

THIS ARTICLE OF AGREEMENT is made and entered into at
Mumbai, this _____ day of _____,

BETWEEN

M/s SAPTRISHI INFRACON LLP registered under the provisions of
Limited Liability Partnership Act, 2008 duly amended and having its
registered office at 403, Dr. Ambedkar's Teachers building, Plot No. 33,
Sector-2 Charkop, Kandivali, Mumbai – 400 067 by the hand of its
Authorised Partners 1) Mr. **AMIT A. PARAB** and 2) Mr. **VITAL V.**
TAKATRAO, hereinafter called “**the DEVELOPERS**” (which expression
shall unless it be repugnant to the context or meaning thereof mean and
include its successors and assigns) of the **FIRST PART**.

AND

VISHAL PANT NAGAR CO-OPERATIVE HOUSING SOCIETY LIMITED a Co-operative Society duly registered under the Maharashtra Co-operative Societies Act, 1960 bearing No. BOM/HSG/3693 of 1972 and having its Registered Office at Building No. 105/3159, Pant Nagar, Ghatkopar (East), Bombay 400 075, hereinafter called as the “**Said SOCIETY**” (which expression shall unless it be repugnant to the context or the meaning thereof be deemed to include its successors and assigns) by the hands of their duly constituted attorneys **Mr. Amit A. Parab and Mr. Vital V. Takatrao** authorized partners of **M/s. Saptrishi Infracon**, empowered by the duly registered Power of Attorney dated 05/07/2017 registered with the Sub-Registrar of Assurances, Kurla under serial no. KRL1-6675-2017 hereinafter called and referred to as “**PROMOTERS/SOCIETY**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its existing members, managing committee members, office bearers, executors, successors, administrators and permitted assigns) of the

SECOND PART

AND

Mr./Mrs./M/s. _____

of _____, PAN No. _____,

Adults, Indian Inhabitant, having his / her / their address at _____

herein after called the “**ALLOTTEE / PURCHASER /S**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, his/her/their heirs, executors and administrators) of the OTHER PART;

WHEREAS

The Promoters/Society is absolutely seized, possessed and sufficiently entitled to all that piece and parcel of land together with a building standing thereon known as Building No.135 consisting of 16 tenements held and occupied by 16 members, admeasuring WHEREAS the said Society is seized, possessed and sufficiently entitled to all that piece and parcel of land together with a building standing thereon known as Building No. 135, admeasuring Approx.519.26 Mtrs. bearing Survey No. 236-A and C. T. S. No. 5707, F.P. No. 281 situated, lying and being at Village Ghatkopar-Kirol, Taluka Ghatkopar, Pant Nagar Ghatkopar (East), Mumbai - 400 075, the total BUA use by existing tenants is 637.44 sq. mtrs. in the Registration Sub-District of Mumbai Suburban District. WHEREAS the said Building No.135 was constructed in or about the year 1980 by the Maharashtra Housing Board and after the establishment of the Maharashtra Housing and Area Development Authority (MHADA) the right, title and interest in respect of the said Building No. 135 and the land underneath and appurtenant thereto came to be vested in the said MHADA;WHEREAS the said MHADA has conveyed its right, title and interest in respect of the said Building No. 135 and the land underneath and appurtenant thereto, by a Sale Deed Dated 19/02/1991 and Lease Deed dated 19/02/1991, and both duly registered with the Sub-Registrar of Assurances, Kurla, MHADA sold and conveyed to the said Society inter alia the old building bearing Nos. 135 having ground and 3 upper storied, which is more particularly described in the Schedule hereunder (“said Old Building”). AND WHEREAS in the premises, the Society is the Lessee of the said Land and

is the owner of the said Old Building. AND WHEREAS the said Land and the said Old Building is hereinafter collectively referred to as “**the said Property**”. AND WHEREAS a copy of the City Survey Property Register Cards in respect of the said Land is annexed hereto as **Annexure III** hereto wherein it is seen that only the name of MHADA has been entered as the holder of the land and the name of the said Society has not yet been entered as the lessee of the said Land. AND WHEREAS in the said Old Building at present there are 16 flats which are held and occupied by the Members herein who are all bonafide members of the said Society, and as such members of the said Society, they are in use, occupation and possession of their respective flats in the said Old Building, as per the particulars given in the Second Schedule hereunder written. AND WHEREAS the said Old Building were constructed in the year 1963 and hence the Members were keen to demolish and reconstruct the said Old Building as per the provisions of the Development Control Regulations 1991 (“DC Regulations”) by utilizing the available F.S.I in accordance with Regulation 33(5). AND WHEREAS the said Society are desirous of developing the said property by demolishing the existing building and constructing thereon a new building through a competent Developer. hence the said Society hereby declares and undertakes that they have not entrusted conclusive agreements of giving rights of redevelopment of the said Property or have executed agreement for redevelopment in favour of any other developer and the Developers herein shall have exclusive right, title and interest in respect of the redevelopment of the said Property. AND WHEREAS the Members have unanimously decided to appoint the Developers herein to undertake redevelopment of the said Property.

AND WHEREAS all the members of the said Society occupying the premises in the said Old Buildings are joining in execution of this Agreement in order to confirm the grant of the development rights in respect of the said Property to the Developers.

AND WHEREAS the said Society has represented to the said Developers that it has not entered into any similar agreement / arrangement

for redevelopment of the said property with any other person/s or Developer/s whosoever and that it is well and sufficiently entitled to the said property and the entire permissible FSI in respect of the same as per the guidelines of modification and regulation of 33 (5) of DCR and the Developers after verifying the claims of the said Society, have shown their willingness for the Redevelopment of the said property;

AND WHEREAS in consideration of the said Developers redeveloping the said property as agreed herein, the said Society has decided to allow them to consume the balance FSI / additional FSI / Fungible FSI / Pro rata for the construction of additional tenements on the said property as per the present policy, to be sold to prospective buyers for their personal gain;

AND WHEREAS all the members of the said Society have unanimously approved the proposal of redevelopment given by the said Developers with certain modifications and have agreed to sign individual agreements and other writings as and when called upon to do so by the said Society and / or the said Developers;

AND WHEREAS both the parties have decided to record the terms and conditions finalized between them, in respect of the redevelopment of the said property into writing, which terms and conditions are appearing hereunder, in this presents;

Accordingly by a Registered Development Agreement dated 05/07/2017 executed by and between the said Promoters/Society therein referred to as the Society of the One Part, 16 individual members therein referred to as the Members of the Second Part and the Promoters/Developers therein referred to as the Developers of the Third Part, the said Promoters/Society granted to the said Promoters/Developers the development rights in respect of the said entire property and the Members of the said Promoters/Society confirmed the same. The said Development Agreement dated 05/07/2017 was duly registered with the Sub-Registrar of Assurances, Kurla-1 on dated 05/07/2017 under serial no.KRL1-6674-2017.

(a) The Promoters/Society have also executed and registered a consequential Power of Attorney dated 05/07/2017 in favour of the Promoters/Developers empowering the Promoters/Society to execute and register these presents for and on behalf of the Promoters/Society. The said Registered Power of Attorney dated 05/07/2017 was duly registered with the Sub-Registrar of Assurances, Kurla-1 on under serial no. KRL1-6675-2017.

(b) The Promoters/Society under the said Registered Development Agreement dated 05/07/2017 has in consideration of the Promoters/Developers re-developing the said entire property of the said Promoters/Society by constructing a new building thereon, the said Society granted to the Promoters/Developers rights to construct additional tenements on the said entire property and to sell and dispose off the additional tenements in the open market to prospective buyers and in lieu thereof to receive the consideration in respect of the sale of such additional tenements to such prospective purchasers.

