

THIS ARTICLES OF AGREEMENT is made at Mumbai on this _____ day of _____, in the Christian Year Two Thousand Twenty BETWEEN **M/S. LEVEL 6, through its Proprietor Mr. Pritesh Madhukant Sanghvi** an Indian Inhabitant having its Office at 1st floor, Building No. 25, Above Kotak Mahindra Bank, Opp. Sahakar Cinema, Tilak Nagar, Mumbai – 400 089, hereinafter referred to as the **“PROMOTER”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor or successors and assigns) of the **ONE PART:**

AND

_____, adult Indian Inhabitant, having address _____, hereinafter referred to as **“the PURCHASER”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators and assigns) of the **OTHER PART:**

WHEREAS-I:

- a. Originally, Shri Narayan Laxman Sonavadekar had acquired leasehold rights vide Indenture of grant of land by Additional Collector Bombay Suburban District bearing Order No. DLN/LND-SR-II-A-233/71 for 99 years from 10/10/1973 a plot viz. all that piece or parcel of land admeasuring about 600 sq. yards i.e. 501.6 sq. mtrs bearing C.T.S No. E/86/20/2 along with semi permanent/kuchha building including chawl residential structure with studio standing thereon admeasuring about 234.55 sq. mtrs carpet area situate at Revenue Village : Bandra, Taluka Bandra in the Registration District and Sub District of Mumbai Suburban and the said property is assessed by the Municipal Corporation of Greater Mumbai, H/West Ward under property a/c no. HW0906010190000, hereinafter referred to as the **“said property ”** and more particularly described in the First Schedule hereunder written. Annexed hereto as Annexure- ‘I’ is the copy of the Property Card of the said property;
- b. That the aforesaid lease was modified by the Additional Collector, Bombay Suburban vide Order No. C/Desk-III/LND-II-ACR 219 dated 15th April, 1985, the said tenure was converted to **“Occupancy Rights”** with effect from 3/10/1984 on payment of occupancy price by Shri Narayan Laxman Sonavadekar. Annexed

hereto as Annexure- 'II' is the copy of Order of the modified lease by the Additional Collector, Bombay Suburban.

- c. That Shri Narayan Laxman Sonavadekar, died on or about 9th April, 2002 without making any will or other testamentary disposition and his wife Smt. Laxmi Narayan Sonavadekar also died on or about 1st May, 2012 after which they were survived by (i) Mr. Dattatraya Narayan Sonavadekar (Son), and (ii) Mrs. Kirti Vijay Desai (married daughter), as their only legal heirs, representatives and next of kin as per the provisions of law by which they were governed at the time of their death. Annexed hereto as Annexure- 'III' is the copy of the Death Certificate of Late Shri Narayan Laxman Sonavadekar and Annexure- 'IV' is the copy of the Death Certificate of Late Smt. Laxmi Narayan Sonavadekar
- d. The property card in respect of the said property shows the names of the Vendors as holders of the said property. In pursuance to the Order dated 5/06/2009 bearing reference no. C/KARYA-2/2 E/HAKKANOND/KV-102/09 and the copy of the same is annexed hereto as Annexure- 'V'.
- e. It was represented that by letter dated 12/01/2018 bearing ref no. TH/ANDHERI/JAMIN/KV-1453/2018 from the Office of the Tahsildar Andheri. it has been observed that certain violations viz. non payment of dues, non use of the premises for the purpose it was allotted. Annexed hereto as Annexure- 'VI' is the copy of letter dated 12/01/2018 of the Office of the Tahsildar Andheri. However, there were no such violations and the same has been challenged by (i) Mr. Dattatraya Narayan Sonavadekar and (ii) Mrs. Kirti Vijay Desai and the same were regularized after payment of the required fees/penalties to the authorities. Annexed hereto as Annexure- 'VII' is the copy of the letter of the Collector of Bombay Suburban in respect thereof.
- f. That the Collector of Bombay Suburban has vide his Order dated 7/06/2019 bearing reference no. C/OFFICE-3A/A-44/2019 have converted the tenure of the said property to 'Free Hold' land. Annexed hereto as Annexure- 'VIII' is the copy of the Order of the Collector of Bombay Suburban .
- g. That the Promoters herein had purchased from (i) Mr. Dattatraya Narayan Sonavadekar and (ii) Mrs. Kirti Vijay Desai, the said property being all that piece or parcel of land admeasuring about 600 sq. yards i.e. 501.6 sq. mtrs bearing C.T.S No. E/86/20/2 along with semi permanent/kuchha building including chawl residential structure with studio standing thereon admeasuring about 234.55 sq. mtrs carpet area situate at Revenue Village : Bandra, Taluka Bandra

in the Registration District and Sub District of Mumbai Suburban, together with the right, title, interest and benefits in the said property vide Deed of Conveyance dated _____ duly registered with the Sub Registrar of Assurance under serial no. _____.

- h. By virtue of the aforesaid facts, events and documents, the promoters are entitled to develop the said property described in the First Schedule hereunder written.
- i. The Concerned Development Authority being Executive Engineer (BP), H & K Ward sanctioned the plan and issued I.O.D. bearing reference No. _____ dated _____ and Commencement Certificates dated _____ for the development of the said property by constructing residential buildings as per the sanctioned plan/to be sanctioned with amended/modified and other permissions, on terms and conditions recorded therein;
- j. The promoters have appointed and engaged the services of _____, having address at _____ as an Architect to take various steps including to submit various proposals, drawings, specifications, plans, schemes, etc. and to obtain requisite permissions, orders, approvals, sanctions, certificates, etc. from the Concerned Authorities including MCGM for development of the said property and the said appointment is as per the Rules prescribed by the Council of Architects. The promoters have also appointed _____ having address at _____, as Consulting Structural Engineer for preparation of the structural designs, drawings, etc. The Developers have accepted and approved the supervision of the said Architect and the Structural Engineer till the completion of the development scheme/project, in all respect, unless otherwise agreed upon by the said Architect and the Structural Engineer.
- k. Shri Ashun H. Lahir, Advocates for the Developers have investigated the title of the Developers to the said property and have issued his Report on Title dated _____ in respect of the said property and development thereof as being clear and marketable and that the Developers are entitled to the development right in respect of the said property and sell and dispose of the premises in the buildings to be constructed thereon;
- l. The copies of the said Report on Title, Property Register Card, IOD, Commencement Certificates, typical Floor Plans and other documents showing the nature of the Title and right to develop the said property are hereto annexed and marked as Annexure "A" to "E" respectively;

- m. The terms, conditions, stipulations and restrictions laid down or which may hereafter be laid down by the concerned authorities including Municipal Corporation of Greater Mumbai or any other local public bodies will be observed and performed by the Developers while developing the said property and completion of the construction of the building thereon and upon due observance and performance of which, the Occupation and other Certificate in respect of the said building will be issued/granted by the Concerned Authorities /MCGM;
- n. The development of a building comprising of one Wing known as “Level 6 Solitaire” (“the said building”) on the said property is proposed as a “Real Estate Project” by the Promoter and has been registered as a Real Estate Project (“the Project”) with the Real Estate Regulatory Authority (“the Authority”) under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 (“RERA”) read with the provisions of the Maharashtra Real Estate (Regulation and Development) Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosers on Website) Rules, 2017 (“Rera Rules”). The Authority has duly issued the Certificate of Registration No. [] dated _____ for the project (“RERA CERTIFICATE”). A copy of the RERA Certificate is annexed and marked as ANNEXURE “F” hereto. The Purchaser/s has, prior to the date hereof, examined a copy of the RERA certificate and has caused the RERA Certificate to be examined in details by his/her/their/its Advocates and Planning and Architectural Consultants. The P U R C H A S E R / S has agreed and consented to the development of the Project. The P U R C H A S E R / S has also examined all the documents and information uploaded by the Developers on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.
- o. The Developers had proposed to construct Building/s/Wing, consisting of Stilt + _____ upper floors on the property more particularly described in the First Schedule hereunder written, in accordance with the plans, designs and specifications sanctioned by the Brihanmumbai Municipal Corporation (BMC) and other concerned authorities and/or as may be amended from time to time, using and consuming entire development potentiality/FSI i.e. FSI originating from the said property (basic FSI) and FSI by way of Transfer of Development Rights (“TDR FSI”) including FSI by way of premium and/or Fungible Compensatory FSI PROVIDED ALWAYS and it is hereby expressly agreed that, if at any time in future, the said property becomes entitled to avail of any increased/additional FSI by whatever name called in all forms and in any manner whatsoever, the Developers shall alone be entitled to utilize the same for

constructing additional floors/wing, structure/building and the Flat Purchaser/s have granted his/her/their express consent to such additional construction of the floors/areas and/or separate Building/Wing by executing this Agreement but with the express understanding that the total area of the flat agreed to be acquired by him/her/them is not reduced in any manner whatsoever and howsoever with marginal increase or decrease due to Planning/elevation constrains. However at present Brihanmumbai Municipal Corporation has granted permission to the Developers for construction of Building/s/Wing, consisting of Stilt + ____ upper floors due to inadequate width of internal Road.

