

ALLOTMENT LETTER

Date:_____.

To,

Sub: Allotment of Flat No.____ on ____ Floor, ‘ ____’ Wing in ARB HEIGHTS at Building no. 3 on sub plot - A bearing C.T.S. No 31-E/2, Hill Park Complex, Opp. B-2 Tower, Captain Sawant Marg, of Village Bandivali, M.S.D., Mumbai.

Dear Sir/Madam,

This is to confirm and record that, we the undersigned, have agreed to allot you, Flat No.____ on ____ Floor, ‘ ____’ Wing, having total area of____ Sq.Ft. Carpet Area on Total Consideration of Rs.____ (Rupees _____) We acknowledge the receipt of Rs. _____ (Rupees _____.) and the details of the same are as under:

Sr. No	Date	Cheque No.	Drawn on	Amt. (Rs)
1				
2				
3				
Total Amount				
Rupees				

All expenses viz. development charge, stamp duty, Registration charges, Scanning Charges and other incidental expenses, Service Tax & VAT, TDS, GST etc as applicable and/or mentioned in the Agreement will be borne & paid by you. All Deposits, Share money, Maintenance charges and Legal Fees shall be borne and paid by you.

You are requested to confirm the above terms and Condition by Signing on the Right hand side of this Letter of Allotment, as by way of Confirmation of the above.

Yours truly,

For M/s. ARB DEVELOPERS

I CONFIRM

Partner

AGREEMENT FOR SALE

THIS **AGREEMENT FOR SALE** is made and entered into at _____, 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, Building No. 64, Mohammed Ali Road, Mumbai – 400 003 hereinafter called “the Developers” (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;**

AND

MR./MRS./MESSERS _____
_____ having his/
her/their address at _____

hereinafter called “**THE PURCHASER/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 assigns and in the case of the Trust its Trustees for the time being) 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 (Page 2030). Hereto annexed and marked as Annexure-“B” is the copy of the said Notification. 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 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, 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, permission dated 30th March, 2001 (revalidated upto 29th March, 2009) 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/APP dated 19th 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-"A" 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 "A" 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 herein, the Owners have granted development rights to the Developers to construct a building namely building No.3 on a portion admeasuring 2840 sq. mtrs. of the Entire Property in accordance with the scheme sanctioned by the MCGM under the Development Control Regulations (DRC), 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 Developers herein authorizing them to do all such acts and deeds as mentioned therein for the development of the said Property.
- n) By a Deed of Addendum dated 6th February, 2015 to the Development Agreement dated 29th December, 2012, duly registered with sub-registrar of assurances at Mumbai under registration no. BDR-1/1262 of 2015 on 10th February, 2015 the Owners and the Developers recorded therein the amended terms and conditions provided in the hereinbefore recited Development Agreement dated 29th December, 2012;
- o) Pursuant to the said Deed of Addendum, the Owners have also executed an additional Power of Attorney dated 6th February, 2015 duly registered with sub-registrar of assurances at Mumbai under registration no. BDR-1/1263 of 2015 granting additional powers to the said Partners of the Developers.

- p) In view of the execution of the said Deed of Addendum, the Developers 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 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.
- q) Pursuant to the above, the Developers 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 (DRC), for the consideration and on the terms and conditions more particularly set out therein.
- r) 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 Amended Plans is hereto annexed and marked as **Annexure " "**.
- s) 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 " "**.

- t) While sanctioning the plans, the authority has laid down certain terms and conditions to be observed and performed by the Developers and which the Developers shall observe and perform.
- u) A copy of the Title Report dated 1st July, 2006 issued by Sarita G. Dahiwile, Advocate, certifying the title of the Owners is hereto annexed and marked as **Annexure “ ”**.
- v) A Title Report dated _____2016 is issued by M/s. Pravin Mehta and Mithi & Co., Advocates & Solicitors, certifying the rights of the Developers to develop the said earmarked portion of land, being the said Property more particularly described in the Second Schedule hereunder written. A copy of the Title Report dated _____2016 is hereto annexed and marked as **Annexure “ ”**.
- w) The Developers have appointed Mr. Umesh Bhatt as Architect and engaged M/s Hanware Consultants as the Structural Consultant. The Developers shall be at liberty to substitute or change the said Structural Consultant during the course of construction.
- x) The Developers have informed the Purchaser/s that the Developers/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.

- y) The Developers shall develop the said property under the provisions of Regulation 9(II)(b) of the said D.C. Regulation, 1991 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 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 .

- z) 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 Developers 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;
- aa) The Developers have informed the Purchaser and the Purchaser 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-"A" 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.
- bb) The Developers 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"**.

- cc) The Purchaser has approached the Developers for allotment of a Premises, the Purchaser/s being desirous of acquiring a unit in the Free Saleable Building forming part of **"ARB Heights"** has/have requested the Developers to sell to him/her/them/it the Unit/Flat bearing No.____ admeasuring ____ sq. feet (equivalent to ____ sq. mtrs.) (carpet area) (inclusive of the fungible area) ("**said unit**") shown in Red colour boundary lines on the floor plan annexed hereto as **Annexure "G"**, on the ____ floor in ____ Wing and covered/open parking No.____ on podium / stilt / open, 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 Premises**") and more particularly described in the Third Schedule hereunder written.
- dd) Accordingly, at the request of the Purchaser/s the Developers have agreed to sell/allocate and the Purchaser/s has /have agreed to purchase the said premises at or for the total consideration of Rs.____/- (Rupees_____ only) and on the other terms and conditions as appearing hereinafter.
- ee) Prior to the execution of these presents the Purchaser/s has/have paid to the Developers a sum of Rs.____ (Rupees _____ only) as earnest money and the Purchaser/s has/have

agreed to pay to the Developers the balance of the sale consideration in the manner appearing herein.

- ff) A tentative Floor plan is annexed hereto and marked as **Annexure “ ”**. The Developers 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;
- gg) The Purchaser has demanded from the Developers and the Developers have given inspection to the Purchaser of all the documents of title relating to the said land, approvals, the said Agreements including the Development Agreement dated 29th December, 2012 and Deed of Addendum dated 6th February, 2015 and the plans, designs and specifications prepared by the Developers' 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 Purchaser to his satisfaction has inspected all the documents and has understood and agreed to all the clauses of the Development Agreement;
- hh) 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**") the Promoter is required to execute a written Agreement for sale in respect of the said premises agreed to be sold to the Purchaser/s and the parties are therefore, executing these presents which shall

be registered under the provisions of the Registration Act, 1908.