(c) Upon execution and registration of the said Registered Development Agreement dated 05/07/2017, as above the said Promoters/Society handed over to the Promoters/Developers above named, the vacant and peaceful possession of the said property described in the **First Schedule** hereunder written.

(d) The Promoters/Developers after obtaining all the requisite NOCs and permissions and sanctions got the plans for the development of the said property described in the First Schedule hereunder written sanctioned from the authorities of Mumbai Municipal Corporation and obtained IOA bearing No.EE/BPCell/GM/MHADA-1/447/2020 dated 08th January, 2020 and C.C. bearing No.MH/EE/(BP)/GM/MHADA-1/447/2020/CC/1/NEW dated 29th October,2020 Hereto annexed and marked **Annexure -1** is a copy of the said IOA dated 08/01/2020 and **Annexure -2** is a copy of the said C.C. dated 29/10/2020.

(e) The Promoters/Developers have retained the originals of the sanctioned plans with IOA AND CC and all other relevant documents, papers and writings at their Registered Office for inspection and that the Allottee/Purchaser/s has/have already taken inspection of the same and has/have obtained copies thereof from the Promoter/Developer.

(f) S.T. Borkar, Advocates & Solicitors, have certified the title of the Promoters/Society, dated 01/01/2020.The owners to the said property described in the First Schedule hereunder written as clear, marketable, free from all encumbrances and reasonable doubts. Hereto annexed and marked **Annexure-3** is a copy of the said title certificate dated 01/01/2020 along with the relevant 7/12 extract, property cards and other mutation entries showing the title of the Promoters/Society to the said property described in the First Schedule hereunder written.

- (g) The Promoters/Developers have engaged the services of M/s Shelter Associates , Architects and have entered into a standard Agreement as prescribed by the Council of Architects with them and SSSCON, the R.C.C. Consultant, for obtaining the sanction of the plans and for supervision of the construction and structural work, etc. and have accepted their services as their consultants for the supervision and completion of the development work.
- (h) The Promoter/Developers are in possession of the project land and are entitled and enjoined upon to construct the proposed building on the project land in accordance with the recitals hereinabove.
- (i) The authenticated copies of the sanctioned plans as approved by the Mumbai Municipal Corporation in accordance of which the Promoter/Developer shall carry out the construction of the proposed building has been annexed hereto and marked as **Annexure-4**.
- (j) The Promoter/Developer have commenced the construction upon the project land a building comprising of stilt plus 16 upper floors, 1 wing/s and no basement/s, to be known as “**Shree Balaji Saptarshi Tower**” and have started selling, transferring and disposing of flats / premises / garages/ stilt parking/ basement parking space/ mechanized parking slots in the development of the said property under the provisions of Real Estate Regulation (Regulation and Development) Act, 2016, and the Rules framed thereunder from time to time.

(k) The Allottee/Purchaser/s hereby declare/s and confirm/s that he/she/they has/have entered into this Agreement, after reading and having understood the contents of all the hereinbefore recited, Agreements deeds, documents, writings and papers, and all disclosure made by the Promoters/ Developers to the Allottee/Purchaser/s and with full knowledge and information thereof, and subject to the terms, conditions and stipulations imposed, or which may hereafter be imposed by the MHADA and all other concerned Government bodies and/or authorities, and also subject to the Promoters/ Developers right to make the necessary amendments, variations, modifications and/or changes therein, and their right to use, utilize, consume and exploit the entire balance and /or additional Floor Space Index (hereinafter referred to as F.S.I.) Available on the said properties, as also the entire benefit of any other and/or further FSI that may be available to the Promoter/Developer under the Scheme of Transfer of Development Rights (TDR) and/or under any other scheme as may be permissible under any law and/or statute.

(l) The Allottee/Purchaser/s has/have accordingly approached the Promoters/Developers to allot, sell and transfer a residential flat No. _____ on the _____ floor, of the said Building known as “ **Shree Balaji Saptarshi Tower**” admeasuring about _____ Sq.ft. (Carpet area) alongwith _____ car parking space in the stilt/ mechanized parking slot / in the basement of the said building

“**Shree Balaji Saptarshi Tower**” in the development of the said property more particularly described in the First Schedule hereunder written.

- (m) The Allottee/Purchaser/s has/have demanded from the Promoters/Developers and the Promoters/Developers have given inspection to the Allottee/Purchaser/s of all the documents of title relating to the Said Land and the plans, designs and specifications and such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “the Said Act”) and the Rules and Regulations made thereunder.
- (n) The carpet area of the Said Residential flat is_____ square meters (i.e _____square ft.) “carpet area” means the net usable floor area of an Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said premises for exclusive use of the Allottee/Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said premises for exclusive use of the Allottee/Purchaser/s, but includes the area covered by the internal partition walls of the said premises. (The above mentioned carpet area is calculated as per the clarification issued by the Maharashtra Real Estate Regulatory Authority vide no. MAHARERA/SECY/file no. _____ dated _____ having circular no. _____). However it is expressly made it clear that while calculating the consideration of the said premises, the area of Column and Share Walls are not taken into considerations.

- (o) The Promoters/Developers have registered the project under the provisions of Real Estate (Regulation and Development) Act, 2016, with Real Estate Regulatory Authority as prescribed under the said Act at _____ on Dated _____ and the registration number for the same is _____.
- (p) Prior to the execution of these presents the Allottee/Purchaser/s has/have paid to the Promoters/Developers a sum of Rs. _____/- (Rupees _____) only, being part payment of the sale consideration of the Said Premises agreed to be sold by the Promoters/Developers to the Allottee/Purchaser/s as advance/earnest payment (the payment and receipt whereof the Promoters/Developers doth hereby admit and acknowledge) and the Allottee/Purchaser/s has/have agreed to pay to the Promoter/Developer /s the balance of the sale consideration in the manner appearing hereinafter.
- (q) Under section 13 of the said Act the Promoter/Developers is required to execute a written Agreement for Sale of the said premises with the Allottee/Purchaser/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
- (r) The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now

willing to enter into this Agreement on the terms and conditions appearing hereinafter.

**NOW THESE PRESENT WITNESSETH AND IT IS HEREBY
AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

1. The Parties do hereby agree, record and confirm that the Recital Clauses written hereinabove are integral part of this Agreement and wherever the context so requires, the same shall constitute, be construed and be deemed to be the part and parcel of the terms and conditions of these presents.
2. The Promoters/Developers shall construct the building namely **“Shree Balaji Saptarshi Tower”** consisting of ground plus 16 upper floors and _____Car Parking Spaces on the said land in accordance with the plans, designs and specifications as approved by the Mumbai Municipal Corporation and concerned local authorities from time to time.
3. The Allottee/Purchaser/s agrees that the Vendor shall be entitled to make such variations therein as shall be required to be carried out by the Mumbai Municipal Corporation or the Government or such other local body or authority and as may be necessary by exigencies of the circumstances from time to time. Provided that the Promoters/Developers shall have to obtain prior consent in writing of the Allottee/Purchaser/s in respect of variations or modifications which may adversely affect the said

premises of the Allottee/Purchaser/s except any alteration or addition required by any Government authorities or due to change in law.

