

Ref : GPPL/ / / / /20____

Date :-

To,

MR._____

Ref: Letter of intent for Allotment of Flat No. _____ on the _____ floor (___ BHK) in the proposed Building called “**LIFESCAPES AQUINO**” being constructed on the property bearing F. P. NO. 1262 / B, TPS. IV, of Mahim Division, G / N – Ward, Near Tata Press, Prabhadevi, Mumbai – 400 025. (“**the said Property**”).

Dear Sir,

At your request we have provisionally reserved Flat No. _____ on the _____ Floor (___ BHK) admeasuring ___ sq. ft. carpet area as per Real Estate (Regulation and Development) Act, 2016, (“**RERA**”)and _____ sq. ft. carpet area as per the plans sanctioned (“**the said Flat**”)in the Building known as “**LIFESCAPES AQUINO**” being constructed on the property bearing F. P. No. 1262 / B, TPS. IV, of Mahim Division, G/N – Ward, Near Tata Press, Prabhadevi, Mumbai – 400 025, and more particularly described in the Schedule I hereunder, subject to your compliance with and/or acceptance of the terms and conditions hereinafter stated and for total consideration of Rs._____/ - (Rupees _____ Only), (“**TSC**”) which is paid by you as more particularly described in Schedule II hereunder:
:

1. TOTAL SALES CONSIDERATION AND PAYMENT THEREOF

- a) The TSC for the allotment of the said Flat as agreed between us shall be as mentioned in schedule II as described hereinafter.

- b) TSC shall be payable by you directly to us as mentioned hereinafter, without any delay or demur.
- c) In addition to TSC agreed and without prejudice to the terms of these presents, you shall have to bear and pay immediately whenever called upon, the amount, deposits, charges and expense etc., as mentioned in Schedule II as described hereinafter.
- d) The TSC is escalation-free, save and except the escalations/increases due:
 - i. to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority/local bodies/Government from time to time.
 - ii. In the event of an increase in the area of the said Flat, due to any variation and amendment of the said Flat.
- e) It is clarified that TSC shall be shall be deposited in the Escrow opened with HDFC Bank in the name and style of 'Goodwill Properties Private Limited Aquino Project Escrow A/C' bearing account no 04230350000364 and all the cheques/demand drafts etc shall be drawn in favour of the aforesaid Escrow Account
- f) The TSC stated hereinabove is exclusive of payment of GST and/or any other taxes as are levied or which may be levied hereafter either by Central Government and/or State Government and/or any Public Authority. In the event, the rate of GST being revised in future before grant of Occupation Certificate (OC) and/or payment of full consideration, the Flat Purchaser/s will be liable to make payment of additional GST based on revised rates on the sale consideration. Further, you agree that in the event that there is any surplus credits after availing the set-off of the input credits of GST, such surplus GST shall be considered as a part of the TSC and shall be deemed to have been paid by you to us as a part of the TSC towards the said Flat.
- g) Timely payment shall be essence of the allotment. In the event of your committing default in the payment and / or in observing and performing any of the terms and conditions of provisional allotment, we can, at our sole option, cancel / terminate

provisional allotment by giving to you 15 days prior written notice in this behalf. However if you fail or delay further to remediate the breach(s) for whatsoever reasons then in such an event, the earnest money and damages / losses sustained by us, if any, shall be deducted from the amounts deposited by you with us and the balance amount (if any) shall be refunded to you without any interest or application or any other or further claim or demand from you as regards the provisional reservation and / or the said Flat. For the purpose of this provision, it is clarified that this provisional reservation and the entitlements herein shall cease and becomes invalid after expiry of the specified 15 days' notice in case of any delay or failure on your part to rectify the breach(s) as prescribed therein. Thereafter your claim shall be restricted to the balance amount (if any) to be refunded to you as aforementioned. Irrespective of the amount refunded to you or not we shall be at absolute liberty to sell / allot the said Flat to any other third person as we deem fit and proper and you shall have no claim or objection whatsoever to the same.

- h) You have clearly understood the terms of this reservation especially clause 1(g) as stated herein above and have unconditionally accepted and consented thereto.
- i) Without Prejudice to our rights under provisional allotment and / or law, you shall be liable to pay interest at the State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum or as may be prescribed under the applicable law from time to time on all the amounts which are due & payable by you under this reservation, if any
- j) In case of cancellation of booking of the captioned flat, earnest money deposited to us shall be forfeited.

2. LOANS & MORTGAGE

- a) We hereby inform you that we had procured a loan as and by way of mortgage said Property alongwith newly constructed building known as "Lifescapes Aquino" from ECL Finance Limited ("ECLFL") and the sale of the flats was subject to to the terms of the conditional no objection (NOC) issued by ECLFL.

- b) We further inform you that the Project “Lifescapes Aquino” has been additionally funded by issuance of Non-Convertible Debentures and the project assets have now been mortgaged to Debenture Trustee, Catalyst Trusteeship Ltd (“Debenture Trustee”) and the sale is subject to the terms of the conditional no objection certificate issued by the Debenture Trustee and/or Monitoring Agent. All the consideration shall be deposited in deposited in the Escrow Account opened with HDFC Bank in the name and style of ‘Goodwill Properties Private Limited Aquino Project Escrow A/C’ bearing account no 04230350000364 and all the cheques/demand drafts etc shall be drawn in favour of the aforesaid Escrow Account. The receivables of the said Flat shall remain mortgaged to Debenture Trustee till deposit of sale consideration in full in the Escrow Account.

3. PLANS AND SPECIFICATIONS

- a) In the circumstances, we are entitled to develop the said Property and accordingly we have evolved a scheme for development of the said Property. The development/redevelopment of the said Property proposed by us, has been registered as a ‘real estate project’ with the Real Estate Regulatory Authority (“**Authority**”), under the provisions of Section 3, 4 and 5 of RERA read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (“**RERA Rules**”) and the Regulations. The Authority has duly issued Certificate of Registration No.[●] dated [●] for the Project, and a copy of the RERA Certificate is annexed and marked as **Annexure “A”** hereto.
- b) You have, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by your Advocates and Planning and Architectural consultants. You have agreed and consented to the development of the said Property, in the manner mentioned in the RERA Certificate. You have also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.

- c) The title documents, approved building plans, specifications, perspective views, features, proposed amenities have been inspected and verified by you before the reservation of the said Flat in your name.
- d) We shall have the sole and absolute right to change, alter, amend, delete and revise the features, specifications and amenities proposed in respect of the said building.
- e) If for any reason, any changes, in the plans of the proposed building are suggested by the Sanctioning Authorities or by the Architects or us, resulting in reduction or increase (subject to maximum of 3 % in such variations) in the above mentioned area or change in its location, no claim (monetary or otherwise) will be raised or accepted except that the abovementioned TSC will be reduced or increased on pro-rata basis. In case of absolute deletion of the said Flat, no claim, monetary or otherwise, will be raised or accepted except that the amount received will be refunded in full without any deduction/s.
- f) If for any reason whether within or beyond our control the whole or part of the Project is abandoned, no claim will be preferred or entertained from you save & except that your money will be refunded **with interest** as stated above in clause 1(i).
- g) We shall be at the complete liberty to construct additional / reduce floors, wings; structures, change layout over the said plot / proposed buildings in order to consume the FSI ("**Floor Space Index**") available / purchased to the maximum potentials. Further, we shall have an irrevocable right and that you hereby expressly consent and confirm that we will always be entitled to utilize , transfer , assign or dispose of in any other manner as it may deem fit, all FSI and/or Transferable Development Right ("**TDR**"), fungible FSI, and/or any other rights, benefits including floating rights which may be available on the said Property or any other property or properties, as the case may be, and until the entire F.S.I. and/or TDR and/or fungible FSI and/or all other rights, benefits including floating rights which may be available on the said Property and any other adjoining or other properties, It is agreed by you that, you have herein, given your free and irrevocable consent to make any such variations, alterations, amendments or deletions in respect of the construction plans and approvals of the said building, as demanded by the Competent Authority and/or as deemed fit by us. Further, we shall not require any further or other

consent or concurrence in future and your consents and confirmation herein shall be treated as an irrevocable No Objection consent, and permission given by you, under sections 7 and 7A of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and Section 14 of RERA or any amendment shall be deemed to have been complied herewith.

- h) In the event that you withdraw your consent or in the event the validity of the same is challenged, then the amount of TSC shall automatically stand enhanced to include any direct and/or indirect loss, damage, claim, expenditure suffered by us due to such consent not being granted to us.

4. SOCIETY FORMATION

- a) Upon 51% of the total number of flats/premises in the project being booked by purchasers, we shall submit an application to the competent authorities to form a society/organisation to comprise solely of the you and other purchasers of flats/premises in the buildings, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules and regulations.
- b) We may raise appropriate demand notices for the payment of the share money and entrance fees for the purpose of formation of the society/organization, upon you. You shall pay the same within 15 days of the date of such a demand notice

5. DOCUMENTATION

- a) You have read and understood the terms and conditions contained in the draft agreement for sale to be executed between us and agree to unconditionally abide by the same.
- b) The said agreement for sale together with all the annexures annexed thereto has been uploaded on the RERA website. You hereby agree to sign, execute and register the said agreement for sale together with all the annexures annexed thereto which have been uploaded on the RERA website.

- c) You shall immediately on payment of 10 % or more of the TSC execute the said agreement for sale, the draft whereof is shown, verified and accepted by you, and the parties will be governed by the terms of such agreement thereafter.
- d) You shall grant all the required assistance to us including signing of the agreements, deeds, declarations, consent(s) and other writings as & when demanded by us for lawful transfer of the said Flat.
- e) This Letter of Allotment should be not be construed as letter of Authority to Purchaser to Sale/Transfer the said Flat to any Third Party without our written consent.

6. BREACH AND INDEMNITIES

In case of any breach of any of the terms and conditions contained herein, by you, we shall be at the absolute liberty to cancel / terminate this allotment after giving a written notice of 15 days to remediate the breach. In event of such termination, you hereby undertake to indemnify and keep us indemnified and / or director / partners / office bearers for any losses, damages, charges and expenses suffered by them on this account. The effects of such termination will be similar to whatever agreed hereinabove in Paragraph 1(g).

7. CORRESPONDENCE

- a) All the notices / communication to be served upon you as contemplated under these presents shall be deemed to have been duly served , if the same is sent by Courier / Registered A.D. / Speed Post / hand to you at your address contained in these presents. In case of any changes in your address, the same shall be communicated to us at least 15 days in advance. Any delay or default in this behalf at your end will not concede any extension of time or excuse for your non payments or non-receipt of any letters/correspondences addressed to you.

- b) If there is more than one Allottee named in this Allotment Letter, all obligations hereunder of such Purchasers shall be joint and several. All communications shall be sent by us to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the purchasers.

8. ACCEPTANCE AND AUTHORITY

- a) You have clearly understood the terms and conditions contained herein and unconditionally agree to abide by the same.
- b) The signatory is accepting the terms and conditions of these presents for himself / herself / themselves / draws complete authority to sign / accept the contents of these presents on behalf of the addressee / allottee. We shall be no way responsible in case any defects are found in the authorities of the said signatories.
- c) The contents of these presents shall super cede all other writings, brochures , leaflets and other sales materials and / or any other documents and shall be deemed as final and binding on parties hereto.

9. CHANGE IN POLICY, ACT OR LAWS

Due to change/ amendment in the existing Laws, Acts, Rules or due to implementation/ enactment of any new laws/ rules by the local bodies, State Government, Central Government or by any competent authorities. any term(s) and condition(s) contained in this letter becomes inoperative, illegal and non-est, then it is agreed and confirmed that, save and except the said term(s) and condition(s), the rest of the terms and conditions shall remain operative, legal, effective and binding on the parties hereto.

10. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Allotment Letter shall be construed and enforced in accordance with the laws of India for time being in force.