- ii) The terms and conditions agreed upon between the parties are recorded herein below:-

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.
3. The Purchaser/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 Developers have given complete inspection of documents recited herein including the Development Agreement dated 29th December, 2012 and Deed of Addendum dated 6th February, 2015 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 MOFA and also the Rules framed thereunder and the Purchaser/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 and Deed of Addendum dated 6th February, 2015 and that the Purchaser/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 Developers to develop the same and the Purchaser/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 Developers to sell the said premises therein and also in respect of the Developers right to modify / amend the sanctioned plans in respect of the said Properties and the layout plans.

4. The Developers 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 Purchaser with only such variations and modifications as the Developers 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 Purchaser/s hereby agrees to purchase from the Developers and the Developers hereby agree to sell to the Purchaser/s, one **Flat / Shop bearing No.**_____, **admeasuring** ____ **Square metres (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 `____', in the **Building No. 3**, known as "**ARB Heights**" (hereinafter referred to as "The Unit") and covered/open stack parking No.____ on____ podium / stilt / open, 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 Premises**") and more particularly described in the Third Schedule hereunder written, payable as mentioned in clause ____ hereinafter. The fixtures, fittings and amenities to be provided by the Developers in the premises and the said building are those that are set out in **ANNEXURE "____"** annexed hereto.

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

a) Rs._____/ - on booking of the Unit on _____ or before _____, whichever is earlier.

b) Rs._____/ - on or before completion of plinth/or on or before _____, whichever is earlier.

- c) Rs._____-/- on or before completion of 1st slab/or on or before_____, whichever is earlier.
- d) Rs._____-/- on or before completion of 2nd slab/or on or before_____, whichever is earlier.
- e) Rs._____-/- on or before completion of 3rd slab/or on or before_____, whichever is earlier.
- f) Rs._____-/- on or before completion of 4th slab/or on or before_____, whichever is earlier.
- g) Rs._____-/- on or before completion of 5th slab/or on or before_____, whichever is earlier.
- h) Rs._____-/- on or before completion of 6th slab/or on or before_____, whichever is earlier.
- i) Rs._____-/- on or before completion of 7th slab/or on or before_____, whichever is earlier.
- j) Rs._____-/- on or before completion of 8th slab/or on or before_____, whichever is earlier.
- k) Rs_____-/- on or before completion of brick work/or on or before_____, whichever is earlier.
- l) Rs._____-/- on or before completion of plaster (Internal and External) /or on or before_____, whichever is earlier.

m) Rs._____-/- on or before completion of flooring and plumbing/or on or before_____, whichever is earlier.

n) Rs._____-/- remaining before the possession of the said Flat

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.

7. Each of the aforesaid installments of the consideration and all the amounts that are payable as recorded herein, shall be paid punctually, on or before their respective due dates and without any claim or deduction, **Time Being The Essence Of The Contract**, in respect of each such installment of payments. The Purchaser/s confirm/s that no interest in the said Unit is intended to pass or shall be deemed to have passed in favor of the Purchaser/s, till the full payment of the consideration and all other amounts due under this Agreement shall have been fully paid up by the Purchaser/s to the Developers.

8. The Purchaser/s shall, within 7 days of demand in writing by the Developers in respect of the said installments, pay to the Developers the said installments on the respective due dates as aforesaid, time being the essence of the contract in respect of each such installment.

9. The Purchaser is aware that the Government of Maharashtra has announced the amendment to Maharashtra Value Added Tax 2002 making the said Act applicable to sale transaction

contemplated herein by levying 1% value added tax on the contract price of flats mentioned in the Agreement for Sale registered after 1st April, 2010. In compliance of the aforesaid, the Purchaser hereby agrees to furnish to the Developers a demand draft/pay order of Rs. _____/- being 1% on the said purchase price and/or any additional amount (due to enhancement in the percentage of value added tax by Government of Maharashtra on the said purchase price) as the case may be, in favour of the prescribed authority being the amount payable towards value added tax when demanded by the Developers. In addition to the aforesaid installments, the Purchaser/s shall simultaneously therewith also be liable to bear and pay Service Tax and/or other taxes on the said installments as may be applicable. The Purchaser hereby also agrees to pay to the Developers, interest and/or penalty, if any, that may be levied on the payment of the value added tax and or the Service Tax and or any other taxes which may be levied from time to time alongwith the payment of the aforesaid amounts, when demanded by the Developers.

10. The Purchaser/s is/ are aware that as per present statute, Service Tax/ VAT/GST are leviable /applicable on the sale consideration payable hereunder and consequently the amount of each installment payable by the Purchaser/s to the Developers in respect of this transaction shall proportionately increase to the extent of the liability of such taxes. The Purchaser/s hereby undertake(s) to pay the amount of the applicable Service Tax/VAT/GST along with each installment from the effective date with retrospective effect on which the relevant enactment/notification shall/has come into effect and further shall not dispute or object to payment of such statutory dues. The Developers shall not be bound to accept the payment of any

installment unless the same is paid alongwith the amount of Service Tax/VAT/GST applicable thereon and the Purchaser/s shall be deemed to have committed default in payment of amount due to the Developers hereunder if such payment is not accompanied with the applicable Service Tax/VAT/GST. Provided further that if on account of change/amendment in the present statute or laws, statutes, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government GST or any other taxes become payable hereafter on the amounts payable by the Purchaser/s to the Developers in respect of this transaction and/or aforesaid taxes levied is increased on account of revision by Authorities, the Purchaser/s shall be solely and exclusively liable to bear and pay the same. If the same are not paid as aforesaid, the Purchaser shall be liable to pay the same with interest of 18% p.a. before taking possession of the said unit / premises. In case the said taxes are not paid by the Purchaser on or before taking possession of the said unit / premises and/or the said parking space, as the case may be, then in that event, the Purchaser hereby irrevocably authorizes the Developers, and the Developers shall be entitled, to adjust the unutilized amounts from and out of the amounts mentioned hereinabove towards the said taxes payable by the Purchaser. In the event the said unutilized amounts are not sufficient to pay the entire said taxes payable by the Purchaser or the Developers do not adjust the said unutilized amount for payment of the said taxes payable by the Purchaser, then in that event, the Purchaser shall forthwith on demand pay to the Developers the amount payable by the Purchaser in order to enable the Developers to pay the same to the concerned authorities. The Purchaser confirms that adjustment by the Developers of the said unutilized amounts for payment of the said taxes as stated hereinabove will not absolve the Purchaser from

