

AGREEMENT FOR SALE

THIS **AGREEMENT FOR SALE** is made and entered into at Mumbai, on this ____ day of _____ in the Christian year Two Thousand _____.

BETWEEN

M/S. ARB DEVELOPERS, a registered partnership firm under the Indian Partnership Act, 1932, having its office at Office No. 4, 1st Floor, EBY Castle Bldg, Building No. 64, Mohammed Ali Road, Mumbai:- 400003,, hereinafter called by its authorized Partner Mr. ABDUL RAHIM V. BILAKHYA and MR. IRFAN ABDUL RAHIM BILAKHYA 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 the partners or partner for the time being of the said firm, the survivors of survivor of them and the heirs, executors, administrators and assigns of last such surviving partner) of the **ONE PART**;

PROMOTERS

ALLOTTEE/S

AND

MR./MRS./MESSERS. _____

having his/her/their address at _____

hereinafter called "**THE ALLOTTEE/S**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in the case of individuals his/her/their heirs and legal representatives and in case of partnership firms the partners or partner for the time being of the said firm, the survivors of survivor of them and the heirs, executors, administrators and assigns of last such surviving partner and in the case of a corporate body, its successors and permitted assigns) of the **OTHER PART**:

WHEREAS:

- a) One Vastu Shilpa Complex Designers Pvt. Ltd., (hereinafter referred to as "the Owners") are entitled to all that piece or parcel of land, bearing City Survey No. 31E/2 corresponding to Old CTS Nos. 60 (Part) of Village Bandivali, Taluka Andheri, admeasuring about 23874.40 sq.mtrs. or thereabouts more particularly described in the First Schedule hereunder written and shown surrounded by red coloured boundary line on the plan thereof hereto annexed as **Annexure-"A"**, (hereinafter referred to as "**the said Entire Property**"). The said Entire Property alongwith other properties of the owners has been acquired by the Owners under Deed of Conveyance Dated 13th March, 2006 duly registered with the Sub-Registrar of Assurances, Bandra Under No. 02073-2006 on 13th March, 2006 and Index II has been issued in respect of the said Conveyance.

- b) By an Order Dated 27th November, 1989 bearing No.CAJLC/D.III/22/4088, the Competent Authority under the provisions of Urban Land (Ceiling & Regulation) Act, 1976 had granted redevelopment permission interalia of the said Entire Property to the erstwhile Owners.
- c) The said Entire Property has been declared as a slum as per the Notification published in the Maharashtra Government Gazette Dated 14th October, 1977, bearing No. DC/ENC/ADH/33. A portion of the said Entire property also forms part of Municipal Retail Market (MRM) reservation.
- d) By an Order Dated 26th March, 1992, bearing No.DCA/ENC/SR-87/92, the Dy. Collector (ENC) and Competent Authority, Andheri granted permission for redevelopment of the said Entire property alongwith certain other properties on the terms and conditions contained therein.
- e) Since the Owners were desirous of developing the said property alongwith other properties of the Owners in phasewise manner, they along with other Owners of certain adjoining properties, prepared a larger layout and obtained sanction thereof (hereinafter referred to as "**the said Layout**"). The properties comprising the said Layout are being developed by their respective Owners in accordance with the permission granted by Municipal Corporation of Greater Mumbai (MCGM), Slum Rehabilitation Authority (SRA) and/or other concerned authorities.
- f) The Owners have already developed certain portions of the said Entire property by constructing various buildings and have sold and are in the process of selling various premises, apartments, flats, stilts, car parking, etc. in the

buildings constructed by them, as aforesaid and have executed and will be executing various Agreements in favour of various Flat/unit purchasers thereof. The occupiers of various flats and premises have formed a separate Society of each Building/Wing constructed on the land forming part of the said Layout.

- g)** The Owners have also executed Development Agreement Dated 22nd March, 2006 registered under Sr. No. 03642-2006 with M/s. Sukoon Developers Pvt. Ltd. for development of certain portion of the said Entire property for the consideration and on the terms and conditions therein mentioned and the said M/s. Sukoon Developers Pvt. Ltd. are already constructing a Building/Wing on the said portion of the said Entire property.
- h)** The Owners herein, as aforesaid, are developing themselves and/or have granted Development rights of diverse portions of the said Entire property and are entitled to further develop the remaining undeveloped portions of the said Entire property by consuming the balance FSI or by loading the TDR component which may be available from the market and/or otherwise and/or sell the remaining balance FSI/TDR rights of the said Entire Property or the right to develop and/or load the balance FSI/TDR potential, as aforesaid to any other persons since the said Entire Property is under receivable category as provided under Development Control Regulations for Greater Mumbai.
- i)** A portion of the said Entire Property is under MRM Reservation and as per the then prevailing policy of development of MRM reservation area, development permission along with adjoining open space Dated 30th March, 2001 (revalidated upto 29th March, 2009 and was further revalidated upto date) under No.

CHE/2857/DPWS/H & K was granted by MCGM to the Owners to develop the said MRM reservation on certain terms and conditions contained therein and pursuant thereto, the Owners have entered into an Agreement Dated 24th April, 2007 with the MCGM interalia agreeing to construct and hand over to MCGM the Municipal Retail Market (MRM) Wing/Building of about 612.84 sq. mtrs. (hereinafter referred to as the said **"MRM Wing"**) as per their specifications on a portion of the said Entire Property (hereinafter referred to as the **"said MRM Wing portion"**).

- j) The Owners have also obtained sanction of the plans of building No. 3 of the said Layout, vide IOD No.CHE/7446/BP/WS/AR/AP Dated 18th September, 2002, in terms of the said development permission Dated 30th March, 2001, comprising of the said MRM Wing and two other Wings (Wing 'A' and Wing 'B') adjoining the said MRM Wing, proposed to be constructed on a portion of the said Entire Property within the MRM reservation area. The Owners have revised/amended the aforesaid plans on 16th March, 2007 and as per the latest amended approved plans, the Owners are permitted to construct the said MRM Wing of 612.84 sq. mtrs. on the said MRM Wing portion admeasuring about 685 sq. mtrs. which is shown surrounded and hatched by blue coloured line on the annexed plan, being **Annexure "B"** hereto and the said Wing 'A' and Wing 'B' consuming aggregate FSI of about 6159.70 sq. mtrs. i.e. about 66303.01 sq. ft. on an earmarked portion admeasuring about 2840 sq. mtrs. of the said Entire Property which earmarked portion is shown surrounded and hatched by Green coloured line on the said plan, being **Annexure "B"** hereto, hereinafter referred to as the said **"Earmarked Portion"**. The Owners have also obtained Commencement Certificate upto the top of the plinth of the said MRM Wing on 22nd December, 2008 as

per approved plan of building No. 3 Dated 16th March, 2007.

- k) The Municipal built up area (MBUA) / FSI of 6165 sq. mtrs. i.e. 66360.06 sq. ft., hereinafter for all purposes is meant and understood to be the FSI approved by the MCGM.
- l) By and under a Development Agreement Dated 29th December, 2012 registered with the office of the Sub-Registrar of Assurances at Mumbai under Sr. No. BDR-4/4332 of 2013 on 7th June, 2013 (hereinafter referred to as **"the said Agreement"**) entered into and executed between Vastu Shilpa Complex Designers Pvt. Ltd., referred to as the Owners therein and herein and M/s ARB DEVELOPERS being the Developers therein and the Promoters herein, the Owners have granted development rights to the Promoters to construct a building namely building No. 3 on a portion admeasuring 2840 sq. mtrs. of the Entire Property with the rights to consume 6165 Sq.mt. FSI (MUBA) (i.e. 66360.06 Sq.ft. on the earmarked portion of the land) in accordance with the scheme sanctioned by the MCGM under the Development Control Regulations (DCR), for the consideration and on the terms and conditions more particularly set out therein. The said portion admeasuring 2840 sq. mtrs., on which the building No.3 is to be constructed is hereinafter referred to as **"the said Property"** and more particularly described in the Second Schedule hereunder written.
- m) The said Owners, also granted a Power of Attorney Dated 7th June, 2013 duly registered with sub-registrar of assurances at Mumbai under Sr. No. BDR-4/4333 of 2013 on 7th June, 2013, in favour of Mr. Abdul Rahim Vali Mohammed Bilakhya and Mr. Irfan Abdul Rahim Bilakhya, Partners of the Promoters herein authorizing them to do all

such acts and deeds as mentioned therein for the development of the said Property.

- n) Thereafter, by a Deed of Addendum Dated 6th February, 2015 being a Supplemental Agreement to the said Development Agreement registered with the Sub-Registrar, Andheri-1, Mumbai Suburban District under No. **BDR-1-1262/2015** Dated 10th February, 2015 (hereinafter referred to as the said **"Deed of Addendum"**), the Owners, notwithstanding what is contained in clause 3(i) and other related clauses stated in the said Development Agreement, permitted the Promoters to consume the proportionate Fungible FSI available in respect of the said MBUA/FSI of about 6165 sq.mtrs., without utilizing any further FSI over and above the FSI/MBUA of 6165 sq. mtrs., permitted to be utilized under the said Development Agreement, on the terms and conditions therein contained, in accordance with the revised plans of the said Building No. 3 comprising the said 'A', 'B' & 'C' Wings (hereinafter referred to as **"the said Free Sale Wings"**) and the said MRM Wing, prepared by Mr. Umesh Bhatt, the Architect of the Owners, who has also been appointed as the Architect for the said Building No. 3 by the Promoters, (hereinafter referred to as **"the said Architect"**), as per the prevailing policy of MCGM and amended DCR Rules, after taking into account demand in the size of the flats and additional car parking spaces, which plans were duly signed by the Owners and annexed as Annexure "A" thereto and permitted the Promoters to sell / disposed of the flats to be constructed in the said Wings either on ownership basis or in the manner as stated therein. The said Development Agreement Dated 29th December, 2012 and the said Deed of Addendum Dated 6th February, 2015 are hereinafter referred to as the **"said Agreements"**.

- o) Pursuant to the said Deed of Addendum, the Owners have also executed an additional Power of Attorney Dated 10th February 2015 duly registered with sub-registrar of assurances at Mumbai under registration no. BDR-1/1263 of 2015 on 10th February, 2015 granting additional powers to the said Partners of the Promoters.
- p) Thereafter, a Further Deed of Addendum dated 20th March 2020 was duly adjudicated by the Mumbai Stamp Office (Mumbai suburban) under Serial No. ADJ/1100900/1076/2019 on 17th February 2020, whereby certain further terms were agreed and clarifications were made to the terms of the said Development Agreement and the said Deed of Addendum and the determined stamp duty applicable thereon in relation to the transaction as contemplated therein was entirely paid by the Developers. Thereafter, a Further Deed of Addendum cum Confirmation dated 24th September 2021, Supplemental to the Development Agreement dated 29th December 2012 and Deed of Addendum dated 6th February 2015, containing essentially similar terms as are contained in the aforesaid recited Further Deed of Addendum dated 20th March 2020 came to be executed between the Owners and the Developer and the said Further Deed of Addendum Cum Confirmation was duly registered under Serial No.BDR-18/12569/2021 on 24th September 2021, whereby the Owners and the Promoters for the consideration and on the terms and conditions therein contained, the Owners have agreed and permitted the Promoters to load/consume MRM TDR / FSI of 612.84 sq. mtrs. in the said Wings 'A', 'B' and 'C' being constructed on the said earmarked portion over and above MBUA/FSI of 6165 sq. mtrs. and the Fungible FSI permitted under the said Deed of Addendum dated 6th February 2015, which are available to the Promoters, after

the Promoters having already handed over the said MRM Wing to the MCGM on 12th April 2021, with the benefit of proportionate Fungible FSI in respect of MRM TDR/FSI of 612.84 sq. mtrs. For the sake of convenience, the said Further Deed of Addendum cum Confirmation is hereinafter referred to as **"the Principal Addendum"**.