11. DISPUTE RESOLUTION-

- a) In the case of any dispute or differences or claims arising out of, or in connection with, or relating to this Allotment Letter, or in the interpretation of any provisions of this Allotment Letter, or the breach, termination or invalidity hereof and the respective rights and obligations of the parties (each, a “Dispute”), the Parties shall attempt to first resolve such Dispute or claim through mutual discussions and amicable settlement.
- b) If such Dispute is not resolved through such mutual discussions within [30 (Thirty)] days after any Party has served a written notice on the other Party requesting the commencement of discussions, any Party may refer such Dispute to arbitration. The arbitration proceedings shall be under the Arbitration and Conciliation Act, 1996 and any statutory amendments/ modification thereto by a sole arbitrator who shall be mutually appointed by the Parties or if unable to be mutually appointed, then to be appointed by the Court. The Arbitrator will be guided by the provisions of RERA and the Rules and Regulations framed thereunder The decision of the Arbitrator shall be final and binding on the parties.
- c) The venue of Arbitration shall be at Mumbai and only for the reason of interim relief the courts at Mumbai shall have the jurisdiction.
- d) The Parties acknowledge and agree that both parties have intentionally agreed and chosen this mode of dispute resolution in order to obtain an amicable and speedier resolution of any dispute that may arise between themselves.

Thanking You,

Yours faithfully,

For **GOODWILL PROPERTIES PVT LTD.**

I confirm the above

DIRECTOR

SCHEDULE I

(Description of the said Flat)

Flat No. _____ on the ____ Floor (____ BHK) admeasuring ____ sq. ft. carpet area as per RERA and _____ sq. ft. carpet area as per the plans sanctioned in the Building known as “LIFESCAPES AQUINO” together with the _____ covered ramp car parking space, being constructed on the property bearing F. P. No. 1262 / B, TPS. IV, of Mahim Division, G/N – Ward, Near Tata Press, Prabhadevi, Mumbai – 400 025,

SCHEDULE II

(Payment Schedule)

The total aggregate consideration amount for the said Flat including parking spaces is Rs. _____/- to be paid in the following manner :-

- i. Amount of Rs./-(.....) (not exceeding 10% of the total consideration) to be paid to the Goodwill Properties Pvt Ltd. (“**Promoter**”) on the execution of this Allotment Letter.
- ii. Amount of Rs./-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement for sale.

- iii. . Amount of Rs...../- (.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the said Building.
- iv. Amount of Rs...../- (.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the said Building.
- v. Amount of Rs...../- (.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Flat.
- vi. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Flat.
- vii. Amount of Rs...../- (.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the said Building.
- viii. Amount of Rs...../- (.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the said Building.
- ix. Balance Amount of Rs...../- (.....) against and at the time of handing over of the possession of the said Flat to the Purchaser on or after receipt of occupancy certificate or completion certificate.

Annexure “A”
(RERA Certificate)

THIS AGREEMENT FOR SALE made at Mumbai on this ____ day of _____, 2017;

BETWEEN

GOODWILL PROPERTIES PRIVATE LIMITED, (PAN No. ____) a Private Limited Company, duly registered under the Companies Act, 1956, and having its Registered Office at Gordhan Building No.II, 2nd Floor, 12/14 Dr.Parekh Street, Prarthana Samaj, Mumbai-400 004, represented by its authorized signatory _____ (Aadhar no. _____) authorized vide board resolution dated _____, hereinafter referred to as **“THE PROMOTERS”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their successors and assigns) of the One Part;

AND

MR./MRS./MS. _____, of Mumbai, Indian inhabitant, residing at _____, hereinafter referred to as **“THE FLAT PURCHASER/S or PURCHASER/S”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, legal representatives, executors and administrators) of the Other Part;

WHEREAS:

- a) By an Indenture of Conveyance dated 28th December, 2006, registered with the office of the Sub- Registrar of Assurances at Mahim under Serial No. BBE-1-812 of 2007 on 24th January, 2007, executed between M/s Sai Siddhi Builders therein referred to as the Vendors and the Promoters herein therein referred to as the

Purchasers; the Vendors therein sold transferred and conveyed unto the Purchasers therein all that piece or parcel of land bearing Survey No. 34(P), Final Plot No. 1262/B of Mahim Division admeasuring about 1921.12 square yards equivalent to 1614.39 square meters together with the structures standing thereon and more particularly described in the annexure annexed hereto and marked as **ANNEXURE “A”** and delineated with red color boundary line on the plans annexed hereto and marked as **ANNEXURE “B”** (For the sake of brevity and convenience hereinafter referred to as the “**said Property**”) for the consideration and on the terms and conditions set out therein.

- b) The necessary building plans have been sanctioned by Municipal Corporation of Greater Bombay (“**MCGM**”) vide their Intimation of Disapproval (“**IOD**”) bearing No. EB/3727/GN/A dated 26th January, 2009. The MCGM has also issued a Commencement Certificate (“**CC**”) bearing No. EEBPC/3727/GN/A dated 26th January, 2010 for construction of two buildings, one for rehabilitation of the existing tenants/occupants (“**Rehab Building**”) and the other building being for the composite component for rehabilitation of Tenant / Occupant and for the free sale component (“**Composite Building**”) available to the Promoters after providing the Permanent Alternate Accommodation to the existing Tenants/Occupants on the said Property, a copy whereof is annexed hereto and marked “**ANNEXURE-C**” and “**ANNEXURE-D**” respectively. The Composite Building and the Rehab Building are herein after collectively referred to as “**the Buildings**”.
- c) The Promoters are constructing/ have already constructed the Rehab Building known as “**Lifescapes Aquino Annex**” consisting of a stilt and 7 inter-alia for re-housing some of the tenants/occupant of Todankarwadi..

- d) The Promoters are constructing the Composite Building to be known as “**Lifescapes Aquino**” consisting of the first five (5) floors being for ramp car parking and thereafter twenty (20) or more floors for residential flats.
- e) In these circumstances, the Promoter is entitled to redevelop the said Property and accordingly Promoter has evolved a scheme for redevelopment of the said Property. The redevelopment of the said Property proposed by the Promoter, has been registered as a ‘real estate project’ with the Real Estate Regulatory Authority (“**Authority**”), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016, (“**RERA**”) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (“**RERA Rules**”) and the Regulations. The Authority has duly issued Certificate of Registration No.[●] dated [●] for the Project, and a copy of the RERA Certificate is annexed and marked as **ANNEXURE “ D-1”** hereto.
- f) The Flat Purchaser/s has/have, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Flat Purchaser has agreed and consented to the development of the said Property, in the manner mentioned in the RERA Certificate. The Flat Purchaser has also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and Regulations and has understood the documents and information in all respects. The Flat Purchaser/s demanded from the Promoters and the Promoters have given the inspection to the Flat Purchaser/s of all the documents of title relating to the said Property, the plans, designs and specifications prepared by the Promoters Architects and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale Management and Transfer) Act, 1963 (hereinafter referred to as “ **MOFA**”), RERA (hereinafter

collectively referred to as the “**said Acts**”) and the Rules and Regulations made thereunder and shall be provide the Flat Purchasers with any other document if and when necessary under any other law as may be applicable from time to time.

- g) The Promoters have informed the Purchaser herein that the Promoters have procured a loan as and by way of mortgage of the said Property along with newly constructed Composite Building known as “Lifescapes Aquino” from ECL Finance Limited (“**ECLFL**”) and the sale of the flats is subject to the terms of the conditional no objection (NOC) issued by ECLFL.

- h) The Promoter further inform the Purchaser that the Project “**Lifescapes Aquino**” has been additionally funded by issuance of Non-Convertible Debentures and the project assets have also been mortgaged to Debenture Trustee, **Catalyst Trusteeship Ltd (“Debenture Trustee”)** and the sale is subject to the terms of the conditional no objection certificate issued by the Debenture Trustee and/or Monitoring Agent. All the sale consideration (other than VAT/GST & Sale Tax), by whatsoever name called, shall be deposited in the Escrow opened with HDFC Bank in the name and style of ‘Goodwill Properties Private Limited Aquino Project Escrow A/C’ bearing account no 04230350000364 and all the cheques/demand drafts etc shall be drawn in favour of the aforesaid Escrow Account The receivables from the Flat (herein after defined) shall remain mortgaged to Debenture Trustee till deposit of sale consideration in full in the Escrow Accounts.

- i) The Flat Purchaser consents that the Promoter reserves the right to create any further mortgages/encumbrances as required from time to time, save and except the right of the Purchaser on the Flat (herein after defined) the details of such mortgages shall be disclosed in accordance with the provisions of law

- j) A copy of Title Report issued by the Advocates and Solicitors of the Promoters and a copy of Property Card showing the nature of the said Property on which the

flats are to be constructed have been annexed hereto and marked **ANNEXURE-“E” and ANNEXURE-“F”** respectively. Save and except as stated herein, the title of the said Property is clear, marketable and free from all encumbrances, and

- k) The Promoters have entered into a standard agreement with M/s. DSP Design Associates Pvt. Ltd. an Architect registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects.
- l) The Promoters have appointed Mr. Hiten Mahimtura, a Structural Engineer for the preparation of the structural design and drawings of the Buildings and the Promoters accept the professional supervision of the Architect and the structural engineer, which may be appointed from time to time till the completion of the Buildings.
- m) The above details along with the annexures to the RERA Certificate are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in>.
- n) After satisfying himself/ herself/ themselves with regards to the title of the said Property and all orders, permissions and plans and the representations made herein by the Promoter, the Flat Purchaser/s have applied to the Promoters for allotment to the Flat Purchasers, a Flat bearing No. __, admeasuring _____ square feet carpet area equivalent to _____square meters carpet area as per RERA and _____ square feet carpet area equivalent to _____ square meters carpet area as per the plans sanctioned on the _____ floor, of the Composite Building to be known as **“Lifescapes Aquino”**, the details of which are more particularly described in and shown by red colour outline on the plan annexed hereto as **ANNEXURE “G”** (hereinafter referred to as (**“the Flat”**)), together with __ covered ramp car parking space;

- o) For the purpose of this Agreement as per the provisions of RERA, the definition of "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment. For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the Purchaser; and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the Purchaser. The expression "walls" would mean walls made of Reinforced Cement Concrete (RCC) or plain concrete or Shear wall(s) or walls made from bricks or blocks or precast materials or drywalls or walls made of any material or composition of one or more of any of the materials and shall include column(s) within or adjoining or attached to the wall. All walls which are constructed or provided on the external face of an apartment shall be regarded as "external wall" and all walls or independent columns constructed or provided within an apartment shall be regarded as "internal partition wall"
- p) Relying upon the application, declaration and agreement, the Promoters have agreed to sell to the Purchasers the Flat at the price and on the terms and conditions hereinafter appearing.
- q) Prior to the execution of these presents the Flat Purchaser/s has/have paid to the Promoters a sum of Rs. _____ /- (Rupees _____ only) being part payment of the sale price of the Flat agreed to be sold by the Promoters to the Flat Purchaser/s as advance payment or deposit (the payment and receipt whereof the Promoters doth hereby admit and acknowledge at the foot of these presents) and the Flat Purchaser/s has/have agreed to pay to the Promoters

balance of the sale consideration and other charges in the manner hereinafter appearing in Annexure “H” annexed hereto.