making payments to the Developers to meet the short fall in or the further amounts payable by the Purchaser and the Purchaser shall pay the same without any protest and there shall be a charge on the said premises for such unpaid amounts (without prejudice to any other rights that may be available to the Developers). The Purchaser hereby indemnifies and agrees to keep the Developers indemnified for all times against any loss or damage or penalty or prosecution that may be occasioned to the Developers on account of the Purchaser failing to pay to the Developers on demand the amount payable by the Purchaser towards the said taxes as provided hereinabove.

11. The Purchaser/s shall on or before delivery of possession of the said premises keep deposited with the Developers the following amounts:-

- i) Rs. _____/- towards proportionate development charges as payable by the Purchasers.
- ii) Rs. _____/- for legal charges.
- iii) Rs. _____/- for share money, entrance fee of the society or limited company.
- iv) Rs. _____/- for formation and registration of the society or limited company.
- v) Rs. _____/- Deposit towards electricity meter, water meter.
- vi) Rs. _____/- Deposit towards maintenance and taxes, rates, cess for _____ months.

 Rs. _____/-
 =====

It is agreed by the Purchaser/s that the Developers shall not be liable to render any account for the amounts collected by/ from the Purchaser/s.

12. Until the Building No.3 is completed and respective Society/Societies ` is/are formed and same registered by the Flat Purchaser's and/or until the Flat Purchaser is admitted as a member of the Proposed Society ` (in case only one Society is permitted), the Purchaser shall pay to the Developers such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is determined the Purchaser shall pay to the Developers for residential premises, provisional monthly contribution @ Rs._____ /- per sq. ft. for _____ sq. ft. BUA and @ Rs._____/ - per sq. ft. for _____sq. ft. BUA for commercial premises per month towards the monthly outgoings. The amounts to be paid by the Purchaser to the Developers shall not carry any interest and remain with the Developers until the Society ` is formed and registered in respect of the purchasers of premises in the building comprised in the free sale component of the said Property or till the Purchaser is admitted as a Member of Society (in case only one society is permitted). The Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

13. The Fixtures, fittings and amenities to be provided by the Developers in the said building and the said Flat/premises are those that are set out in **Annexure** _____ annexed hereto and the Purchaser confirms that the Developers shall not be liable to provide any additional amenities and shall not raise any dispute claim or

objection in respect thereof and if the Purchaser desires to affix amenities of his choice the same shall be purchased and fixed by the Purchaser alone at his/her/their cost. No refund of amount shall be given by the Developers or deducted from the installments of purchase price on any account and the said work with prior written permission from the Developers shall be carried out by the Purchaser's contractor simultaneously with and shall be completed before the commencement of exterior and interior painting work.

14. If apart from what is mentioned herein, any further charges are levied by or payment required to be made to any Government Authorities or Local bodies either on the said Property/ Properties or the said building or otherwise, the Purchaser/s on being called upon to do so by the Developers, pay to the Developers his/her share thereof at or before or after taking possession of the said unit as may be required or demanded by the Developers, it being specifically understood that only the Purchaser/s and other Purchaser/s of the Unit/s and/or society are liable to bear and pay the same and Developers in no event or case is liable to pay the same. The Purchaser shall also be liable to pay his share of layout charges payable to the owner and/or the Federal Society and or the Society of the Purchasers as the case may be.

15. It is hereby further expressly agreed that notwithstanding the Purchaser approaches / has approached any Banks / Financial Institutions for availing of a loan in order to enable the Purchaser to make payment of part/balance purchase price in respect of the said Unit / premises to the Developers and mortgaged/mortgage the said unit / premises with such Banks/Financial Institutions (which is to be subject to issuance by the Developers 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 Purchaser to ensure that payment of the part/balance purchase price is made as stated hereinabove and further to repay the entire loan amount to such Banks/Financial Institutions; the Developers shall not be liable or responsible for the repayment of the loan amount or any part thereof to such Banks/Financial Institutions. The Purchaser hereby undertakes to hand over the original registration receipt to the Developers (which will be issued by the concerned Sub-Registrar of Assurances as and when the Purchaser lodges and admits this Agreement for registration), in order to enable the Developers to hand over the original of this Agreement on behalf of the Purchaser to the concerned Banks/Financial Institutions. The Purchaser hereby further expressly agrees that the Purchaser shall not sell, transfer, let out or deal with the said premises in any manner whatsoever without obtaining prior written permission from the Developers as per the provisions contained herein and from such banks/financial institutions (during the pendency of the loan) and the Developers 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 Purchaser to inform the said organization about the lien of such Banks/Financial Institutions and the Developers shall not be liable or responsible for the same in any manner whatsoever. The Purchaser shall indemnify and keep indemnified the Developers and their respective heirs, executors, administrators and assigns from and against all claims, costs, charges, expenses, damages, losses which the Developers 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 Purchaser of the terms and conditions governing the said loan in

respect of the said Unit / premises and the Purchaser hereby agrees and undertakes that the Developers shall have a lien/charge on the said premises towards all the claims, costs, charges or expenses/losses of the Developers and the Purchaser further undertake to reimburse to the Developers all and any of the aforesaid amounts with interest thereon forthwith on demand by the Developers without any delay, default or demur.

16. If the Purchaser/s enters into any financing arrangement with any financial institution in respect of the purchase of the said premises, the Purchaser/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 Developers through an account payee cheque/demand draft/pay order drawn in favour of "M/S. ARB DEVELOPERS".

17. The Purchaser hereby declares that before execution of this Agreement, the Developers have made full and complete disclosure and the Purchaser 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.