- p) (i) The said owners have also granted a Power of Attorney Dated 24th September, 2021 duly registered on 24th September, 2021 under No. BDR-18/12571/2021 in favor of the partners of the promoters herein authorizing the promoters to avail installments facilities and for that purpose to execute required undertaking, declaration, guarantee, etc. as may be required by the MCGM and to register the same.
- q) In view of the execution of the said Deed of Addendum, the Promoters became entitled to construct an additional Wing in the said Building No.3 leading to the said Building No.3 consisting of, in all, 4 wings being Wing 'A', 'B' and 'C', each comprising of floors as per approved plans (hereinafter the three Wings namely Wing 'A', 'B' and 'C', collectively referred to as **"the said Free Sale Building"**) and the MRM Wing alongwith part portion of plot around the MRM Wing to be handed over to the MCGM (hereinafter referred to as the said **"MRM Wing"**), on the portion of the said Entire Property, which portion is referred to as the said Property and is more particularly described in the Second Schedule hereunder written.
- r) Pursuant to the above, the Owners at the cost of Promoters have got the plans amended and sanctioned in respect of the Building No.3 to be constructed on the said Property in accordance with the scheme sanctioned by the MCGM under the Development Control

Regulations (DCR), on the terms and conditions more particularly set out therein.

- s) The Authority has issued Amended Plans under No. CE/7446/WS/AK Dated 15th January, 2016 in respect of the Composite Building to be constructed on said property. A copy of the said are relevant/s pages of the Amended Plans is hereto annexed and marked as **Annexure "C"**.
- t) The Authority has issued Commencement Certificate ("CC") under No. CE/7446/WS/AK on 17th February, 2016 for the Composite Building to be constructed on said property. A copy of the said CC is hereto annexed and marked as **Annexure "D"**.
- u) The authenticated copies of Title Report Dated 1st July, 2005 issued by Ms. Sarita G. Dahiwal, Advocate certifying the title of the Owners and the Title Report Dated 14th December, 2016 issued by M/s Pravin Mehta And Mithi & Co., Advocates and Solicitors, the Advocate of the Promoters, authenticated copies of Property Register Card showing the nature of the title of the Owners/the Promoters to the project land on which the Apartments are to be constructed have been annexed hereto and marked as **Annexures "E", "F" and "G"**, respectively;
- v) The Promoters have appointed and entered into a standard agreement with an Architects Mr. Umesh Bhatt, registered with the Council of Architects and such arrangement is as per the Agreement prescribed by the Council of Architects and the Promoters have appointed M/s. HANWRE Consultants as Structural Engineer for the preparation of structural design and drawings of the building and the Promoters accept the professional supervision of the Architects and the Structural Engineer till the completion of the building;

- w) The Promoters have informed the Allottee/s that the Promoters / Owners for the better development of the said Entire property and so as to avail and utilize the entire available Floor Space Index (FSI), including Fungible FSI of the entire said property, the permissible Transfer of Development Rights (TDR), including its potential as a receivable plot and/or pursuant to necessary amendments or modification in the prevailing norms of the Government, Slum Rehabilitation Authority, MCGM or any other local authority may amend, make alterations, deletions and variations in the floor plan, present layout, design, elevation, or in the scheme of development of the said property, and or relocate/realign service/s and utility connections and lines, open spaces, parking spaces, recreation areas, access and all other areas, amenities and facilities of the proposed layout, etc. from time to time.
- x) The Promoters shall develop the said property under the provisions of Regulation the said D.C. Regulation, 1991 (and Regulation No. 9 (6) (b) of D.C.P.R. 2034 or those in force) and to avail of and consume the Floor Space Index, the permissible Transfer of Development Rights (TDR) of the said property including its potential as a receivable plot and/or pursuant to necessary amendments or modification in the prevailing norms of the Government, MCGM or any other local authority, it is now presently contemplated that the development shall inter-alia comprise of one multi storied composite building with 3 wings "A", "B" and "C" for free sale (hereinafter referred to as "**Free Saleable Building**") and the MRM Wing to be handed over to the MCGM (hereinafter referred to as "**MRM Wing**") on the said Property forming part of the Entire property and the Layout together with the right in common to use the layout garden area and right of way

over the roads and other common facilities of the entire Property and/or the layout in common with the Owner or occupier of the tenements in the buildings which shall be constructed on the Entire Property by the Owners and in the Layout by the respective Owners of the adjoining Properties forming part of the Layout upon the terms and condition laid down or to be laid down by the Owners.

- y) While sanctioning the said plans, the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said Property and constructing the said building and only upon due observance and performance of which the completion and occupation certificate in respect of the said Proposed building shall be granted by the concerned local authority;
- z) The Property in question is not being affected by the provisions of repealed Urban Land Ceiling and Regulation Act, 1976;
- aa) The Owners have got the layout and the building Plans sanctioned, at present consuming the FSI available and have planned out the Development of the said Property described in the Second Schedule hereunder written in such a way that the Promoters can consume the minimum FSI of 6165 square meters, its admissible Fungible FSI, MRM TDR / FSI and its Fungible FSI and other FSI permitted and/or to be permitted by the owner including the above referred FSI, FSI of set-back area, outside TDR FSI the Fungible FSI and further area/FSI available by payment of the premium or otherwise at concessions available as per the prevailing rules and regulations and with the provisions to avail of, load and utilize the further F.S.I., TDR/ Fungible FSI & additional FSI as may be permissible by

amending the building plans from time to time. The Allottee/s has been explained the effect of TDR, Fungible FSI and FSI to be obtained by payment of premium as also the D.C. Rules and proposed building plans on the project and the Allottee/s has given his free and informed consent for the changes as may be necessary in the building and layout plans, pursuant to such TDR and FSI and D.C. Regulations without affecting the right, title and interest of the Allottee/s in his Apartment;

- bb)** The Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;
- cc)** The Promoters are in possession of the project land.
- dd)** The Wings "A", "B", and "C" of Proposed building consists of Ground plus first and second Podium level for Parking and Wing 'A' from 3RD Floor to 17TH Floor and part 18TH Floor and Wing 'B' and 'C' from 3RD Floor to 14TH Floor and part 15TH Floor and more with a provision to raise the additional floors over and above upto 22ND Floor and for the purpose to amend the Plans from time to time so as to consume the FSI/TDR/fungible FSI/Gross Plot FSI/Incentive FSI any area now available or to be available for construction under any head;
- ee)** The Promoters through the Owners have submitted the Structural Building Plans with a provision to amend the same after acquiring outside further TDR FSI, Fungible FSI, FSI available on payment of premium and all such FSI and benefits that may be attached or may be consumed on the said property in accordance with the DCR as may be amended from time to time. The Promoters propose to construct the said Building comprising of Ground Floor for Commercial users, two podium levels for parking i.e. (i) "A" Wing with road facing ground floor shops and stack/stilt

parking, 2 podium parking and 16 upper floors for residential (i.e. Ground + 17 and 18 Part Upper Floors), (ii) "B" and "C" Wings with road facing ground floor shops and stack/stilt parking, 2 podium parking and 13 part upper floors for residential (i.e. Ground + 14 and 15 Part Upper Floors) and/or more upper floors as may be permissible for Residential Purpose. If permissible, the Promoters shall also be entitled to amend the said Plans so that the Promoters may convert the ground/or the first floor or any parking level for commercial user / Semi Commercial / Office purpose / Residential user and additional floors;

- ff) The Promoters shall obtain all other balance necessary approvals and permissions from the concerned authorities for the development of the said Property from time to time so as to obtain building completion certificate/ occupation certificate of the said building;
- gg) The Promoters while constructing Building/s, on the said property, are required to comply with various terms and conditions put up by Mumbai Municipal Corporation and shall carry out the construction as per the prevailing Rules and Regulations as applicable thereto;
- hh) The Promoters have informed the Allottee/s and the Allottee/s has agreed that, in respect of the said MRM Wing of 612.84 sq. mtrs. to be constructed on the said MRM Wing portion of land admeasuring about 685 sq.mtrs. which is shown surrounded and hatched by blue coloured line on the annexed plan, being **Annexure-"B"** hereto to be handed over to the MCGM, the MCGM shall not be a member of the Co-operative Society that would be formed by the Allottee/s and/or the Ultimate Federation of the Co-operative Housing Societies of buildings nor shall the Society or the Ultimate Federation shall demand or be

entitled to demand any monies from the MCGM for maintenance or any such expenses.

- ii) The Promoters accordingly have commenced development of the said Property and construction of the said building/s in accordance with the said plans. The said project is to be known as **"ARB HEIGHTS"**.
- jj) The Allottee/s has approached the Promoters for allotment of a Premises, the Allottee/s being desirous of acquiring a unit in the Free Saleable Building forming part of **"ARB HEIGHTS"** has/have requested the Promoters to sell to him/her/them/it the Shop / Unit / Premises / Apartment bearing No. _____ admeasuring _____ sq. feet (equivalent to _____ sq. mtrs.) (RERA carpet area) (inclusive of the fungible area) (**"said Shop/Unit/Premises/Apartment"**) shown in Red colour boundary lines on the tentative floor plan annexed hereto as **Annexure "H"**, on the _____ Floor in _____ Wing and covered / open parking No. _____ on ground / podium No. _____, open / stilt / parking No. _____, Upper / Lower stack parking No. _____ in the Project known as **"ARB HEIGHTS"** for the lumpsum consideration of Rs. _____ (Rupees _____) _____) inclusive of the proportionate price of the common areas and facilities appurtenant to the premises (hereinafter the Unit, Car Parking and the Common Areas are collectively referred to as **"the Shop/Unit/Premises/Apartment"**) and more particularly described in the Third Schedule hereunder written.
- kk) The Promoters alone have the sole and exclusive right to sell/allot the flats / shops / Units / Premises / Apartments Commercial premises / parking spaces on Ground and, podium area, in the said building/s and to enter into

agreements with the Allottee/s of the premises and to receive the sale price in respect thereof;

- ii) The Allottee/s has/have prior to the execution of these presents demanded from the Promoters and the Promoters have prior to the execution of these presents given inspection to the Allottee/s of all the documents of title relating to the said Property, the IOD, C.C i.e. the plans, designs and specifications prepared by the Promoters' Architects and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of Construction, Sale, Management and Transfer) Act, 1963 and the rules made there under and under the Maharashtra Real Estate (Regulation and Development) act 2016 and rules framed thereunder as may be applicable (hereinafter referred to as "**the said Act**" and "**the said Rules**"). The Allottee/s has/have taken inspection of the said documents to his/her/their/its satisfaction and shall not raise any demand or requisitions in the future and/or to call for any further documents, pertaining to title of the said Property and an authority of the Promoters, to develop the said property;
- mm) The authenticated copies of the plans of the Layout as proposed by the Promoters and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project however subject to its amendments shall be separately provided on demand of the Allottee/s.
- nn) The Allottee/s is/are put to the notice of the deficiency in open space in the said Property and for the purpose the Allottee/s shall not hold MCGM and the Promoters liable at any time now and/or in future and the Allottee/s has/have agreed, not to raise any requisitions on title and/or to call for any further documents, pertaining to

title of the said Property and/or challenge or doubt the authority of the Promoters to develop the said property;

- oo) The Promoters have disclosed all necessary particulars as to the title and its rights in the property including encumbrances if any in the Project Land. Particulars as to the development of the project including building and Shop/Unit/Premises/Apartment alongwith specification and internal development work, external development work, the date and manner in which the payment towards the cost of the Shop/Unit/Premises/Apartment to be made and date on which the possession of the Shop/Unit /Premises/Apartment will be given are specified, while registering the said project with the Regulatory Authority appointed under the Real Estate Development Act, 2016 are available on website of the Regulatory Authority;
- pp) Accordingly, at the request of the Allottee/s the Promoters have agreed to sell/allocate and the Allottee/s has /have agreed to purchase the said Shop/Unit/Premises/ Apartment at or for the total consideration of Rs. _____ (Rupees _____ only) and on the other terms and conditions as appearing hereinafter.
- qq) Prior to the execution of these presents the Allottee/s has/have paid to the Promoters a sum of Rs. _____ (Rupees _____ only) as earnest money and the Allottee/s has/have agreed to pay to the Promoters the balance of the sale consideration in the manner appearing herein.
- rr) A tentative Floor plan is annexed hereto and marked as **Annexure "H"**. The Promoters would be entitled to the Sale Components and to deal with the same in the manner and on such terms and conditions they deem fit and proper without any restrictions;