4. The Allottee/Purchaser/s do/does hereby declare and confirm that he/she/they has/have seen and inspected all the documents referred to hereinabove and all other documents prescribed under the provisions of Real Estate (Regulation and Development) Act, 2016 and Rules made there under including the said Approved/Revised/Amended Plans and the said Commencement Certificates and all other approvals, permissions with regard to development of the said land, described in **Second Schedule** hereunder written and has/have also verified all the information given and representations made by the Promoters/Developers as stated in the Recital Clauses written hereinbefore and he/she/they is/are fully satisfied about the same and he/she/they has/have no doubts, disputes, claims, requisitions, whatsoever in that behalf. The Allottee/Purchaser/s do/does hereby state and confirm that he/she/they has/have no objection and he/she/they do/does hereby give/s his/her/their free and willing consent for development of the Said Land in the manner proposed by the Promoters/Developers and as stated in the relevant Recital Clauses written hereinbefore.

5. The Promoters/Developers do hereby agree to allot, sell and transfer and Allottee/Purchaser/s doth/do hereby agree to purchase the residential Flat No. _____ on the _____ floor admeasuring about _____sq. ft. (carpet area) as shown

surrounded in red colour on the typical floor plan being **Annexure -5** hereto of the said building known as “**Shree Balaji Saptarshi Tower**” under construction as above alongwith _____ car parking space in the stilt/an open car parking space in the compound of the said building “_____” bearing No. _____, hereinafter for brevity’s sake referred to as “ **the said premises**“ at a lump sum consideration of Rs. _____/- (Rupees _____ only) including an amount of Rs. _____/- (Rupees _____ only) being the proportionate price for the common areas and facilities which are more particularly described in the **Third Schedule** hereunder written.

6. The Allottee/Purchaser/s has paid on or before execution of this agreement a sum of Rs. _____/- (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to the Promoter/Developer the balance amount of Rs. _____/- (Rupees _____ only) in the following manner:-

- (i) Amount of Rs. _____/- (Rupees _____ only) (not exceeding 30% of the total consideration) to be paid to the Promoter/Developer after the execution of Agreement.
- (ii) Amount of Rs. _____/- (Rupees _____ only) (not exceeding 45% of the total

consideration) to be paid to the Promoter/Developer on completion of the Plinth of the building or wing in which the said Flat is located.

(iii) Amount of Rs. _____/- (Rupees _____ only) (not exceeding 70% of the total consideration) to be paid to the Promoter/Developer on completion of the slabs including podiums and stilts of the building or wing in which the said Flat is located.

(iv) Amount of Rs. _____/- (Rupees _____ only) (not exceeding 75% of the total consideration) to be paid to the Promoter/Developer on completion of the walls, internal plaster, floorings, doors and windows of the said Flat.

(v) Amount of Rs. _____/- (Rupees _____ only) (not exceeding 80% of the total consideration) to be paid to the Promoter/Developer on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Flat.

(vi) Amount of Rs. _____/- (Rupees _____ only) (not exceeding 85% of the total consideration) to be paid to the Promoter/Developer on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Flat is located.

(vii) Amount of Rs. _____/- (Rupees _____ only) (not exceeding 95% of the total consideration) to be paid to the Promoter/Developer on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of Sale of the building or wing in which the said Flat is located.

(viii) Amount of Rs. _____/- (Rupees _____ only) against and at the time of handing over of the possession of the Flat to the Allottee on or after receipt of Occupancy Certificate or Completion Certificate.

7. The Total Price above excludes Taxes consisting of tax paid or payable by the Promoter/Developer by way of GST, 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/Developers up to the date of handing over the possession of the Said Premises.

8. 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/Developers undertake and agree that while raising a demand on the Allottee/Purchaser/s for increase in

development charges, cost, or levies imposed by the competent authorities etc., the Promoters/Developers 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/Purchaser/s, which shall only be applicable on subsequent payments.

9. The Promoters/Developers shall confirm the final carpet area that has been allotted to the Allottee/Purchaser/s after the construction of the Building “**Shree Balaji Saptarshi Tower**” is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of Three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters/Developers. If there is any reduction in the carpet area within the defined limit then Promoters/Developers shall refund the excess money paid by Allottee/Purchaser/s within Forty-Five days with annual interest rate of 2% above the marginal cost of lending rate of State Bank of India, from the date when such an excess amount was paid by the Allottee/Purchaser/s. If there is any increase in the carpet area allotted to Allottee/Purchaser/s, the Promoters/Developers shall demand additional amount from the Allottee/Purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.
10. The Allottee/Purchaser/s authorize/s the Promoters/Developers to adjust/appropriate all payments made by him/her/them under any head(s)

of dues against lawful outstanding, if any, in his/her/their name as the Promoters/Developers may in its sole discretion deem fit and the Allottee/Purchaser/s undertake/s not to object/demand/direct the Promoters/Developers to adjust his/her/their payments in any manner.

11.The Promoters/Developers 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 said premises to the Allottee/Purchaser/s, obtain from the concerned local authority occupation and/or completion certificates in respect of the said premises.

12.Time is essence for the Promoter as well as the Allottee/Purchaser. The Promoter/Developer shall abide by the time schedule for completing the project and handing over the Flat to the Allottee/Purchaser and the common areas to the Promoters/Society after receiving the Occupancy Certificate, as the case may be. Similarly, the Allottee/Purchaser 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 Promoter/Developer.

13.The Promoter/Developer has disclosed the Floor Space Index of 6.43 as proposed to be utilized by him on the project land in the said Project and Allottee/Purchaser has agreed to purchase the said Flat based on the proposed construction and sale of Flat to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter/Developer only.

14.It is further clarified that in the event of the Promoters/Developers getting the benefit of any further and/or additional FSI in lieu of the said portion of the land as and by way of compensation from the said Authorities, the Promoters/Developers shall be entitled to utilize and/or develop the said FSI in the development of the remaining portion of the said property described in the First Schedule hereunder written by construction further vertical additional floors on the building under construction on the said property and to sell, transfer and dispose off the residential flats and other units in the said additional FSI to the prospective buyers thereof for such consideration and upon the terms and conditions the Promoters/Developers may deem fit and that the Promoters/Developers shall not raise any objection of whatsoever nature in respect thereof as also the Purchaser/s will not set up any claim in respect thereof.

15.It is agreed that if the Floor Space Index is not consumed in full in the construction of the said building and if before the transfer of the entire re-development project including the newly constructed building thereon, if any further construction on the land is allowed in

accordance with the Rules and regulations of the Brihan Mumbai Mahanagar Palika, then the Promoters/Developers would be entitled to put up additional or other constructions without any hindrance by the Allottee/Purchaser/s and to sell the additional premises thus available on ownership basis or in any other manner and to receive and appropriate the price in respect thereof.

16. The Promoters/Developers shall be entitled after consuming such balance and/or additional F.S.I. including the F.S.I. that might be obtained by the Promoters/Developers under the pro rata by constructing tenements, to sell such premises for such permissible user as the Promoters/Developers may think fit and proper to such person or persons for such consideration as the Promoters/Developers may in their absolute discretion deem fit and proper.
17. The Promoters/Developers, at their discretion and if deemed fit and proper by them, may amalgamate the Adjoining Land with the said land and carry out development thereof accordingly. The Purchaser/s do/does hereby declare and confirm that he/she/they has/have fully understood the information given by the Promoters/Developers in the Recital Clauses written hereinbefore and he/she/they is/are fully satisfied about the same and he/she/they has/have no disputes, doubts, claims, or demands whatsoever in respect thereof and he/she/they does/do hereby agree and undertake not to raise any disputes, claims or demands whatsoever in that behalf and not to create any obstructions, obstacles or hindrance in these regards affecting the development of the said land . The Promoters/Developers hereto at their discretion and subject to the said

D.C. Regulations of Mumbai Municipal Corporation may sub-divide the said land and/or may amalgamate the same with any other adjoining land and carry out development accordingly.