- p. The Purchaser/s herein has/have demanded from the Developers and the Developers have given inspection to the Purchaser/s of all the documents of title relating to the said property including N.O.C, permission, approval, sanction, order, plans, designs, specifications sanctioned by the Municipal Corporation of Greater Mumbai and other Concerned Authorities as also the relevant City Survey and Town Planning Records in respect of the said property as are specified under the RERA and the Rules and Regulations made thereunder;
- q. The Developers would be entitled to aggregate and contiguous land parcel with the development of the said property, as provided under the Proviso to Rule 4(4) of the RERA Rules.
- r. The above details along with the annexures to the RERA Certificate are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in>.
- s. The Purchasers had requested and applied to the promoters for allotment to him/her/them a premises being premises/flat no. ____ admeasuring about ____ sq. mtrs (carpet area) on the ____ floor of the building known as 'Level 6 Solitaire' situated at _____ along with car parking space admeasuring ____ sq. mtrs more particularly described in the Second Schedule hereunder written.
- t. Relying upon the said application and agreement as aforesaid, the Developers have agreed to allot and sell to the Purchaser/s the said premises/flats in the said building; at or for the lump-sum consideration of **Rs. _____-/- (Rupees _____ Only)** and upon the terms and conditions, as hereinafter appearing;
- u. Prior to the execution of these presents, the Purchaser/s has/have paid to the Developers a aggregate sum of **Rs. _____-/- (Rupees**

_____ **Only**) inclusive of TDS @ 1% as part-consideration in respect of the said premises agreed to be sold and/or allotted to the Purchaser/s by the Developers as advance payment or deposit (the payment and receipt whereof the Developers doth hereby admit and acknowledge) and the Purchaser/s has/have agreed to pay to the Developers the balance of the sale price/consideration in the manner hereinafter appearing;

- v. Under Section 13 of the RERA, the Developer/s is required to execute a written agreement for sale of the said Premises with the Purchaser/s, i.e this Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908.
- w. The term "Purchaser" may include the female gender and plural and also firms, companies, societies and other associations and in that event the terms and derivatives used herein with reference to the said expression shall be construed accordingly i.e. if the Purchaser be a partnership firm, the said term shall unless repugnant to the context or meaning thereof mean and include the partners for the time being of the said firm the survivors or survivor of them and his/her or their assigns, if the Flat Purchaser be a Company or Society, the said term shall wherever appropriate, mean and include its successors and assigns and in other cases, the said term shall wherever appropriate mean and include all persons claiming right title and interest through such Purchaser including their successors in title;

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

- 1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience, and are not intended in derogative of RERA.
- 2. The Recitals contained above form an integral and operative part of this Agreement, as if the same were set out and incorporated herein verbatim. The Purchaser/s hereby confirm/s that he/she/ it/ they has/have fully read and understood the foregoing recitals and has/have agreed that the Promoters shall be entitled to develop the said property and the Flat Purchaser/s will not object to the same. The Purchaser/s also confirm, agree and declare that the consideration agreed to be paid by them under this Agreement, is in respect of the 'Flat' hereinafter mentioned as also in the common fixtures, fittings and certain amenities and he/she/it/they shall have no right or claim and/or will not

make any claim on any other portion of the said building and/or certain facilities, if so, provided by the Promoters, or the land comprised in the said property.

3. The Promoters hereby represent to the Purchaser/s and the Purchaser/s hereby confirm that the Promoters have proposed to construct building known as “LEVEL 6 SOLITAIRE : _____-” consisting of Stilt + _____ upper floors on the property more particularly described in first schedule hereunder written in accordance with the plans sanctioned by concerned authorities of MCGM and/or as may be amended by the Promoters from time to time.
4. The Promoters have full right and absolute authority to convert and change and/or location as also user of the building and/or premises therein from residential to non-residential and/or vis-a-versa. The Purchaser/s shall not object or dispute to the aforesaid right of the Developers for change of user.
5. The Promoters hereby represent and the Purchaser/s hereby expressly confirms that the Promoters have irrevocable and unconditional/unfettered rights authorities entitlements to increase or decrease numbers of floors as also specification/designs as also location by vertical and/or horizontal as also location of recreation ground thereof as may be permitted /approved by the Concerned Development Authority.
6. The Typical Floor plan annexed as Annexure “E” is tentative and the Promoters shall be entitled to make such changes and modifications therein, as they may desire and deem fit and proper due to Planning/elevation constrains and/or if so required by the Concerned Authority. The Purchaser/s hereby confirm having understood the aforesaid facts and rights and entitlements of the Promoters and shall not object dispute or create any hindrance during the course of development of the said project and even thereafter and no further consent, confirmation or otherwise is required to be taken or obtained from the Purchaser/s. The Purchaser/s is/are entering into this Agreement with the full knowledge of the aforesaid facts, documents, permissions, etc. as referred above and on the express and specific representations/Declarations that the Purchaser/s shall abide by the same.
7. The Purchaser/s hereby agree/s to purchase from the Promoters and the Promoters hereby agree to sell and allot to the Purchaser/s premises/Flat No. _____ admeasuring area about _____ **Sq. Mts.** i.e. _____ **Sq.Ft** (Carpet area as defined under the provision of Rera) on _____ Floor together of Wing “_____” of the said building known as “LEVEL 6 SOLITOR: _____” which is more particularly described in Second Schedule hereunder as shown in red colour boundary line on the tentative typical floor plan and we hereby earmarked _____ car parking in basement in the building known as Level 6 Solitaire on the said property. The proposed carpet area

of the said Premises/Flat would be as per the approved plans and may marginally change as a result of physical variation due to Planning/elevation constraints including of tiling, elevation, ledges, plasters and skirting; at or for the consideration amount of **Rs. _____/- (Rupees _____ Only).**

8. The Purchaser/s shall pay to the Promoters the said total consideration or purchase price of **Rs. _____/- (Rupees _____ Only)** in the manner following:-

(a) A sum of **Rs. _____/- (Rupees _____ Only)** exclusive of TDS @ 1% paid already by way of Part payment/earnest money at the time of execution of the Letter of Allotment / Sale Agreement to the Purchaser/s.

(b) The balance sum of **Rs. _____/- Rupees _____ Only** inclusive of TDS which shall be made in the manner and by instalments as more particularly specified below:-

(i) **Rs. _____/- (Rupees _____ Only)**
on booking

(ii) **Rs. Nil (Rupees NIL Only)**
(Expression of Interest on booking)

(iii) **Rs. Nil (Rupees NIL only)**
(on completion of Basement 1 & 2)

(iv) **Rs. Nil (Rupees NIL only)**
(on completion of Plinth)

(v) **Rs. Nil (Rupees NIL only)**
(on completion of 1st Slab/Stilt)

(vi) **Rs. Nil (Rupees NIL only)**
(on completion of 2nd Slab)

(vii) **Rs. Nil (Rupees NIL only)**
(on completion of 3rd Slab)

(viii) **Rs. Nil (Rupees NIL only)**
(on completion of 4th Slab)

(ix) **Rs. Nil (Rupees NIL only)**

(on completion of 5th Slab)

(x) Rs. Nil (Rupees NIL only)
(on completion of 6th Slab)

(xi) Rs. Nil (Rupees NIL only)
(on completion of 7th Slab)

~~(xii) Rs. Nil (on completion of 8th Slab)~~

~~(xiii) Rs. Nil (on completion of 9th Slab)~~

~~(xiv) Rs. Nil (on completion of 10th Slab)~~

~~(xv) Rs. Nil (on completion of 11th Slab)~~

(xii) Rs. Nil (Rupees NIL only)
(on casting of Terrace Slab)

(xiii) Rs. Nil (Rupees NIL only)
(on completion of Brick Work)

(xiv) Rs. Nil (Rupees NIL only)
(on completion of Plastering)

(xv) Rs. Nil (Rupees NIL only)
(on completion of flooring and tiling)

(xvi) Rs. _____/- (Rupees _____)
Only on or before Possession.