- ss) The Allottee/s has demanded from the Promoters and the Promoters have given inspection to the Allottee/s of all the documents of title relating to the said land, approvals, the said Agreements including the Development Agreement dated 29th December, 2012, Deed of Addendum dated 6th February, 2015, and proposed Further Deed of Addendum and the plans, designs and specifications prepared by the Promoter's Architect and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of Construction, Sale, Management and Transfer) Act, 1963, (hereinafter referred to as "**the said Act**") and the rules made thereunder and the Allottee/s to his satisfaction has inspected all the documents and has understood and agreed to all the clauses of the hereinbefore recited Development Agreement, Deed of Addendum and proposed Further Deed of Addendum;
- tt) The Promoters have registered the Project "ARB HEIGHTS" as a Real Estate Project as defined with the Real Estate Regulatory Authority at Mumbai bearing Registration No. P51900006633. The authenticated copy of the RERA Certificate for the project is annexed hereto and marked as **Annexure "I"**.
- uu) The Allottee/s after perusing and verifying the facts and particulars on the website of the Regulatory Authority in respect of the project has/ have approached the Promoters for allotment of Shop/Unit/Premises/Apartment No._____, on the ____ Floor, ____ Wing, situated in the "**ARB HEIGHTS**" Building under construction in the said Project;
- vv) The Allottee/s have/has requested the Promoters for allotment of a Shop/Unit/Premises/Apartment No. _____ on the ____ Floor admeasuring _____ Sq. Mtrs (RERA

Carpet Area) with or without parking in _____ Wing in the said building under construction and known as **"ARB HEIGHTS"** shown in red color wash on the sketch floor plan annexed hereto and marked **ANNEXURE "H"** and more particularly described in the Third Schedule hereunder written (hereinafter referred to as **"the said Shop / Unit / Premises / Apartment"**), for the consideration of Rs. _____ (Rupees _____ only);

ww) The Promoters have agreed to sell to the Allottee/s the Shop / Unit / Premises / Apartment bearing Shop / Unit/ Premises /Apartment No. _____ on the _____ Floor, admeasuring _____ Sq. Mtrs. RERA Carpet area comprising of One/Two Bedrooms, Hall and Kitchen in _____ wing of the proposed building under construction and known as **"ARB HEIGHTS"** on the property more particularly described in the First Schedule hereunder written for the consideration of Rs. _____ (Rupees _____ only) (hereinafter referred to as **"the said Shop/Unit/Premises /Apartment"** alongwith _____ car parking bearing No. _____ on Ground/Stilt, 1st, 2nd Podium Floor/s stack parking Upper / Lower (hereinafter referred as **"the said Car Parking"**) at the price and on the terms and conditions hereinafter appearing and more particularly described in the Third Schedule hereunder written and shown in red color wash on the sketch floor plan annexed hereto and marked **ANNEXURE "H"**;

xx) The carpet area of the said Shop/Unit/Premises/Apartment is _____ sq. mtrs. and **"RERA carpet area"** means the net usable floor area of an Shop/Unit/Premises/Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Shop/Unit/Premises/Apartment for exclusive use of

the Allottee/s and exclusive open terrace area appurtenant to the said Shop/Unit/Premises/Apartment for exclusive use of the Allottee/s, but includes the area covered by the internal partition wall of the Shop / Unit / Premises / Apartment, excluding structural members;

- yy)** The Parties relying on the confirmation, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws and the Allottee/s, having perused all the necessary documents, deeds and writings related to title of the Promoters to the said Property and the said Building along with all other documents as specified in the said Act and under this Agreement, and after being fully informed and satisfied about the same, as also about the status, approvals, sanctions and the plans in respect of the said Building and subject to the rights of the Promoters reserved herein, is/are desirous of purchasing from the Promoters the said Shop / Unit / Premises / Apartment on the terms and conditions and the consideration specified hereinafter;
- zz)** The Promoters have disclosed all necessary particulars as to the title and its rights including encumbrances if any in the whole Project Land. Particulars as to the development of the whole project including building and Shop/Unit/Premises/Apartment alongwith specification and internal development work, external development work and date on which the possession of the Shop/Unit/Premises/Apartment will be given are specified while registering the said project with the Regulatory Authority appointed under the Real Estate Development Act, 2016 are available on website of the Regulatory Authority.

aaa) Under Section 4 of the Maharashtra Ownership of Flats (Regulation of The Promotion of Construction, Sale, Management And Transfer) Act, 1963 (hereinafter referred to as the said "**MOFA**") and under Section 13 of Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as the said "**RERA**") the Promoter is required to execute a written Agreement for Sale in respect of the said Shop/Unit/Premises/Apartment agreed to be sold to the Allottee/s and the parties are therefore, executing these presents which shall be registered under the provisions of the Registration Act, 1908.

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

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

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

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

1. All the statements made in the recitals and the documents referred to therein together with all the annexures herein shall form an integral operative part of this Agreement for Sale as if the same are in verbatim reproduced herein and shall be

binding by and between the parties hereto.

2. Wherever there is reference in this Agreement to "Conveyance/Lease of the Building", the same shall mean to be Conveyance of the Plinth area of the said Building, as may be decided by the owners.

3. The Allottee/s confirm/s that he/she/they/it has/have physically inspected the said property and the said Saleable Building under construction and that the Promoters have given complete inspection of documents recited herein including the Development Agreement Dated 29th December, 2012, Deed of Addendum Dated 6th February, 2015, and proposed Further Deed of Addendum in respect of the said property including interalia all documents of title relating to the said property, the Title Certificate, revenue records and also the approved plans as also all other documents specified under the said RERA, MOFA and the Rules framed hereunder as well as the Rules framed thereunder and the Allottee/s has/have acquainted himself/herself/ themselves/ itself therewith and is/are fully aware of the terms and conditions thereof including of the Development Agreement Dated 29th December, 2012, Deed of Addendum dated 6th February, 2015 and proposed Further Deed of Addendum and that the Allottee/s has/have entered into this agreement after inspecting/verifying the Title and all other relevant documents and have fully satisfied himself/herself/ themselves/itself about the title of the said property as aforesaid and also the right of the Promoters to develop the same and the Allottee/s undertakes not to raise any objection and/or requisition in respect of the Developer's rights to the said property and the right of the Promoters to sell the said Shop/Unit/Premises/Apartment therein and also in respect of the Promoters right to modify / amend the sanctioned plans in respect of the said Properties and the layout plans without affecting the right, title and interest of

Allottee/s in his premises.

4. The Promoters shall construct one multi storied composite building with 3 wings "A", "B" and "C" for free sale each comprising of floors as per approved plans (hereinafter referred to as "**Free Saleable Building**") and the MRM Wing to be handed over to the MCGM (hereinafter referred to as "**MRM Wing**") on the said Property described in the Second Schedule hereunder written forming part of the Entire property described in the First Schedule hereunder and the Layout together with the right in common to use the garden area and right of way over the roads and other common facilities of the entire Property and/or the layout in common with the Owner or occupier of the tenements in the buildings which shall be constructed on the Entire Property by the Owners and in the Layout by the respective Owners of the adjoining Properties forming part of the Layout, in accordance with the plans, designs, specifications approved by the Competent Authority and which have been seen and approved by the Allottee/s with only such variations and modifications as the Promoters may consider necessary or as may be required by the concerned authority/the Government to be made in them or any of them.
5. The Allottee/s hereby agrees to purchase from the Promoters and the Promoters hereby agree to sell to the Allottee/s, one **Shop / Unit / Premises / Apartment bearing No. _____, admeasuring _____ Square meters (RERA Carpet area)** (which is inclusive of the area of balconies) on _____ Floor in _____ wing as shown in the floor plan thereof hereto annexed and marked **ANNEXURE "H"**, in the **Building No. 3**, known as "**ARB HEIGHTS**" (hereinafter referred to as "**The Shop / Unit / Premises / Apartment**"), in the Project known as "**ARB HEIGHTS**" with or without car parking bearing no. _____ on ground/ 1st or 2nd podium, open / still parking no. _____, Upper / Lower stack parking no. _____ for the lumpsum consideration of

Rs. _____ (Rupees _____ Only) inclusive of the proportionate price of the common areas and facilities appurtenant to the Shop / Unit / Premises / Apartment (hereinafter the Unit, Car Parking and the Common Areas are collectively referred to as "**the Shop / Unit / Premises / Apartment**") and more particularly described in the Third Schedule hereunder written, payable as mentioned in clause 8 hereinafter. The fixtures, fittings and amenities to be provided by the Promoters in the Shop/Unit/Premises/Apartment and the said building are those that are set out in **ANNEXURE "J"** annexed hereto.

6. The carpet area of the said Shop/Unit/Premises/Apartment shall be as per the approved plans and may change as a result of physical variations due to tiling, ledges, plaster skirting, RCC column etc. The Allottee/s agrees that the carpet area of the said Shop/Unit/Premises/Apartment shall be subject to the variation being an increase and/or decrease of 2% (two per cent) on account of structural design and construction variations and in such event, the Allottee/s shall not object to the same.
7. The Allottee/s agree that the car parking spaces that may be allocated to it/them by the Promoters may be developed under independent Phase and used by it/them in accordance with the terms and conditions imposed by the said Organisation and/or the Apex/Federal Organisation from time to time. The location of the car parking space will be finalised at the time of handing over possession of the said Shop / Unit / Premises / Apartment to the Allottee/s. The Allottee/s acknowledges that the said Shop/Unit/Premises /Apartment and the car parking spaces referred above, subject to confirmation of allotment, shall be held by the Allottee/s as one composite Shop/Unit/Premises/Apartment

and the Allottee/s shall not be entitled to transfer the use and enjoyment of any one without the other.

8. The said consideration of Rs. _____ (Rupees _____ only) shall be payable by the Allottee/s in the following manner :-

- a) Rs. _____/- on booking of the Shop/Unit/Premises/ Apartment .
- b) Rs. _____/- on or before _____.
- c) Rs. _____/- on or before _____
- d) Rs. _____/- on or before completion of 1st Podium slab of _____ Wing or on or before _____, whichever is earlier.
- e) Rs. _____/- on or before completion of 2nd Podium slab of _____ Wing or on or before _____, whichever is earlier.
- f) Rs. _____/- on or before completion of 3rd slab of _____ wing or on or before _____, whichever is earlier.
- g) Rs. _____/- on or before completion of 4th slab of _____ Wing or on or before _____, whichever is earlier.
- h) Rs. _____/- on or before completion of 5th slab of _____ Wing or on or before _____ whichever is earlier.
- i) Rs. _____/- on or before completion of 6th slab of _____ Wing or on or before _____ whichever is earlier.
- j) Rs. _____/- on or before completion of 7th slab of _____ Wing or on or before _____ whichever is earlier.
- k) Rs. _____/- on or before completion of 8th slab of _____ Wing or on or before _____ whichever is earlier.

- l) Rs._____/ - on or before completion of 9th slab of ____
Wing or on or before _____ whichever is
earlier.
- m) Rs._____/ - on or before completion of 10th slab of ____
Wing or on or before _____ whichever
is earlier.
- n) Rs._____/ - on or before completion of 11th slab of ____
Wing or on or before _____ whichever
is earlier.
- o) Rs._____/ - on or before completion of 12th slab of ____
Wing or on or before _____ whichever
is earlier.
- p) Rs._____/ - on or before completion of 13th slab of ____
Wing or on or before _____ whichever
is earlier.
- q) Rs._____/ - on or before completion of 14th slab of ____
Wing or on or before _____ whichever
is earlier.
- r) Rs._____/ - on or before completion of 15th slab of ____
Wing or on or before _____ whichever
is earlier.
- s) Rs._____/ - on or before completion of 16th slab of ____
Wing or on or before _____ whichever
is earlier.
- t) Rs._____/ - on or before completion of 17th slab of ____
Wing or on or before _____ whichever
is earlier.
- u) Rs._____/ - on or before completion of 18th slab of ____
Wing or on or before _____ whichever
is earlier.
- v) Rs._____/ - on or before completion of brick work/or on
or before_____, whichever is earlier.