- r) The Promoter alone shall have the sole and exclusive right to sell, lease, convey, assign, transfer etc. the flats and premises in the said Composite Building to be constructed by the Promoter and to enter into agreement/s with the purchaser/s and to receive the sale price in respect thereof.
- s) The Flat Purchaser/s further agree/s that the Promoter shall in its own discretion appoint an agency to maintain, manage and control all the other common areas and amenities and facilities in the said Composite Building and for such other purposes as may be agreed upon between the Promoter and the said agency
- t) Under the provisions of the said Acts and the Rules and Regulations made thereunder, the Promoters are required to execute a written Agreement for Sale of the Flat to the Flat Purchaser/s being in fact these presents and also to register this Agreement under the Indian Registration Act, 1908.
- u) k) Permanent Account Number of the Parties hereto are as under:

GOODWILL PROPERTIES PRIVATE LIMITED - _____

(PROMOTERS)

MR/MRS/MS. _____ - _____

(FLAT PURCHASER/S)

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

1. The Parties hereto agree that the recitals hereinabove shall form an integral part of this Agreement.

2. The Promoters are constructing the Composite Building to be known as “**Lifescapes Aquino**” consisting of the first five (5) floors being for ramp car parking and thereafter twenty (20) or more floors for residential flats as may be sanctioned/ amended/ varied/ altered from time to time by the MCGM on the said Property in accordance with the plans, designs, specifications approved by the concerned local authority and which have been seen and approved by the Flat Purchaser/s. Further, the Flat Purchaser hereby consent to the Promoter carrying out variations and modifications as the Promoters/s may consider necessary or as may be required by the concerned Local Authority/ Government/any other Competent Authority to be made in them or any of them. The Promoters shall only obtain prior consent in writing of the Flat Purchaser/s, in the event of the area of the Flat being reduced and not otherwise

3. . The Flat Purchaser/s hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Flat Purchaser/s a Flat bearing No. _____, admeasuring _____ square feet carpet area equivalent to _____square meters carpet area as per RERA and _____ square feet carpet area equivalent to _____ square meters carpet area as per the plans sanctioned on the _____ floor of the Composite Building to be known as “Lifescapes Aquino”, the details of which are more particularly described and shown by red colour outline on the plan annexed hereto as **ANNEXURE “G”** together with ____covered ramp car parking at or for the price of Rs. _____ /-(“**Sale Consideration**”), which shall be payable by the Flat Purchaser to the Promoter in the manner provided in **ANNEXURE “H”** annexed hereto which is exclusive of payment of GST /Service Tax , VAT/and/or any other taxes as are levied or which may be levied hereafter either by Central Government and/or State Government and/or any Public Authority. and subject to the deduction of Tax at source(TDS) as per provisions of Section 194-IA of the Income Tax Act, 1961 @ 1% on the total consideration or such rate as may be prescribed by the Income Tax Authority from time to time.

4. The Promoter shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the said Composite Building is complete and the Occupation Certificate with respect to the said Flat is granted by the MCGM, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three per cent). It is hereby agreed that if there is any increase in the carpet area allotted to Purchaser, the Promoter shall demand additional amount from the Purchaser towards consideration, which shall be payable by the Purchaser prior to taking possession of the said Flat.
5. It is clarified that the all the Sale Consideration payable by the Purchaser shall be deposited in the Escrow Account opened with HDFC Bank in the name and style of 'Goodwill Properties Private Limited Aquino Project Escrow A/C' bearing account no 04230350000364 and all the cheques/demand drafts etc shall be drawn in favour of the aforesaid escrow account”.
6. For this purpose, the Promoter may raise appropriate demand notices for payment upon the Purchaser, specifying the amount out of each installment of the consideration to be paid into the aforesaid escrow account. The Purchaser shall pay the same within 15 days of the date of such a demand notice. Further, the Promoter is not obliged to give any notice requiring such payment and the failure thereof, shall not be a plea, or an excuse for non-payment of any amount or amounts on their respective due dates.
7. If the Purchaser/s has availed of a loan from financial institutions or banks or any other lender (the“Lender”) against the security of the Flat for which a written NOC/ consent and approval of the Promoters has been issued, then in the event of (a) the Purchaser/s committing a default of the payment of the installments of the consideration amount (b) the Purchaser/s deciding to cancel the agreement and/ or (c) the Promoters exercising its right to terminate this Agreement, the Purchaser/s shall clear the mortgage debt outstanding at the time of the said termination. The Purchaser/s shall obtain the NOC or such necessary letter and other documents including but not limited to the original registered

Agreement for Sale and NOC from the Promoters, receipt etc. from the Lender stating that the Purchaser/s has/ have cleared the mortgage debt. Notwithstanding the above, the Purchaser's obligation to make payment of the installments under this Agreement in accordance with the provisions of this Agreement is absolute and unconditional.

8. It is also agreed that the Purchaser/s shall be solely responsible to ensure timely disbursement of the installments towards consideration from the Lender. Any delay in receiving the installment from the Purchaser/s or the Lender for any reason whatsoever will entitle the Promoter to charge interest at the State Bank of India Highest Marginal Cost of Lending Rate plus 2% or such other rate as may be prescribed under the applicable law from time to time on the outstanding amount.
9. Further, the Purchaser shall ensure that such lender/financial institution does disburse/pay all such consideration amounts due and payable to the Promoter through an account payee cheque/demand draft drawn in favour of _____
10. The Purchaser/s hereby agree to pay all the amounts (including interest) payable under the terms of this Agreement as and when it becomes due and payable, time for the payment of each installment being the essence of this Agreement. Further, the Promoter are not bound to give any notice requiring such payment and the failure thereof, shall not be a plea, or an excuse for non-payment of any amount or amounts on their respective due dates.
11. Time shall be the essence of contract for all payments/deposits to be made by the Purchaser/s under this Agreement and at law. The Purchaser/s hereby agree and undertake to pay each and every installment within 15 (fifteen) days of the respective due dates as mentioned in **Annexure "H"** hereto. Without prejudice to the above, if the Purchaser/s fails to make the payment within a period of 15 days, then and in such an event, the Purchaser/s agrees to pay to the Promoter interest at

the State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum or such other rate as may be prescribed under the applicable laws, on all the amounts outstanding under the terms of this Agreement. Provided that, payment of interest shall not save the termination of this Agreement by the Promoter on account of any default/ breach committed by the Purchaser/s in payment of any outstanding amount and/or on account of any default/breach committed by the Purchaser/s of any of the terms and conditions herein contained. It is specifically agreed that the amount received by Promoter will be first appropriated towards interest receivable by the Promoter.

12. The Purchaser/s further agrees, declares and undertakes that in the event of delay in payment of any installment or any other amount under this agreement or otherwise, the Promoter shall be entitled to raise, recover and receive the amount of interest at any point of time.

13. The Sale Consideration mentioned in Annexure “H” and the deposits/ charges mentioned in Clause nos. 47, 80 and 79 herein below are as per the current estimated cost for construction of the Flat. The Sale Consideration as mentioned in Annexure “H” and the deposit charges mentioned in Clause nos. 47, 80 and 79 herein below to be paid by the Purchaser/s has been calculated inter alia on all the authorities, permissions and on the basis that the Purchaser/s have granted their irrevocable and binding consent including, but not limited to making any such variations, alterations, amendments or deletions as may be permissible under the provisions of law. In the event that the Purchaser/s withdraw their consent or in the event the validity of the same is challenged, then the amount of consideration under Annexure “H” shall automatically stand enhanced to include any direct and/or indirect loss, damage, claim, expenditure suffered by the Promoter due to such consent not being granted to the Promoter.

14. The Sale Consideration shall be escalated/ increased due to any increases on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent

authority/local bodies/Government from time to time. The Promoters shall accordingly raise a demand on the Purchaser/s for increase in the development charges, costs or levies imposed by the competent authorities, etc., which shall be applicable only to subsequent payments.

15. At the request and instance of the flat purchaser/s and for the convenience of the flat purchaser/s, the Promoters have granted the concession and permitted certain flat purchaser/s to park his/her/their light motor vehicles in open car parking spaces allotted to them which the flat purchaser/s shall be entitled to utilize for his/her/their personal use and the concession granted shall be valid until the flat purchaser/s continue to be the owner of the flat agreed to be purchased by the flat purchaser/s from the Promoters. [**Client to Confirm**]

16. The Promoters have shown the Flat Purchaser/s the layout of the said Property as sanctioned by MCGM and subject to further variation/amendment thereto by the Promoters and as would be sanctioned by MCGM and/or any other Competent Authority/Authorities from time to time, the Flat Purchaser/s are specifically put to the notice that;

- (a) As per the layout sanctioned by MCGM, the Promoters have constructed one building consisting of stilt and 7 upper floors inter-alia for re-housing some of the tenants/occupant of Todankarwadi in Rehab Building which is shown in blue colour hatch on the plan annexed hereto and marked as **Annexure-“B”**
- (b) The Promoters shall be constructing another building shown in yellow colour hatch on the plan annexed hereto and marked as **Annexure-“B”** being the building for tenants/occupant of Todankarwadi and for the free sale component available to the Promoters for sale i.e. the Composite Building as sanctioned/amended/ varied by MCGM , the Promoters shall be entitled to sell and dispose off flats available for sale situated therein

for the consideration and on such terms and conditions as the Promoters may deem fit and proper.

- (c) As per the requirement of MCGM/Power Supply Company, the Promoter/s are required to make available space for Electric sub-station as indicated and shown on the plan annexed hereto and marked as **Annexure-“B”**. It is agreed and recorded by and between the parties hereto that the Flat Purchaser/s and/or anybody claiming by, through, under or in trust of the Flat Purchaser/s shall abide by all terms and conditions as are laid down by Power Supply Company and/or Government of Maharashtra /MCGM any other Competent Authority in that respect from time to time for installation of Electric Sub-station. It is agreed and recorded that access to the sub-station shall always be kept free of all encumbrances as per the requirement, from time to time.
- (d) The area shown in brown colour hatch is the non-exclusive access to the Re-hab Building, as also the Composite Building being constructed by the Promoters. It is clarified and specifically agreed and recorded that the said non-exclusive access area shown in brown colour hatch on the plan annexed hereto and marked as **Annexure-B** shall also be available to Owners/Occupants of flats in Composite Building. It is specifically agreed and recorded that either Flat Purchaser/s herein and/or anybody claiming by, through, under or in trust of her/him/them and/or that the Society which may be formed by the owners of the flats in the Re-hab Building, and/or Composite Building shall not be entitled to park their two/four wheel vehicle on the said non-exclusive access.
- (e) It is specifically agreed and recorded that the area of garden shown in green colour hatch on the plan annexed hereto and marked as “**Annexure-B**”, is the garden for the exclusive use of all the Owners/Occupants of the

Re-hab Building and the maintenance / property taxes shall be borne and paid by the Occupants of the Re-hab Building.

- (f) It is specifically agreed and recorded that the six meter wide access over ramp is exclusively available for the owners of the flats in the Composite Building being constructed by the Promoters and neither of the Tenants/occupants of Rehab Building and/or anybody claiming by, though, under or in trust of them and/or the organisation that would be formed by the owners of the flats in the Re-hab Building shall have any claim, right, title and interest therein in any manner howsoever.

- (g) It is specifically agreed and recorded that the area shown in yellow colour hatch in **Annexure- “B”** whereon Composite Building is being constructed by the Promoters, shall be exclusively for the Owners/Occupants of the flats in the Composite Building, and the tenants/occupants of Rehab Building and/or anybody claiming by, through, under or in trust of them and/or the organisation that may be formed by the Owners/Occupant of Flats in the Re-hab Building shall not have any claim right, title and interest therein in any manner howsoever.

- (h) It is specifically agreed and recorded that the parking bay to be constructed or being constructed by the Promoters in Composite Building, shall belong exclusively to the Owners of the flats in Composite Building, and neither of the tenants/occupants of the Rehab building and/or anybody claiming by, through, under or in trust of them and/or the Society that would be formed by the Owners of the flats in Re-hab Building, shall have any claim demand or right to park their respective vehicles in the parking bay being constructed by the Promoters, the same being exclusively for the Composite Building .

- (i) It is specifically agreed and recorded that all the amenities that would be provided for by the Promoters in the Composite Building, shall belong to the Owners of the flats in the Composite Building, and neither of the tenants/occupants of the Re-hab Component and/or anybody claiming by, through, under or in trust of them and/or the society that would be formed by the owners of the flats in Re-hab Building, shall have any claim, right, title and interest therein in any manner whatsoever.
- (j) The fittings and amenities to be provided by the Promoters in the Composite Building and the Flat are those that are set out in “**ANNEXURE-I**” hereto

17. The Promoters shall have a first lien and charge on the Flat agreed to be acquired by the Flat Purchaser/s in respect of any unpaid amount payable by the Flat Purchaser/s to the Promoters hereunder. It is an essential and integral term and condition of this Agreement, that only upon the payment of full amount of the Sale Consideration, and all other amounts, charges, dues, outgoings etc. payable hereunder, having been paid on its due date/s without any default by the Flat Purchaser/s to the Promoters (and not otherwise), will the Flat Purchaser/s have or be entitled to claim any rights, against the Promoters under this Agreement and/or in respect of the Flat.