18. The Purchaser 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 Developers as aforesaid, the Purchaser with full knowledge thereof entered into this Agreement.

19. The Developers have informed the Purchaser and the Purchaser 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-"A" 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.

20. It is clarified to the Purchasers and the Purchaser/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 premises to be constructed by the Developers in the said Wings A, B and C.

21. The Developers shall cause to be executed 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 and Completion 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 Unit 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 Developers/Owners and their Solicitors / Legal Advisors and shall be executed only after the Developers/Owners have received the full consideration and other amounts receivable by them from various flat /unit purchasers of the buildings constructed and/or to be constructed on the remaining portion of the said Entire Property and / or the said Layout.

22. The Developers 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 premises to the Purchaser, obtain from the concerned local authority occupation and/or completion certificates.

23. The Purchaser has entered into this Agreement with the notice of the terms and conditions of the said hereinabove recited Development Agreement of the said Property between the said Owners and the said ARB Developers, the Developers herein and

the subsequent Deed of Addendum between the said Owners and the said ARB Developers and subject to the terms and conditions imposed by the MCGM and other authorities concerned and also subject to the Developers right to make the necessary amendments, modifications and/or changes in the building plans or the materials and other specifications.

24. The Developers hereby declare that the Floor Space Index available alongwith TDR and Fungible FSI in respect of the said Property on which the said building i.e. (the building and land appurtenant thereto) is to be constructed is 6165 sq.mtrs. plus Fungible FSI only (i.e. Land beneath the building and the area appurtenant thereto).

25. The Purchaser agrees to pay to the Developers interest at 18% per cent per annum on all the amounts which become due and payable by the Purchaser to the Developers under the terms of this agreement from the date the said amount is payable by the Purchaser to the Developers.

26. On the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Developers under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing breach of any of the terms and conditions herein contained the Developers shall be entitled at their own option to terminate this agreement.

27. Provided always that the Power of termination herein before contained shall not be exercised by the Developers unless and until the Developers give to the Purchaser fifteen days prior notice in writing of their intention to terminate this agreement and of the

specific breach or breaches of terms and conditions in respect of which it intends to terminate the agreement and default is made by the Purchaser in remedying such breach or breaches within a reasonable time after the giving of such notice

28. Provided further that upon termination of this agreement as aforesaid, the Developers shall refund to the Purchaser the installments of sale price of the Unit which may till then have been paid by the Purchaser to the Developers but the Developers shall not be liable to pay to the Purchaser any interest on the amount so refunded and upon termination of this agreement and refund of the aforesaid amount by the Developers, the Developers, shall be at liberty to dispose off and sell the said Unit to such person and at such price as the Developers may in their absolute discretion think fit.

29. The Purchaser/s shall take possession of the said unit within 7 days of the Developers giving written notice to the Purchaser/s intimating that the said unit is ready for use and occupation. Upon the Purchaser/s taking possession of the said unit if any structural defect in the said unit or the said wing/s/ building in which the said unit is situated is brought to the notice of the Developers within a period of one year from the date of handing over of the keys to any one of the Purchaser/s, the Developers shall at its cost rectify such defects and if it is not possible to rectify such defects. If however such defect is attributable to the works carried out by the Purchaser/s and/or if the Purchaser/s has/have carried out any structural and/or unauthorized changes in his/her/their/its unit the Developers shall not be responsible and/or liable therefor.

30. The Purchaser shall use the Premises or any part thereof or permit the same to be used for purpose of Commercial/Residential

Activities, as the case may be. He shall use the parking space only for purpose of for keeping or parking the Purchaser's own vehicle.

31. The Purchaser agrees and gives his/her irrevocable consent that the Developers shall have a right to make additions amendments and alterations in the Building plans and/or to the said Buildings or any part thereof for any user or to change the user (excluding the said Unit) including to raise additional storeys or structures on the land or open part or parts on the said Property including on the terrace at any time either before or after transfer of the property and such right shall include the right to use the F.S.I. or the additional F.S.I. which may be available in respect of the said Property or other lands at any time in future or by reason of the State Government permitting to consume more FSI or to make such amendments/alterations in the sanctioned plans as may be permitted by the MCGM or any Authority under D.C. Regulations or the other authorities and such additional structures or storeys or units shall be the sole property of the Developers who shall be entitled to deal with or dispose of the same. The Purchaser shall not be allowed to make use of the terrace and parapet walls of the terrace which will be the exclusive property of the Developers and the Developers shall have the exclusive use of the said terrace and the parapet walls and shall have exclusive right to access thereto to attend any leakage from the terrace and/or to the water tanks on the said terrace or to carry out any repairs. The Developers shall also be entitled to display board and/or hoarding on the parapet walls of the said Property or any part thereof.

32. It is further agreed by and between the parties hereto that the Developers shall on receipt of the total consideration amount and all other amounts due and payable by the Purchaser, the

Purchaser shall be put into vacant and peaceful possession of the Unit. It is further clarified that the Purchaser alongwith other Purchasers may be put into possession of their respective Unit even though the Developers may not have sold or entered into any agreement with Purchaser/s for other Units and the other Units in the said building may be lying vacant and unsold. It is agreed by the Purchaser/s that neither the Purchaser nor any body of Purchasers or the said Society shall claim any payment of taxes/outgoings in respect of such vacant spaces which are unsold and the possession thereof is with the Developers. However, the Developers may pay the same to the authorities concerned directly.

33. On payment of the total consideration amount and all other amounts due and payable by the Purchaser, the Purchaser shall be put into vacant and peaceful possession of the said Premises. The Purchaser shall also bear and pay his proportionate share in respect of the proportionate outgoings, taxes and other amounts payable to the Developers.