- w) Rs._____/ - on or before completion of plaster (Internal and External) or on or before_____, whichever is earlier.
- x) Rs._____/ - on or before completion of flooring and plumbing or on or before_____, whichever is earlier.
- y) Rs._____/ - remaining before the possession of the said Shop/Unit/Premises/Apartment.

All payments required to be made under this Agreement shall be by Account Payee Cheques/ Pay Orders/ Demand Drafts in favour of **M/S. ARB DEVELOPERS**. All receipts issued shall be subject to realization of the same.

8.1 Time is essence for the Promoters as well as the Allottee/s. The Promoters shall abide by the time schedule for completing the project and handing over the Shop/Unit/Premises/Apartment to the Allottee/s and the common areas to the association of the Allottee/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters as provided in clause no. 10.1 hereinbelow. (**"Payment Plan"**).

8.2 The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of Value Added Tax, Service Tax, G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoters) up to the date of handing over the possession of the Shop/Unit/Premises/Apartment.

- 8.3 The Allottee/s are aware that as per present statute, GST are leviable/applicable on the sale price payable hereunder and consequently the amount of each installment payable by the Allottee/s to the Promoters in respect of this transaction shall proportionately increase to the extent of the liability of such taxes. The Allottee/s hereby undertake(s) to pay the amount of the GST along with each installment from the effective date and further shall not dispute or object to payment of such statutory dues. The Allottee/s shall be bound to make the payment of any installment along with the amount of GST applicable thereon and the Allottee/s shall be deemed to have committed default in payment of amount due to the Promoters hereunder, if such payment is not accompanied with the applicable GST or Taxes. Provided further that if on account of change/ amendment in the present statute or laws, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government or any other taxes become payable hereafter on the amounts payable by the Allottee/s to the Promoters in respect of this transaction and/or aforesaid taxes levied is increased on account of revision by Authorities, the Allottee/s shall be solely and exclusively liable to bear and pay the same and the Allottee/s do and doth hereby agree and undertake to indemnify and keep indemnified the Promoters and its successors-in-title and assigns in respect thereof.
- 8.4 The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The

Promoters undertake and agree that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification / order / rule / regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

- 8.5 The Promoters shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of two percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoters shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan.
- 8.6 The Allottee/s authorizes the Promoters to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoters may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoters to adjust his payments in any manner.
- i. 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 said plans or thereafter and shall, before handing over possession of the Shop/Unit/Premises/Apartment to the Allottee/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Shop/Unit/Premises/Apartment.

- ii. The Promoters hereby declare that, the project is on part of plot, of bigger plot of land, and at present, the built-up area permitted on part of plot is 6165 + 612.84 Sq.mtrs alongwith admissible Fungible FSI. The FSI available on date is 3.375 on the entire bigger plot and there is possibility of balance permissible built-up area available on part of plot of land under reference on which building No.3 is being constructed as proposed above to be utilized by him on the project land in the said Project and Allottee/s has/have agreed to purchase the said Shop/Unit/Premises/Apartment based on the proposed construction and sale of Shop/Unit/Premises/Apartment to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.
- iii. The Allottee/s has/have entered into this Agreement with the notice of the terms and conditions of the said hereinabove recited documents of the said property and subject to the terms and conditions that may be imposed by the Brihanmumbai Municipal Corporation and other authorities concerned and also subject to

the Promoters right to make the necessary amendments, modifications and/or changes in the building plans or the materials and other specifications and amenities and the rights reserved or retained by the Promoters.

- iv. The Promoters hereby declare that, the project is on part of plot, of bigger plot of land, and at present, the built-up area permitted on part of plot is 6165 + 612.84 Sq.mtrs alongwith admissible Fungible FSI. The FSI available on date is 3.375 on the entire bigger plot and there is possibility of balance permissible built-up area available on part of plot of land under reference on which building No.3 is being constructed. The Promoters are also be entitled to the balance potentiality and/or the FSI and/or the TDR/and/or Fungible and/or other FSI as may be available from time to time till completion of the Project and for the purpose to raise additional Floor by amending the building Plans and the Allottee/s hereby confirm and accord their irrevocable consent and have the knowledge as the Promoters have specifically pointed out the same to the Allottee/s, that the Promoters are also entitled to consume further FSI as may be permissible under any law or circular or by way of concession, set back or payment of premium or by reason of change in the Development Control Rules and Policy or issuance of any circulars for the time being in force.
- v. It is hereby further expressly agreed that notwithstanding the Allottee/s approaches / has approached any Banks / Financial Institutions for availing of a loan in order to enable the

Allottee/s to make payment of part/balance purchase price in respect of the said Shop/Unit/Premises/Apartment to the Promoters and mortgaged/mortgage the said Shop/Unit/Premises/Apartment with such Banks/Financial Institutions, subject to the provisions of this Agreement and without diminishing or affecting the rights of the Promoters under this Agreement (which is to be subject to issuance by the Promoters of a No-objection letter in favour of such Banks/Financial Institutions) for repayment of the loan amount it shall be at the entire responsibility of the Allottee/s to ensure that payment of the part/balance purchase price are made as stated hereinabove and further to repay the entire loan amount to such Banks/Financial Institutions. The Promoters shall not be liable or responsible for the repayment of the loan amount or any part thereof to such Banks/Financial Institutions. The Allottee/s hereby further expressly agree/s that the Allottee/s shall not sell, transfer, let-out or deal with the said Shop/Unit/Premises/Apartment in any manner whatsoever without obtaining prior written permission from the Promoters as per the provisions contained herein and from such banks/financial institutions (during the pendency of the loan) and the Promoters shall not be liable or responsible for any of the acts of omission or commission which are contrary to the terms and conditions governing the said loan. It shall be the responsibility of the Allottee/s to inform the said organization about the lien of such Banks/Financial Institutions and the Promoters shall not be liable or responsible for the same in any

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

9. POSSESSION AND FORCE MAJEURE :

- 9.1 Unless hand over possession of the said Shop/Unit/ Premises/Apartment to the Allottee/s on or before 31/12/2025, from the date hereof excluding a grace period of nine (9) months (Nine Months) or such further period as may be agreed between the parties, subject to the Allottee/s making timely payments of the instalments towards the Purchase Price for the ultimate sale of the said Shop / Unit / Premises / Apartment as mentioned hereinabove and the Allottee/s duly observing all the terms and conditions, contained herein. Provided that the Promoters shall be entitled

to reasonable extension of time for giving delivery of said Shop/Unit/Premises/Apartment on the aforesaid date, if the completion of Building in which the said Shop/Unit/Premises/Apartment are situated is delayed on account of:-

- (a) non-availability of steel, cement, other Building material or labour at market competitive prices; and/or
- (b) non-availability / shortage of water or electric supply; and/or
- (c) war, civil commotion, strikes of workmen or labourers or other persons, transport strike, terrorist attack, pandemic, lockdown due to pandemic or an act of God, irresistible force or reasons beyond the control of or unforeseen by Promoters; and/or
- (d) any legislation, notice, order, rule, circular, notification of the Government and/or other public or other competent authority or court or injunction or stay or prohibitory orders or directions passed by any court, tribunal, body or authority; and/or
- (e) delay in issuing any permission, approval, NOC, sanction and/or Building occupation certificate and/or completion certificate by the concerned authorities; and/or
- (f) delay in securing necessary permissions or completion / occupancy certificate from the competent authorities or water, electricity, drainage and sewerage connections from the appropriate authorities, for reasons beyond the control of the Promoters; and/or
- (g) force majeure or any other reason (not limited to the reasons mentioned above) beyond the control of or unforeseen by the Promoters, which

may prevent, restrict, interrupt or interfere with or delay the construction of the Building including the said Shop/Unit/Premises/Apartment; and/or

- (h) other force majeure and vis major circumstances or conditions including but not limited to the inability to procure or general shortage of energy, labour, equipment, facilities, materials or supplies, failure of transportation, strikes, lock outs, action of labour unions or other causes beyond the control of or unforeseen by the Promoters or their agents; and/or
- (i) any other forces or reasons beyond the control of the Promoters.

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

10. PROVISION OF DEFAULT IN PAYMENT OF CONSIDERATION:

- 10.1 If the Promoters fail to abide by the time schedule for completing the project and handing over the Shop/Unit/Premises/Apartment to the Allottee/s, the Promoters agree to pay to the Allottee/s, who does not intend to withdraw from the project, interest at the rate as prescribed under RERA in the Rule, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession. The

Allottee/s agrees to pay to the Promoters, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee/s to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Promoters.

- 10.2 Without prejudice to the right of Promoters to charge interest in terms of sub clause no. 10.1 above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoters under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing three defaults of payment of installments, the Promoters shall at his own option, may terminate this Agreement:

Provided that, Promoters shall give notice of fifteen days in writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee/s and mail at the e-mail address provided by the Allottee/s, of his/her/their/its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fail/s to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

- 10.3 Upon termination of this Agreement in terms hereof, the Promoters shall be at liberty to dispose of and sell the said Shop/Unit/Premises/Apartment to such person and at such price as the Promoters may in its absolute discretion think fit. As a consequence of the

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

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

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

11. DETAILS OF FIXTURES AND AMENITIES:

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

substitution in the fixtures, fittings or amenities provide by the Promoters.

12. PROCEDURE FOR TAKING POSSESSION –

12.1 The Promoters, upon obtaining the occupancy certificate from the MCGM and the payment made the Allottee/s as per the agreement shall offer in writing the possession of the Shop/Unit/Premises/Apartment, to the Allottee/s in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Promoters shall give possession of the Shop/Unit/Premises/Apartment to the Allottee/s. The Promoters agree and undertake to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoters or association of Allottee/s, as the case may be. The Promoters on its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the occupancy certificate of the Project.

12.2 The Allottee/s shall take possession of the Shop/Unit/Premises/Apartment within 15 days of the written notice from the Promoters to the Allottee/s intimating that the said Shop/Unit/Premises/Apartment are ready for use and occupancy: The Allottee/s further agree/s that till the Allottee/s' share is so determined the Allottee/s shall pay to the Promoters provisional monthly contributions of Rs. _____ (Rupees _____ Only). However the Allottee/s shall deposit with the promoters the sum of Rs. _____ (Rupees _____ only)

calculated at the rate of Rs. 10/- (Rupees Ten only) per sq.ft. of the Shop/Unit/Premises/Apartment carpet area being the advance maintenance charges for a period of 30 months. Thereafter every month at the rate to be levied by the promoters. The amounts so paid by the Allottee/s to the Promoters shall not carry any interest and remain with the Promoters. Subject to the provisions of section 6 of the said Act, on such Conveyance. The aforesaid deposits (less deductions provided for this agreement) shall be paid over by the Promoters to the society. The Allottee/s undertake/s to pay such provisional monthly contribution and such proportionate share of outgoings toward maintenance charges regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

- 12.3 The Allottee/s shall check up all the fixtures and fittings in the said Shop/Unit/Premises/Apartment before taking possession of the same. At the time of taking possession of the said Shop/Unit/Premises/Apartment, the Allottee/s shall bring to the attention of the Promoters any defects in completion of the said Shop/Unit/Premises/Apartment, in absence whereof, the Promoters shall be deemed to have presumed that the Allottee/s is fully satisfied with the completion of the said Shop/Unit/Premises/Apartment in all respects as being in accordance with the terms, conditions and stipulations of this Agreement for Sale and acknowledged the same in writing to the Promoters. Thereafter, the Allottee/s shall have no claim against the Promoters in respect of any item of work in the said Shop/Unit/Premises/Apartment or in the said Wing or the said Building or on the said Property which may be alleged not have been carried

out and/or completed and/or being not in accordance with the plans, specification and/or this Agreement and/or otherwise howsoever in relation thereto.