18. The Promoters hereby agree to observe perform and comply with all the terms, conditions, stipulations, and restrictions, if any, which may have been imposed by the concerned Local Authority at the time of sanctioning the plans or thereafter and shall, before handing over possession of the Flat to the Flat Purchaser/s, obtain from the concerned local authority occupation and/or occupation certificate in respect of thereof.

19. The Flat Purchaser/s shall observe, perform and comply with all the terms and conditions imposed by the MCGM and/or Government of Maharashtra and/ or Government of India, and/ or Maharashtra Pollution Control Board, and / or Chief Fire Officer and/or Collector and/or any other Competent Authority at the time of execution of the Agreement and/or which may be imposed hereinafter and any

consequences of the breach thereof, the Flat Purchaser/s alone shall be responsible for the same..

20. The Promoters hereby declares that the area of the said Property is 1614.39 square metres equivalent to 1921.12 sq. yds. and the Promoters are entitled to utilize the inherent Floor Space Index (“**FSI**”) of the said Property as per Development Control Regulations Act, 1991 (“**DCR**”) and/or any amendment thereto from time to time and/or any rules, regulations, framed thereunder and/or policy/policies of the Government of Maharashtra /MCGM /Government authority -authorities from time to time and that no part of the same has been utilized by Promoters elsewhere for any purpose whatsoever. It is specifically agreed that the Promoters shall be entitled to obtain Transferable Development Rights (“**TDR**”) and/or such other FSI by whatever nomenclature under Development Control Rules 1991 and utilise the same on the said Property. The residual F.A.R. (F.S.I.) in the property not consumed will be available to the Promoters as provided hereinafter and the Flat Purchaser/s doth hereby accord his/her/their irrevocable consent for the same.

21. Promoters hereby declare that the FSI available in respect of the said Property is 3011.43 sq. mtrs. equivalent to 3601.67 sq. yds. only, and that no part of the said FSI has been utilised by the Promoters elsewhere for any purpose whatsoever. Agreed and recorded that the Promoter is developing the said property under Regulation 33(7) of DCR and that the Promoter shall be entitled to continue to develop the same either under Regulation 33(7) or any other Regulation and/or under bye-laws and /or by the regulations of the MCGM laid down for re-development of the said property from time to time. Agreed that the Promoters shall be entitled to purchase/acquire TDR, and load the same on the said Property. The Promoters have informed the Flat Purchaser/s herein that the Promoters are negotiating for purchasing and/or procuring development rights in respect of the adjacent property/properties. In the event of the Promoters being successful in purchasing and/or acquiring development rights in respect of any other adjacent

property/properties, than in that event the Promoters herein shall be entitled to amalgamate such adjacent property/properties with the said Property hereto and develop the said Property along with such other adjacent property/properties on such terms and conditions as may be permissible under the DCR and/or any repealment /replacement thereof and/or rules, regulations, bye-laws and/or policy of MCGM and/or Government of Maharashtra as may be declared/framed/enacted from time to time. It is further agreed and recorded by and between the parties hereto that the Promoters shall be entitled to undertake the construction work on the said Property with or without amalgamating with other adjacent property/ies in phased manner as permissible under DCR and/or any amendment/s thereto and/or repealment/replacement thereof from time to time. The residual F.A.R. (F.S.I.) in the said Property with or without amalgamating with other adjacent property/ies not consumed will be available to the Promoters till the full and complete development of the said Property with or without amalgamating with other adjacent property/ies which may be acquired by the Promoters hereafter at any time. It is agreed by and between the parties hereto, that in the event of Promoters acquiring any other adjacent property/properties to the said Property the Promoters shall be entitled to utilize FSI of the said Property on the adjacent property/properties and/or utilize the FSI of such adjacent property/properties on the said Property as the Promoters in its sole discretion may deem fit and proper. The said Property and such other adjacent property/properties may be developed by the Promoters as one or more project/s and as per the rules, regulations and policy framed by Maharashtra Housing And Area Development Authority (“**MHADA**”) and/ MCGM and/or State of Maharashtra from time to time and the Flat Purchaser/s shall have no claim, right, title and interest therein save and except to the extent of being provided with respect to the Flat in terms of this Agreement.

22. It is agreed and recorded by and between the parties hereto that at any time after the Promoter executes the deed conveyance in respect of the said Property and said Composite Building in favour of the organisation/s, formed, any additional

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

23. It is agreed by and between the parties hereto that GST, Service Tax payable under Service Tax Act, 1994 and/or VAT shall be the sole and exclusive liability of the Flat Purchaser/s to the exclusion of the Promoters herein. It is agreed by and between the parties hereto that the Flat Purchaser/s shall simultaneously with the payment of every installments also issue a Banker's Cheque in favour of the Promoters towards the GST /Service Tax /VAT at the prevalent rate at the relevant time and the Promoters shall make arrangement of payment thereof in accordance to the law. In the event of Higher GST /Service Tax/VAT/ being attracted and/or payable the same shall also be borne and paid by the Flat Purchaser/s without recourse to the Promoters herein. It is clarified that separate cheque given for the payment of GST /service tax/VAT is not and do not form part of the consideration but is a mere payment to be effected by the Flat purchaser/s to the Promoters towards the payment of Service Tax/VAT/GST , required to be paid under the law. Agreed that in the event of any new / additional taxes being levied by Central Govt. / State Govt. / M.C.G.M. and/or any other Govt. and semi Govt. Authority hereafter the same shall be borne and paid by the Flat Purchaser/s.

24. The Promoters hereby agree that they shall, before handing over possession of the Flat to the Flat Purchaser/s and in any event before execution of the conveyance in respect of the said Property with or without amalgamating the same with other adjacent property/properties in favour of the organisation/s to be formed by the tenants/ occupants and the purchasers of premises in the said Composite Building

and the Re-hab Building constructed on the said Property, make full and true disclosure of the nature of their title to the said Property with or without amalgamating the same with other adjacent property/properties as well as encumbrances, if any, including any right, title interest or claim of any party in or over the said Property, with or without amalgamating the same with other adjacent property/properties and shall, as far as practicable, ensure that the said Property is free from all encumbrances and that the Promoters have absolute clear and marketable title to the said Property with or without amalgamating the same with other adjacent property/properties so as to enable the Promoters to convey to the organisation/s absolute, clear and marketable title on the execution of the Conveyance of the said Property with or without amalgamating the same with other adjacent property/properties by the Promoters in favour of such organisation/s .

25. -".On the Flat Purchaser/s committing default in payment on due date of any amount due and payable by the Flat Purchaser/s to the Promoters under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and any other outgoings) and/or on the Flat Purchaser/s committing breach of any of the terms and conditions herein contained, the Promoters shall be entitled at their own option to terminate this Agreement; PROVIDED always that the power of termination herein before contained shall not be exercised by the Promoters unless and until the Promoters shall have given to the Flat Purchaser/s fifteen days prior notice in writing of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement and default shall have been made by the Flat Purchaser/s in remedying such breach or breaches within a reasonable time after the giving of such notice PROVIDED FURTHER that upon termination of this Agreement as aforesaid, the deposit or earnest money paid by the Purchaser to the Promoter shall stand forfeited and the Promoter shall refund the balance Sale Consideration paid by the Purchaser to the Promoter, if any, but without any further amount by way of interest or otherwise

and the Promoters shall be at liberty to dispose of and sell the said Flat to such person and at such price as the Promoters may in their absolute discretion think fit.

26. The Promoter shall refund the amount if any, to the Purchaser only after the Flat is sold and all amounts including consideration amount has been received from the new purchaser in respect of the Flat. However, any profit and all other advantages and benefits arising from the sale of the Flat to a new purchaser shall be to the sole and exclusive credit of the Promoter and the Promoter shall be entitled to the said profits and all other advantages and benefits
27. The refund of any amounts by the Promoter shall be net of any taxes, cess, charges, fees paid to the Government or any competent authority including tax deducted at source, GST/VAT, Service Tax etc. and the Promoters shall not be liable to refund such amounts paid in respect thereof.
28. The Promoters shall also be entitled to adjust and retain any other amount which may be payable to the Promoters by the Purchaser/s
29. Only in the event that the Purchaser/s terminates this Agreement due to failure of the Promoters to give possession of the said Flat within the period agreed herein, the Promoters shall refund to the Purchaser/s the booking amount/earnest money or any other amounts till then paid by the Purchaser to the Promoters with interest at the at the State Bank of India Highest Marginal Cost of Lending Rate plus 2% or as may be prescribed under the applicable law from time to time. It is further provided, that in such circumstances, the Purchaser/s shall not be entitled to any additional compensation, loss or damage including but not limited to the loss, if any, being the difference of the amount in the rate at which the Purchaser/s booked the said Flat and the rate prevailing at the time of cancellation by the Purchaser/s. The Purchaser/s will also be liable to pay interest on any default payment as per the terms, herein contained, at the time of making accounts when the Purchaser/s has expressed his/ her/ their desire to cancel the Agreement.

30. It is agreed by and between the Parties that the entire above-referred amount due and payable by the Purchaser/s as specified hereinabove shall be received by the Promoters from the Purchaser/s till the time of such cancellation. In the event of such termination, if the monies paid by the Purchaser are less than the total dues recoverable, then the Purchaser/s will be liable to pay the difference amount to the Promoters within 30 days of the application for cancellation, failing which the amount would attract interest at the State Bank of India Highest Marginal Cost of Lending Rate plus 2% or such other rate as may be prescribed under the applicable law from time to time, till such time that the payments are made, inclusive of the accrued interest.
31. It is expressly agreed that the right of the Purchaser/s under this Agreement is only restricted to the Flat agreed to be sold by the Promoter to the Purchaser/s and all other premises shall be the sole property of the Promoter and the Promoter shall be entitled to sell, deal or dispose of the same without any reference or recourse or consent or concurrence from the Purchaser/s in any manner whatsoever to any third party.
32. The Promoter shall be at liberty and be entitled to amend the lay-out plan of the said Property, the building plans, other approvals for, in accordance with prevailing provisions of law, including but not limited to:
- (i) acquisition of additional plots/ property/ adjoining property and inclusion of such plots of land in the lay out plan of the said Property; and
 - (ii) Amalgamation of the said Property with any adjoining plots of land
 - (iii) The Purchaser/s and/ or the organisation/s and/or the apex body or any other body formed by the purchasers/ of the said Property shall not have any objections to the aforesaid and the Purchaser/s hereby grants his/ her/ their irrevocable consent and no objection to the Promoters to carry out the necessary acts, deeds, matters and things.
 - (iv) The Purchaser/s hereby grants his/ her/ their irrevocable authority and consent to the Promoter that the Promoter shall have the sole and absolute

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

33. The Purchaser/s expressly consent/s and confirms the irrevocable and unfettered right of the Promoter to construct the said Composite Building and other structures (if any) on the said Property and/or additional floors in the said Composite Building being constructed/ to be constructed in the future as on the said Property in the manner as per the permissions / approvals received from time to time, without any further or other consent or concurrence in future. These consents and confirmation shall be treated as irrevocable No Objection (“NOC”) consent, permission given by the Purchaser, under sections 7 and 7A of MOFA and Section 14 of the RERA or any amendment shall be deemed to have been complied herewith, to the same as long as the total area of the said Flat is not reduced.
34. The Promoter shall always have a right to get the benefit of additional FSI for construction from sanctioning authorities and also to make the additions, alterations, raise storey/ies or put up additional structures as may be permitted by sanctioning authorities and other competent authorities and such additions structures and storey/ies will be the sole and absolute property of the Promoter alone.
35. The Purchaser/s hereby further agrees and covenants with the Promoter to sign and execute all papers and documents in favour of the Promoter or otherwise as may be necessary for the purpose of enabling the Promoter to construct the Composite Building in accordance with the said plans relating thereto or such other plans with such additions and alterations as Promoter may in their sole discretion deem fit and proper and/ or for the purpose of applying for or obtaining the approval or sanction of the MCGM or any other appropriate authorities in

that behalf as well as for the construction of such building/s in the said Property upon or after the grant of such approval or sanction relating thereto provided the size and location of the Flat agreed to be purchased by the Purchaser/s is/ are not in any manner adversely affected. The Purchaser/s agree/s that the said consent is irrevocable.