The above instalments shall become due on completion of the respective work of each item mentioned herein above.

9. It is expressly agreed and understood that if the Developers carry out and complete the works of construction of brick walls, flooring etc. as contemplated in sub clauses (xii) to (xiv) above in respect of the premises agreed to be sold/allotted to the Purchaser/s under these presents, while construction of other slabs and other work is in process, the Purchaser/s, immediately on requiring by the Developers, shall pay the amount of instalments under sub clause (xii) to (xiv) or such of them depending upon completion of work. Time for making payment of the above amounts shall be the essence of the contract.

10. So long as the area of the said flat/ premises (agreed to be acquired by the Flat Purchaser/s from the Developers) is not altered subject to what is contemplated above, the Developers shall be at liberty and hereby permitted to make variations in the layout/elevation of the said Property and/or of the Building including relocating the open spaces/garden spaces and/or varying the location of the access to the said building, as the exigencies of the situation and the circumstances of the case may require. The Flat Purchaser/s hereby expressly and specifically consents to all such variations.

11. It is clarified that the Sale Consideration shall be payable by the Allottee in Bank Account No. _____-named as M/s. Level 6 maintained with _____ Bank _____-, Branch with IFSC Code _____("the said Account")

(i)In the event, the Purchaser/s being desirous of obtaining housing loan from any bankers or financial institutions so as to purchase the premises under these presents, the Purchaser/s shall be entitled to do so only after obtaining previous written consent from the Developers and only after he/she/their having complied with, fulfilled, observed and performed his/her/their part of the obligations contained under these presents and further undertake to do so. The Developers do not give guarantee to such finance or housing loan and the Purchaser/s shall apply for and obtain such housing finance/loan solely at his/her/their risk as to costs and consequences and shall indemnify and keep the Developers indemnified against any claim, demand or action being claimed, demanded or initiated by the bankers and/or financial institutions whosoever have sanctioned and/or disbursed such housing finance.

(ii) It is further agreed and understood that in the event of the Purchaser/s having obtained sanction of housing finance, Purchaser/s shall inform in writing to the Developers of having his/her/their obtained sanction of such finance and confirm that the bankers/financial institution shall disburse and pay the housing finance/loan as may have been sanctioned and approved directly to and in the name of the Developers alone. Such disbursement/ payment shall be made by the bankers/financial institution by Cheque (crossed/Account Payee) /Pay order directly in the name of the Developers and shall be handed over personally to the Developer. Acknowledgement, if any, by any unauthorized persons and/or the Purchaser/s herein shall not bind the Developers as having received such housing finance on behalf of the Purchaser/s.

(iii)It is further agreed and understood that the Purchaser, subject to what is stated hereinabove, shall be free to offer his/her/their right under these presents only as

and by way of security for repayment of such finance. The Developers shall not be called upon to sign or execute any further or other writings, confirmation, declaration or otherwise nor shall they be called upon to give any security of their right in the said property to any bankers/financial institution. It is further agreed and understood that irrespective of the fact whether the Purchaser/s have obtained sanction of housing loan/finance from his/her/their financial institution in respect of the said premises, in the event of any delay in disbursement or failure in payment/disbursement of the balance consideration payable by the Purchaser to the Developers under these presents, the Purchaser alone shall personally be liable or responsible to pay the amount so payable under these presents and shall not claim any equity or otherwise on the ground of having not obtained disbursement or delay in disbursement of such amount by bankers/financial institution. The Purchaser shall pay amount so due and payable to the Developers from his/her/their own source of income.

12. The Purchaser has accepted the Title of the Developers as disclosed in the Report on Title issued by the Advocate of the Developers and which is annexed hereto. The Purchaser/s shall not be entitled to further investigate the Title of the said property and hereby undertakes not to raise any objection or requisitions in respect thereof or dispute the same in any manner.
13. The 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 Authorities including Municipal Corporation of Greater Mumbai at the time of sanctioning the said Plans and issue of IOD and Commencement Certificate or thereafter in respect of the said building and shall, before handing over possession of the premises to the Purchaser/s, obtain from the Concerned Local Authorities including Municipal Corporation of Greater Mumbai Occupation Certificate in respect of the said building and the premises.
14. After commencement of construction and as may be permitted by the Concerned Development Authority, the Developers reserve their right to consume and avail the benefit of balance FSI/TDR as also the benefit of Fungible FSI and Compensatory area in future and as may be permissible and that no part of the said Floor Space Index has been utilized by the Developers elsewhere for any purpose whatsoever.
15. The Developers hereby represent and declare and the Purchaser/s hereby confirm that
 - (i) If due to any change in the F.S.I. Rules and more F.S.I. becomes available (including on account of staircase, walls, lifts, balcony, passage, etc.) or any change of F.S. I. Rules then in such event the Developers alone shall be entitled

to use, utilize, consume and exploit such F.S.I. on the said property and or otherwise by constructing additional Wings, additional building/s and/or additional floors upon the said Buildings/Wings or any of them.

- (ii) If due to any change in the Development Rules and Regulations or by introduction of any policy by the Government of Maharashtra or any other concerned authorities any benefit including of T.D.R. (Transferable Development Right) is available in respect of the said property and then in such event, the Developers alone shall be entitled to avail such T.D.R. benefit for which they are entitled to acquire and purchase such F.S.I. by way of T.D.R. in all forms from any other property as may be permissible and to use, utilize, consume and exploit the same by constructing additional building/s and/or additional Wings and/or additional floors upon the said Building/Wings or any of them.
- (iii) The Developers shall be entitled to do and perform all such acts, deeds, things and matters and to sign, execute and admit execution of all such documents, deeds, writings, applications, forms, including modifications, changes, alterations etc. in the said sanctioned plan and other permissions as they may in their absolute discretion so desire.
- (iv) The Purchaser/s hereby agrees and undertakes that he/ she/they shall not obstruct or object or dispute to the right, title and interest of the Developers in respect of the said additional F.S.I. and/or T.D.R. benefit available to the Developers as above and shall do and perform all such acts, deeds, things and matters and to sign and execute all such requisite confirmations, applications, consent, etc. if so required by the Developers.
- (v) The Purchaser/s hereby irrevocably agrees and undertakes that he/she/they shall not claim or demand any consideration/ amount or compensation or benefit from the Developers in respect of the said benefit of additional F.S.I. and/or T.D.R. available to the Developers to use, utilize, consume and exploit the same by constructing additional structure/s or additional floors upon the said Building/s and/or the Wings.
- (vi) The Purchaser/s of flats/premises, etc. from the Developers in respect of the additional floors/additional wings/additional building which the Developers are entitled to construct by use of such extra or additional F.S.I. and/or T.D.R. benefit, shall be accepted and admitted as members and shareholders of the Society or other organization as may be formed and registered by the Purchaser/s of the premises in the said building and such Purchaser/s shall have all the

privileges and entitled to avail of the common amenities as may be available to the Purchaser/s herein in the said building and/or the property.

- (vii) It is expressly agreed and understood that though the right, title and interest of the Developers to avail the benefit of additional F.S.I. and/or T.D.R. benefit to use, utilize and consume the same on the said property including as set out hereinabove shall be absolute and permanent even after vesting documents such as Conveyance or otherwise is/are executed in favour of the Society/Organization of the Purchaser/s of the premises in the said building and the documents such as Conveyance, Lease, etc. shall contain such clause so as to confirm the said right of the Developers.

16. The Purchaser/s hereby grants irrevocable power and consent to the Developers and agrees:-

- (a) The Development of the said property is under scheme/project as sanctioned or to be sanctioned hereafter with such modification, amendments etc. as may be permitted by the concerned development authority including Municipal Corporation of Greater Mumbai.
- (b) The construction of Building/Wings on the portion of the property is part of the development in the project. The Developers are entitled to carry out and complete further and other development on other part/portion of the property by constructing Building/Wings to be approved by the MCGM and/or any other building/s/Wings and/or additional floors upon the said buildings or any of them. No separate consent and confirmation in writing or otherwise is required to be obtained at any time till the entire layout scheme is completed by construction of all Building/Wings from the Purchaser herein and the provisions of section 7(a) of MOFA and the concerned Rules are not applicable to the said development/re-development.
- (c) That the Developers have full right, absolute authority and entitled to make such changes, amendments, modifications, shifting of location etc. of garden, RG, PG, and other facilities as may be provided on completion of the entire development of the said property as set out hereinabove. The Purchaser shall not object or dispute to the same.
- (d) That the Developers alone shall be entitled at all time to all FSI in respect of the said property whether available at present or in future including the balance FSI, the additional FSI available under the Rules and regulations of the concerned authorities from time to time and/or by any special concession, modification of

present Rules and Regulations granting FSI available in lieu of the road widening, set back, reservation or by way of Transfer of Development Rights (TDR) by whatever named called and in all forms and/or by way of Fungible FSI, compensatory area otherwise howsoever.