34. The Purchaser/s himself/herself/themselves with an intention to bind all into whatsoever hands, the said Unit may come, including any successor/s in-interest of the Purchaser/s, do hereby covenant/s with the Developers as follows:-

- a. To maintain the said Unit (at the Purchaser/s own cost) in good and tenantable repair and condition from the date of taking possession of the said Unit and not do or suffer to be done anything, in or to the Building/s, in which the said Unit is situated which is against the Rules, Regulations or Bye/Laws of the concerned Local Authority and/or Co-operative Society/ Condominium

of Apartment Owners/ Limited Company, as the case maybe, nor shall he/they change/alter the user/ usage thereof or make any addition in or to the said Unit or any part or portion thereof;

- b. Not to store in the said Unit, any goods which are of hazardous or combustible nature or are so heavy as to damage the construction or structure of the Building/s in which the Unit is situated or storing of which goods is objected to by the concerned Local or other Authorities and shall not carry or cause to be carried heavy packages or furniture along the staircases, which may damage or is / are likely to damage the staircases, common passage or any other Structure in the said Building/s including the entrance of the said Building/s and in case any damage is caused to the Building/s or to the said Unit, on account of indulgence/s or default of the Purchaser/s in this behalf the Purchaser/s shall be treated as being liable for the consequences of the breach of this Agreement and shall be liable to pay such amount for the damages caused as the Developers may deem think fit and proper.
- c. To carry out at his/ her/ their own cost all internal repairs to the said Unit and to maintain the said Unit in the same good condition, state and order in which it was delivered by the Developers. The Purchaser/s shall not do or suffer to be done anything in or to the said Unit, which may be contrary to the Rules and Regulations

and Byelaws of the concerned Local Authorities or other Public Authorities.

- d. Not to demolish or cause to be demolished the said Unit or any part or portion thereof, nor at any time make or cause to be made any addition or alteration, of whatever nature, in or to the said Unit or any part or portion thereof nor any alteration in the elevation and outside colour scheme or the building/s in which the said Unit is situated and shall keep the said Unit, sewers, drains, pipes in the said Unit and appurtenances thereto in good and tenantable repair and condition so as to support, shelter and protect other parts of the building/s in which the said Unit is situated and shall not chisel or in any other manner damage columns, beams, walls, slabs or RCC parts or other structural members in the said Unit without prior written permission of the Builder and/or the Society or the Condominium of Apartment Owners or the Limited Company or the Local Authority, as the case may be.
- e. Not to do or permit to be done any act or a thing which may render void or voidable any Insurance of the said property and the said Building/s or any part or portion thereof, or whereby may increase the premium, 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 Unit, in the compound or in any part or portion of the said property and the said Building/s.

- g. To pay to the Developers on demand by the Developers, his/ her/ their share of Security Deposit, demanded by concerned Local Authorities or Government for giving Water, Electricity or any other Service Connection to the said Building/s and/or the said Unit.
- h. To bear and pay all increases in local Taxes, Water charges, Insurance and such other Levies, which are imposed by the concerned Local Authorities and/or the Government and/or other Public Authorities, in respect of the said property and/or the said Unit.
- i. The Purchaser/s shall observe and perform all Rules and Regulations, which the Common Organization may adopt at its inception and additions, alterations or amendments thereof which may be made, from time to time, for the protection and maintenance of the said Building/s and Units therein and for the due observance and performance of the Rules, Regulations and Bye-Laws for the time being of the concerned Local Authorities and of the Government and other Public Bodies. The Purchaser/s shall also observe and perform all stipulations and conditions, laid down by the Common Organization regarding the occupation and use of the Units in the Building/s and shall pay and contribute regularly and punctually, towards taxes, expenses or other outgoings, in accordance with terms of this Agreement.
- j. The Purchaser/s shall, permit the Developers and their Servants and Agents, whether with or without workmen

and others, at all reasonable times, to enter into and upon the said Unit and/or Building/s or any part or portion thereof, to view and examine, the state and condition thereof.

- k. The Purchaser/s shall not sell and transfer the said Unit or the benefit of this Agreement and/or shall not create any third party rights, without the prior written consent of the Developers. The Purchaser/s shall comply with all the terms and conditions which the Developers may stipulate in this regard.
- l. The Purchaser/s shall not let, sub-let, transfer, assign or part with the said Unit interest or the benefit under this Agreement or part with possession of the said Unit or any part or portion thereof, until all the dues payable by the Purchaser/s to the Developers under this Agreement are fully paid up and only if the Purchaser/s had not been guilty of breach of Non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has/ have first obtained consent, in writing, from the Developers in that behalf.
- m. The Purchaser/s shall not ask for any partition, and/or division of his/ her/ their right in the said Unit and/or the said Building/s, in which the said Unit is situated and/or of the said property and/or shall not ask for independent rights in the said Building/s and/or in the said property and/or any independent Agreement or any other Agreement/s of the said Unit.

- n. The Purchaser hereby undertakes that Purchaser will not carry on any illegal business/profession in the said unit agreed to be purchased and further agrees and undertakes that he himself or through his nominee/tenant/occupier shall not carry on any such business/profession which may be illegal/antisocial/anti-national etc., which may tarnish the reputation of the Developers and cause nuisance to neighbouring said unit holders or to the Society/Condominium of Apartment Owners/ Limited Company. It is understood that in the event of the Purchaser carrying on any such illegal business/es in the said unit whether directly or indirectly through his/her/their agent or tenant, the Developers shall be entitled to cancel this agreement in the interest of public, peace and tranquility and have the Purchaser evicted from the said unit.
- o. The Purchaser shall observe and perform all the rules and regulations which the society/limited company/ Condominium of Apartment Owners may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the said building and the premises therein and for the observance and performance of the building rules and regulations and bye-laws for the time being of the concerned local authorities and Government and other public bodies. The Purchaser shall also observe all the stipulations and conditions as laid down by the Developers/society/limited company/Condominium of Apartment Owners regarding the occupation and use

of the premises in the building and shall pay and contribute regularly and punctually towards taxes, expenses and other outgoings payable by him in accordance with the terms of the agreement.

- p. In case there is increase in the cost of building materials, such as steel, cement, sand, bricks, metal, labour, etc., in such event the Developers shall be entitled to recover the proportionate cost as and by way of escalation.
- q. The Purchaser shall not make any extension to the flat by covering the chhajja provided by the Developers and shall also not put any grill of their choice. The intention being that the lay out of the building has to be maintained and the design will be selected by the Developers who in turn provide the name of the person making the grills and the Purchaser will approach the same person for the purpose of getting the grills made at their costs. The Purchaser/s shall pay, when called upon, the Value Added Tax or any tax of similar nature or service tax or any other tax in respect of his/her/their unit/s as may be imposed by the Central Government and/or any State Government and/or local authorities.
- r. If any charges are levied by or payment required to be made to any Government Authorities or Local bodies either on the said property or building or otherwise, the Purchasers on being called upon to do so by the Developers, pay to the Developers his/her share thereof at or before or after taking possession of the said flat as may be required or demanded by the

Developers, it being specifically understood that only Purchaser and other acquirers of premises and/or society are liable to pay the same and Developers in no event or case are liable to pay the same.