36. The Purchaser/s agrees and gives his/ her/ their irrevocable consent/s to the Promoter for carrying out the amendments, alterations, modifications and/ or variations to the scheme of development in respect of the said Property, including the layout plans, designs and elevations etc which are made available either at our office or on the website of the Real Estate Authority. Further, the Promoter shall not be required to obtain consent in the following events:

- a. Any minor additions or alterations.
- b. Any addition or alterations to any club house, common areas, amenities, etc.
- c. Any addition or alteration in compliance of any direction or order issued by the competent authority or statutory authority under any law of the State or Central Government.

37. The Purchaser/s is/are aware that proposed building is constructed with concession in open spaces/ joint open spaces and the Promoter has executed registered undertaking in favour of the MCGM. It is further agreed between the parties that all undertaking, declaration, Indemnity bond/ bonds, deeds and writing/s given/ executed by the Promoter in favour of concerned bodies/ authorities in respect of the said Property and its development shall be binding upon the Purchaser/s and society or condominium formed by the Purchaser/s of flat/ premises

38. Till the entire development of the said Property is completed, the Purchaser/s shall not interfere in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and say over the un-

allotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/ or any other common facilities or the amenities to be provided in the said Property and the Purchaser/s shall have no right or interest in the enjoyment and control of the Promoter in this regard.

39. The Purchaser/s is/are aware that the Promoter will be developing the said Property on such terms and conditions as the Promoter may deem fit and shall be entitled to all the benefit of FSI any such entitlements for the more beneficial and optimum use and enjoyment of the same in such manner as the Promoter deem fit and the Promoter shall be entitled to grant, offer, upon or in respect of any portion of the said Property, to any third party all such rights, benefits, privileges, easements, etc. including right of way, right to draw from or connect to all drains, sewers, installations and/ or services in the said Property in such manner as may be desired by the Promoter and the Purchaser/s expressly and irrevocably consents to the same.

40. The Promoter shall be at liberty to sell, assign, transfer mortgage or otherwise deal with its right, title and interest in the said Property and/ or the Building, provided that the same does not in any way materially prejudice the right of the Purchaser/s in respect of the Flat which is agreed to be sold to the Purchaser/s.

41. In the event of the Promoter having paid or being required to pay any amount by way of premium, betterment charges, development charges, transfer charges, etc. payable to any sanctioning authority or other authority or the Government of Maharashtra, then the same shall be reimbursed by the Purchaser/s to the Promoter in proportion to the carpet area of the Flat/ premises or otherwise as may be determined by the Promoter and non- payment of the same, shall constitute a breach of this Agreement.

42. The Promoter shall have the right to designate any space in the said Property to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the

buildings that may be developed on the said Property. The Promoter shall also be entitled to designate any space in the said Property to such utility provider either on leave and license or leasehold basis for the purpose of installing power substations with a view to service the electricity requirement in the said Property and the building/s constructed thereon.

43. Under the present Agreement, the Promoter has given a bare permission to the Purchaser/s, to enjoy the common facilities like internal roads, garden, recreation, open space or otherwise, of the said Property which at the discretion of the Promoter is liable to be shifted, , without giving any prior intimation and/ or notice in writing, to the Purchaser/s or otherwise, and Purchaser/s shall not be entitled for any loss, damages, costs, charges, expenses or otherwise of any nature whatsoever from the Promoter or their nominees or transferees on these account.

44. The Flat Purchaser/s is also made aware that the Promoter shall be entitled to either form one Organisation or two separate organisations with respect to the Buildings standing on the said Property. The Purchaser hereby gives his irrevocable consent and no objection for the same and further agrees not to take any objection for the same

45. In the event the Promoter forms a single organisation, such an organisation shall comprise of the tenants/occupants for whom Rehabilitation Building and flat Purchaser/s and tenants / occupants for the Composite Building (**“Common Organisation”**).

46. In the event the Promoter forms two separate organisations, the first organisation shall comprise of the tenants/occupants for whom Rehabilitation Building is being constructed (**“Rehabilitation Organisation”**) and the second organisation shall comprise of flat Purchaser/s and tenants / occupants for the Composite Building being constructed wherein the Flat Purchaser/s herein has agreed to purchase the flats on the terms and conditions as appearing herein (**“Composite**

Organisation”). The Rehabilitation Organisation and the Composite Organisation are herein after collectively referred to as (“**the said Organisations**”).

47. In the event two separate Organisations are to be formed, the Promoter shall upon 51% of the units being booked in the Composite Building to be constructed on the said Property, the Promoter shall call upon the Flat Purchaser/s to pay Rs.600/- as the share money and entrance fees for the organisation and Rs. 5000/-for formation and registration of the Composite Organisation and to sign all such deeds and documents required for the formation and the registration of the Composite Organisation, and the Purchaser shall pay the same within 15 days of the date of such a demand notice. On the receipt of the share money and entrance fees for the organisation and the formation and the registration of the Composite Organisation alongwith the documents, enable the formation of either a Condominium/Co-operative Society/Limited Company/organization/a body of shop/flat purchasers/allottees of the said Composite Building i.e. the Composite Organisation

48. In the event the Common Organisation is to be formed, the Promoter shall upon 51% of the units being booked in the Buildings to be constructed on the said Property, the Promoter shall call upon the Flat Purchaser/s to pay Rs.600/- as the share money and entrance fees for the organisation and Rs. 5000/-for formation and registration of the Common Organisation and to sign all such deeds and documents required for the formation and the registration of the Common Organisation, and the Purchaser shall pay the same within 15 days of the date of such a demand notice. On the receipt of the share money and entrance fees for the organisation and the formation and the registration of the Common Organisation alongwith the documents, enable the formation of either a Condominium/Co-operative Society/Limited Company/organization/a body of shop/flat purchasers/allottees of the said Composite Building i.e. the Common Organisation

49. The Purchaser/s and the purchaser/s of the other flat/ premises shall join in the formation and registration of the Composite Organisation/Common

Organisation(as the case may be) and for this purpose also from time to time sign and execute the application for registration and/or membership and all the necessary applications, documents and other papers and writings for the purpose of formation and registration of the Composite Organisation/Common Organisation including bye-laws of the Composite Organisation/Common Organisation and duly fill in, sign and return to the Promoter within 7 (seven) days of the same being forwarded by the Promoter to the Purchaser/s, so as to enable the Promoter to register the Composite Organisation/Common Organisation under RERA and the rules and regulations framed thereunder. If the Purchasers fail to comply with the all requirements for the formation of the Composite Organisation/Common Organisation within the prescribed time limit then the Promoter shall not be held responsible or liable in manner for such delay in registration of such Composite Organisation/Common Organisation (as the case may be). No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

50. The Purchaser/s shall observe and perform all the rules and regulations and bye-laws of the Composite Organisation/Common Organisation (as the case may be) on its formation and the additions, alterations and amendments thereof that may be made from time to time for protection and maintenance of the buildings standing on the said Property and the premises therein and for the performance and observance of building rules, regulations and bye-laws for the time being of the concerned local authority, government or public bodies. The Purchaser/s shall also observe and perform all the terms and stipulations laid down by the Composite Organisation//Common Organisation and/ or the apex body(as the case may be) regarding occupation and use of the Flat and shall pay outgoings in accordance with the terms of this Agreement.

51. In the event of the Composite Organisation/Common Organisation(as the case may be) being formed and registered before the sale and disposal by the Promoter

of all the flat/ premises in the Composite Building, the power and authority of the Composite Organisation so formed or that of the Purchaser/s and the Purchaser/s of other premises in the Composite Building shall be subject to the overall authority and control of the Promoter in respect of any of the matters concerning the Composite Building, the construction and completion thereof and all the amenities pertaining to the same and in particular Promoter shall have the absolute authority and control as regards the unsold flat/ premises and disposal thereof. The Promoter shall be liable to pay only the municipal taxes, at actuals, in respect of the unsold flat/ premises, if any. In case the Composite Organisation/Common Organisation(as the case may be) is formed before the disposal by the Promoter of all the flats/ premises then the Promoter shall at its option (without any obligation) join in as a member in respect of such unsold flat/ premises and as and when such flat/ premises are sold, the Composite Organisation/Common Organisation(as the case may be) shall admit such Purchaser/s as the member/s without charging any premium/ transfer fees or extra payment of any nature whatsoever.

52. Notwithstanding the other provisions of this Agreement, the Promoter shall be entitled to nominate any person (“**project management agency**”) to manage the operation and maintenance of the building(s), and the infrastructure on the said Property, common amenities and facilities on the said Property for a period until the organisation/s is formed and the charge for maintenance is handed over to the Composite Organisation and/or Rehabilitation Organisation or until said Property is developed (as determined by the Promoter). The Promoter shall have the authority and discretion to negotiate with such project management agency and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/ them. The cost incurred in appointing and operating the project management agency shall be borne and paid by the occupants of the Buildings that may be developed in the said Property including the Purchaser/s on a pro rata basis as part of the development and common infrastructure charges referred to herein.

53. In such event, the Purchaser/s agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter or the project management agency, including without limitation, payment of the Purchaser's share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the said Property and common areas and facilities within the said Property and buildings constructed thereon and inclusive of the payment fees of the project management agency.
54. The Promoter shall have the exclusive right to control advertising and signage, hoarding, and all other forms of signage whatsoever within the said Property, till such time as the said Property together with the Buildings constructed thereon are transferred to the Common Organisation / the said Organisations and /or the apex body (as the case may be).
55. The Promoter shall be entitled to construct site offices/ sales lounge in the said Property and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the said Property or any portion thereof is conveyed/ assigned to either the Common Organisation /said Organisations and /or the apex body (as the case may be) and shall continue have that right until the entire said Property is developed.
56. Save and except or otherwise not to reduce any area of the said Flat, the Promoter shall have full and absolute discretion, to do all acts, so as to exploit full residential or commercial potential (if any) of the said Property. The Promoter shall also be entitled to use utilize and consume the development potential of the said Property in the manner as the Promoter may deem fit and proper in their absolute discretion;
57. Brochures, Pamphlets, Literature , showing Gardens, Open Space, Recreation Area or any other details in the said Plans and/ or in the Brochure, Pamphlets or otherwise, are based on Plans approved by the concerned authority/ies.

Notwithstanding anything contained under this agreement, in case of any conflict with the details provided in Brochures, Pamphlets, Literature and/ or Plans and in this Agreement, the provisions of this Agreement shall prevail. The Purchaser/s confirms and consents that the Purchaser/s have purchased the said Flat solely on the basis of the terms and conditions and representations made in this Agreement and nothing contained in any brochures, pamphlets, literature or any other material shall be binding on either Party and this Agreement supersedes all earlier documents, letters, brochures and/or oral/written representations whatsoever.

58. For all or any of the purposes, mentioned under this Agreement, the Promoter shall have absolute and unrestricted rights, to put fresh plans and/ or revise the plans and/ or alter the specifications or otherwise, without reducing an area of the Flat and the Purchaser/s shall not take any objection for the same.
59. In order to facilitate development and/ or to explore total commercial/ residential potential, of the said Property, Promoter shall be entitled to sub divide/ amalgamate the said Property with the neighboring property, and/ or after sub division/ amalgamation again amalgamate/ sub-divide the said Property, and/or from time to time, apply for and obtain revised approved plans and/ or ask for any modification and/ or change the approved Plans, including to do such further acts, as may be necessary. It is further agreed that Purchaser/s or anybody on their behalf shall not be entitled to raise any objections against the Promoter exercising their aforesaid power.
60. Under the present Agreement, Promoter has agreed to sell and transfer only the Flat to the Purchaser/s. The Purchaser/s hereby agree that he/ she /they shall not claim any right, title and interest in the said Property or any part thereof or in the buildings on the said Property or any part thereof, save and except the Flat/ Premises. The Purchaser/s shall have right only in respect of the Flat/ agreed to be sold to him/ her/ them and only upon full payment of the consideration and other charges and deposit, which is agreed in this Agreement.