- (e) That under no circumstances the Purchaser/s and/or Society or other common organization will be entitled to any FSI in respect of the said property and/or the potentiality and benefit of TDR/Additional Buildable area in all forms nor shall he/she/they have any right to consume the same in any manner whatsoever.
- (f) That the Developers shall be entitled to develop the said property fully by constructing and/or making additions in the buildings and/or by constructing additional floors so as to avail of the full FSI permissible at present or in future on the said property inclusive for staircase, lift, passage, by way of purchase of floating FSI, TDR, free FSI/Fungible FSI, compensatory area which may be available on the said property as base land as also as recipient plot or acquired otherwise howsoever and including putting up any "additional construction" as mentioned above and on Developers selling the same and appropriating to themselves the entire sale proceeds thereof without the Purchaser/s or other acquirers of other premises in such building and/or their common organization having any claim thereto or to any part thereof. The FSI of any nature whatsoever available at present or in future and further and/or additional construction shall always be the property of the Developers who shall be at liberty to use, deal with dispose of, sell, transfer etc. the same in manner the Developers may chooses. The Purchaser/s agrees not to raise any objection and/or claim reduction in price and/or compensation and/or damages including on the ground of inconvenience and/or nuisance while putting up such additional construction mentioned above. The Developers shall be entitled to consume such FSI by raising floor or floors on the said building/buildings and/or putting additional structures and/or by way of extension of any structure. The document vesting the title of the said property, building etc. and transfer of rights and benefits of the Developers as hereinafter mentioned shall be subject, inter alia, to the aforesaid reservation.
- (g) That the Developers alone shall be entitled to sell any part or portion of the said building and/or other building/s and/or Wings including the open terrace/s or part of the said portion, parking space, covered or otherwise, open space including for use as a bank, offices, shops, nursing home, display of advertisements, and as the Developers may deem fit and proper.

- (h) To admit without any objection the persons who are allotted flats/premises/parking place etc. by the Developers as members of the proposed Society / Societies / Organization and/or as members of the Society/Societies/Organization in the event the Society/ Organization is registered before all including flats of extended/annexed buildings are sold by the Developers.
- (i) Not to raise any objection or interfere with Developers rights reserved hereunder.
- (j) To execute, if any, further or other writing, documents, consents etc. as required by the Developers for carrying out the terms hereof and intentions of the parties hereto.
- (k) To do all other acts, deeds, things and matters and sign and execute such papers, deeds, documents, writings, forms, applications which the Developers in their absolute discretion deem fit for putting into complete effect the provisions of this Agreement.

The aforesaid consent, authority and covenants shall remain valid, continuous, irrevocable, subsisting and in full force even after the possession of the said premises is handed over to the Purchaser/s and/or possession of the said building is handed over to the Society/Societies Association/Organization of the Purchaser/s of all the premises in all buildings and vesting document is executed. Subject to what is contemplated hereinafter, the aforesaid covenants or such of them as the Developers may deem fit will be incorporated in the vesting document and they shall run with the property.

17. Notwithstanding what is contained herein to the contrary, it is expressly agreed by and between the Developers and the Purchaser/s as follows:

- a. The Developers will be always entitled to retain with them and use, occupy, enjoy, deal with, sell, transfer, give on lease or leave and license basis or otherwise, the premises/Flats in the said Wing in the Building known as “LEVEL 6 SOLITAIRE: _____” and also be entitled to use, occupy, enjoy or allot or permit use/enjoyment of the parking/stack parking on the Stilt/Open space of the said Wing/Building (for brevity’s sake hereinafter referred to as “the Developers’ area”), as absolute Owners thereof, for such purpose/ purposes as they may desire or any nominee or nominees of the Developers may desire and to carry out necessary renovations, repairs, changes, alterations or the structural changes in the said Developers’ area without any consent or concurrence of the Purchaser or the Prospective Purchaser of the Organization or any Prospective Purchasers as Condominium of Apartment.

- b. The Purchaser is aware that the Developers will either transfer/assign the said Property after reserving the rights for themselves/their nominees /assigns in respect of the said Developers' area or any part or portion thereof with pro-rata rights in the said property or execute Deed of Lease in respect of the pro-rata rights in the said Property with rights in respect of the other premises/floors of the said Building, in favour of Society/Organization of all the Prospective Purchasers of premises and/or sub-divide the said Building notionally and grant Lease in respect of the other premises/floors of the said Building and execute Lease in respect of pro-rata rights in respect of the said property with reservation for the said Developers' area or any part or portion thereof in favour of the Developers or their nominee or nominees as the case may be and the Purchaser confirms that the option of the Developers shall be absolute option and/or discretion of the Developers and the Purchaser shall not object or dispute the same at any time hereafter in any manner whatsoever. It is agreed that in all events and under any aforesaid options, the Purchaser and the Prospective Purchaser of the premises in the said Building and Society/Organization of such Prospective Purchaser shall be liable to execute, observe, perform, covenant for the mutual support of the structure and structural stability of the said Building and covenant not to damage, distribute or destroy the same in any manner whatsoever.
- c. The Developers shall be entitled to deal with or dispose of or assign or transfer benefits in respect of rights reserved under this Agreement including of the said Developers' area or any part or portion thereof with right to re-model the same in the manner the Developers may deem fit and proper, without any consent or concurrence of the Purchaser herein or any Prospective Purchaser or Society/Organization or the Prospective Purchasers of the premises in the said Wing/Building on the said property, in any manner whatsoever.
- d. Till such documents as contemplated hereinabove in respect of the said property is/are executed, the Developers will be fully entitled to divide, bifurcate or allocate outgoing cesses, taxes, rates and other charges including betterment charges Municipal Assessment, Property Taxes, etc. as the Developers may desire and any allocation or division of such outgoings, cesses, taxes and other charges shall be borne and paid by the Purchasers and the Prospective Purchasers, Society/Organization of such Prospective Purchasers of premises in the said Wing/Building and he/she/they shall not object or dispute the same in any manner whatsoever.

- e. This Agreement for sale of the said premises is only restricted to the said premises set out herein and the same does not pertain, include, mean or relate to other premises facilities/amenities etc. and/or the said Developers' area. It means and understood between the Parties that the same (being the Developers' area) is not subject matter of transaction between the Parties hereto in any manner whatsoever.
18. The Developers shall maintain a separate account in the books in respect of sums received by the Developers from the Purchaser/s as advance or earnest money, sums received on account of the share capital for the promotion of the Co-Operative Society or Organization or towards the outgoings, legal charges and shall utilize the same only for the purposes for which they have been received.
19. The Purchaser/s hereby confirm that the consideration fixed under these presents considering that the Purchaser/s has agreed to the unconditional and irrevocable right and authority of the Developers in respect of various open space, use of Terrace, Club House, Gymnasium, right of display, hoardings, etc. as also further agreed to pay various amounts, deposits, taxes, Government, GST /Service Taxes, VAT, LBT (if so levied) etc. as mentioned under these presents and shall not obstruct, interfere, challenge, or dispute such rights of the Developers and shall extend necessary co-operation as may be required by the Developers and that he/she/they i.e. the Purchaser/s has undertaken payment of various amounts including various charges, deposits, taxes, etc. as mentioned under these presents. The covenants under these presents shall be binding upon the Society or any other organization as may be formed and registered as contemplated hereinafter.
20. The Developers hereby agree that they shall before handing over possession of the said premises to the Purchaser/s and in any event before execution of a Conveyance/declaration of the said property in favour of the Corporate body or Society/Societies or Organization to be formed by the Purchasers of flats/premises in all the Wings in the Building/s to be constructed on the said property with or without amalgamation of the other adjoining properties/the lands as contemplated in clause 9 hereinabove (for the sake of brevity it may be referred to hereinafter as "THE SOCIETY/SOCIETIES/ORGANIZATION") make full and true disclosure of the nature of their title to the said property with or without amalgamation of the other adjoining properties.
21. If within a period of 05 (Five) years from the date of handing over the said Premises to the Purchaser/s, the Purchaser/s brings to the notice of the D e v e l o p e r s any structural defect in the said Premises or the said Wings or any defects on account of workmanship,

quality or provision of service, then, wherever possible, such defects shall be rectified by the Developers at its own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the D e v e l o p e r s compensation for such defect in the manner as provided under the RERA. Its clarified that the D e v e l o p e r s shall not be liable for any such defects if the same have been caused by reason of the willful default and /or negligence of the Purchaser/s and or any other Purchaser/s in the Real Estate Project.