- s. The Unit purchaser/s hereby agree that Staircase, Meter Room, Passages, lift, Entrance Hall etc. will be common area and used by all the common people.

35. The Unit Purchaser hereby expressly consents to the Developers/Owners redesigning any building or buildings or relocating the recreation area of internal roads R.G. and passage and such other area or areas in the property which the Developers/Owners may desire to modify and redesign and if the building in which the Unit Purchaser/s have agreed to acquire the premises is completed earlier than other wings/buildings in the said property/amalgamated property/adjacent property, then the Unit Purchaser/s confirm that the Developers/Owners will be entitled to utilize any F.S.I. and/or T.D.R. which may be available to use on the said property or any part thereof or the amalgamated Property or any adjoining property or properties as the case may be and only after the entire building as set out herein is completed and the F.S.I. available and/or T.D.R. permissible by Municipal Corporation or any other Authority on the said property and/ or the Entire property is duly utilized by the Developers/Owners and the amount/s receivable by the Developers/Owners are received and all the obligations required to be carried out by the Unit Purchaser/s therein are fulfilled by them, and Occupation Certificate and Completion 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 Unit holders of the various Buildings / Wings constructed / to be constructed on the said Entire Property / Layout 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 Developers/Owners shall be bound and/or be called upon by the Flat Purchasers or required to form any Co-operative Society, Limited Company or Condominium of Apartments, as the case may be, and the Unit Purchaser/s agree and irrevocably consent not to raise any demand or dispute or objection in that behalf.

36. If Floor Space Index (F.S.I.) in respect of the said property described in the Second Schedule hereunder written is being increased by virtue of any law or legislative enactment or otherwise, the benefit of such increase in the F.S.I. shall belong to the Developers/ the Owners only. The Developers/Owners shall be entitled to put up additional structures on the said property/Entire Property either by way of putting up additional floors on the building/buildings to be constructed as aforesaid or by putting up a new structure on the said property/ properties as per the permission of the Municipal Corporation of Greater Mumbai and/or other authorities concerned, irrespective of whether or not the Conveyance in respect of the said Entire property shall have been executed in favour of a Co-operative Housing Society or the Limited Company or an association of tenements/shop/unit acquirers in order to enable the Developers to put up such additional construction work. The Purchaser and/or the Promoter or the Developers/Owners appointed for the formation of the Co-operative Society or the Limited Company or the Association of Flat Owners shall give all such facilities as may be necessary such as

storage of material and/or allowing access to Labourers, Contractors etc. on the said property for the purpose of Construction, etc. and shall sign the Plans for additional construction work as may be required by the Developers/Owners to be submitted to the appropriate authorities for sanction thereof. It is hereby specifically agreed that the Flat Purchasers and the other Acquirers shall get this clause ratified by the Co-operative Society or the Limited Company or the Association of Apartment Owners by passing the appropriate resolution in that behalf and irrespective of such resolution is passed or not these rights of the Developers/Owners shall remain unfettered or unchallenged.

37. The Flat Purchaser hereby agrees and binds himself/ herself/ themselves to pay to the Developers on possession or to the said Society when formed, as the case may be, such amounts as non-interest bearing deposit or otherwise as may be required to be paid in respect of Electricity meter deposit, water meter charges, deposits and similar other deposits/ disbursements as and when demanded by the Developers and the same shall be borne and paid by all the Purchasers of the Flat in proportion to the respective area of the Flat.

38. The Purchaser/s shall take possession of the said Unit within seven (7) days of the Developers intimating to the Purchaser/ that the said Unit is ready for use and occupation.

39. In so far as it does not in any way prejudicially affect the rights of the Purchaser/s in respect of the said Unit, the Developers shall be at liberty to sell, assign, transfer or otherwise deal with their rights and interest in the said property/Properties or in building/s to be constructed thereon. Provided that in such event, the Purchaser/s herein and/or Assign/s of the Developers, shall continue

to be bound in all respects by the terms and conditions set out in this Agreement.

40. The Developers may complete the said building/s or any part thereof or floor and obtain part occupation certificate thereof and give possession of premises therein to the acquirers of such flats/premises and the Purchaser/s herein shall have no right to object to the same and will not object to the same and the Purchaser/s hereby gives his specific consent to the same. If the Purchaser/s takes possession of premises in such part completed and/or floor or otherwise the Developers and/or its Agents or Contractors shall be entitled to carry on the remaining work including further and additional construction work in the said property including the building in which the said flat is situated. The Purchaser/s hereby grant full rights to the Developers to construct additional floors or structures in the manner the Developers 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 Developers deem fit. The Purchaser/s is aware that such construction will cause inconvenience to the Purchaser/s, and agrees and assures to the Developers that the Purchaser/s shall not protest, object to or obstruct the execution of such work nor the Purchaser/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 Purchaser/s shall co-operate with the Developers in further construction at the said property and the said Entire Property. The Developers are at liberty to amend and/or modify the plans.

41. The Developers have informed the Purchaser that the Purchaser/s is/are aware that the said property described in the

Second Schedule hereunder written is a part of the said Entire Property described in the First Schedule hereunder written which in turn may form part of the amalgamated Properties/ said layout and of the composite lay out of the proposed buildings to be constructed on the amalgamated Property. It will not be permissible to sub-divide the said Entire property and/or the amalgamated Property and execute a conveyance of the respective buildings in favour of the respective Societies. The Developers shall, therefore, as mentioned in Clause Nos. ____ and ____ hereinabove, cause the Owners to execute a Deed of Conveyance transfer deed of building in favour of the federation of the said Societies whereunder each of the Society shall be entitled to the F.S.I. consumed in each building together with the benefit of common amenities and facilities mentioned under the said layouts including the internal roads, gardens and open spaces, etc. The federation may execute a lease in perpetuity in favour of each of the Society in respect of the buildings and the land beneath and appurtenant thereto. Thus, the ownership of each Society shall be to the extent of the F.S.I. consumed in each building together with the obligation of bearing the proportionate cost of common amenities and facilities of the lay out including the maintenance thereof. .