61. The Promoter shall be entitled to sell flat/ premises in the Composite Building for being used as Bank, Dispensary, Consulting Room, Nursing Home, Coaching Classes and/or such other purpose permitted under the law for the time being in force. The Purchaser/s shall not object to use the flat for such purposes.
62. The Promoter intends to either retain or sell the parapet walls of terrace, blank walls on the external periphery of building/s which may be constructed on the said Property (hereinafter called “**the said hoarding space**”). The retention/ sale of such hoarding space is only for the purpose of advertisement which includes hoarding/s, any display of sign boards as well as neon lights and the Promoter or the occupiers/ conductor of such hoarding space shall install separate electric meter for neon lights, give any portion of the terrace for cellular phone company, dish antenna or cable operator or any other manner, so as to use and consume its entire commercial potential or putting up any overhead water tank/s thereon for their exclusive use or otherwise and shall also bear and pay the municipal corporation taxes and other taxes directly or through the Composite Organization/Common Organisation(as the case may be). The Promoter /s or the Purchaser/s of the hoarding space shall not contribute to any of the outgoings to the Composite Organization Common Organisation (as the case may be). The Purchaser/s shall not object in any manner and shall co-operate with the Promoter or purchaser of such hoarding space for admitting the Promoter or purchaser of such hoarding space as nominal member of the Composite Organization Common Organisation (as the case may be). This is an irrevocable written confirmation given by the Purchaser/s to the Promoter or the prospective purchaser/s of such hoarding space from the Promoter and also the Composite Organization/ Common Organisation (as the case may be). On the basis of this clear understanding, the Promoter agreed to execute these presents. The Promoter shall be entitled to install its logo in one or more places in or upon the said Composite Building and the Promoter reserves to itself full and free right of way

and means and access to such place or places for the purpose of repair, painting or changing the logo

63. The Purchaser/s hereby grants his consent and acknowledges that the Promoter has all rights for mortgaging the said Property or any part thereof along with the Buildings being constructed on the said Property save and except the Purchaser's Flat, in favour of any bank, financial institutions, body, trust, lenders, persons etc., to enable the Promoter to augment the funds for the Promoter for development of the said Property. The Promoter shall clear the mortgage debt in all respect before the execution of conveyance of the proportionate area of the said Property in favour of the Composite Organization/ Common Organisation (as the case may be) formed of all the purchaser/s in the said Composite Building and the tenants in the Re-hab Building.

64. The Purchaser hereby also grants its irrevocable authority, permission and consent to the Promoter and agrees and undertakes that:

- i) The Promoter shall have sole and absolute right and authority, and shall be entitled to deal with, sell or otherwise dispose off any part or portion of the Composite Building and the said Property and to permit the same to be utilized for any purpose, including for the purpose of offices, shops, nursing homes, bank office, restaurant, hotel, gardens/playground, and display of advertisement and hoardings, as may be permissible or as may be ultimately permitted by the authorities concerned.
- ii) The Purchaser/s shall at their sole cost and expense do and perform all necessary acts, things and matters, including signing, executing and admitting execution of all further and other deeds, documents, writings, papers, forms, applications, etc. as may be directed by the Promoter and which the Promoter may in their sole and absolute discretion deem fit and proper, putting into complete effect the provisions of this Agreement.

- iii) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Property and/or said building or any part thereof. The Purchaser/s shall have no claim save and except the Flat hereby agreed to be sold hereunder and all open spaces, lobbies, common space, parking staircase, garden, club, , terraces, recreation spaces etc. remain the property of the Promoter until the Property or a part thereof and said Composite Building is conveyed to the Composite Organization/ Common Organisation (as the case may be) in the manner deemed fit by the Promoter.
- iv) Unless the context otherwise suggests or warrants, all obligations, conditions and liabilities herein imposed upon the Purchaser/s whether expressly or impliedly, shall be deemed to be covenant running with the said Flat and shall be binding upon the Composite Organization/ Common Organisation (as the case may be).
- v) Irrespective of disputes if any, which may arise between the Promoter and the Purchaser/s and/ or the said Composite Organisation/ Common Organisation (as the case may be), all amounts, contributions and deposits, including amounts payable by the Purchaser/s to the Promoter under this Agreement, shall always be punctually paid by the Purchaser/s and shall not be withheld by the Purchaser/s for any reason whatsoever.
- vi) For all or any of the purposes mentioned under this Agreement, the Promoter shall be entitled to keep and/ or store any construction materials, on any portion of the said Property for carrying out additional constructions, and/ or to have additional electricity supply and/ or additional water supply and for the purpose of construction, to do all such further acts, deeds, matters and things as may be necessary. It is further

agreed that in such an event, the Purchaser/s shall not take any objection or otherwise, on the ground of any nuisance, noise and/ or shall not claim any easement rights and/ or any other rights in the nature of easement or prospective or other rights of any nature whatsoever. The Purchaser/s directly and/or indirectly, shall not do any act, deed, matter or a thing, whereby the Promoter may be prevented from putting any such additional and/ or new construction and/ or shall not raise objection and/ or obstruction, hindrance or otherwise.

vii) The Purchaser/s shall not take any objection on the ground of nuisance, annoyance, and/ or claim any rights of easement, and/ or any rights in nature of an easement and/ or obstruction of light, air, ventilation, open space and/ or open area, and/ or on any other grounds, of any nature whatsoever and/ or shall not directly or indirectly do anything and/ or shall not ask for an injunction, and/ or prohibitory order and/ or calling the Municipal or any other authorities to issue stop work notice, and/ or withdraw and/ or suspend or cancel any orders passed and/ or approved Plans so as to prevent the Promoter, or any of their nominees or transferees, from developing and/ or to carry out additional construction, on the said Property and/ or on adjoining properties.

viii) The Promoter has provided and/ or will provide certain amenities plot /area/facilities to the Municipal Corporation as per the terms of the Plans approved by the Municipal Corporation. The Purchaser/s or their nominee or assignee or either the Common Organisation / the Composite Organisation and /or the apex body (as the case may be) hereby specifically and unconditionally agrees and undertakes that all the TDR/ FSI and any other benefits/ advantages present or future arising out of the said amenities plot/area/ facilities shall solely and exclusively belong to the Promoter alone and Purchaser/s or their nominees or assignee hereby

waive all such claim etc. Additionally, all the benefits, areas under the podium shall solely and exclusively belong to the Promoter and Purchaser/s and/ or the Common Organisation /Composite Organization shall not raise any claim or objection on the same.

- ix) The Promoter has further informed to the Purchaser/s that in addition to the above any additional benefits arising out of the said amenities plot by any reason whatsoever nature, the Promoter will exclusively be entitled to make or use such claim or benefits/ advantages of the said amenities plot and the Purchaser/s or their nominee or assignee or the Composite Organization will not have any claim, objection or protest of any nature at any time in future hereafter.
- x) In the event of a portion of the said Property being notified for setback prior to the transfer of the said Property to the Composite Organization and/or the Rehabilitation Organization (as the case may be), the Purchaser/s hereby specifically and unconditionally agree and undertakes that the Promoter alone shall be entitled to the TDR/ FSI and any other benefits/ advantages present or future arising out of the said setback area shall solely and exclusively belong to the Promoter alone and Purchaser/s or their nominees or assignee hereby waive all such claim etc.
- xi) It is clearly agreed and accepted by the Purchaser/s that neither the Purchaser/s nor any of their assignee or nominee will have any claim, right, title or interest on any parts of the said Property, said Buildings, open space, car parking, amenities plot save and except the said Flat which is agreed to be sold under this Agreement.
- xii) The Promoter has further informed to the Purchaser/s that the Promoter will be developing the adjoining plots/ portions and Purchaser/s

undertake, declare and confirm that at no point of time they or anybody on their behalf should raise any objections/ protest, claim of whatsoever nature on account of noise pollution, vibration, disturbance and like similar nature for construction and use of the aforesaid areas by the Promoter.

xiii) It is further agreed that car parking allotment letter will be issued to the Purchaser/s at the time of handing over the possession of the said Flat indicating the location and car parking number/s.

xiv) The terrace on top of the building shall not be a part of the common area/amenities available to the Purchaser/s or to any flat Purchaser in the project.

65. Various terms and conditions of this Agreement shall always be read subject to the terms and conditions, mentioned in the aforesaid paragraphs.

66. The possession of the said Flat shall be delivered to the Purchaser/s after the said Flat is ready for use and occupation provided all the amounts due and payable by the Purchaser/s under this Agreement and the stamp duty and registration charges in respect of the said Flat are duly paid by the Purchaser/s. Subject to force majeure, the Promoters shall give possession of the flat to the Flat Purchaser/s on or before 31st December, 2021. If the Promoters fail or neglect to give possession of the Flat to the Purchaser/s on account of reasons setout hereunder then in that event the Purchaser/s may at his/her/their sole discretion as per the provisions of the Acts and the rules and regulations framed thereunder may call upon the Promoters to refund to the Purchaser/s the amounts already received by them in respect of the Flat.

67. However, the Promoter shall be entitled to further extension of time for completion of the said Flat as stated in clause no. 66 above, if the completion of said Buildings is delayed on account of war, flood, draught, fire, cyclone,

earthquake, or any other calamity caused by nature affecting the regular development of the project; any specific stay or injunction order, notice, order, rule, notification of the Government, B.M.C/MCGM and/or other public or other Competent Authority or Court, Tribunal or Collector or any quasi-judicial body or authority or due to such mitigating circumstances as may be decided by the Authority.

68. The Parties herein agree and consent that the term mitigating circumstances in the aforesaid clause no.67 shall include but not be limited to the non-availability of steel, cement, other building material, water or electric supply; any change in law, notifications and/or regulations levying any onerous condition on the Promoter; and /or Economic downturn or Labour strikes, or if non delivery of possession is as a result of any notice, order, rule, regulation, direction or notification of the Government and/ or any other public or Competent authority or statutory authority or Court of Law, Tribunal or High Power Committee or on account of delay in issuance of NOC's Licenses, Occupation Certificate etc or non-availability of essential amenities, services and facilities such as lifts, electricity and water connections or sewage or drainage lines or for any other reason technical or otherwise or for any reason beyond control of the Promoter including precarious financial condition of the Promoter and/or economic downswing in real estate or any other industry. The Purchaser/s agree/s to ignore reasonable delay in getting possession due to any of the abovementioned reasons and/or for any reason beyond the control of the Promoter, as per the provisions of section 8 of the MOFA or section 19 of the RERA and further agree that in the event of any delay due to such mitigating circumstances, such delay shall not be construed as a breach on the part of the Promoter and the Purchaser/s shall not be entitled to terminate the Agreement and/or ask for the refund of the amount paid by the Purchaser/s to the Promoter.