22. The Purchaser/s agrees to pay to the Developers penalty/interest at rate of the State Bank of India Highest Marginal Cost of Lending Rate plus 2% (two percent) on all the amount which become due and payable by the Purchaser/s to the Developers under the terms of this Agreement from the date the said amount is payable by the Purchaser/s to the Developers. However the same shall not deprive the Developers from exercising their rights and authorities reserved elsewhere under these presents.

23. On the Purchaser/s committing default in payment on due dates of any amount due and payable by the Purchaser/s to the Developers under this agreement (including his/her/their proportionate share of taxes levied by the Concerned Local Authority and other outgoings) and on the Purchaser/s committing breach of any of the term and conditions herein contained, the Developers shall be entitled at their own option to terminate this agreement.

PROVIDED ALWAYS that the Power of termination herein before contained shall not be exercised by the Developers unless and until the Developers shall have given to the Purchaser/s 15 days prior notice in writing of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement and default shall have been made by the Purchaser/s in remedying such breach or breaches within a reasonable time after giving of such notice irrespective of any dispute/grievance of the Purchaser/s under these presents.

PROVIDED FURTHER that upon termination of this Agreement as aforesaid, the Purchaser/s shall ceased to have any right or interest in the said premises and the Developers shall be entitled to deal with the said premises to such other persons or prospective purchasers at such consideration and on such terms as they may decide and on realization of consideration from such new purchasers, the Developers shall refund to the Purchaser/s the amount paid to them after deducting (i) 10% of the total price, which shall stand forfeited; (ii)the taxes/outgoings, if any, due and payable by the Purchaser/s till such termination; (iii) amount of interest payable by the Purchaser/s from the date of default till termination; (iv)the costs incurred by the Developers in finding the new purchaser of the premises; and (v)the amount of statutory levies, Service Tax, VAT etc. so paid by the Purchaser/s. The Developers

shall not be liable to pay to the Purchaser/s any interest on the amount so refunded and upon termination of this agreement.

24. The Developers subject to what is contemplated hereinafter shall offer to give possession of the premises to the Purchaser/s on or before _____ the developer after execution of these presents and simultaneously on receipt of all the payments mentioned in the agreement. If the Developers intentionally cause delay or fail or neglect to give possession of the premises to the Purchaser/s on account of any reason beyond their control and/or their agents including as per the provisions of Section 8 of Maharashtra Ownership Flats Act 1963, by the aforesaid time then the Developers shall be liable on demand to return to the Purchaser/s the amount already received by them at the rate of the State Bank of India Highest Marginal Cost of Lending Rate plus 2% (two percent) per annum from the date the Developers received the sum till the date the amounts and interest thereon are repaid, provided that by mutual consent it is agreed that dispute whether the stipulations specified in Section 8 have been satisfied or not will be referred to the Competent Authority who will act as Arbitrator. Till the entire amount paid by the Purchasers under these presents and interest thereon is refunded by the Developers to the Purchaser/s, there shall, subject to prior encumbrances if any, be a charge on the said premises.

PROVIDED that the Developers shall be entitled to reasonable extension of time for giving possession of premises on the aforesaid date if the completion of building is delayed on account of-

- (i) Non availability of steel, cement, other building material water or electric supply;
- (ii) War, civil commotion or act of god;
- (iii) Any notice, Order rule, notification of the Government and/or for other public or competent authority;
- (iv) Any other reason/cause beyond their control including strikes or agitation by the workers, employees or labourers of the Developer or the Contractors or suppliers and or delay/default by the Flat Purchaser/s in paying all amounts due and payable under this Agreement
- (v) Due to any Order, injunction, or stay if granted by the concerned authorities and/or Court of Law.

The Developers shall confirm the final carpet area that has been allotted to the Purchaser/s after the construction of the said Wing is complete and the Occupation Certificate is granted by the MCGM, by furnishing details of the changes, if any, in the carpet area, subject to a

variation cap of 3% (three percent). The total Sale Consideration payable on the basis of the carpet area of the said Premises/Flat shall be recalculated upon confirmation by the Developers. If there is any reduction in the carpet area within the defined limit of 3% (three percent), then the Developer shall refund the excess money paid by Purchaser/s within 60 (sixty) days with annual interest at the rate specified in the RERA Rules, from the date when such an excess amount was paid by the Purchaser/s if there is any increase in the carpet area allotted to Purchaser/s, the Developers shall demand additional amount from the Purchaser/s towards the Sale Consideration which shall be payable by the Purchaser/s prior to taking possession of the said Premises/Flats. It is clarified that the payments to be made by the Developers/Purchasers shall be made at the same rate per square meter as agreed in the Sale Agreement.

25. The Purchaser/s shall take possession of the premises within One week from the date of written notice from the Developers to the Purchaser/s intimating that the Part Occupation Certificate and/or Occupation Certificate has been received in respect of the such floors and/or additional/remaining floors and/or otherwise and the same is/are ready for use and occupation.
26. The Purchaser/s shall use the premises and every part thereof or permit the same to be used only for the purposes as may be permissible. He/she/they shall use the parking space if so permitted, in writing, only for purpose of keeping or parking the Purchaser/s own vehicle. The Developers shall have full right, absolute authority and entitled to allot/permit use of car parking space/open and/or stilt car parking space not already allotted, to such Purchaser/s as the Developers may deem fit and the Purchaser shall not object or dispute to the same.
27. Within a period of three months commencing from 51% (fifty one percent) of the total number of Flats/Premises in the Real Estate Project being booked by Purchaser/s, the Developers shall submit an application to the Competent Authority to form a co-operative housing society to comprise solely of the Purchaser/s and the other P u r c h a s e r / s of the f l a t s / premises in the said Building, under the provisions of the Maharashtra Co-operative Societies act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules.
28. The Purchaser/s shall, along with the other Purchaser/s of the premises/flats in the Real Estate Project, shall join and register a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder and in accordance with the provisions of RERA and the RERA Rules, in respect of the Real Estate Project in which the Purchaser/s of the premises/flats in the Real Estate Project alone shall be joined as members (“**the Society**”).

29. The Purchaser/s along with other Purchasers of flats/premises etc. in the said Building/all the 4 (four) Wings and also in the other building on being constructed on the said property or otherwise shall join in, formation and registration of a Society or limited company or organization under the Provisions of Maharashtra Ownership of Flats Act and/or Maharashtra Apartment Ownership Act, as may be suggested by the Developers and to be known by such name as the Developers may decide and for this purpose also from time to time sign and execute all such application for registration and/or membership and other papers and documents necessary for the formation and the registration of such organization and for becoming a member, including the bye laws of the proposed organization and duly fill in, sign and return to the Developers within a week of the same being forwarded by the Developers to the Purchaser/s, so as to enable Developers to register the organization of all the Purchaser/s under Section 10 of the said Act within the time limit prescribed by rule 8 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale Management and Transfer) Rules, 1964.
30. On the Apex body/Society being formed by all the Societies as may be formed and registered, the Purchaser, other Purchaser in the Building/s/Wing shall bear, pay and deposit in proportion to area of the Building/s/Wings, all such common expenses such as R.G. maintenance, garden, common electricity, common water charges etc. with the said Apex body/ Society who shall in its turn bear pay and discharge the same to the Concerned Authorities.
31. Commencing a week after notice in writing is given by the Developers to the Purchaser/s that the premises is ready for use and occupation, the Purchaser/s shall be liable to bear and pay from the date of the Occupation Certificate in respect of the said flat/premises (irrespective of whether the Purchasers has/have taken possession of the premises or not for any reason whatsoever) the proportionate share (i.e. in proportion to the floor area of the premises) of outgoings in respect of the said flat/property and building namely local taxes, betterment charges or such other levies by the Concern Local Authority M.C.G.M. and/or Government authorities towards water charges, property taxes, insurance, common lights repairs and salaries of clerks, bill collectors, chowkidars, Sweepers and Gardeners, Maintenance of water pump, lift common areas, Garden and all other expenses necessary and incidental to the management and maintenance of the said property and the said building. The Purchaser/s shall also be liable to pay to the Developers his/her/their share for payment of development charges and infrastructure charges/deposits etc. as may be demanded by the Developers. Until the Society/Societies limited company/organization is/are formed and the said property and buildings are transferred to it/them, the Purchaser/s shall pay to the Developers such proportionate