42. The Purchaser/s hereby declare that they have no right in respect of floor space index (F.S.I.) sanctioned by the local authority in respect of the said property and any other floor space index (F.S.I.) that may be sanctioned in future and be utilised for the development of the said property till formation of the society and execution of conveyance whichever is later. The Purchasers further confirm that the Purchaser/s has/have No Objection and hereby give his/her/their irrevocable consent to the Developers for utilising additional FSI available either by way of any amendment or

modification in the prevailing building rules and regulations on the said property to be developed by the Developers and that the Purchaser/s shall have no right on such additional area or any part or portion thereof and that the same shall be at the disposal of the Developers. The Purchaser hereby irrevocably grants permission to the Developers to fully develop the said property in the manner the Developers deem fit to develop and the Purchaser shall fully co-operate the Developers in fully developing the said property.

43. It is only on complete development of the said entire property and the Amalgamated Property and on completion of the total project, including the rights to use and consume Transfer of Development Rights (TDR) or any other benefits and advantages of any other plots on the said property/Entire Property and to sell and dispose of all Units including T.D.R. duly developed and receive sale proceeds thereof, the Developers, at their sole discretion, shall cause the Owners to form an Organization, which may either be a Co-operative Society or a Condominium of Apartment Owners or a Limited Company (for the sake of brevity a **“Common Organization”**), amongst the various Unit holders of the said Building/s constructed on the said Entire Property and the Purchaser/s herein, and/or any other Purchaser/s of Units, shall not decide, the form of an Organization to be formed.

44. The Developers shall in respect of any amount remaining unpaid by the Purchaser/s under the terms and conditions of this Agreement, shall have the first and paramount lien and/or a charge on the said Unit agreed to be purchased by the Purchaser/s. Provided further that the same shall be applicable, even if the Purchaser/s while creating a Charge and/or Mortgage on the said Unit, has/ have taken any Loan from a Bank and/or a

Financial Institution and Developers shall have a priority over the Charge of the Bank and/ or the Financial Institution, as the case may be.

45. In the case of sale of Units after the formation of the Common Organization, the Purchaser/s of all such Units, shall be admitted by the Organization as Members of the Organization, which may be formed, with the same rights, benefits and subject to the same obligations, as those of the other Purchaser/s without any reservation or conditions or any other payments save and except normal Entrance Fee, Share Money and other Moneys Paid by all the Purchaser/s, at the time of formation.

46. The Developers have informed the Purchaser/s, which the Purchaser/s hereby agree/s and confirm/s that after giving possession of various Units, to the prospective Purchaser/s thereof, the Developers shall be liable to pay only Municipal Taxes after deducting the vacancy allowances, in respect of the unsold and/ or unallotted Flats/Shops in the said Building/s and shall not be liable to pay Maintenance and all other Charges, of any nature whatsoever, of the said unallotted / Unsold Flats/Shops. The Purchaser/s and/or the Organization which may be formed, amongst various Unit holders of the Purchaser/s, shall not call upon the Developers, to pay maintenance and/or any other charges in respect of the said unit. It is further agreed that the Developers shall pay directly, Municipal Taxes of the said unit to the MCGM, provided there is a separate Assessment or otherwise, the Purchaser/s and/or the Ad hoc Committee of the Common Organization when they receive Bills of Municipal Taxes of the entire Building and/or Units, as the case may be, shall intimate in writing, to the Developers, requesting them to pay Municipal Taxes

after deducting the vacancy allowances of the said unsold Flats/Shops, which shall be paid by the Developers.

47. In the event of the society being formed and registered before the assignment/allotment/sale and/or disposal by the Developers of all the units, 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 premises holders and the purchaser of units and other spaces and car parking spaces, shall be subject to the overall authority and control of the Developers in respect of any of the matters concerning the said building the construction and completion thereof and all amenities pertaining to the same and in particular the Developers shall have absolute authority and control as regards the unsold/unassigned premises, stilt, terraces, compounds, other spaces, hoardings and car parking spaces and the disposal thereof. The Developers shall be liable to pay only the Municipal taxes, at actual (after deducting the vacancy allowances, etc), in respect of the unsold premises, hoarding spaces and/or unallotted/unassigned car parking spaces and unallotted/unassigned terraces. In case the conveyance is executed in favour of the co-operative society before the disposal by the Developers of all the premises, then and in such an event, the Developers shall join in as the Developers/members in respect of such unsold premises and as and when such premises are sold to the persons of the choice and at the discretion of the Developers, the Co-operative Society shall admit as members the purchaser of such premises 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 Purchaser/s without any reservation or conditions or any other payments save and except normal Entrance Fee, Share

Money and other Moneys Paid by all the Purchaser/s, at the time of formation.

48. The said Building is expected to be completed and possession of the said Unit is expected to be handed over on or before _____ and/or obtaining the Occupation Certificate unless prevented by or due to any act of God or Force Majeure reasons or Riots or Labour Trouble or any Litigation or any objection of the Municipal or other Authorities or for any reason or circumstance whatsoever, which substantially effects or alters, the time herein contained or which are beyond the Developers' control and in such an event, the time for completion of the building/s and delivery of possession of the said Unit shall automatically be extended for such further period or periods of time, as the Architects of the Developers may determine. In any case the Purchaser/s shall not be entitled to claim any damages or otherwise an account of delay or default, in giving possession of the said Unit.