69. The Purchaser/s agree that the refund of the payment and the interest/ damages mentioned under this Agreement constitutes the Purchaser's sole remedy in such circumstances and the Purchaser/s foregoes any and all his/ her/ their rights to claim against the Promoter for any specific performance and/ or any losses, damages, costs, expenses or liability whatsoever.
70. The Flat Purchaser/s shall take possession of the Flat within 15 days of the Promoters giving written notice to the Flat Purchaser/s intimating that the Flat is ready for use and occupation. Notwithstanding the aforesaid, it shall be deemed that the Purchaser/s has taken possession from the expiry of the 7th day of the said written notice and this date shall be deemed to be the "Date of Possession" and all the obligations of the Purchaser/s related to the Flat shall be deemed to be effective from the date of such Date of Possession. The Purchaser/s shall be liable to pay maintenance, outgoings and other charges, taxes from the date of Date of Possession irrespective as to whether Purchaser/s takes possession of the Flat or not. In case of nonpayment, Promoter shall be entitled to exercise various rights, available under this Agreement. The Purchaser/s shall alone be responsible/ liable in respect of any loss or damage that may be caused to the Flat from the expiry of 7 days from the notice of possession
71. PROVIDED THAT if within a period of Five years from the date of handing over the Flat to the Flat Purchaser/s brings to the Promoters any structural defect in the Flat or the building in which the are situated or the material used therein by a written notice , then, wherever possible be rectified by the Promoters at their own cost and in case it is not possible to rectify such defects or unauthorised changes, then the Flat Purchaser/s shall be entitled to receive from the Promoters reasonable compensation for such defect or change PROVIDED HOWEVER The Promoters herein shall be relieved of the afore stated obligation in the event of any unauthorised work undertaken by any of the flat purchasers and or for any act of commission or omission by any of the Flat Purchasers

72. The Flat Purchaser/s shall use the flat or any part thereof or permit the same to be used only for purpose of residence only. The Purchaser/s hereby accords his/ her/ their irrevocable and unconditional consent to the Promoter to sell/ allocate the other covered / uncovered car parking spaces to the purchasers of the respective residential flats in the said Composite Building. The Purchaser/s hereby confirms warrants and undertakes to use the car parking spaces allotted to him/ her/ them for the purpose of the parking of car only and not otherwise. The Purchaser/s hereby further warrants and confirms that the Purchaser/s shall upon formation of the Composite Organization/ Common Organisation (as the case may be) and/or apex body, as contemplated herein, cause such Composite Organization/ Common Organisation (as the case may be) and/or apex body to confirm and ratify and shall not and/ or shall cause the Composite Organization/ Common Organisation (as the case may be) and/or apex body not to alter or change the allocation of car parking spaces in the manner allocated by the Promoter to the various purchasers (including the Purchaser/s herein) of the residential flats in the Composite Building. The allocation is for smooth functioning and to avoid disputes between Purchaser/s.

73. Flat Purchaser/s doth hereby confirm an absolute right and authority of the Promoters to grant concession and permission to the other tenants / occupant and flat purchaser/s to use car parking on the 1st to 5th parking floor in the same manner and fashion is granted to the Flat Purchaser/s herein and the Flat Purchaser/s shall not challenge the said right of the Promoters at any given point of time and/or the concession and permission granted to the other tenant / occupant and flat purchaser/s.

74. It is further agreed between the parties hereto that the Promoters shall be entitled to lease out such portion of the wall for displaying hoarding Boards for the rent and for such period as the Promoters may deem fit and proper and appropriate the profit thereof thereof without being liable to render the account to anybody in

that behalf. It is further agreed by and between the parties hereto that the Promoters shall retain the rights of leasing the walls for displaying the hoarding boards in their favour and/or in favour of their nominee.

75. The Promoters shall within three months of obtaining the Occupation Certificate for the Composite Building and handing over the possession of all the flats to all the purchasers and tenants / occupants as aforesaid and receipt of the entire consideration for all the Flat Purchaser/s cause to be transferred to-

- i. in the event a single organisation is formed, then to the Common Organisation; and
- ii. In the event a two separate organisations being formed, then to the Composite Organisation and the Rehabilitation Organisation,

all the right title and interest of the Promoters in the Buildings and all or part of the said Property with or without amalgamating the same with other adjacent property/properties together with building/s by executing Conveyance), in the manner deemed fit by the Promoter and such Conveyance shall be in keeping with the terms and provisions of this Agreement

76. PROVIDED HOWEVER that, in the event, the Promoter is conveying Property along with the Buildings standing thereon to the Composite Organisation and the Rehabilitation Organisation, he shall be entitled to either convey the said Property and the Buildings standing thereon through a single deed of conveyance or by sub-dividing the said Property in the manner deemed fit by the Promoter and subsequently conveying the Re-hab Building and the Composite Building along with the sub-divided Property to the Composite Organisation and the Rehabilitation Organisation respectively.

77. The deed of conveyance/s to be executed in respect of the said Property or a part thereof and the Buildings standing thereon in favour of the Common

Organisation/ said Organisations (as the case may be) or Declaration to be submitted under the MAO Act/ MOFA and RERA other documents in favour of the Common Organisation/ said Organisations shall inter alia contain the following:

- a) such provisions and covenants as may be necessary for giving effect to the restrictions mentioned herein as well as the restrictions which may be imposed by the Promoters for safeguarding its overall interest in the said Property and the Buildings
- b) Such provisions and covenants as may be necessary for giving effect to Clause no.22 mentioned herein regarding the Promoter's right over the development/construction with respect to any additional FSI and/or TDR that becomes available on the said Property after conveyance of the said Property by the Promoter in favor of the Common Organisation/ said Organisations
- c) a covenant by the Purchaser/s to indemnify and keep indemnified the Promoters against all actions, costs, proceedings, claims and demands in respect of the due observance and performance of the stipulations and restrictions contained herein and therein.
- d) The right of the Promoters to full and complete access of the said Property for the construction of the additional structures as mentioned herein and to sell or otherwise transfer the same and appropriate the entire sale proceeds thereof and the obligation of the Common Organisation/said Organisations to admit such purchaser of the flat comprised therein as its member without charging any additional amount.
- e) The Promoters shall be entitled to construct site offices/ sales lounge in the said Property and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the said Property or any portion thereof is conveyed/ assigned to the Purchasers and shall continue until the entire said Property is developed;

- f) Even after conveyance of the said Property the Promoter shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot to person to purchase any apartment or building or plot which is still not sold or allotted and shall be allowed to do so without any restriction or entry of the building and development of common areas;
- g) The Promoter shall be permitted access and entry to the buildings and the common areas on the said Property so as to discharge the obligations of the Promoter under Section 14(3) of RERA

78. The Advocates for the Promoter shall prepare and/or approve, as the case may be, deed of conveyance in favour of the Composite Organisation and/or the Rehabilitation Organisation or the Declaration to be submitted under the MAO Act, the deeds of apartments or any and all other documents to be executed. All costs, charges, expenses including stamp duty, registration charges and expenses in connection with the preparation and execution of the deed of conveyance/ declaration and other documents and formation and registration of the Composite Organisation and/or the Rehabilitation Organisation shall be borne and paid by all the purchaser/s of the various flat in the Composite Building/Re-hab Building and/ or Composite Organisation and/or the Rehabilitation Organisation on its formation. Such amount shall be kept deposited by the Purchaser/s with the Promoter at the time of taking the possession of the said Flat and shall, until utilization, remain with the Promoter.

79. Commencing a week after notice in writing is given by the Promoters to the Flat Purchaser/s that the Flat is ready for use and occupation, the Flat Purchaser/s /Tenants / Occupants shall be liable to bear and pay the proportionate share i.e. in proportion to the floor area of the Flat of outgoings in respect of the said Property with or without amalgamating the same with other adjacent property/properties and buildings/ namely local taxes, betterment charges or such levies by the concern local authority and/or Government water charges, insurance, common

lights, repairs and salaries of clerks, bill collectors, security guards, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land with or without amalgamating the same with other adjacent property/properties and building/s. Until the Composite Organisation and/or the Rehabilitation Organisation is formed and the said Property and building/s standing thereon transferred to them in the manner deemed fit by the Promoter, the Flat Purchaser/s shall pay to the Promoters such proportionate share of outgoings as may be determined. The Flat Purchaser/s further agrees that till the Flat Purchaser/s share is so determined the Flat Purchaser/s shall pay to the Promoters Provisional / ad-hoc monthly contribution of Rs. ____/- per month towards the outgoings. The amounts so paid by the Flat Purchaser/s to the Promoters shall not carry any interest and remain with the Promoters until a conveyance is executed in favour of the Composite Organisation and/or the Rehabilitation Organisation as aforesaid, subject to the provisions the said Acts, on such Conveyance being executed, the aforesaid deposits (less deductions provided for this agreement) shall be paid over by the promoters to the Organisations. The Flat Purchaser/s undertakes to pay such provisional / Ad-hoc monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. Agreed and recorded that the Flat Purchaser/s undertake to pay such additional further monthly contribution on the basis of actual outgoings and expenses which may be incurred by the Promoters.

80. The Flat Purchaser/s shall on or before delivery of possession of the Flat keep deposited with the Promoters the following amounts :

(i) Rs. 55,000/- for legal charges.

(ii) Rs. 50,000/- toward deposit for electric meter/water meter and misc. expenditure in that behalf.

(iii) An amount calculated @ ____ INR 13 per sq. ft. carpet area of the Flat for 12 months Advance society maintenance charges

(iv) Rs. _____/- infrastructure and development charges

81. The Promoters shall utilise the amounts paid by the Flat Purchaser/s under clause above for meeting all legal costs, charges and expenses, including professional costs of the Attorney and at-law/Advocates of the Promoters in connection with formation of the Composite Organisation, preparing its rules, regulation and bye-laws and the cost of preparing and engrossing this agreement and the conveyance and without being liable to render the account for the same to the Flat Purchaser/s and/or to the Composite Organisation.

82. The Flat Purchaser/s for himself/herself/themselves with intention to bring all persons into the Flat doth hereby covenant with the Promoters as follows :-

- (a) To maintain at the Flat Purchaser's own cost and good tenantable repair and condition from the date of possession of the Flat is taken and shall not do or suffered to be done anything in or to the Composite Building in which are the Flat is situated, staircase or any passage which may be against the rules, regulations or bye-laws or concerned local of any other authority or change/alter or make addition in or to the Composite Building in which the Flat itself or any part thereof.
- (b) Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the constructions or structure of Composite Building in which the Flat is situated or storing of goods which are objected to by the concerned local or other competent authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is

situated or the Flat on account of negligence or default of the purchaser, the Purchaser shall be liable for the consequences of the Breach.

- (c) To carry at his/her own cost all internal repairs to the Flat and maintain the Flat in the same conditions, state and order in which it was delivered by the Promoters to the Flat Purchaser/s and shall not do or suffering to be done anything in or to the building in which the Flat is situated or the Flat which may be given the rules and regulations and bye-laws of the concerned local authority or other public authority, and in the event of the Flat Purchaser/s committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences, thereof to be concerned local authority and or other public authority.
- (d) Not to demolish or cause to be demolished the Flat or any part thereof, nor any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which it is situated and shall keep, the portion, sewers, drains pipes in the Flat and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs or RCC, pardis or other structural members in the Flat without the prior written permission of the promoters and/or the society.
- (e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property and building in which the Flat is situated or any part thereof whereby any increase premium shall become payable in respect of the insurance.
- (f) Not to throw dirt, rubbish, garbage or other refuse or permit the same to be thrown from the Window/Balcony in the compound or any portion of the said Property and the building in which the Flat is situated.