share of outgoings as may be determined by the Developers. The Purchaser/s further agrees that till the Purchaser/s share is so determined, the Purchaser/s shall pay to the Developers provisional monthly contributions of Rs.17,080/- per month towards all the aforesaid outgoings. The amounts so paid by the Purchaser/s to the Developers shall not carry any interest and remain with the Developers until a lease/conveyance/vesting documents is executed in favour of the Society or Organization or organization as aforesaid, subject to the provisions of Section 6 of the said Act on such Conveyance/declaration/ lease being executed, the aforesaid deposits (less deductions provided for in this agreement) shall be paid over by the Developers to the Society or Limited Company or Organization or Apex Body as the case may be. The Purchaser/s 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.

32. The Purchaser, on or before taking possession of the said premises shall pay to the Developers the following amounts (non-refundable and unaccountable):-

- i) Rs.25000/- for legal charges.
- ii) Rs.10000/- for formation and Registration of the Society.

The amount paid or becoming payable to the Developers by the Purchaser under this Sub-clause are non-refundable and shall not carry any interest. Save and except such clause above, the Developers shall not be liable to render any accounts of such amounts or deposit to such Purchaser or Society/Organization at any time.

The Purchaser/s shall also on or before taking possession of the said premises/ Flats pay to the Developers the following amounts.

- i) Rs. 1100/- for share money, application entrances fee of the Society or Organization.
- ii) Rs. _____/- for proportionate share of taxes and outgoings for 18 months inclusive of Property Tax/Assessment tax.
- iii) Rs. 75,000/- towards electric & water meter deposit charges.

Total Rs. _____/-(Rupees _____ Only)

Note: The Purchaser shall also on or before taking possession of the said premises pay to the developers proportionate Development Charges / Infrastructure Charges / Deposits etc. paid to be paid to the MCGM by the developers.

33. The Developers shall utilize the said non-refundable and un- accountable amount paid by the Purchaser/s to the Developers for meeting all legal costs, charges and expenses, outgoings, payment deposit including professional costs of the Attorney at Law/Advocates of the Developers in connection with formation of the said Society or as the case may be limited company preparing its rules regulations and bye laws and the cost of preparing and engrossing this Agreement and the Conveyance/ declaration and other documents.
34. The Developers shall raise bills periodically on the Purchaser in respect of his/her/their proportionate share of payment of outgoing for the said premises in advance for each month from the date of Occupation Certificate and the Purchaser shall duly pay and discharge the same regularly within 7 days of the date of the bills and Purchaser shall not withhold the same for whatsoever reason. The amount paid by the Purchaser shall not carry any interest and the same shall remain with the Developers until the vesting deed/s is/are executed and the management of the said building are handed over to the Society or Organization as the case may be, where upon the Developers shall pay upon after making deduction and utilizing, appropriating and adjusting amount therefrom or otherwise, to the Society or Organization. The Developers shall not be liable to render the account of the amount mentioned above individually to the Purchaser at any time.
35. It is also understood and agreed by and between the parties hereto that the terrace space, if any in front or adjacent to a flat in the said building shall belong exclusively to the respective flat Purchaser thereof along with the said flat and such terrace space is intended for the exclusive use of the respective terrace flat Purchaser. The said terrace shall not be enclosed by such Flat Purchaser if so allotted unless and until the permission in writing is obtained from the concerned local authority that is MCGM and the Developers or the society or the Limited Company as the case may be for that purpose.
36. The Developers shall be entitled to enter into Agreements with other Purchasers on such terms and conditions as the Developers may deem fit or alter the terms and conditions of the Agreement already entered into by the Developers with the other Purchasers if any, without effectively prejudicing the rights of the Purchaser in the said flat under this Agreement.
37. The Developers shall be entitled to enter into separate agreement/ agreements for allotment and sale of premises etc. in the said building or any other building as may be constructed on the said property from time to time including by use of benefit of TDR, on such terms and conditions and with such amenities as the Developers may deem fit and proper.

38. The Purchaser shall not be entitled to claim or demand any separate and exclusive amenities or facility including gate, garden, R.G., P.G., etc. in respect of said building nor shall claim any division, sub-division or otherwise of any such facilities, amenities and/or the said property. However the Developers shall at their option be entitled to do so, if they so desire. The Purchaser hereby confirm that the Developers shall be entitled to provide and give any additional extra facility/amenity to the Purchaser/ Occupier of other buildings as the Developers may desire and deem fit in their exclusive discretion.
39. It is expressly agreed, understood and confirm by the Purchaser herein that the Developers shall have full right, and absolute authority and entitled to allot, permit use of any of the portion of the open space surrounding or adjacent to said Building to occupiers/ Purchaser of premises in other buildings.
40. The Developers shall not be liable to share the Maintenance charges, Electricity Charges, Water charges, and other outgoings in respect of the unsold flats/premises/stilt car parking/open parking space. The Developers will bear the Municipal Assessment taxes if any, payable and nothing else.
41. It is also hereby expressly agreed that so long as it does not in any way effect or prejudice the right created in favour of the Purchaser in respect of the said flat, the Developers shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose of its right, title and interest in the said building and/or in the said property or any part thereof, or open land surrounding the said building and give portion of open land as open parking space or in any other manner they deem fit including to assign and/or give on lease or sub-lease or otherwise any portion or portions of the said property and the same shall be binding on the Purchaser.
42. The Powers and authority of the society or the Purchaser herein and the Purchasers shall be subject to the overall power control and authority of the Developers in any of the matters concerning the building and other structures on the said property, the construction and completion of buildings thereof and all amenities pertaining to the same and in particular the Developers shall have absolute authority and control as regard the unsold flats/garages/parking spaces etc. and disposed thereof.
43. The Developers shall, if necessary, become the member of the Society in respect of their rights and benefits conferred herein including with regard to unsold Flats/Premises or otherwise. If the Developers transfer assign and dispose of such rights and benefits at anytime to anybody, then, the respective assignee, transferee and/or the Purchaser thereof shall become members of the society in respect of the said rights and benefits. The Purchaser/s herein and the society will not have any objection to admit such assignee, transferee and/or Purchaser as the member of the society without any charges whatsoever.

44. The Purchaser/s for himself/herself/themselves with intention to bind all persons (into whosoever hands the premises may come) doth hereby covenants with the Developers as follows:

- a) Not to cause any nuisance, obstruction, or interference to the construction of other additional floors/wing building/buildings on the said property during the construction period and extend all necessary co-operation as may be required by the Developers;
- b) Not to obstruct or interfere with the rights of the Developers to allow any portion of open space in the property and/or the said building for performance of Pooja, prayers, get together or any small function/ social or religious functions by Purchaser of premises of any of the buildings to be constructed on the said property;
- c) To maintain the premises/flats agreed to be sold under this agreement at his/her/their own cost in good tenantable repair and condition from the date the possession of the premises is taken and shall not do or suffered to be done anything in or to the building in which the premises is situated, staircase or any passage which may be against the rules, regulations or bye laws of concerned local or any other authority or change alter or make addition in or to the building in which the premises is situated and the premises itself or any part thereof;
- d) Not to store in the premises/Flats any good 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 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 staircases, common passage or any other structure of the building in which the premises is situated, including entrances of the building in which the premises is situated and in case any damage is caused to the building on account of negligence or default of the Purchaser/s, in this behalf, the Purchaser/s shall be liable for the consequence of the breach;
- e) To carry at his/her/their own cost all internal repairs to the said premises/Flats and maintain the premises/Flats in the same conditions state and Order in which it was delivered by the Developers to the Purchaser/s and shall not do cause to be done anything in or to the building in which the premises is situate or the premises which may violate the rules and regulations and bye laws of the concerned local authority including BMC or other public authority. And in the

event of the Purchaser/s committing any act in contravention of the above provision the Purchaser/s shall be responsible and liable for the consequences thereof to the Concerned Local Authority and/or other public authority.