49. The Developers shall be entitled to a reasonable extension of time for keeping the said Unit ready for occupation on the aforesaid date if the completion of Building in which the said Units are to be situated is delayed on account of:-

- a. Non-availability of Steel, Cement, other Building materials, Water or Electricity supply.
- b. Any notice, order, rules, notification of the Government and/or other public or competent authority; or
- c. Changes in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the project; or

- d. War, Civil commotion or acts of God.
- e. Any Notice, Order, Rule, Notification of the Government and/or other Public or Competent Authority, Court or Tribunal, any Quasi-Judicial Body or Authority.
- f. Delay in getting Occupation Certificate, Completion Certificate and permissions from BMC & other Authorities.
- g. Non-payment and/or delay in payment by the Purchaser/s of the balance amount of the agreed consideration, as payable in installments on the due dates as stated hereinabove to the Developers.
- h. Force Majeure circumstances or conditions or other causes beyond the control of or unforeseen by the Developers, including strikes or other agitation by the workers, Employees or labourers of the Developers or other Contractors or suppliers.

50. The rights hereby reserved by the Developers shall be available to them till the entire project is completed in all the respects by the Developers and declared by the Developers as completed.

51. Notwithstanding anything inconsistent or to the contrary contained herein, it is specifically agreed between the parties hereto and the Purchaser/s is/are aware that the Owners will be entitled to and shall have an absolute right to construct new or additional structures or any addition to the structures existing for the

time being on the said property other than the earmarked portion of the said property being developed by the Developers inter alia for utilizing thereon any additional Floor Space Index (FSI) which is or which may hereafter become available to the Developers including on account of the Developers/the Owners acquiring Transferable Development Rights (hereinafter referred to as "TDR") or to which the Developers shall or may hereafter become entitled in respect of any other properties under the Development Control Regulations for the time being in force. The Owners shall also be entitled to from time to time, to make additions or alterations or variations or modifications in the said layout of the said property/properties excluding the said earmarked portion of property in order to utilize or avail the said F.S.I. which may be available as mentioned herein.

52. The Developers shall have the right to give for the purpose of advertising open space in the said property including on the terrace and side walls either by putting up support and/or by using the compound walls for the purpose on such terms and conditions as the Developers may desire. The said right shall continue to subsist even after the said Entire property is transferred to the Society or to the Limited Company or similar organization as the case may be and the said right shall also be incorporated in the final Deed of Conveyance of building. The Purchaser/s herein shall not be entitled to object to the same for any reason whatsoever and shall also allow the Developers their agents, servants etc., to enter into the portion of the said lands for the purpose of putting and/or removing such advertisement.

53. On completion of the said Building/s the Purchaser/s along with other Purchaser/s of Flat/Shops in the Building/s shall join in

forming and registering the Co-operative Society / Societies or the Condominium of Apartment Owners or the Limited Company, as the case may be, and Purchaser/s shall, from time to time sign and execute the application for registration and/or Membership and other papers and Documents necessary for the formation and registration of the Society or Condominium or Limited Company and for becoming a Member thereof, including the bye-laws of the proposed Society and duly fill in, sign and return to the Developers within seven (7) days of the same being forwarded to the Purchaser's under Section 10 of the said Act. If any changes or modifications are made in the draft bye-laws or Memorandum and/or Articles of Associations, 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, the same shall be applicable.

54. All Notices to be served on the Unit Purchaser/s, shall be deemed to have been duly served if sent to the Purchaser/s by Registered Post A.D. or Under Certificate of Posting or any other mode at his/her/their address specified below:-

55. This Agreement is subject to the provisions contained in The Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963, or any Amendments or Re-enactment or substitution by any other act, for the time being in force or any other provisions of Law applicable thereto.

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

57. The Unit Purchaser/s hereby confirms and declares that prior to the execution of this Agreement, the Purchaser/s has perused and understood the contents of this agreement and thereafter agreed to purchase the said Unit and execute this agreement and all the consents which are given under this agreement are irrevocable and specific and shall be treated as the consents given as part of this agreement and also consents given separately independent of this Agreement and the said assurances and commitments on the part of the Purchaser/s shall not dispute the same.

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

59. The Unit Purchaser/s shall from time to time sign all applications, papers and documents, and do all such acts, deeds, matters and things as the Developers and/ or the Society may require for safeguarding the interest of the Developers and/ or the Unit Purchaser/s and the other Purchaser/s of the said premises in the said building.

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

61. The Purchaser/s shall at his/ her/ their own costs and expenses including the payment of Stamp Duty and Registration Charges, lodge this Agreement for registration with The Concerned Sub-Registrar of Assurances, within the time limit prescribed by Law and forthwith inform the Developers the Serial Number under which the same is lodged, to enable the Developers to admit execution of the same.

62. The Purchaser/s shall be liable to bear and pay all taxes such as Sales Tax, VAT, Service Taxes, Excise Duty, or any Tax, Cess, levy or any Government liability arising out of the Agreement etc. in respect of his/her/their unit/s which may be imposed by the State and/ or Central Governments, from time to time whether imposed prospectively or retrospectively.

63. The Permanent Account Number (PAN) of the Developers i.e. M/s. ARB Developers is _____

The Permanent Account Number (PAN) of the Purchaser/s

Mr./ Mrs. /Messrs. _____

Permanent Account Number (PAN) _____

Mr./ Mrs. /Messrs. _____

Permanent Account Number (PAN) _____

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 FLAT/UNIT

Flat No.____, on the _____ Floor in wing _____ admeasuring _____ sq. ft. (carpet area, equivalent to _____sq. mtrs, i.e. _____ sq. ft. built up area equivalent to _____ sq. mtrs built up area in the Building No.3, known as "ARB Heights" in the complex known as "Hill Park" 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 DEVELOPERS"]
M/S. ARB DEVELOPERS]
In the presence of]

SIGNED SEALED AND DELIVERED]
by the withinnamed THE PURCHASER/S]
Mr./ Mrs. /Messrs]
-----]
-----]
In the presence of]

RECEIPT

RECEIVED the day and the year first)
hereinabove written of and from the)
withinnamed PURCHASER/S, the)
sum of Rupees _____)
_____)
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

WITNESSES :-

- 1.
- 2.

DATED THIS DAY OF 2016

M/S. ARB DEVELOPERS
 .. DEVELOPERS
 TO

MR/MRS/M/S. _____
 ... PURCHASERS

**AGREEMENT FOR SALE OF
FLAT/SHOP/UNIT IN THE BUILDING
NO.3 WING “___” KNOWN AS “ARB
HEIGHTS” VILLAGE BANDIVALI,
TALUKA ANDHERI, MUMBAI-4000____.**

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