18. The Promoters/Developers shall also be entitled to consume additional and/or balance F.S.I. available under D. C. Rule or by any special concession being granted by the Brihan Mumbai Mahanagar Palika or any other authorities including the F.S.I. available in lieu of the road widening setback reservation etc.
19. The Promoters/Developers will provide to the said building “**Shree Balaji Saptarshi Tower**” as also in the said premises the specifications and /or amenities as per the list of specifications and amenities hereto annexed as **Annexure-6** without demanding any additional consideration of whatsoever nature in respect thereof.
20. The Promoters/Developers shall give the possession of the said premises to the Allottee/Purchaser/s on or before **30th day of April, 2026**, PROVIDED ALWAYS that the Promoters/Developers shall be entitled to reasonable extension of time for giving possession/delivery of the said premises on or before the aforesaid date, if the completion of the building wherein the said premises is situated is delayed on account of :
 - (i) Non availability of steel/cement, other building materials, water or electric supply; or
 - (ii) War or like situation, civil commotion, strikes, riots, accident or any act of God or by reason of any national or international

happenings or events and the resultant repercussions or its effect thereof directly or indirectly to the date of offer of possession.;

- (iii) Any notice, order, regulation, notification or directive of the Government, and / or any local or public or private body or authority and/or any other Competent Authority or any Court, or Tribunal or any quasi-judicial body or authority;
- (iv) Economic downturn;
- (v) Any other eventuality which is beyond the control of the Promoters/Developers including precarious financial condition of the Promoters/Developers and/or economic downswing in real estate or any other industry;
- (vi) Any Force Majure circumstances or conditions or any other causes beyond the control of or unforeseen by the Promoters/Developers or its agents including strikes or agitation by the workers or laborers of the Promoters/Developers or Contractors or the Suppliers;
- (vii) Changes in any rules, regulations, bye-laws of various statutory bodies or authorities affecting the development of the project;
- (viii) Delay in grant of any NOC/Permissions/License/Connections for installation of any services such as lifts, electricity and water connection and meters to the project/premises/road or Completion Certificate from the Appropriate Authority; or
- (ix) Delay in the issue of the Occupation Certificate and / or any other certificates and/or grant of any permissions, sanctions,

approvals and/or order as may be required in respect of the development of the said land/property by the TMC or any other Concerned Authority.

In the event of happening of any of the aforesaid events, the period of the delivery of possession of the said premises shall be automatically stand extended.

21.(a) If the Promoters/Developers fail to abide by the time schedule for completing the project and handing over the said premises to the Allottee/Purchaser/s, the Promoters/Developers agree to pay to the Allottee/Purchaser/s, who does not intend to withdraw from the project, interest at the rate of 2% p.a. above the marginal cost of lending rate of State Bank of India, on all the amounts paid by the Purchaser/s, for every month of delay, till the handing over of the possession.

(b) If the Promoters/Developers fail or neglect to give possession of the said premises to the Purchaser/s on account of reasons beyond their control and of their agents by the aforesaid date then the Promoters/Developers shall be liable on demand to refund to the Allottee/Purchaser/s, the amounts already received by them in respect of the said premises with interest at the rate of 2% p.a. above the marginal cost of lending rate of State Bank of India, from the date the Promoters/Developers received the sum till the date the amounts and interest thereon is repaid.

22.It is agreed that upon refund of the said amount as stated hereinabove, the Allottee/Purchaser/s shall have no right, title, interest, claim or

demand or dispute of any nature of whatsoever against the Promoters/Developers or against the said project or against the said land in any manner whatsoever and the Promoters/Developers shall be entitled to deal with or dispose of the said premises to any person or any party as the Promoters/Developers may desire at their absolute discretion.

23. The Promoters/Developers, upon obtaining the Occupancy Certificate from the competent authority and on receipt of the entire consideration and other sums from the Purchaser/s as per this agreement, shall offer in writing the possession of the said premises to the Purchaser/s in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoter/Developers shall give possession of the said premises to the Allottee/Purchaser/s. The Allottee/Purchaser/s agree(s) to pay the maintenance charges as determined by the Promoters/Developers. The Promoters/Developers on its behalf shall offer the possession to the Allottee/Purchaser/s in writing within 7 days of receiving the Occupancy Certificate of the Project. The Promoters/Developers agree and undertake to indemnify the Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters/Developers.

24. The Purchaser/s shall take possession of the said premises within 15 days of the written notice from the Promoters/Developers to the Purchaser/s intimating that the said premises are ready for use and occupancy.

25. Upon receiving a written intimation from the Promoters/Developers, the Purchaser/s shall take possession of the said premises from the Promoters/Developers by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the said premises to the Purchaser/s as applicable.

26. Within 15 days after notice in writing is given by the Promoters/Developers to the Purchaser/s that the said premises is ready for use and occupancy, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) of outgoings in respect of the said land/property and building **“Shree Balaji Saptarshi Tower”** 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, watchman, sweepers and all other expenses and out goings necessary and incidental to the management and maintenance of the said land/property and building **“Shree Balaji Saptarshi Tower”**. Until the said new building “_____” is transferred to the Promoters/Society, the Purchaser/s shall pay to the Promoters/Developers such proportionate share of outgoings as may be determined. The Promoters/Developers further agree that till the Purchaser/s’ share is so determined the Purchaser/s shall pay to the Promoters/Developers provisional monthly contribution of Rs. _____/- per month towards the outgoings. The Allottee/Purchaser/s shall indemnify and keep indemnified the

Promoters/Developers against the payment of all taxes and other payments and expenses. If on account of failure on part of the Allottee/Purchaser/s and/or Allottee/Purchaser/s of any other residential flat to pay such proportionate share and if the said authorities concerned take any action for the recovery of the same, the Promoters/Developers shall not be liable or responsible for any loss or damages which may be suffered by the Allottee/Purchaser/s and/or Society on account of the said action. The amounts so paid by the Purchaser/s to the Promoters/Developers shall not carry any interest and remain with the Promoters/Developers until the new building constructed is handed over to the Promoters/Society. On such handing over, the aforesaid deposit (less deduction provided for in this Agreement) shall be paid over by the Promoters/Developers to the Society, as the case may be.

- 27.If within a period of five years from the date of handing over the Flat to the Allottee/Purchaser/s, the Allottee/Purchaser/s brings to the notice of the Promoter/Developer any structural defect in the Flat or the building in which the Flat are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter/Developer at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter/Developer, compensation for such defect in the manner as provided under the Act.