- (g) The Purchaser/s shall not carry out any structural changes/ modification inside of the Flat and also shall not decorate change or modify the exterior of the Flat or any part thereof.
- (h) Pay to the Promoters within Seven days of demand by the Promoters, their share of security deposit demanded by concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat is situated.
- (i) To bear and pay increase in local taxes, water charges, insurance and such other levys, if any which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the by Flat Purchaser/s viz user for any purposes other than for residential purpose.
- (j) The Flat Purchaser/s shall not let, sublet, transfer, assign or part with Flat Purchaser's interest or benefit factor of this agreement or part with the possession of the Flat until all the dues payable by the Flat Purchaser/s to the Promoters under this Agreement are fully paid up and only if the Flat Purchaser/s had not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Flat Purchaser/s has intimated in writing to the Promoters. The Promoter will always be entitled to and are hereby authorized to charge administrative charges, legal charges and other costs, charges and expenses pertaining to such transfer at such rates and on such other terms and conditions as the Promoter may stipulate. The Purchaser/s does/do hereby agree and undertake not to oppose or object to the stipulations of such charges and/or such other terms and conditions as may be stipulated by the Promoter and will forthwith pay and abide by the same
- (k) Till the management of the Composite Building is handed over to the Common Organisation/ Composite Organisation /the apex body, to allow the Promoter, its surveyors and agents at all reasonable time to enter into

or upon the Flat to view and examine the state and condition thereof and to carry out repairs

- (l) Not to change the external colour scheme or the pattern of the colour of the Composite Building;
- (m) Not to change exterior elevation or the outlay of the building/s;
- (n) The Flat Purchaser/s shall observe and perform all the rules and regulations which the Common Organisation/ Composite Organisations may adopt, at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Composite Building and the flats therein and for the observance and performance of the buildings Rules, regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Flat Purchaser/s shall also observe and perform all the stipulation and conditions laid down by the Common Organisation/ Composite Organisation regarding the occupation and use of the premises in the Composite Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this agreement.
- (o) The Flat Purchaser/s shall maintain the front elevation and the said rear elevation of the Flat, in the same form as the Promoters construct and shall not at any time alter the said elevation in any manner whatsoever without the prior consent in writing from the Promoters.
- (p) Till a Conveyance of the building in which the Flat is situated is executed the Flat Purchaser/s shall permit the Promoters and their surveyors and agents, with or without workmen and others at all reasonable times, to enter into and upon the said Property and buildings or any part thereof to view and examine the state and condition thereof.
- (q) These covenants shall be binding and operative even after the formation of the Common Organisation/Composite Organisation and/or apex body

83. The Purchaser/s hereby agrees that in the event of any amount by way of premium or security or any charges is payable to the Municipal Corporation or State Government or to the Utility Companies, or betterment charges or development charges, tax or security deposit or charges for the purpose of giving water connection, drainage, connection and electricity connection or any other tax or payment of similar nature becoming payable by the Promoter, the same shall be paid by the Purchaser/s to the Promoter in proportion to the area of the Flat and in determining such amount the discretion of the Promoter shall be conclusive and binding upon the Purchaser/s. It is agreed that the betterment charges referred to hereinabove shall mean and include pro-rate charges which the Purchasers may be called upon to pay the Promoter in respect of installation of water line, water mains, sewerage lines, electric cables, electric sub-station (if any) making and maintaining of internal road, and access to the said Property drainages, layouts, etc. till handover of the said Property to the Common Organisation/Composite Organisation and this amount shall be in addition to any other amount mentioned under this Agreement.
84. Before taking possession of the Flat, the Purchaser/s will inspect the Flat and will fully and completely satisfy himself/ herself/ themselves with the Flat in respect of the area, item of work or quality of work or the materials used for construction of the Composite Building and the amenities provided, and after taking possession, the Purchaser/s will not raise any claims about the area, amenities provided by the Promoter /s with respect to the Flat/
85. It is also understood and agreed by and between the parties hereto the terrace space in front of or adjacent to the terrace in the said Composite Building, if any shall belong exclusively to the respective flat purchaser/s of the terrace and such terrace space are intended for the exclusive use of the respective terrace flat purchaser/s. The said terrace shall not be enclosed by the flat purchaser/s till the permission in writing is obtained from the concerned local authority and the

Promoters or the Common Organisation/Composite Organisation or as the case may be.

86. The Promoters shall maintain a separate account in respect of sums received by the promoters from the Flat Purchaser/s as advance or deposit, sums received on account of the share capital for promotion of the co-operative society towards the outgoings, legal charges and shall utilise the amounts only for the purposes for which they have been received.

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

88. The Flat Purchaser/s and or the Promoters shall present this Agreement as well as the conveyance at the proper Registration Office of registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.

89. All notices to be served on the Flat Purchaser/s as contemplated by this agreement shall be deemed to have been duly served if sent to the Flat Purchaser/s, by registered Post A.D. under Certificate of Posting or Email at his/her address specified below :

Each party shall inform the other party in writing of any changes in his/its contact details. Notices shall be deemed to have been properly given, if sent through any one of the modes viz. registered letter, courier service, personal delivery e-mail or facsimile date of service of a notice delivered personally, by courier service or registered letter shall be the actual date of such delivery. Date of service for

facsimile notice shall be the business day after sending of such facsimile and the date of service of email Notice shall be deemed to be the date on which the email has been sent by the concerned Party. The Parties hereby agree and undertakes to send/ receive any Notice to/ from the other Party by email to the email addresses specified in this Agreement.

90. The Purchaser/s hereby grants to the Promoter the unequivocal and irrevocable consent to recover/ set off/ adjust the amounts payable by the Purchaser/s to the Promoter including the Sale Consideration, the said charges, interest and/ or liquidated damages from the amounts if any, payable by the Promoter to the Purchaser/s. The Purchaser/s agrees and undertakes not to raise any objection or make any claims with regard to such adjustment/ set off and the claims, if any, of the Purchaser/s, in that regard, shall be deemed to have been waived.

91. The Purchaser/s hereby indemnify and keep indemnified the Promoter and hold the Promoter harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including its professional and legal fees in relation thereto) of whatsoever nature incurred or suffered by the Promoter directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Promoter under this Agreement; (b) any breach and/or default by the Purchaser/s in the performance of any and/ or all of his/its obligations under this agreement; (c) any injury to any property(ies) or persons(s); or death of person(s); or damages to any property(ies) howsoever arising related to the use and/ or occupation of the Flat and directly or indirectly as a result of the negligence, act and/ or omission of the Purchaser/s or his / her/ its agents, servants, tenants, guests, invitees and/ or any person or entity under his/its control; and (d) Purchaser's non-compliance with any of the restrictions regarding the use and/or occupation of the Flat.

92. In the case of any dispute or differences or claims arising out of, or in connection with, or relating to this Agreement, or in the interpretation of any provisions of this Agreement, or the breach, termination or invalidity hereof and the respective rights and obligations of the parties (each, a “**Dispute**”), the Parties shall attempt to first resolve such Dispute or claim through mutual discussions and amicable settlement.
93. If such Dispute is not resolved through such mutual discussions within 30 (Thirty) days after any Party has served a written notice on the other Party requesting the commencement of discussions, any Party may refer such Dispute to arbitration. The arbitration proceedings shall be under the Arbitration and Conciliation Act, 1996 and any statutory amendments/ modification thereto by a sole arbitrator who shall be mutually appointed by the Parties or if unable to be mutually appointed, then to be appointed by the Court. The Arbitrator will be guided by the provisions of the RERA Act and the Rules and Regulations framed thereunder. The decision of the Arbitrator shall be final and binding on the parties.
94. The venue of Arbitration shall be at Mumbai and only for the reason of interim relief the courts at Mumbai shall have the jurisdiction.
95. The Parties acknowledge and agree that both parties have intentionally agreed and chosen this mode of dispute resolution in order to obtain an amicable and speedier resolution of any dispute that may arise between themselves.
96. This Agreement shall always be subject to the provisions of the said Acts and the Rules and Regulations made thereunder from time to time.

97. GENERAL PROVISIONS

- a. This Agreement and all annexures as incorporated into this Agreement by reference, constitute the entire agreement between the parties hereto and there are no other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Promoter, any agent, employee or representative of the Promoter or any

other person including, without limitation, arising out of any marketing material including sales brochures, models, photographs, videos, illustrations, provided to the Purchaser/s or made available for the Purchaser's viewing. This Agreement shall form the only binding agreement between the parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any previous writings, agreements, deeds, documents, including sales brochures, marketing materials, models, photographs, videos, illustrations concerning the Flat between the parties hereto.

- b. The invalidity of any term, conditions or stipulation of this Agreement shall not affect the validity of the remaining terms, conditions or stipulations of this Agreement or the validity of the Agreement itself.
- c. No failure to exercise or delay in exercising or enforcing any right or remedy under this Agreement shall constitute a waiver thereof and no single or partial exercise or enforcement of any right or remedy under this Agreement shall preclude or restrict the further exercise or enforcement of any such right or remedy.
- d. If there is more than one Purchaser named in this Agreement, all obligations hereunder of such Purchasers shall be joint and several. All communications shall be sent by the Promoter to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the purchasers.
- e. Notwithstanding anything contained under this agreement, the Purchaser/s has/ have expressly agreed, accepted and confirmed to pay/ reimburse to the Promoter immediately as and when demanded by the Promoter and/ or to the appropriate authorities all the present/ future/ revised/ new Property/

Municipal Tax, GST, Service tax, Education Cess, Vat tax, W.C.T. tax, and/ or any other levies, taxes, cess, surcharge dues, duties, fine, penalty, interest, etc which may be under any name or terminology payable and/ or may become payable due to change/ amendment in the existing laws, rules or due to implementation/ enactment of any new laws/ rules by the local bodies, State Government, Central Government or by any competent authorities. In determining such amount, the decision of the Promoter shall be conclusive and binding upon the Purchaser. The Purchaser/s shall pay such amount in addition to any amount mentioned under this agreement or otherwise. On the Purchaser/s committing default in paying any of the amounts as aforesaid, the Promoter shall be entitled at its own option to terminate this Agreement. Provided, always that the power of termination herein before contained shall not be exercised by the Promoter, unless and until the Promoter shall have given to the Purchaser/s 15 days prior notice in writing of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which, it is intended to terminate this Agreement and default shall have been made by the Purchaser/s in remedying such breaches within 7 days after giving such notice.

98. The Purchaser hereby declares that he has perused this Agreement entirely and all the documents related to the said Property and the Flat and has expressly understood the contents, terms and conditions of the same and the Purchaser after being fully satisfied has entered and accepted this Agreement.

IN WITNESS WHEREOF the Parties herein have hereunder set and subscribe their respective hands at Mumbai on the day and year hereinabove written.

SIGNED & DELIVERED by the _____) **for Goodwill Properties Pvt.Ltd.**
withinnamed **PROMOTERS** _____)

GOODWILL PROPERTIES PRIVATE LIMITED)

in the presence of _____)

Director

1)

2)

SIGNED & DELIVERED by the _____)
withinnamed **FLAT PURCHASER/S** _____)

MR./MRS./MS._____)

in the presence of _____)

1)

2)

RECEIPT

ANNEXURE “A”

(Description of the said Property)

ALL THAT piece or parcel of pension and tax (now abolished) land or ground with the messuage, tenements or dwelling house standing thereon situate, lying and being at Prabhadevi (known as Old Prabhadevi Road, known as Todankar Wadi) in the City and Island and Registration Sub-District of Bombay containing by admeasurements 1921.12 sq. yds, 1614.39 sq. mtrs. Or thereabouts and registered in the Books of Collectors of Land Revenue Collectors Current Rent Roll No. 338, Old Survey No. 34 in Old and Cadastral Survey No. 34 (part) of Mahim Division and assessed by the Assessor and Collector of Municipal Rates and taxes under “G” South Ward No. 2583(4), 2583(3), 2581, 2580, 2583(1) the present Final Plot No. 1262-B of Mahim Division and bounded as follows :

On or towards the North West	:	by F. P. No. 1282
On or towards the North East	:	by F. P. No. 1261 by the property of Portuguese Church
On or towards the South West	:	by F. P. No. 1262-A
On or towards the South East	:	40’ side road

Annexure B

(The said property delineated with red color boundary line on the plans and as per clause 13)

Annexure C

(Intimation of Disapproval)

Annexure D

(Commencement Certificate_)

Annexure D-1

(RERA Certificate)

Annexure E

(Title Report_)

Annexure F

(Property Card showing the nature of the said Property)

Annexure G

(Description of the Flat and shown by red colour outline on the plan)

Annexure H

(Payment Schedule)

The total aggregate consideration amount for the Flat including parking spaces is Rs._____-/- The Purchaser has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) and hereby agrees to pay to Promoter the balance amount of Rs(Rupees) in the following manner :-

- i. Amount of Rs...../- (.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of this Agreement
- ii. . Amount of Rs...../- (.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the Composite Building.
- iii. Amount of Rs...../- (.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the Composite Building.
- iv. Amount of Rs...../- (.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the Flat.
- v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the Flat.
- vi. Amount of Rs...../- (.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the Composite Building.
- vii. Amount of Rs...../- (.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings,

electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the Composite Building.

- viii.** Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the Flat to the Purchaser on or after receipt of occupancy certificate or completion certificate.

Annexure I

(Fittings and amenities to be provided)

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DATED THIS DAY OF 2017

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GOODWILL PROPERTIES PRIVATE LIMITED

... PROMOTERS

AND

MR./MRS. _____

... FLAT PURCHASER/S

AGREEMENT FOR SALE