- f) Not to demolish or cause to be demolished the premises agreed to be allotted under these presents or any part thereof, nor at any time make or cause to made any addition or alteration of whatever nature therein or any part thereof, nor any alteration in the walls, balconies, entries to premises/ rooms, elevation and outside color scheme of the building in which the premises is situated and shall keep the portion, sewers, drains pipes in the building premises and appurtenances thereto in good tenable repair condition and in particular, so as to support shelter and protect the other parts of the building in which the premises is situated and shall not chisel or in any other manner damages to columns, beams, walls, slabs or RCC Pardis or other structural members in the premises without the prior written permission of the Developers and/or the Society or the Organization;
- g) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the wing/building in which the premises is situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance if so taken;
- h) 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 property and the wing/building in which the premises is situated;
- i) Pay to the Developers within seven days of demand by the Developers his/her /their share of security deposit demanded by Concerned Local Authority, BMC or Government or giving water, electricity or any other service or connections to the building in which the said premises is situated;
- j) To bear and pay in proportion increase in local taxes, water charges outgoings and such other levies if any, which are imposed or levied by the concerned local authority and/or Government and/or other public authority, on account of change of user of the premises by the Purchaser/s viz user for any purposes other than for residential purpose or for any other purpose or reason whatsoever;
- k) Not to claim any right to use the facilities of a common use of Club-House/Gym and other facilities without payment of Fees, charges etc. as contemplated above.
- l) The Purchaser/s shall not let, sub let transfer assign or part with possession his/her/their interest or benefit of this Agreement until all the dues payable to the

Developers under this agreement are fully paid up and only if the Purchaser/s had not been guilty breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has/have obtained prior consent in writing from the Developers and until conditions so imposed are fulfilled;

- m) The Purchaser/s shall observe and perform all the rules and regulations which the Society or the Organization may adopt as its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said wing/building and the premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority including MCGM and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society/Organization regarding the occupation and use of the premises in the wing/building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this agreement;
- n) Till a Lease/Conveyance/vesting documents/declaration of wing/building in which the premises is situated is executed and even thereafter till the Developers have used utilized and consumed all the FSI available presently or in future as also of TDR benefits, the Purchaser/s shall permit the Developers and their surveyors agents and authorized persons with or without workmen and others, at all reasonable times, to enter into and upon the said property and/or wing/building or any part thereof as also of the said premises agreed to be allotted under these presents to view and examine the state and condition thereof;
- o) The Purchaser shall sign and execute all documents, forms, applications, writings, affidavits, etc. as may be required by the Developers for effectually carrying out intention of the parties including to enable the Developers to complete the project as contemplated under these presents;
- p) The Purchaser shall either independently and/or jointly with other Purchasers comply with, fulfill, observe and perform all obligations and covenants on his/her/their part contained under these presents including payment of various amounts, charges, expenses, deposits/fees etc. ;

45. The consideration fixed under these presents is exclusive of payment of statutory charges or levies including service taxes, VAT, TDS/TCS, LBT and/or levies under other Concerned Statutes (Central and/or State) as levied upon or as may be levied upon by any authority or authorities of Government or Semi-Government. As agreed upon, the

Purchaser/s alone, in addition to the aforesaid consideration, shall pay and/or reimburse to the Developers all such statutory, levies and charges including service taxes, service charges betterment/ development/infrastructure charges, VAT, TDS, LBT (if so levied) payable under the Concerned Statutes (Central and/or State) as levied upon or as may be levied upon by the Concerned Authorities and the Developers shall not be held liable or responsible for the same. Any delay or avoidance in payment of the aforesaid amounts/charges levies etc. shall be construed as services breach of compliance of the terms under this Agreement and the Developers are entitled to exercise their rights including of termination of the Agreement as contemplated in clause (20) above.

46. It is expressly agreed that the Developers shall be entitled to sell the unsold premises in the said wing/building for the purpose of using the same as Guest House, Dispensaries, Nursing Homes, Maternity Homes, for Residential or for commercial use and/or any other user as may be permitted by the local concerned authority in that behalf and the Purchaser/s shall not be entitled to object to the use of the unsold premises for the aforesaid purpose at any time in future by the respective Purchasers thereof.
47. All the deposits payable to the MCGM, MMRDA, Adani Electricity, Reliance Energy, Mahanagar Telephone Nigam for water connection and electricity charges, drainage, telephone connection or of permanent deposits in respect of the said wing/building wherein the premises is situated which become payable shall be paid or reimbursed to the Developers by the Purchaser/s.
48. The Developers hereby reserve their right to give for the purpose of advertisement or by putting up hoardings or Neon Light Hoardings, etc. or any open spaces in the said wing/property/Building including on the terrace either by putting up separate and/or by using compound walls for the said purpose on such terms and conditions as the Developers may desire. The said right shall continue to subsist even after the said wing/building/property is conveyed and/or leased to the Society or any other organizations.
49. If any Municipal rates, taxes, cesses, assessments are imposed on the said wing/building/property due to such advertisements or hoardings put up on the open spaces or terraces or any other portion of the wing/building or compound walls of the said property, the same shall be borne and paid wholly by the Developers. The Developers shall be exclusively entitled to the income that may be derived by the display of such advertisement, hoardings at any time hereafter. The flat Purchaser will not object to the same for any reason whatsoever and shall allow the Developers, their agents, servants etc. to enter into the said wing/building/property, the terrace and any other open spaces in the said wing/building/property for the purpose of putting and/or

preserving and/or maintaining and/or removing the advertisements and/or hoardings. The Developers shall be entitled to transfer or assign such right to any person or persons whom they may deem fit and the flat Purchaser or the Society shall not raise any objection thereto.

50a) The Developers will at all times, be entitled to install the logos and/or name boards and/or put up advertisements boards/hoarding etc. of the Developers, and/or its Group Companies, (hereinafter referred to as the displays) with various devices (including electronic, laser and neon signs) in one or more places including on the Buildings on open space/s, the terraces of the said buildings and the compound walls of the property. The Developers and/or its Group Companies will not be liable to make any payment of any nature to the Society/Organization of the Purchasers in the said building or any other building/s, in respect of the said displays.

50b) The Developers will, at all times, in addition to its own displays be entitled, for its own benefit, to install or permit installation of other advertising displays, with various devices (including electronic, laser and neon signs) for commercial exploitation, in relation to the various products/ services etc. of other persons, in one or more of the terrace area and/or the wing/s/building, if they so desire. In case the Developers or such other persons as are permitted by the Developers (hereinafter referred to as the assignees of the said right) put up for commercial exploitation displays of products or services of other persons in the said wing/building, the Developers/the assignees of the said right shall annually pay to the Organization/Association/Society on being formed and registered of the said wing/building as the case may be, 25% of the net income after deducting all taxes. Save as aforesaid, the Association/ Society/members of the Association/Society shall neither have any other claim or right in respect of the said displays nor will they be entitled to object to the same nor shall claim any amount/compensation in respect thereof.

50c) The Developers/the assignees of the said rights stated in sub-clause (b) & (c) above shall, be entitled, to exploit the said right, notwithstanding what is stated elsewhere in this Agreement and at all times, at their own cost and expenses, to bring in and install, maintain, operate, repair, paint, alter and/or change the displays and the communication equipment as the case may be and carry out steel fabrication, related R.C.C. and other civil and other works and to approach the MCGM, Reliance Energy, Tata Power or any other concerned authorities, in their own right, for the purpose of obtaining licenses and other permissions and entitlements, in his/their own name for exploiting the said rights aforesaid and shall have full, free and complete right of way and means of access to the display, the communication equipment on the said terraces and shall bear and pay all municipal rates and taxes, license fees, entitlement fees and other payments as

may become payable to the MCGM, the State Government, the Central Government and/or other concerned statutory authorities charges and/or license fees charged for the purpose of exploiting the said rights.