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

**13. FAILURE OF ALLOTTEE/S TO TAKE POSSESSION OF SHOP/UNIT/
PREMISES/APARTMENT:**

- 13.1 Upon receiving a written intimation from the Promoters as per clause no. 12.1, the Allottee/s shall take possession of the Shop/Unit/Premises/Apartment from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the Shop/Unit/Premises/Apartment to the Allottee/s. In case the Allottee/s fail/s to take possession within the time provided in clause no. 12.1 such Allottee/s shall continue to be liable to pay maintenance charges as applicable.
- 13.2 If within a period of five years from the date of handing over the Shop / Unit / Premises / Apartment to the Allottee/s, the Allottee/s brings to the notice of the Promoters any structural defect in the Shop/Unit/Premises/Apartment or the building in which the Shop/Unit/Premises/Apartment are situated or any defects on account of workmanship, quality or provision of service,

then, wherever possible such defects shall be rectified by the Promoters at his own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the Act.

14. USER OF SHOP/UNIT/PREMISES/APARTMENT:

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

15. MEMBERSHIP OF ORGANIZATION OF ALL ALLOTTEE/S:

Upon payment of the total consideration amount and all the amounts payable under this Agreement and after the Allottee/s has/have been put into vacant and peaceful possession of the said Property, the Promoters shall cause the said Society or the Organisation of all the Shop/Unit/Premises /Apartment Purchasers to admit the Allottee/s as it Member upon application to be made by the Allottee/s and upon payment of the prescribed application fees and admission fees, the said Society shall admit the Allottee/s as its member issuing 5 fully paid up shares of the said Society. The Allottee/s, however, thereafter shall abide by the rules and regulations of the said Society from time to time. The Allottee/s agree/s to sign all necessary application forms and all other papers and undertaking required to be submitted to the said Society for being admitted as its Member. It shall be the Promoters alone who shall initiate to form the co-operative society.

16. ALLOTTEE TO PAY OUTGOINGS AND MAINTAINANCE :

16.1 Within 15 days after notice in writing is given by the Promoters to the Allottee/s that the Shop/Unit/Premises

/Apartment is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Shop / Unit / Premises / Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, accountant/s for keeping account of the maintenance, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the management is handed over to the Society, the Allottee/s shall pay to the Promoters such proportionate share of outgoings as may be determined. The Allottee/s further agree/s that till the Allottee/s' share is so determined the Allottee/s shall pay to the Promoters provisional monthly contribution of Rs _____ / (Rupees _____ only) per month towards the outgoings. However the Allottee/s shall deposit with the promoters the sum of Rs. _____ (Rupees _____ only) calculated at the rate of Rs. 10/- (Rupees Ten only) per sq.ft. of the Shop/Unit/Premises/Apartment carpet area being the advance maintenance charges for a period of 30 months. Thereafter every month at the rate to be levied by the promoters. The amounts so paid by the Allottee/s to the Promoters shall not carry any interest and remain with the Promoters until management is handed over to the said Society.

16.2 The Allottee/s hereby agrees to pay his proportionate share in the maintenance charges for lobbies, stair case, elevators, fire escapes, main entrance and exists of the building, common parking areas, air conditioning in common areas, society office and all other common amenities and facilities whichever is provided in the project. It is clarified that the Allottee/s and upon registration of Organisation of Shop / Unit / Premises /Apartment Allottee/s the following maintenance charges shall be borne and paid by the Allottee/s and Organisation of the Shop / Unit / Premises / Apartment Allottee/s:-

- a) AMC of lifts.
- b) Wear and tear charges.
- c) Electricity Charges for common areas.
- d) Security charges.
- e) Other miscellaneous charges.
- f) Water charges.
- g) Common area light fittings.
- h) Lift work maintenance.
- i) Tile cracking/ breaking for the parking floors.
- j) Security cabin and ancillary wear and tear – boom barriers, sliding gates, entrance gates, light fittings.
- k) Paving blocks settling due to usage beyond prescribed users.
- l) Painting wear and tear.
- m) Electronic fittings for security purposes – CCTV, intercom, phones if provided.
- n) Handrails loosening due to improper use.
- o) Fire equipments maintenance and servicing.
- p) Landscape maintenance and watering of landscape elements.

- q) Regular cleaning of flooring and decorative elements in a project.
- r) Common fittings: doors, windows, seating, for stack parking machine cover.
- s) Hydromeumatic pumps, water treatment plants, sewage if provided.
- t) Treatment plants, water tank cleaning where regular servicing is required.
- u) Wear and tear as per orientation of the building where more damage is likely to happen due to climate conditions only for common areas.
- v) Gym equipments and community hall equipments if provided.
- w) Automation systems, ambient lightings, light fittings if provided.
- x) Storm water drains, gutter cleaning, bore well maintenance if provided.
- y) Damage due to insects and rats and rodents infection only in common areas.
- z) All products that require maintenance, servicing and replacement in common areas.

17. OTHER MISCELLANEOUS PAYMENTS:

17.1 The Allottee/s shall on or before delivery of possession of the said Shop/Unit/Premises/Apartment keep deposited with the Promoters, the following amounts:-

- (i) Rs. _____ (Rupees _____ only) share towards Development Charge.
- (ii) Rs. _____ (Rupees _____ only) for legal charges;
- (iii) Rs. _____ (Rupees _____ only) for share money, application, entrance fee of the Society.

- (iv) Rs. _____ (Rupees _____ only) for formation and registration of the Society/Limited Company.
- (v) The Allottee/s shall be liable to pay proportionate share of taxes and other charges/levies in respect of the Society or Limited Company / Federation/ Apex Body as may be decided by the owner;
- (vi) Rs. _____ (Rupees _____ only) calculated at the rate of Rs. 10/- (Rupees Ten only) per sq.ft. of the Shop / Unit / Premises / Apartment carpet area being the advance maintenance charges of the for a period of 30 months . Thereafter every month at the rate to be levied by the promoters for deposit towards provision monthly contribution towards outgoings of Society or Limited Company / Federation / Apex Body;
- (vii) Rs _____ (Rupees _____ only) for Deposit towards Water, Electric, and other utility and services connection charges and;
- (viii) Rs _____ (Rupees _____ only) for deposits of electrical receiving and Sub Station provided in Layout if any payable by the owner.

17.2 The Allottee/s shall pay to the Promoters a sum of Rs _____ (Rupees _____ only) for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoters in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws.

18. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoters hereby represent and warrant to the Allottee/s as follows:-

- a) The Promoters and Owner have clear and marketable title with respect to the project land; as declared in the Title Report annexed to this Agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- b) The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- c) There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- d) So far the promoters are aware there are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- e) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/s / wing/s are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/s / wing/s shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all

applicable laws in relation to the Project, project land, building/s / wing/s and common areas;

- f) The Promoters have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
- g) The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Shop/Unit/Premises/Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement;
- h) The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Shop/Unit/Premises/Apartment to the Allottee/s in the manner contemplated in this Agreement;
- i) At the time of handing over management to the said Society the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the said Society;
- j) The Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- k) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including

any notice for acquisition or requisition of the said property) has been received or served upon the Promoters in respect of the project land and/or the Project except those disclosed in the title report.

19. COVENANTS OF THE ALLOTTEE/S:-

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

- a) To maintain the Shop/Unit/Premises/Apartment at the Allottee/s' own cost in good and tenantable repair and condition from the date that of possession of the Shop/Unit/Premises/Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Shop/Unit/Premises/Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Shop / Unit / Premises / Apartment is situated and the Shop/Unit/Premises/ Apartment itself or any part thereof without the consent of the local authorities, if required. Not to encroach upon lobbies, chhajjas, staircase, ducts and other common areas. Not to change directions of bathroom, kitchen or room resulting into causing cracks and leakages.
- b) Not to store in the Shop/Unit/Premises/Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Shop / Unit / Premises / Apartment is situated or storing of which goods is carrying heavy packages which may damage or likely to

damage the staircases, common passages or any other structure of the building in which the Shop / Unit / Premises / Apartment is situated, including entrances of the building in which the Shop/Unit/ Premises/Apartment is situated and in case any damage is caused to the building in which the Shop / Unit / Premises / Apartment is situated or the Shop / Unit / Premises / Apartment on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.

- c) To carry out at his own cost all internal repairs to the said Shop / Unit / Premises / Apartment and maintain the Shop/Unit/Premises/Apartment in the same condition, state and order in which it was delivered by the Promoters to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the Shop / Unit / Premises / Apartment is situated or the Shop / Unit / Premises /Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d) Not to demolish or cause to be demolished the Shop/Unit/Premises/Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Shop/Unit/Premises/Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme and grills / grill design

of the building in which the Shop/Unit/Premises / Apartment is situated and shall keep the portion, sewers, drains and pipes in the Shop/Unit/Premises/ Apartment and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Shop/Unit/ Premises/Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Shop/Unit/Premises /Apartment without the prior written permission of the Promoters and/or local authorities and/or the Society or the Limited Company.

- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Shop/Unit/Premises/Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Shop / Unit / Premises / Apartment in the compound and/or duct or hawk area or any portion of the project land and the building in which the Shop / Unit / Premises / Apartment is situated.
- g) Pay to the Promoters within seven days of demand by the Promoters, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Shop/Unit/Premises/Apartment is situated.

- h) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Shop/Unit/Premises/Apartment by the Allottee/s for any purposes other than for purpose for which it is sold.
- i) The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Shop/Unit/Premises/Apartment until all the dues payable by the Allottee/s to the Promoters under this Agreement are fully paid up. The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Shop / Unit / Premises / Apartment without prior written permission / N.O.C. of the Promoters. Thereafter the Allottee/s shall be entitled to sell, mortgage, give on rent, leave and license the Shop / Unit / Premises / Apartment with the prior permission of the society.
- j) The Allottee/s shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation 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 said building and the Shop/ Unit/Premises/Apartment therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of

Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/ Federation regarding the occupancy and use of the Shop/ Unit/Premises/Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- k) The Allottee/s shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- l) The Allottee/s has/have entered into this Agreement after having read the contents hereof and appraising himself about the same having understood the provisions hereof.

20. SEPARATE ACCOUNTS:

The Promoters shall maintain only a consolidated account of all the deposits collected from the buyers of various Shop/Unit/Premises/Apartment in the said Wing/s or Building/s and of all deposits paid and expenses incurred therefrom. The Promoters shall not be liable to render any individual account of the amounts collected or disbursements made in respect of each separate Shop/Unit/Premises/Apartment notwithstanding any excess / deficit collection from any particular buyer of the Shop/Unit/Premises/Apartment in respect of his/her Shop/Unit/Premises/Apartment. In the event, any shortfall arises then the Allottee/s and/or the said Organisation and/or the Apex / Federal Organisation/s, as

applicable, shall be individually and collectively liable to pay to the Promoters such amount as may be determined by the Promoters at their sole discretion. At the time of registration of conveyance of the structure of the building/s or wing/s of the building, the Allottee/s shall pay to the Promoters, the Allottee/s share of stamp duty and registration charges payable, by the said Organization on such conveyance or any document or instrument of transfer in respect of structure of the said Building/s / wing/s of the Building. At the time of registration of conveyance or lease of the project land i.e. earmarked portion, the Allottee/s shall pay to the Promoters, the Allottee/s' share of stamp duty and registration charges payable by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land and land to be executed in favour of the Apex Body or Federation.

21. DELAY OR INDULGENCES:

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

22. ESSENCE OF CONTRACT:

The Allottee/s shall pay the amounts mentioned herein, including the various Installments on their respective due dates, without fail and without any delay or default, as time in respect of the said payment, is The Essence Of The Contract. The Promoters will forward to the Allottee/s intimation of the Promoters having carried out the construction at the address given by the Allottee/s, under this Agreement and the

Allottee/s shall be under obligation to pay the amount of installments, within seven days of demand by the Promoters dispatching the intimation under certificate of posting or in any other manner, at the address of the Allottee/s as given in these presents. The Promoters shall keep a certificate of their Architects, certifying that the Promoters have completed the work and such Certificate will be open for Inspection by the Allottee/s at the Office of the Promoters, which shall be binding on the Allottee/s.