28. The Purchaser/s agree/s that the Purchaser/s shall be entitled to use and occupy the said premises only for the use for which the same is permitted to be used by the Brihan Mumbai Mahanagar Palika.
29. Along with the said premises the Promoters/Developers have allotted to the Allottee/Purchaser/s _____ car parking space/s in the compound/basement of the said building known as **“Shree Balaji Saptarshi Tower”** without demanding any consideration of whatsoever nature, in respect of the said car parking space. The Allottee/Purchaser/s however agree that upon the registration of the society or a corporate body as herein mentioned if any dispute arises in the society/corporate body by and between all the members of the society/corporate body, in respect of said car parking space the Allottee/Purchaser/s shall deal with the said dispute without making the Promoters/Developers liable and/or responsible in any manner whatsoever nature in respect thereof. The Allottee/Purchaser/s do/does hereby agree to accept the allotment of the said car parking space/s as above subject to the final right of the society to make any changes and/ or amendments in the said allotment. In the event of the society making any changes in or not recognizing the allotment, Allottee/Purchaser/s shall not hold Promoters / Developers liable and/ or responsible in any manner whatsoever.
30. (a) The Allottee/Purchaser/s shall pay the aforesaid installments (after deducting TDS) on respective due dates strictly without any delay or default as time in respect thereof is made essence of the contract. The Promoters/Developers shall send the Demand Notice to the Purchaser/s at

the address given by the Allottee/Purchaser/s in this Agreement whenever such installments have become due and payable and the Allottee/Purchaser/s shall be bound to pay the amount of the installments within 15 (fifteen) days from receipt of such Demand Notice sent by Courier or Speed Post. In the event of the Allottee/Purchaser/s making any delay or defaults in making payment of any of the aforesaid installments on due dates the Promoters/Developers shall be entitled to recover from the Allottee/Purchaser/s and the Allottee/Purchaser/s agree/s to pay to the Promoters/Developers, interest at the rate of 2% p.a. above the marginal cost of lending rate of State Bank of India, for every and all the delayed payments which become due and payable by the Allottee/Purchaser/s to the Promoters/Developers under the terms of this Agreement from the date the said amount is payable by the Allottee/Purchaser/s to the Promoters/Developers.

(b) Without prejudice to the right of Promoters/Developers to charge interest in terms of above clause, on the Allottee/Purchaser/s committing default in payment on due date of any amount due and payable by the Allottee/Purchaser/s to the Promoters/Developers under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/Purchaser/s committing **3 defaults** of payment of installments, the Promoters/Developers shall at his own option, may terminate this Agreement.

Provided and always that, Power of termination herein before contained shall not be exercised by the Promoters/ Developers unless and until the

Promoters/Developers shall have given to the Allottee/Purchaser/s fifteen (15) days prior notice in writing of their intention to terminate this Agreement and on pointing out the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement and if default shall have been made by the Allottee/Purchaser/s in remedying such breach or breaches within 15 days period after the receipt of such notice, then, upon expiry of such notice period, this Agreement shall stand terminated without any further notice being required to be given or without any further act required to be performed by the Promoters/Developers.

Provided further that upon termination of this Agreement as aforesaid, the Promoters/Developers shall refund to the Allottee/Purchaser/s after deducting a sum equal to 10% of the total consideration as liquidated damages within a period of Thirty days of the termination, the installments of sale consideration of the Said Premises which may till then have been paid by the Allottee/Purchaser/s to the Promoters/Developers. No interest shall be paid by the Promoters/Developers to the Allottee/Purchaser/s on such refundable amount. Upon termination of this Agreement pending refund of the amount as aforesaid, the Promoters/Developers shall be at liberty to dispose of and sell the Said Premises to any third party at such price and on such terms and conditions as the Promoter/Developer/s may desire and think fit in Promoter's/Developer's sole discretion without being requiring to obtain any consent from the Allottee/Purchaser/s. The Promoters/Developers shall be entitled to initiate such proceedings as the

Promoters/Developers might be advised in the matter against the Allottee/Purchaser/s for recovery of losses that might be sustained by the Promoters/ Developers on account of the Allottee/Purchaser/s compelling the Promoters/ Developers to terminate this Agreement as mentioned above.

31. The Allottee/Purchaser/s do hereby grant and/or confer upon Promoters/Developers the irrevocable right and/or authority for the purposes set out herein below:

(a) Without changing the area of the flat the Promoters/Developers shall be entitled to amend, modify and/or vary the building plans and/or the layout and/or sub-division plan and also the specifications in respect thereof.

(b) The Promoters/Developers shall 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 purpose of consuming such balance and/or additional F.S.I. to construct additional floors as the Promoters/Developers may think fit and proper. The Promoters/Developers shall have the sole and absolute right and authority, and shall be entitled to deal with sell, transfer or otherwise dispose off any part or portion of the said building and to permit the same to be utilized for any purpose as may be permitted for the said building and to permit the same to be utilized for any purpose to any of the purchaser/s

thereof for such consideration and upon such terms and conditions as the Promoters/Developers may deem fit without having any reference of whatsoever nature to the Purchaser/s.

(c) Prior to the execution of these presents the Promoters/Developers have informed the Allottee/Purchaser/s that the Promoters/Developers shall be allotting the car parking space under stilt/car parking space in the mechanized parking slots to the Allottee/Purchaser/s of the flats/premises without charging any consideration of whatsoever nature and that the Allottee/Purchaser/s in his/her/their individual capacity as also as members of the Promoters/Society will not be entitled to create any dispute in respect of the said right reserved by the Promoters/Developers with them.

32. The Promoters/Developers further declare that alongwith sale and transfer of the aforesaid premises, the Promoters/Developers have allotted to the Allottee/Purchaser/s herein ____ car parking space under stilt bearing No. _____/open car parking space No. _____ in the compound of the said building without charging any consideration of whatsoever nature in respect thereof and that the Allottee/Purchaser/s will be entitled to use the said car parking space for parking the vehicles of the Purchaser/s.

33. The Allottee/Purchaser/s hereby agree and confirm that Allottee/Purchaser/s shall not have any right, title, claim or interest in respect of the open spaces, parking spaces, common passage, podium, compound terrace lobby and porch area, open areas including the

garden area and that the right of the Allottee/Purchaser/s is confined only to the said premises hereby agreed to be allotted, sold and transferred.

34. Irrespective of the possession of the said flat / car parking space being given to the Allottee/Purchaser/s, until the project is handed over to the Promoters/Society, the rights under this clause and/or under this agreement shall be reserved for the Promoters/Developers for exploiting the potentialities of the property described in the first schedule hereunder written in accordance with the Registered Development Agreement dated 05/07/2017, and shall be subsisting and shall continue to vest in the Promoters/Developers till the final handing over of the entire re-developed project and newly constructed building to the Promoters/Society.

35. The Allottee/Purchaser/s hereby agree/s that all necessary facilities, assistance and co-operation will be rendered by the Allottee/Purchaser/s to the Promoters/Developers to enable the Promoters/Developers to make any additions and alterations and/or to raise additional floor or floors or structures in accordance with the Plans sanctioned or which may be hereafter put up and sanctioned by the Brihan Mumbai Mahanagar Palika and the Allottee/Purchaser/s hereby further agree/s that after the Promoters/Society is registered and the Allottee/Purchaser/s is incorporated as a member of Promoters/Society and shall accord his/her/their consent through Promoters/Society by giving to the Promoters/Developers full facility, assistance and cooperation to enable the Promoters/Developers to

change the users, to make the said additional floors which may be constructed by the Promoters/Developers and also for the aforesaid purpose to shift the water tanks on the upper floors or floor which so constructed.

36.The Allottee/Purchaser/s hereby agree/s to and shall pay to the Promoters / Developers at the time of delivery of possession of the said premises, the following amounts:

(i) Rs._____/for share money, application fees, entrance fee of the Promoters/Society.

(ii) Rs._____/for proportionate share of taxes and other charges/levies in respect of the Promoters/Society

(iii)Rs._____/for deposit towards provisional monthly contribution towards outgoings of Promoters/Society.

(iv) Rs._____/for Deposit towards Water, Electric, and other utility and services connection charges &

(v) Rs._____/for _____.

37.It is specifically agreed and understood that aforesaid amounts shall be paid by the Allottee/Purchaser/s to the Promoters/Developers to defray the cost, expenses, charges, etc made and / or may be required to be incurred by the Promoters/Developers from time to time and hence if there is any additional cost, expenses, charges, etc required to be paid in these regards, the Allottee/Purchaser/s shall be liable to pay the same when demanded. The Allottee/Purchaser/s shall, as and when demanded by the Promoters/Developers, pay additionally to the

Promoters/Developers the Allottee/Purchaser/s share in respect of and / or on account of all or any of the items stated hereinbefore, which the Promoters/Developers at this stage is not in a position to specifically ascertain.

