Limited Common Areas and Facilities" shall be as under:

(a) Common Areas and Facilities:

- (i) Entrance lobby and foyer of the Building to the Purchaser/s/Allottee/s Flats.
- (ii) Compound of the Building, i.e., the open space area (out of the said land described in the First Schedule hereunder written) appurtenant to the built-up area of the building; but excluding the car parking space in the compound irrevocably reserved and allotted/ to be allotted to the respective Purchaser/s/Allottee/s.
- (iii) Overhead Terrace of the building save and except such Terrace area as may be exclusively allotted and reserved for any Purchaser/s/Allottee/s.
- (iv) Stair cases only as a means of ingress and egress to the respective flats.

(b) Limited Common Area and Facilities:

- (i) Staircase landing and passage on each floor shall be for common user of only Purchaser/s/Allottee/s on the particular floor.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Specifications and Amenities)

- 1. Marble/ Vitrified tiles flooring in entire flat.
- 2. Kitchen will have a granite platform with stainless steel sink.
- 3. Designer bathrooms with counter top wash basin and ceramic dado up to full height.
- 4. Superior quality sanitary fixtures and concealed plumbing.
- 5. HeavysGuage aluminium sliding windows.
- 6. Good quality electrical fittings, concealed copper wiring with adequate light and power points.
- 7. TV, Telephone and Computer point in every flat.
- 8. Quality flush doors with elegant fittings.
- 9. Excellent construction with structural safety against earthquake up to Zone III.
- 10. Spacious well-decorated lift lobbies on all floors.

- 11. Impressive entrance hall with security counter and intercom system.
- 12. Fire protection system with sprinklers and smoke detectors an designed area.

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

SIGNED AND DELIVERED)
by the withinnamed – “**DEVELOPERS/PROMOTERS**”)

M/S. SUMER CORPORATION)

Through the hand of its authorized Partner)

MR. RAHUL RAMESH SHAH)

In the presence of)

- 1.
- 2.

SIGNED AND DELIVERED)
by the withinnamed“**PURCHASER/S/ALLOTTEE/S**”)

_____)

in the presence of ...)

- 1.
- 2.

RECEIVED of and from the withinnamed)
Purchaser/s/Allottee/s the sum of Rs._____-/-)
(Rupees _____ Only) being)
the earnest amount/advance as within)
stipulated by Cheque/Pay Order/Draft No.____)
dated _____ drawn on _____ Bank.) .. **Rs.**_____-/-

WE SAY RECEIVED,
For M/s. Sumer Corporation

Developers/Promoters

Witness :

- 1.
- 2.

=====
DATED THIS DAY OF, 201...
=====

BY AND BETWEEN

M/s. SUMER CORPORATION
.... DEVELOPERS/PROMOTERS

AND

MR. /MRS.
.... "PURCHASER/S/ALLOTTEE/S"

AGREEMENT FOR SALE