23. LIABILITY OF ALLOTTEE/S TO PAY ALL STATUTORY DUES:

- 23.1 By reason of the Promoters having agreed to sell the said Shop/Unit/Premises/Apartment to the Allottee/s, if any, statutory dues become payable by the Promoters or the Allottee/s including the Service Tax, Sales Tax, VAT / GST or otherwise, the same shall be paid by the Allottee/s within 7 days from the demand being raised by the Promoters as a part of this Agreement.
- 23.2 The Allottee/s is also made aware of the fact that the said building is deficient in open space and part portion of plot alongwith MRM Wing, for M.C.G.M., is handed over to M.C.G.M. and M.C.G.M. will not be held liable for the same in future. Further the Allottee/s hereby agree and record his consent / no objection for the neighborhood development with deficient open space in future. The Allottee/s is further put to the notice about the inadequate maneuvering space of car parking and no complaint shall be made to M.C.G.M. with this regard.

24. DISCLOSURES BY PROMOTERS :

- 24.1 The Allottee/s hereby declares that before execution of this Agreement, the Promoters have made full, free and complete disclosure and the Allottee/s have taken

full, free & complete inspection of particulars and disclosure of the following:-

- i. Nature of Promoter's right and title to the said property described in the First Schedule hereunder written as also copies of the various permissions granted as mentioned in the Title Certificate of the Promoters annexed hereto along with all relevant papers and proceedings mentioned therein.
- ii. IOD, CC and all plans and specifications duly approved and sanctioned by Brihanmumbai Municipal Corporation to be built upon the said property;
- iii. Nature and particulars of fixtures, fittings and amenities to be provided in the building to be constructed on the said property;
- iv. All particulars of design and materials to be used in construction of the building on the said property;
- v. On completion of the said building and upon payment of the total consideration amount, service tax, VAT, GST & other deposits payable by the various Shop / Unit / Premises / Apartment Purchasers to the Promoters under various Shop/ Unit/Premises/Apartment Agreements and also by the Occupants of the building "**ARB HEIGHTS**", the Promoters shall form and register a Society of the Shop / Unit / Premises / Apartment Purchasers of the said Building and shall convey the said property with the building in favour of such Organization of the Shop / Unit / Premises / Apartment Purchasers, subject to, reserving the

right of the Promoters therein in the said Property and shall cause the Owner to convey the said earmarked land or grant lease in respect thereof.

- vi. The various amounts that are to be paid inter alia towards the ground rent, revenue assessment, Development / betterment charges municipal and other taxes and water and electricity charges, including water deposit and electricity deposits or other deposits levied from time to time and as are for the time being in force.
- vii. The Allottee/s hereby declares that after reading and having understood the contents of the aforesaid documents and all the disclosures made by the Promoters as aforesaid, as well as the terms and conditions hereinafter mentioned, the Allottee/s with full knowledge thereof entered into this Agreement.

24.2 The Promoters have informed the Allottee/s and the Allottee/s hereby agree/s, confirm/s and declare/s or otherwise empower/s, the Promoters, as follows:-

- a) The Promoters shall be entitled to sell Shop / Unit / Premises / Apartment for being used as Commercial, Business, Professional, Bank, Dispensary, Consulting Rooms, Nursing Home, Coaching Classes, Fitness Centre and such other purpose or purpose as may be permitted by the Law for the time being in force. The Allottee/s shall not object to such use of the Shop / Unit / Premises / Apartment for such purpose and this clause shall be binding upon the society or the condominium to be formed of the various Shop/ Unit/Premises/Apartment Allottee/s;

- b) The building consists of shops on the ground floor facing road side, who shall be entitled to use, the open space between the shops and the road for commercial activities to entertain their customers. The Allottee/s of the residential Shop/Unit/Premises /Apartment shall not object or cause hindrance to shop owners or tenants or sub tenants of the promoters or Allottee/s.
- d) Nothing contained in this Agreement is intended to be nor shall be construed as a grant demise or assignment in law of the said Shop / Unit /Premises / Apartment or of the said property and Building/s or any part or portion thereof. The Allottee/s shall have no claim save and expect in respect of the said Shop / Unit / Premises / Apartment hereby agreed to be sold to him/ her/ them and all open spaces, lobbies, staircases, terraces, recreation spaces, etc. shall remain the property of the Promoters until the said property and/or the said building/s is/are conveyed in favour the said Society or Condominium or Limited Company Condominium or Limited Company as the case may be, subject to the Promoters reserving such rights in the said property in favour of the Promoters as may be available/outstanding at the time of execution of the Conveyance / Lease.
- e) For all or any of the purposes mentioned herein under and/or under this Agreement, the Promoters shall be entitled to keep and/or store any construction materials on any part or portion of the said property and/or to have additional Electricity Supply and/or additional Water Supply and for the purpose of construction, to do all such further acts, deeds, matters and things, as may be necessary. In such an event, the Allottee/s shall

not take any objection or otherwise, on the ground of any nuisance, noise and/or shall not claim any easement rights and/or any other rights, in the nature of easement or prescriptive or other rights of any nature whatsoever. The Allottee/s directly and/or indirectly, shall not do any act, deed, matter or a thing, whereby the Promoters may be prevented from putting any such additional and/or new construction and/or shall not raise any objection and/or obstruction, hindrance or otherwise. The said act by the Allottee/s shall be construed as breach of this agreement.

- f) While the fixing consideration of the said Shop/ Unit / Premises / Apartment, proper consideration and due care and caution is taken of various powers or authorities mentioned herein, given by the Allottee/s to the Promoters.

25. ADDITIONAL FACILITIES IN PROJECT:

The Promoters shall, if permitted by the Municipal Corporation and if it is feasible provide a Gymnasium-cum-Fitness Centre on the portion of the said Property. The Promoters shall also provide an Office area as per the Rules and Regulations of Municipal Corporation for the purpose of the user of the same by the ultimate Organization of the Shop / Unit / Premises / Apartment Allottee/s of the said building for the benefit of the proposed Organization. It is clarified that if the Promoters so desire the said Gymnasium-cum-Fitness Centre will be opened to occupants of the said building “**ARB HEIGHTS**”, however, on such terms and conditions as the Promoters may deem fit and proper, however, at the Promoters discretion the Promoters may handover the management thereof to the Managing Committee of the proposed Organization of Shop/Unit/Premises/Apartment Allottee/s of the said Building

or to an outside agency on such terms and conditions as the Promoters may deem fit and proper.

**26. TRANSFER IN FAVOUR OF ORGANIZATION OF ALL ALLOTTEE/S
AND RIGHTS OF PROMOTERS:**

26.1 The Allottee/s along with other Allottee/s of Shop/Unit/ Premises/Apartment in the building shall join in forming and registering the society or a Limited Company or Condominium to be known by such name "ARB HEIGHTS" or as the Promoters may decide and for this purpose from time to time sign execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the society or Condominium or Limited Company and for becoming a member, including the bye-laws of the proposed society and duly fill in, sign and return to the Promoters within 7 days of the same being forwarded by the Promoters to the Allottee/s, so as to enable Promoters to register the organisation of the Allottee/s under section 10 of the said Act within the time limit prescribed by Rule 8 of the Maharashtra Ownership Flats (Regulation of the promotion of construction, sale, management and Transfer Rules, 1964). No objection shall be raised by the Allottee/s if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-Operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

26.2 If the Allottee/s enters into any financing arrangement with any financial institution in respect of the purchase of the said Shop / Unit / Premises / Apartment, the Allottee/s undertake/s to direct such financial institution to, and shall ensure that such financial institution

disburses/pays all such amounts towards purchase price due and payable to the Promoters through an account payee cheque/demand draft/pay order drawn in favour of "**M/S. ARB DEVELOPERS**".

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

- (a) Nature of Developer's & the said Owner's title to the said Property described in the **Second Schedule** hereunder written and all encumbrances, if any, thereto, along with all relevant documents.
- (b) All plans and specifications duly approved and sanctioned by the Concerned Authority and the No Objection by M.C.G.M. to be built upon the said Property.
- (c) Nature and particulars of fixtures, fittings and amenities to be provided in the building to be constructed on the said Property.
- (d) All particulars of design and materials to be used in construction of the building on the said Property.
- (e) The nature of organization of persons to be constituted and to which the title is to be passed being the ultimate organization comprising of the various Co-operative Societies governed by the provisions of the Maharashtra Co-operative Societies Act, 1960.
- (f) The various amounts that are to be paid inter alia towards the ground rent, revenue assessment, municipal and other taxes and water and electricity charges, including water deposit and

electricity deposits as are for the time being in force.

- (g) The Particulars of the amounts to be deposited with Various Authorities.
- (h) The various terms and conditions imposed by the MCGM/Concerned Authority as mentioned in the said IOD and C.C.

26.4 The Allottee/s hereby declares that after reading and having understood the contents of the aforesaid documents the said IOD and C.C. and all the disclosures made by the Promoters as aforesaid, the Allottee/s with full knowledge thereof entered into this Agreement.

26.5 The Promoters have informed the Allottee/s and the Allottee/s has agreed that, in respect of the said MRM Wing of 612.84 sq. mtrs. to be constructed on the said MRM Wing portion admeasuring about 685 sq. mtrs. which is shown surrounded and hatched by blue coloured line on the annexed plan, being **Annexure-“B”** hereto to be handed over to the MCGM, the MCGM shall not be a member of the Co-operative Society that would be formed by the Purchasers and/or the Ultimate Federation of the Co-operative Housing Societies of buildings nor shall the Society or the Ultimate Federation shall demand or be entitled to demand any monies from the MCGM for maintenance or any such expenses.

26.6 It is clarified to the Purchasers and the Allottee/s hereby agree and confirm that the said Earmarked Portion, as aforesaid is a part of the said Entire Property and sub-division of the said Entire Property is not contemplated and that the said Earmarked Portion shall always be treated as an integral part of the said Layout. In view of

the aforesaid, any separate conveyance/lease/ document of the said Earmarked Portion shall not be executed and that the Ultimate Deed of Transfer of any such document of the said Entire Property shall be executed by the Owners only on complete development of the said Layout, and that too, only in favour of an Ultimate Body that shall be formed as mentioned in the clause given hereinbelow. It is expressly clarified that the covenants of the Development Agreement mentioned above shall run with the said Entire Property/Layout and shall be binding upon all the prospective buyers of the Shop/ Unit/Premises/Apartment to be constructed by the Promoters in the said Wings A, B and C.

- 26.7 The Promoters shall cause to be executed by the owners Deed of Transfer or such other document in respect of the said Entire Property which shall be inclusive of the said Earmarked Portion along with the said Wings A, B and C after the same is fully constructed thereon and Occupation Certificate is obtained and handed over to Co-operative Societies / Condominiums or any such Ultimate Body, including federal society or apex body (as the Owners may decide), which may be formed by various Shop/Unit/ Premises/Apartment holders of the various Buildings / Wings constructed / to be constructed on the said Entire Property and that too only on completing construction of all the buildings and utilizing full potential of the said Entire Property and on obtaining Completion Certificate of all the buildings on the said Layout. The draft of the said Deed / Documents shall be approved by the Promoters /Owners and their Solicitors / Legal Advisors and shall be executed only after the Promoters have received the full

consideration and other amounts receivable by them from various Shop/Unit/Premises/Apartment purchasers of the buildings constructed and/or to be constructed on the remaining portion of the said Entire Property and / or the said Layout.