38. In addition to the purchase price and/or consideration agreed to be paid by the Allottee/Purchaser/s to the Promoters/Developers, as herein provided, the Allottee/Purchaser/s shall from time to time make the payment of the deposits as mentioned hereinabove. The Allottee/Purchaser/s agree/s that the Allottee/Purchaser/s shall make the payment of the said deposit/s within a period of 15 (fifteen) days from the receipt of written demand from the Promoters/ Developers, without committing any delay and/or default and/or without raising any objections whatsoever.

39. The Promoters/Developers declare that the general or common facilities will remain and continue to remain under the control and possession of the Promoters/ Developers and the Promoters/Developers shall be entitled to charge on account such amount or amounts as may be decided by the Promoter/Developer from time to time of the said common areas, facilities to the Purchasers as and by way of maintenance and upkeep charges in respect thereof till the time the entire re-developed project and the newly constructed building is handed over to the Promoters/Society by the Promoters/Developers.

40. The Allottee/Purchaser/s shall permit the Promoters/ Developers and his/her/ their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said Flat / Car Parking Space

or any part thereof for the purpose of making, repairing, maintaining, rebuilding, cleaning, lighting and keep in order and good condition services, drains, pipes, cables, water connection, electric connections, wires, part structures, and other conveniences belonging to serving or used for the said building and also for the purpose of laying down, maintaining, repairing and testing drainage, gas and water pipes and electric wires and for similar purpose and also for the purpose of cutting off the supply of water to the flat or the building in respect whereof the purchaser/s or the occupier of any flat as the case may be shall be in default in paying his/her/their share of the water charges and maintenance bill issued by the Promoters/Developers to the Promoters/Society as the case may be.

41. All refundable deposits will belong to the Promoters / Developers and that the Promoters / Developers / will be entitled to receive the said amount from the authorities of M.C.G.M., MHADA, ADANI or any other authority as may be necessary for the Allottee/Purchaser/s in his/her/their individual capacity as well as in his/her/their capacity as the member of the proposed society as herein mentioned shall have no objection of whatsoever nature in respect thereof.

42. The Allottee/Purchaser/s in his/her/their individual capacity as also in his/her/their capacity as member of the Promoters/Society do hereby agree that the unsold residential flats in the development of the said property shall belong and continue to belong to the Promoters / Developers and the Promoters/ Developers shall have full right, absolute power and authority and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose of the same in any manner and for such

consideration, and on such terms and conditions as they may in their sole and absolute discretion deem fit and proper to any person or party of their choice and that as and when the Promoters / Developers succeed to sell, transfer and dispose of the said unsold residential flats to the prospective purchaser thereof neither the Allottee/Purchaser/s herein nor the Promoters/Society shall object to or dispute the same. On the Promoters / Developers intimating to the said Promoters/Society the name or names of the Allottee/Purchaser/s of such unsold flat/s, the Promoters/Society shall be duty bound to transfer the same in the name of the said prospective Purchasers and shall forthwith accept and admit such purchaser/s as their member/s and share holder/s. Upon the said prospective purchaser/s paying to the Promoters/Society requisite share money and entrance fee, the Promoters/Society shall without raising any dispute or objection forthwith issue share certificate/s and other necessary documents in favour of the prospective Allottee/Purchaser/s without demanding any transfer charges or any further fees, donation and/or any additional costs etc. of whatsoever nature in respect thereof.

43.The Promoters/Developers shall maintain a separate account in respect of sums received by the Promoters/Developers from the Allottee/Purchasers as advance or deposit, sums received on account of the share capital of the Promoters/Society or towards the outgoings and shall utilize the amounts only for the purpose for which they have been received.

44.The Allottee/Purchaser/s shall pay to the Promoters/Developers a sum of Rs. _____/- for meeting all legal costs, charges and

expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoters/Developers.

45. Until the entire re-developed project including the newly constructed building is transferred by the Promoters/Developers to the Promoters/Society and/or possession of the said property is delivered by the Promoters / Developers to the Promoters/Society, and intimation of the same is received by the Allottee/Purchaser/s from the Promoters/Developers, the Allottee/Purchaser/s shall be bound and liable to pay to the Promoters / Developers regularly and punctually all contribution and other amounts to be paid by the Allottee/Purchaser/s, Allottee/Purchaser/s shall not withhold any such payment to the Promoters/Developers. However, if the Promoters / Developers in their absolute discretion so desire they shall be entitled to entrust the management of the said property to the Promoters/Society for looking after disbursement of contribution from the Allottee/Purchaser/s of premises in the said Buildings towards payment of outgoings and expenses referred to herein, then in such event the Promoters/Developers shall not be under any obligations or liability to collect the said contribution or to pay the said outgoings and expenses or any of them or be liable for any consequences arising due to delay in payment or non-payment thereof or for any matter concerning maintenance or management of the said property and all responsibilities in that behalf shall be of the Promoters/Society. In the event of the management being entrusted as provided hereinabove, the rights shall be to manage the said properties/buildings and to pay the

outgoings to the authorities concerned and the same shall not affect the rights of the Promoters/Developers provided under this Agreement, nor such act on the part of the Promoters/Developers shall be deemed to be a waiver of the rights of the Promoters / Developers under this Agreement.

46.The Promoter shall, within three months from the receipt of the occupation certificate, cause to be transferred to the Promoters/Society the said structure of the Building in which the said premises is situated.

47.The Allottee/Purchaser/s shall join and become members of the Promoters/Society and that the Promoters/Developers shall ensure that the Promoters/Society shall incorporate the Allottee/Purchaser/s as Members of the said Promoters/Society and issue to him/her/them the Share Certificate in respect of the said premises.

48.The Allottee/Purchaser/s upon becoming members of the Promoters/Society shall abide by the rules and regulations of the Promoters/Society from time to time and shall keep the Promoters/Developers indemnified thereof.

49.Nothing contained in these presents shall be construed to confer upon the Allottee/Purchaser/s any right, title or interest of any kind whatsoever in to or over the said property or the Building or any part thereof.

50.The Promoter/Society shall admit the Allottee/Purchaser/s as members of the Promoters/Society with the same rights and the same benefits and subject to the same obligations as those of the other

Allottee/Purchaser/s and the original members of Promoters/Society without any reservations or conditions.

51.The Promoters/Developers have also informed the Allottee/Purchaser/s that as per D.C. Rules and other provisions of law, the Society's office and/or gymnasium will be provided by the Promoters/ Developers to the Promoter/Society. The location of the Society's office and the gymnasium and the exact area for the Society's office and the Gymnasium will be finalized only after the authorities of Mumbai Municipal Corporation grant necessary FSI and grant necessary permission to construct the said Society's office and gymnasium.

52.The Promoters/Developers shall have full right and/or absolute authority and/or discretion to locate the Society's office and gymnasium as above either on the 1st floor of the said building **"Shree Balaji Saptarshi Tower"** or any other place as the Developer may deem fit in the campus of the said property described in the first schedule hereunder written and that the Allottee/Purchaser/s do hereby in his/her/their individual capacity as also in capacity as the member for the Promoters/Society do hereby agree not to raise any objection in respect thereof.