- 26.8 The Promoters hereby agree to observe perform and comply with all the terms, conditions, stipulations and restrictions, imposed by the concerned local authority/MCGM in the said IOD and C.C. at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Shop / Unit / Premises / Apartment to the Purchaser, obtain from the concerned local authority occupation certificate.
- 26.9 All unsold Shop / Unit / Premises / Apartment, open/ covered garages, car parking spaces, open space, podium, space under and over the podium, space under stilt and other Shop/Unit/Premises/Apartment and spaces in the said Wing/s and/or the said Building/s which are proposed presently and/or which may be proposed in future shall belong to and owned by the Promoters and/or their nominees only and they will have sole and exclusive rights and authority to allot, alienate or dispose off the same on such terms and conditions as they may like to any party and receive and appropriate the consideration received thereof and the Allottee/s will have no objection to the same and the Allottee/s do hereby consent to what is stated above and the Allottee/s agree and undertake not to claim any abatement in the price or concession or rebate or compensation or damages.
- 26.10 The Promoters intend to and may retain for themselves the remaining Shop / Unit / Premises / Apartment in the said Building/s to be constructed in the said Project

and may not sell to others and may let/lease out or give on leave and license basis, some or even substantial number of Shop/Unit/Premises/Apartment in the said Wing/s and/or the said Building or buildings, as the case may be. The Promoters shall not be liable to pay non occupancy charges thereof to the said Organisation and/or any other organisation/s;

27. RIGHTS OF DISPLAY:

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

28. COMMON AREAS AND AMENITIES:

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

- (a) As and when the said Shop / Unit / Premises / Apartment is sold or transferred, the use and

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

- (b) The Allottee/s shall not be entitled to separate or segregate or retain for himself the use and enjoyment of the common service amenities and other amenities including the said infrastructure /common facilities and/or decline or refuse to transfer to the new Allottee/s the benefit thereof along with the sale and transfer of the said Shop /Unit/Premises/Apartment to such purchaser;

28.2 If the TATA Limited / ADANI / BSES or any other local body or authority requires a substation to be put on the stipulated property, the costs, charges and expenses of the land and structure thereof shall be borne and paid by the promoter in the said building including the Shop/Unit/Premises/Apartment Allottee/s herein in proportion with the area of their respective Shop/Unit/Premises/Apartment.

29. The Promoters hereby declare that:

- i. The Building/s shall be constructed in accordance with the plans and specifications approved and sanctioned and the Plans as shall be sanctioned consuming F.S.I. credit or T.D.R., fungible FSI and/or outside F.S.I. by the Municipal Corporation of Greater Bombay and all other concerned authorities;

- ii. The Promoters shall upon completion of the building/s in all respects execute Deed of Transfer in favour of the said Society / Organization or Condominium / Limited Company.
- iii. The Shop/Unit/Premises/Apartment is intended and shall be used for resident/commercial only and the Allottee/s undertakes that the said Shop/Unit/Premises /Apartment shall not be used by the Shop / Unit / Premises / Apartment Allottee/s for any other purposes whatsoever.

30. REPRESENTATION & AGREEMENT OF ALLOTTEE/S:

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

- i. Without modifying the plan of the said Shop/Unit/Premises/Apartment the Promoters shall be entitled to amend, modify and/or vary the layout plans/ building plans and/or sub division plan and also the specifications in respect thereof.
- ii. The Promoters if the Owner permits shall alone be entitled to consume T.D.R. available from any sources on the said property and shall for the purpose be entitled to amend, alter or modify the sanctioned plans. However, the Promoters shall not modify or alter the plan of the Shop/Unit/Premises/Apartment agreed

to be purchased by the Shop/Unit/Premises/Apartment Allottee/s.

- iii. To avail of all the benefits attached to the said Property, the Promoters shall be entitled to demolish the existing or new structure/s or any part of parts or portion thereof or put up any construction in the Open Space/RG area/Recreational open space or as may be permissible by Brihanmumbai Municipal Corporation.
- vi. The Promoters if the Owner permits shall alone be entitled to consume such F.S.I. as may be available in respect of the said property or any part thereof or otherwise on the said property at present or in future and for the purposes of consuming such balance and/or additional F.S.I. to construct extensions and/or additional floors as the Promoters may think fit and proper.
- v. The Allottee/s and/or the Society or Association of the Allottee/s of all the Shop/Unit/Premises/Apartment shall not raise any objection on any ground as to the Promoter's rights, reserved.
- vi. The Promoters alone shall be entitled to raise the additional floors and/or construct the adjacent Wing/s to the said building/s as the Promoters may think fit and proper even though the Promoters might not have got the Plans sanctioned for the same at the time of execution of this Agreement and shall have full authority to get the Plans sanctioned and construct additional floors/adjacent wings and the Allottee/s hereby accords his/her /their/its irrevocable consent for the same.

31. FIRST CHARGE AND LIEN OF PROMOTERS:

The Promoters shall have first lien and charge on the said Shop/Unit/Premises/Apartment agreed to be acquired by the Allottee/s in respect of all the amounts payable by the Allottee/s under the terms and conditions of this Agreement.

32. Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of the agreement or any forbearance or giving of time to the Allottee/s by the Promoters shall not be construed as a waiver or acquiescence on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this agreement by the Allottee/s and shall not in any manner prejudice the rights of the Promoters.

33. The Allottee/s hereby covenant/s, agree/s and undertake/s to sign such consent letters and other papers as may be required by the Promoters from time to time for availing the benefit of construction of the additional floors area and / or structures as per the rules and regulations of the local authority.

34. INTERIM MANAGEMENT:

34.1 In the event of the management of the said property being handed over to the Society before the sale and disposal of by the Promoters of all the Shop/Unit/Premises/Apartment, parking spaces, in the said building/s in the said property, the power and authority of the said Society shall be subject to the overall control and authority of the Promoters in respect of any of the matter concerning the said property and/or the said building, the construction and completion thereof and all the amenities appertaining to the same and in particular the Promoters shall have absolute authority and control as regards the unsold Shop/Unit/Premises/Apartment, terrace/s, parking spaces (Open or Covered) and any other Shop / Unit / Premises / Apartment and the disposal thereof and the

consideration for which the same shall be disposed off. It is further agreed that the Allottee/s of the said unsold Shop/Unit/Premises/Apartment shall be admitted as members of the Society without levy of any premium or transfer fee. The Society in such event will only be entitled to levy share subscription amounts and membership application fee.

35. DEFECT LIABILITY:

35.1 The Promoter shall be liable within a period of 5 years of Occupation Certificate if any of the following defects are brought to their notice:

- i. Structural defects.
- ii. Any other in the workmanship quality, provision of services.
- iii. Any defect in any other obligations of the Promoter as mentioned in the agreement.
- iv. Defect in quality of material used or fixed during execution of the construction process.

35.2 Upon receipt of complaint from the Allottee/s, the Promoter shall arrange to vouch the damages with his consultants and contractors. The Promoters shall rectify the same, within a period of 5 years from the date of O.C. However, if the damages are unable to be rectified then the Promoters shall compensate to the Allottee/s for such amount as may be ascertained by the consultants'. However, it is clarified that if the defect has arisen due to result of any unlawful construction carried out by the Allottee/s or by Organisation of Allottee/s of the building or as a result of non- maintenance of the said building or said Shop/ Unit / Premises / Apartment then in such event the Promoter shall be absolute from such liability.

36.3 Defect Liability shall also mean any structural defect due to faulty use of material or use of material not specified as also water proofing, causing leakages, any kind of defective workmanship shall have to be certified by a registered government engineer.

36. STAMP DUTY AND REGISTRATION CHARGES:

The Allottee/s shall bear and pay requisite stamp duty on this agreement in accordance with the provisions of Maharashtra Stamp Act and shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act forthwith inform the Promoters the serial number under which the same is lodged to enable and the Promoters to attend such office and admit execution thereof. The stamp duty and registration and legal expenses of and incidental to the Deed of Transfer / Conveyance in favour of the Society to be formed by the Shop/Unit/Premises/Apartment purchasers shall be paid by all the Shop/Unit/Premises/Apartment purchasers.

37. Subject to the provisions of this Agreement, the Promoters shall be entitled to sell, assign, transfer or otherwise deal with their rights and interest in the said property or in building/s to be constructed thereon. Provided that in such event, the Allottee/s herein and/or Assign/s of the Promoters, shall continue to be bound in all respects by the terms and conditions set out in this Agreement.

38. The Promoters may complete the said building/s or any part thereof or floor and obtain part occupation certificate thereof and give possession of Shop/Unit/Premises/Apartment therein to all the members/ acquirers /occupants of such Shop/Unit/Premises/Apartment and the Allottee/s herein shall have no right to object to the same and will not object to the

same and the Allottee/s hereby give/s his specific consent to the same. If the Allottee/s take/s possession of Shop/Unit/Premises/Apartment in such part completed and/or floor or otherwise the Promoters and/or its Agents or Contractors shall be entitled to carry on the remaining work including further and additional construction work of in the said property including the building in which the said Shop/Unit/Premises /Apartment is situated. The Allottee/s hereby grant/s full rights to the Promoters to construct additional floors or structures in the manner the Promoters deem fit including by availing full benefits of the FSI presently available or shall be made available in future in and over the said property in the manner the Promoters deem fit. The Allottee/s is/are aware that such construction may cause inconvenience to the Allottee/s, and agrees and assures to the Promoters that the Allottee/s shall not protest, object to or obstruct the execution of such work nor the Allottee/s shall be entitled to any compensation and/or damage and/or claim and/or to complain for any inconvenience and/or nuisance which may be caused to him/her or any other person/s. The Allottee/s shall co-operate with the Promoters in further construction at the said property.

- 39.** In the event of the society being formed and registered before the sale and/or disposal by the Promoters of all the Shop/Unit/Premises/Apartment, stilts and other spaces, gardens, terraces, compounds and car parking space in the said building and in the compound, the power and authority of the society so formed or of the Shop/Unit/Premises/Apartment holders and the Allottee/s and other spaces and car parking spaces, shall be subject to the overall authority and control of the Promoters in respect of any of the matters concerning the said building the construction and completion thereof and all amenities pertaining to the same and in particulars the Promoters shall have absolute authority

and control as regards the unsold/ unassigned Shop/Unit/ Premises/Apartment, stilt/s, terraces, compounds, other spaces, hoardings and car parking spaces and the disposal thereof. The Promoters shall be liable to pay only the Municipal taxes, at actual (after deducting the vacancy allowances, etc, in respect of the unsold Shop/Unit/Premises /Apartment, hoarding spaces and/or unallotted/ unassigned car parking spaces and unallotted/ unassigned terrace/s. In case of the Deed of Transfer / Conveyance is executed in favour of the co-operative society before the disposal by the Promoters of all the Shops/Units/Premises/Apartments, then and in such an event, the Promoters shall join in as the Promoters / members in respect of such unsold Shops/Units/ Premises/Apartments and as and when such Shops/Units/ Premises/Apartments are sold to the persons of the choice and at the discretion of the Promoters, the co-operative society shall admit as members the Allottee/s of such Shops / Units / Premises / Apartments without charging any premium or any other extra payment and they shall have same rights, benefits and subject to the same obligations, as those of the other Allottee/s without any reservation or conditions or any other payments save and except normal Entrance Fee, Share Money and other Moneys Paid by all the Allottee/s, at the time of formation.

40. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

40.1 After the Promoters execute this Agreement he shall not mortgage or create a charge on the Shops/Units/Premises/Apartments and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has taken or agreed to take such Shops/Units/ Premises/Apartments.

40.2 The Promoters proposes to avail of financial assistance from banks, institutions and other persons, inter alia, against security of construction and/or constructed Shops/Units/Premises/Apartments thereon. It is hereby expressly agreed, clarified and understood that so long as it does not prejudice the rights created in favour of the Allottee/s under this Agreement in respect of the said Shops/Units/Premises/Apartments, the Promoters shall be absolutely, irrevocably and unconditionally entitled to and have the right to create charges or liens on, encumber, mortgage, sell, assign, transfer, dispose of, or otherwise deal with in any manner howsoever all or any of their rights, benefits, interest, privileges, and/or claims including development rights in respect of the said Property or construction and/or constructed Shops/Units/Premises/Apartments thereon of any part or parts thereof, without any notice to the Allottee/s and the Allottee/s have given and granted their specific, full, free, unqualified and irrevocable consent to the Promoters to do so. As part of such arrangement by the Promoters all or any of the responsibilities and/or obligations of the Promoters may be shifted or transferred to any other person or persons. All such arrangements by the Promoters shall be binding on the Allottee/s. The Promoters undertake to clear the aforesaid encumbrances, if any, prior to the execution and registration of the Lease Deed/Conveyance Deed / Deed of Transfer and the Promoters shall indemnify and keep the Allottee/s fully indemnified against all claims of any nature whatsoever that may be made against the Allottee/s by virtue of any encumbrances created as aforesaid. The Promoters agree that the Allottee/s shall be entitled to raise necessary finance/

housing loan and to avail such loan on the security of the said Shops/Units/Premises/Apartments. However, it will be the sole responsibility of the Allottee/s to repay the said loan and the Allottee/s hereby undertake to indemnify and keep indemnified and harmless the Promoters from any claim or demand, loss arising from the same.

41. BINDING EFFECT:

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

42. ENTIRE AGREEMENT:

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, Letter of Intent (LOI), correspondences, arrangements

whether written or oral, if any, between the Parties in regard to the said Shops/Units/Premises/Apartments, as the case may be.

43. RIGHT TO AMEND:

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

**44. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/S
SUBSEQUENT ALLOTTEE/S :**

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

45. SEVERABILITY:

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

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

Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee/s in Project, the same shall be in proportion to the RERA carpet

area of the Shops/Units/Premises/Apartments to the total RERA carpet area of all the Shops/Units/Premises/Apartments in the Project.

47. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

48. PLACE OF EXECUTION:

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

49. The Allottee/s and/or Promoters shall present this Agreement as well as the Deed of Transfer 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.

50. That all notices to be served on the Allottee/s and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoters by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below: ;

Name of Allottee/s

(Allottee/s's Address)

Notified Email ID: _____

M/s. ARB DEVELOPERS, (Promoters' Address)

Head Office :

Office No.4, 1st Floor, EBY CASTLE Building,
Bldg. No.64, Mohammed Ali Road,
Mumbai: - 400003.

Site Office Address :

Shop No. 3 and 4, Ground Floor, ARB HEIGHTS,
Captain Sawant Marg, Opp. B1-B2 Tower,
Near Agarwal Estate, Jogeshwari (W),
Mumbai: - 400102.

Notified Email ID: arbdevelopers@rediffmail.com

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

51. JOINT ALLOTTEE/S:

That in case there are Joint Allottee/s all communications shall be sent by the Promoters to the Allottee/s whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee/s.

52. THE DISPUTE RESOLUTION:

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

53. GOVERNING LAW:

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

54. OVERALL CONTROL OF PROMOTERS:

54.1 In the event of the Organisation being formed and registered before the sale and disposal by the Promoters of all the Shops/Units/Premises/Apartments and other Shops/Units/Premises/Apartments in the said wing/s and/or building/s, the power and authority of the said Organisation shall always be subject to the overall authority and control of the Promoters in respect of any of the matters concerning the said wing/s / building/s, the construction of additional floors thereon and all amenities pertaining to the same and in particular the Promoters have the absolute authority and control as regards all the unsold Shops/Units/Premises/Apartments and other Shops/Units/Premises/Apartments in the said Wing/s / Building/s and the disposal thereof. The Promoters shall be liable to pay the municipal taxes at actual only in respect of the unsold Shops/Units/Premises/Apartments and other Shops/Units/Premises/Apartments. In such case, the Promoters shall join in as the member in respect of such

unsold Shops/Units/Premises/Apartments and Shops/Units/Premises/Apartments and as and when such Shops / Units / Premises / Apartments and Shops/Units/Premises/Apartments are sold to the persons of the Promoters' choice, the said Organisation shall be bound to admit such Purchasers as members without charging any premium or other extra payment or transfer charges.

54.2 All documents necessary for the formation and registration of the said Organisation shall be prepared by Advocates & Solicitors of the Promoters only. All costs, charges and expenses, including stamp duty and registration charges, in connection with the preparation, stamping and execution of such documents shall be borne and paid in proportion by all the Allottee/s of the said Building.

55.3 The Co-operative Society/ Condominium/ Limited Company/Organisation that may be formed of the Allottee/s / holders of Shops/Units/Premises/Apartments and other Shops/Units/Premises/Apartments in the said Building shall not issue Share Certificate to any Allottee/s member/s without obtaining the Non Objection Certificate from the Promoters certifying that the Promoters have no outstanding/dues pending on any account to be received from the Allottee/s / member/s and remaining unpaid. If the said Organisation issues Share Certificate to any Allottee/s / member/s without adhering to or abiding by the aforesaid condition, the said Organisation shall itself be responsible and liable to pay such amounts due and payable, if any, by such Allottee/s / member/s to the Promoters.

54.4 The Promoters may opt (but shall not be bound) to become and continue to be the member of the said

Organization in respect of their right and benefits conferred / reserved herein or otherwise entitled to in whatsoever manner. If the Promoters transfer assign and/or dispose off such rights and benefits at any time to anybody, the assignee, transferee and/or the buyers thereof, shall if necessary become the members of the said Organization in respect of the said rights and benefits. The Allottee/s herein and the said Organisation, as the case may be, will not have any objection to admit such assignees or transferees as members of the said Organisation and the Allottee/s do hereby give their specific consent to them being admitted.

54.5 If any Sales Tax / Works Contract Tax/ Value Added Tax/ Service Tax / GST is payable or any other tax/ liability/levy/cess on account of this transaction arises now or in future, the same shall be paid and discharged by the Allottee/s alone and the Promoters shall not be liable to contribute anything on that account. The Allottee/s shall also fully reimburse the expenses that may be incurred by the Promoters in consequences upon any legal proceedings that may be instituted by the authorities concerned against the Promoters or vice versa on account of such liability.

54.6 This Agreement contains the whole agreement between the parties in respect of the subject matter of this Agreement and shall not be modified (whether by alteration addition or omission) otherwise than by writing duly signed by both the parties. This Agreement constitutes the entire agreement between the parties and there are no promises or assurances or representations, oral or written, express or implied other than those contained in this Agreement.

55. The Allottee/s hereby declare/s that he/she/they/it has gone through this Agreement and all the documents related to the said Property and has expressly understood the contents, terms and conditions of the same and the Promoters have entered into this Agreement with the Allottee/s relying solely on the Allottee/s agreeing, undertaking and covenanting to strictly observe, perform, fulfill and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on part of the Allottee/s to be observed, performed and fulfilled and complied with and therefore, the Allottee/s hereby agree/s, undertake/s and covenant/s to indemnify, save, defend and keep harmless at all times hereafter, the Promoters and their successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Allottee/s.
56. Each party hereto shall from time to time upon the reasonable request and cost of the other party execute any additional documents and do any other acts or things which may be reasonably required to give effect to the terms hereof.
57. All costs, charges and expenses including stamp duty and registration charges of this Agreement shall be borne and paid by the Allottee/s. The Allottee/s are fully aware of the provisions of the applicable stamp Act as amended from time to time. If any stamp duty over and above the stamp duty already paid on this Agreement including the penalty if any is required to be paid or is claimed by the

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

- 58.** All costs charges and out of pocket expenses levies fees penalty or premium in connection with the formation of the said Organisations and execution of Conveyance and/or Lease as well as the cost of preparing, engrossing, stamping and registering all the agreement or any other documents or document required to be executed by the Promoters or the Allottee/s as well as the entire professional costs of the Advocates of the Promoters / Owners in preparing and approving such documents shall be borne and paid by the proposed said Organisation. The Promoters / Owners shall not be liable to contribute anything towards such costs, charges and expenses and the proportionate share of such costs, charges and expenses payable by the Allottee/s shall be paid by them to Promoters immediately on demand.
- 59.** The Allottee/s hereby declares that he/she/it/they are resident Indians and are entitled to acquire the said Shops/ Units/Premises/Apartments in accordance with the provisions of the Foreign Exchange Management Act, 1999. It is abundantly made clear to the Allottee/s that if the Allottee/s

is a Non-Resident Indian / foreign national of Indian origin, in respect of all remittances, acquisitions / transfer of the said Shops/Units/Premises/Apartments, it shall be his/her/their/its sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Allottee/s understands and agrees, that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/they/it alone shall be liable for any action under the Foreign Exchange Management Act, 1999, or any other statutory modifications or re-enactments thereto the Promoters accept no responsibility in this regard and the Allottee/s agrees to indemnify and keep the Promoters indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.

60. Any provision of this Agreement which is prohibited, unenforceable or is declared or found to be inoperative, void or illegal by a court of competent jurisdiction, shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. If any such invalidity substantially affects or alters the commercial basis of this Agreement, the parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary

or desirable in the circumstances to achieve, as closely as possible, the same economic or commercial effect as the original provisions and terms of this Agreement.

61. Save and except as may be specifically mentioned herein, this Agreement supersedes all documents and writings whatsoever (if any) executed or exchanged by and between the parties hereto prior to the execution hereof. The parties hereto hereby confirm, agree and acknowledge that this Agreement represents and comprises the entire agreement between them in respect of the subject matter hereof.
62. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee/s of the Shops / Units / Premises / Apartments, in case of a transfer, as the said obligations go along with the Shops/Units/Premises/Apartments for all intents and purposes.

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

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Entire Property)

All that pieces or parcels of land or ground, and being at Jogeshwari in Greater Mumbai and bearing City Survey No. 31E/2 corresponding to Old CTS Nos. 60 (Part) of Village Bandivali, Taluka Andheri, admeasuring about 23874.40 sq. mtrs. or thereabouts

THE SECOND SCHEDULE ABOVE REFERRED TO:

(The Said Property on which Building No.3, "ARB HEIGHTS" is constructed)

The land / area admeasuring 2840 sq. mtrs., of the said

Property is utilized for constructing Wings "A", "B" and "C" on the piece or parcels of land situate at Jogeshwari in Greater Mumbai and bearing C.T.S. No. 31E/2 of Village Bandivali and the land area admeasuring 685 sq. mtrs. on which the MRM Wing has been constructed being part of the Entire Property more particularly described in the First Schedule hereinabove written in the Registration District and Sub-district of Mumbai Suburban.

THE THIRD SCHEDULE ABOVE REFERRED:
THE SAID SHOPS/UNITS/PREMISES/APARTMENTS

Shops/Units/Premises/Apartments No._____, on the _____ Floor in _____ wing admeasuring _____ sq. ft., equivalent to _____ sq. mtrs., (RERA carpet area), and covered/open parking No. _____ on ground / podium No. _____, open / stilt parking No. _____, Upper / Lower stack parking No. _____ in the Building No.3, known as "**ARB HEIGHTS**" in the complex known as "Hill Park Complex" constructed on land admeasuring 2840 sq. mtrs., on a portion of the said Property described in the Second Schedule herein above forming part of the Entire Property described in the First Schedule herein above.

IN WITNESS WHEREOF, the Parties hereto have hereunto set and subscribed their respective hand and seal the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED]
by the withinnamed "**THE PROMOTERS** "]
M/S. ARB DEVELOPERS]
Through its Partner]
_____]

SIGNED SEALED AND DELIVERED]
by the withinnamed "**THE ALLOTTEE/S**"]
Mr. / Mrs. /Messrs.]
_____]
_____]
Mr. / Mrs.]
_____]
_____]

WITNESSES: -

- 1.
- 2.



RECEIPT

RECEIVED the day and the year first)
 hereinabove written of and from the)
 within named ALLOTTEE/S, the)
 sum of (Rupees _____)
 _____)
 _____ only)
 as and by way of part consideration)
 paid by him/her/them to us.)
 vide Cash/ Cheque No. _____)
 Dated _____ Drawn on _____)
 _____) Rs. _____

WE SAY WE HAVE RECEIVED.
 For **M/S. ARB DEVELOPERS**



Partner/s

WITNESSES :-

1.

2.

PROMOTERS

ALLOTTEE/S



DATED THIS DAY OF 20____

M/S. ARB DEVELOPERS

.. PROMOTERS

TO

MR./MRS./M/S._____

MR./MRS._____

... ALLOTTEE/S

**AGREEMENT FOR SALE OF SHOPS/UNITS
/PREMISES/APARTMENTS NO. _____ ON
_____ FLOOR IN THE BUILDING NO.3
"_____" WING KNOWN AS "ARB HEIGHTS"
VILLAGE BANDIVALI, TALUKA ANDHERI,
MUMBAI-400102**

M/s. Pravin Mehta And Mithi & Co.
Advocates, Solicitors & Notary,
2nd Floor, Rajabahadur Mansion,
28, Mumbai Samachar Marg, Fort,
Mumbai - 400 023.

PROMOTERS

ALLOTTEE/S