53.The Allottee/Purchaser/s shall observe and perform all the bye/laws and/or rules and regulations of the Promoters/Society and the additions and alterations as amended thereof for protection and maintenance of the said building and residential premises/ commercial units therein and for the observance and carrying out the building's

rules and regulations and the bye-laws for the time being of the Brihan Mumbai Mahanagar Palika and other local authorities and Government or other public body.

54.The Allottee/Purchaser/s shall not carry out any internal additions, alterations or changes without the prior written consent of the Promoters/Developers during the defect liability period of 5 (five) years and if any such alterations, additions or changes are being carried out by the Allottee/Purchaser/s herein or other Allottee/Purchaser/s of the premises then in such case the Promoters/Developers herein shall be released and discharged from the obligation to rectify or repair the said structural defect.

55.The Allottee/Purchaser/s shall not be entitled to the closing of the verandah or common passage or make any alterations or changes in the elevation of outside colour scheme of the said premises to be acquired by him/her/them and/or the outside glass panels

56.The Allottee/Purchaser/s shall not be entitled to claim a partition of his/her/their share in the said property and/or the said building and the same shall always remain undivided and impartible.

57.The Allottee/Purchaser/s shall from time to time sign all applications, papers and documents and do all acts, deeds, and things as the Promoter/Developers or the Office bearers of the Promoters/Society may require in safe guarding the interest of the Promoter/Developers and/or the Allottee/Purchaser/s in the said building if any car parking space/garage is purchased by the Allottee/Purchaser/s herein the Allottee/Purchaser/s shall only be a nominal member/s.

58. So long as each premises in the said building is not be separately assessed for taxes and water rates by the Brihan Mumbai Mahanagar Palika, the Allottee/Purchaser/s shall pay proportionate share of the water taxes and other taxes assessed on the whole building by the Brihan Mumbai Mahanagar Palika PROVIDED HOWEVER that if any special taxes and/or rates are demanded by Brihan Mumbai Mahanagar Palika or any other authority by reason of any permitted use, the Allottee/Purchaser/s alone shall bear and pay such special taxes and rates. As from the date of delivery of possession of the premises, the Allottee/Purchaser/s and other Allottees/Purchasers shall observe and perform all the Rules and Regulations of the Brihan Mumbai Mahanagar Palika and Other statutory bodies and shall indemnify and keep indemnified the Promoters/Developers against any loss or damage.

59. The Allottee/Purchaser/s hereby agree/s that in the event of any amount by way of premium to the Brihan Mumbai Mahanagar Palika or to the State Government or betterment charges or development tax or any other tax or payment of a similar nature becoming payable by the Promoters/Developers, the same shall be reimbursed by the Allottee/Purchaser/s to the Promoters/Developers in proportion to the area of the premises agreed to be purchased by the Allottee/Purchaser/s and in determining such amount the decision of the Promoters/Developers shall be conclusive and binding upon the Allottee/Purchaser/s.

60. The Allottee/Purchaser/s or himself/herself/themselves with intention to bind all persons into whomsoever hands the said residential flat/commercial premises may come, doth hereby covenant with the Promoters/Developers as follows;

(a) To maintain the said premises at Allottee/Purchaser/s own costs in good tenantable repair and condition from the date of possession of the said flat premises/commercial premises and shall not, do or suffer to be done anything in or to the building in which the said premises is situated against the rules, regulations or bye-laws of the Promoters/Society or to change/alter or make addition in or to the said premises or any part thereof without written consent of the Promoters/Society.

(b) Not to store in the said premises 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 said premises is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages whose upper floors which may damage or likely to damage the staircase, common passages or any other structures of the building in which the premises is situated, including entrance of the building in which the said premises is situated and in case any damage is caused to the building in which the said premises is situated on account of negligence or default of the Allottee/Purchaser/s in this behalf, the Allottee/Purchaser/s shall be liable for the consequences of the breach.

(c) To carry at his/her/their own costs all internal repairs to the said premises and maintain the premises in the same conditions, set and order in which it was delivered by the Promoters/Developers to the Allottee/Purchaser/s and shall not do or suffer to be done anything in or to the building in which the said premises is situated or the said premises which may be against the rules and regulations and bye/laws of the concerned local authority or other public authority.

(d) Not to demolish or caused to be demolished the said premises or any part thereof, nor at any time make or caused to be made any addition or alterations of whatever nature in or to the said premises or any part thereof, nor any alterations in the elevation and outside colour scheme of the building in which the said premises is situated and shall keep the said portion, sewers, drains, pipes in the said premises and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Building in which the said premises is situated and shall not chisel or in any other manner damage the columns, beams, walls, slab or R.C.C., Pardis or other structural members in the said premises without the prior written permission of the Promoters/Developers and/or the Promoters/Society.

(e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building in which the said premises 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 premises in the compound or any portion of the said land and the building in which the said premises is situated.

(g) Pay to the Promoters/Developers within 15 (fifteen) days of demand by the Promoters/Developers, his/her/their share of security deposit demanded by concerned local authority of Government for giving water, electricity or any other service connection to the building in which the said premises is situated.

(h) To bear and pay increase in local tax, water charge, 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 said premises by the Allottee/Purchaser/s viz., user for any purposes other than for commercial purposes.

(i) The Allottee/Purchaser/s shall permit the Promoters/Developers and their surveyors and agents with or without workmen and other, at all reasonable times, to enter into and upon the said land and buildings, or any part thereof to view and examine the state and conditions thereof.

(j) In the event of the Allottee/Purchaser/s committing any act in contravention of the above provisions, the Allottee/Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or such other public authority.

61.The Promoters/Society shall ensure that the provisions of this Agreement, and all other deeds, documents and writings executed, or to be executed by the Promoters/ Developers with the Allottee/Purchaser/s herein and all other purchasers of the premises etc. in the said building are duly punctually and fully implemented, fulfilled and carried into effect by it, by passing appropriate resolutions for that purpose and the Promoters/Society shall be bound and liable to ratify, confirm and adopt the same. upon the formation and registration of the said Promoters/Society it shall together with the Allottee/Purchaser/s herein, and all the other purchasers of all the flats, units, premises, etc. in the said building be bound by and liable for any lien, charge, claim and/or demand which the Promoters/ Developers may have in respect of the said premises hereby agreed to be purchased and all other flats, units, premises, etc. in the said building.

62.The Allottee/Purchaser/s hereby agree/s and undertake/s and bind/s himself/ herself/ themselves to do execute and perform all acts, deeds, matters and things which the Promoters/ Developers may require to be done, executed and performed, to enforce the terms, conditions and obligations recorded and envisaged in this clause against the Promoters/Society. The provisions of this clause shall always be the essence of this agreement.

63.The Allottee/Purchaser/s shall alone bear and pay the entire stamp duty, registration charges, fines, penalties, and other costs, charges and expenses in respect of this Agreement. The Allottee/Purchaser/s

shall lodge this agreement for registration with the Sub-Registrar of assurances at Mumbai within the time limit prescribed by the Registration Act, 1908. The Promoters/ Developers shall attend such office and admit execution of this Agreement, after the Allottee/Purchaser/s inform/s them of the number under which this Agreement is lodged for registration.

64. Irrespective of disputes, if any arises between the Promoters/Developers and the Allottee/Purchaser/s and/or the Promoters/Society, all amounts, contributions and deposits including amounts payable by the Allottee/Purchaser/s to Promoters/Developers under this Agreement shall always be paid punctually by the Allottee/Purchaser/s to the Promoters/Developers and shall not be withheld by the Allottee/Purchaser/s for any reason whatsoever.

65. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER/DEVELOPER

The Promoter/Developer hereby represents and warrants to the Allottee/Purchaser/s as follows:

- (i) The Promoter/Developer has 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.
- (ii) The Promoter/Developer has 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;

- (iii) There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- (iv) 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;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building / wing 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 / wing shall be obtained by following due process of law and the Promoter/Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building / wing and common areas;
- (vi) The Promoter/Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or things, whereby the right, title and interest of the Allottee/Purchaser/s created herein, may prejudicially be affected.
- (vii) The Promoter/Developer has 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 Flat which will, in any manner, affect the right of the Allottee/Purchaser/s under this Agreement.

(viii) The Promoter/Developer confirms that the Promoter/Developer is not restricted in any manner whatsoever from selling the said Flat to the Allottee/Purchaser/s in the manner contemplated in this Agreement.

(ix) At the time of handing over the newly constructed building project to the Promoter/Society, the Promoter/Developer shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Promoters/Society;

(x) The Promoter/Developer has 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.

(xi) 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 Promoter/Developer in respect of the project land and / or the Project except those disclosed in the title report.

66. The Promoter/Developer shall maintain a separate account in respect of sums received by the Promoter/Developer from the Allottee/Purchaser/s as advance or deposit, sums received on account of the share capital, etc. of the Promoters/Society or towards the

outgoings and shall utilize the amounts only for the purpose for which they have been received.

67.Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter/Developer until the said structure of the building project is transferred to the Promoters/Society as hereinbefore mentioned.

68.PROMOTER/DEVELOPER SHALL NOT MORTGAGE OR
CREATE A CHARGE

After the Promoter/Developer executes this Agreement he shall not mortgage or create a charge on the Flat 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/Purchaser/s who had taken or agreed to take such Flat.

69.BINDING EFFECT

Forwarding this Agreement to the Allottee/Purchaser/s by the Promoter/Developer does not create a binding obligation on the part of the Promoter/Developer or the Allottee/Purchaser/s until, firstly, the

Allottee/Purchaser/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 and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter/Developer. If the Allottee/Purchaser/s fails to execute and deliver to the Promoter/Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/Purchaser/s and / or appear before the Sub-Registrar for its registration as and when intimated by the Promoter/Developer, then the Promoter/Developer shall service a notice to the Allottee/Purchaser/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/Purchaser/s, application of the Allottee/Purchaser/s shall be treated as cancelled and all sums deposited by the Allottee/Purchaser/s in connection therewith including the booking amount shall be returned to the Allottee/Purchaser/s without any interest or compensation whatsoever.

70. 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, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat in the said Building, as the case may be.

71. RIGHT TO AMEND

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

72. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES.

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/Purchaser/s of the Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purpose.

73. 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.

74. METHODS OF CALCULATING OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee/Purchaser has to make any payment, in common with other Allottee/Purchaser(s) in Project, the same shall be in proportion to the carpet area of the Flat to the total carpet area of all the Flat/ s in the Project.

75.FUTURE 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 specially provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be create or transferred hereunder or pursuant to any such transaction.

76.PLACE OF EXEUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter/Developer through its authorized signatory at the Promoter/Developer's Office, or at some other place, which may be mutually agreed between the Promoter/Developer and the Allottee/Purchaser in Developer's office after the Agreement is duly executed by the Allottee/Purchaser and the Promoter/Developer 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 Sub Registrar.

77.The Allottee/Purchaser/s and /or Promoter/Developer shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter/Developer will attend such office and admit execution thereof.

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

Name of Allottee/Purchaser/s: _____

Notified Email ID: _____

Promoter/Developer: _____

Notified Email ID: _____

It shall be the duty of the Allottee/Purchaser/s and the Promoter/Developer 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/Developer or the Allottee/Purchaser/s, as the case may be.

79.JOINT ALLOTTEE/PURCHASER/S

That in case there are Joint Allottee/Purchaser/s all communications shall be sent by the Promoter/Developer to the Allottee/Purchaser/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/Purchaser/s.

80.STAMP DUTY AND REGISTRATION

The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee/Purchaser/s.

81.DISPUTE RESOLUTION :-

All or any disputes arising out of or touching upon or in relation to the terms of this Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be referred for mediation to the redressal cell of Maharashtra Chamber of Housing Industry (MCHI).

82.ARBITRATION :

In the event any such dispute is not resolved even after mediation of MCHI the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments / modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Mumbai, by a sole arbitrator who shall be appointed by the Promoters/Developers. The Allottee/Purchaser/s

hereby confirms that he/she /it shall have no objection to such appointment. The Courts at Mumbai alone shall have the jurisdiction in all matters arising out of / touching and/or concerning this Agreement regardless of the place of execution of this Agreement which is deemed to be at Mumbai.

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

84. 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 Mumbai courts will have the jurisdiction for this Agreement.

IN WITNESS WHEREOF parties hereinabove named has 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.

FIRST SCHEDULE OF THE PROEPRTY ABOVEREFERRED TO:

All that piece and parcel of land together with a building standing thereon known as Building No. 135, admeasuring Approx 519.26 Sq. Mtrs. bearing Survey No. 236-A, and C. T. S. No. 5707, F.P. No. 281 situated,

lying and being at Village Ghatkopar-Kirol, Taluka Ghatkopar, Pant Nagar Ghatkopar (East), Mumbai - 400 075, the total BUA use by existing tenants is 637.44 sq. mtr. in the Registration Sub-District of Kurla, Mumbai Suburban District and bounded as follows:

On or towards North :	By 40 feet road;
On or towards South :	By Karmavihar Building;
On or towards East :	By 30 Feet Road; and
On or towards West :	By Building No. 136.

SECOND SCHEUDLE OF THE PROEPRTY ABVOE REFERRED

Flat No - ____ situated on ____Floor, admeasuring ____ Sq.ft. in the building known as **Shree Balaji Saptarshi Tower** , Building No.135, Vishal Pant Nagar C.H.S Ltd, Survey No. 236-A, and C. T. S. No.5707, village Ghatkopar Kirol situated at Pant Nagar, Ghatkopar (East), Mumbai - 400 075.

SIGNED, SEALED AND DELIVERED,)
By the withinnamed PROMOTERS/DEVELOPERS)
M/S. SAPTRISHI INFRACON LLP,)
Through its Partners,)
(1) Mr. Amit A.Parab)

(2) Mr. Vital V. Takatrao)

In the Presence of)
1.

2.

SIGNED, SEALED AND DELIVERED,)
By the withinnamed PROMOTERS/SOCIETY)
VISHAL PANT NAGAR CO-OPERATIVE
HOUSING SOCIETY LIMITED)
by the hands of their duly)
Constituted attorneys)
_____ and)

_____,)
The authorized partners of M/s. Saptrishi Infracon LLP,)
Empowered by the duly registered)
Power of Attorney dated _____)

Registered with the Sub-Registrar of)
Assurances, Kurla- 1 on)
Under serial no. KRL-1_____)
In the presence of)

- 1.
- 2.

SIGNED AND DELIVERED BY THE)
WITHIN NAMED ALLOTTEE/PURCHASER/S)
MR. /MRS. / M/S. _____)
in the presence of :)

- 1.
- 2.

RECEIVED the day and year first hereinabove)
written of and from the withinnamed Purchaser/s)
a sum of Rs. _____/-)
(Rupees only))
from time to time as stated hereinabove being the)
part payment of the purchase price and/or consideration)
to be paid by him/her/them to us.)Rs._____/-

WE SAY RECEIVED.
For **M/S. SAPTRISHI INFRACON LLP**

Authorized Partner
Promoter/Developer

Witnesses:

- 1.
- 2.