- 50d) The Purchaser and the occupants/purchasers of the various flats/premises in the said wing/building and the organization to be formed of all the flats/premises Purchasers in the said wing/building shall not change or remove the displays and/or communication equipment so installed under any circumstances and shall give to the Developers and the assignees of the said rights, all necessary co-operation for enabling him/her/them/it to install, maintain repair, change and operate the display/communication equipment, as the case may be, and exploit the said rights including by use of the common areas and facilities of the said wings/building for ingress and egress to and from the area in which such displays or communication displays are installed and shall ensure that no damage is done to the display and/or communication equipment and that no obstruction or hindrance is caused in the operation thereof. The documents of transfer to be executed, as hereinafter mentioned shall contain appropriate provisions in respect of the said rights. The Purchaser expressly consents to the same.
51. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said premises or of the said property and wing/building or any part thereof. The Purchaser/s shall have no claim save except in respect of the premises hereby agreed to be allotted and sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces on the wing/building, recreation spaces etc. will remain the property of the Developers until the said property and building are transferred to the Society/Organization as hereinbefore mentioned and till all the FSI available presently or in future due to change in D C Rules and TDR benefits are used utilized and consumed.
52. Any delay tolerated or indulgence shown by the Developers in enforcing the terms of this Agreement or any forbearance of giving of time to the Purchaser/s by the Developers shall not be construed as a waiver 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/s or shall the same in any manner prejudice the rights of the Developers.
53. It is specifically and expressly agreed that in the event of the Developers require to install or erect any structure or room for the purpose of installation of Transformer or any other instrument to obtain necessary supply of electricity for the building to be constructed on the said property from B.S.E.S./BEST/Adani Electricity Board, Tata Power or any other Concerned Authorities either within the said property or in the wing/building to be constructed thereon then in such event the Purchaser/s shall bear

and pay the said outstanding charges, deposits and expenses to be incurred paid or deposited with the said or to any other Concerned Authorities for the said purpose, proportionately as may be decided by the Developers. The Developers shall not be liable to bear and pay the said expenses, charges or deposits as may be required to obtain electricity supply from the said Electricity Board and authorities.

- 54 The Developers shall be at full liberty to sell, assign, mortgage, to enter into Joint Venture or create any right or otherwise deal with their right and interest in the aforesaid property and/or building/s and/or wing or any of them subject to the rights of the Purchaser/s under this Agreement. The Developers shall have full right and absolute power and authority and will be absolutely entitled to raise loan/finance for development of the said property or otherwise and to keep the said property as security for repayment thereof.
- 55 The Purchaser hereby gives his/her/their express consent to the Owner to raise any loan against the security of mortgage of the said property and the said building/buildings being constructed thereon and for mortgaging the same with any bank/s or any other party. This consent is on express understanding that any such loan liability shall be borne by the Developers at their expenses before the possession of their flat is handed over to the Purchaser.
- 56 The Developers shall in respect of any amount remaining unpaid by the Purchaser/s under this Agreement have first lien and charge on the said flat/premises agreed to be purchased/acquired by the Purchaser/s.
- 57 It is expressly and specifically agreed understood and confirmed by the Purchaser/s that till the Conveyance, lease or vesting documents in respect of the said property/Building/Wings on being constructed in all respect and other buildings to be constructed and even after execution of such conveyance/ lease/documents in favour of the said organization to be formed registered/incorporated by the Purchaser/s of flats/premises in the said building, the Developers shall have full right, power and absolute authority to deal with or dispose of the unsold flats /premises/open/stilt parking etc. which are in the name of the Developers or their nominee/s to the person or persons of their choice and to their absolute discretion to which the Purchaser/s herein and other Purchasers shall have no right or authority to object or challenge the same. If all the flats are not sold by the Developers before the common Organization/ Society is registered or even after the said property is transferred to the common organization, the Developers shall hold such unsold flat/s in its name not as member/s of such common organization but as absolute Developers thereof and it shall not be subject to or governed by the bye-laws rules and regulations including the tenancy

regulations of such common organization. The Developers shall not pay any maintenance charges, outgoings, Municipal taxes or any other charges in respect of such unsold flats, to the common organization. The Developers shall have the unqualified and unrestricted right and authority to sell and dispose of such unsold flat/s, car parking, etc. to any person of the Developers' choice and the common organization and/or its members being the flat Purchasers of the flats in the said building shall not object to any such sale or disposal by the Developers nor shall it or they refuse to enrol the Purchasers of such unsold flat/s from the Developers as members thereof. In the event of the Developers not being able to sell and dispose of any flats remaining unsold on the date of registration of the common organization or on the date of Conveyance/Lease etc. of the property in favour of the common organization on 'Ownership' basis on the terms and conditions similar hereto, the Developers shall be at liberty and entitled to allow such premises to be used temporarily by any person of their choice on a non permanent basis pending disposal thereof on Ownership basis without obtaining the approval, sanction or consent of the common organization and neither the Flat Purchaser nor the common organization shall be entitled to object to the same. For the period of such use and occupation of such unsold flat/s by the Developers through such person, the Developers shall pay to the common organization only the actual outgoings due in respect thereof and shall not be liable to contribute any amount towards sinking fund, repairs, etc. or for any other fund provided for under the Bye-laws, rules and regulations or resolutions of such common organization. The Conveyance/Lease to be executed in favour of the common organization shall have appropriate covenants to these effects. On the Developers intimating to the Society or limited company, as the case may be the name or names, of the Purchaser or Purchasers of such unsold flats/premises etc. the Organization/Society shall admit and accept such person/persons as their member/s and shareholder/s and shall issue/transfer share certificate in favour of such person/persons without charging/ recovering any premium, fees, donation or any amount of whatsoever nature for such transfer.

- 58 It is expressly agreed and confirmed by the Purchaser/s that he/she/they shall be bound and liable to bear and pay and discharge his/her/their proportionate share of taxes, rates, charges, cesses, maintenance charges and all other expenses penalties, premium duties development charges, betterment charges and outgoings payable in respect of the flats/premises agreed to be purchased by the Purchaser/s under this Agreement, from the date of Developers intimating to the Purchaser/s to take possession of the premises agreed to be purchased by the Purchaser/s. Such date of handing over the possession of the said premises will be intimated by the Developers to the Purchaser/s at their address given in Para (60) herein by post under certificate of posting. The intention of the parties hereto being clear that irrespective of the fact whether the Purchaser/s takes

possession of the premises agreed to be purchased by him/her/them under these presents on the date intimated by the Developers as aforesaid or not, or whether the Developers demand for the same or not, the Purchaser/s shall without any reservation or objection bear pay and discharge his/her/their share of the aforesaid taxes, charges, cesses, rates, maintenance charges expenses, penalties, duties, premium and outgoings etc. of the said premises and the said building. The decision of the Developers as regards the time period, proportion of the amount demanded shall be final and binding upon the Purchaser/s.

- 59 The Purchaser/s shall observe, perform and abide by all the conditions and stipulation contained in the permissions, sanctions and approval given/granted by the concerned authorities including of Municipal Corporation of Greater Mumbai.
- 60 The Purchaser/s shall alone bear and pay stamp duty, Registration charges, penalties and other costs, charges and expenses in respect of this Agreement and/or vesting documents including Conveyance, Lease etc. the Developers shall not be held liable or responsible for payment or contribution towards such amounts. The Purchaser/s shall lodge this Agreement and along with other Purchasers of premises and/or cause the Society/ Organization or Apex body to lodge conveyance/declaration/lease for registration before the Sub-Registrar of Assurances including at Andheri/Bandra within the time limit prescribed under the Registration Act. The Developers shall attend the office and admit execution thereof after the Purchaser/s informs the Developers the number under which this Agreement is and other documents are lodged for registration.
- 61 In the event of deduction of any amount by way of TDS or otherwise from the amount of the said consideration/purchase price of the said premises/Flats, the Purchaser/s after deducting such amount shall immediately deposit the same with the Concerned Authority and shall issue Certificate of Deduction within 15 days thereafter to the Developers.
- 62 All notices, intimations, letters, communications, etc. to be served on or given to the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served by post under certificate of posting at his/her/their address as specified below:-
Purchaser/s.

_____, having address _____.

- 63 The fixtures, fittings and amenities to be provided in the said flat/premises and the materials to be used and the specification of the said building are those as set out in the **Annexure- "G"** and the Flat Purchaser/s has satisfied himself/herself/themselves about the specifications and amenities to be provided therein.

- 64 It is clarified that the common area and facilities mentioned in Annexure- “G” including other common facilities, if any, made available on the said property, shall not be available to the Flat Purchaser/s and the Flat Purchaser/s shall not claim any right to use the same and will remain the property of the Developers until the land and building is transferred to the Society/Limited Company/Organization/Apex Body etc. as the case may be.
- 65 If any provision of this Agreement shall be determined to be void or unenforceable under the RERA or the Rules and Regulations made thereunder or under other applicable laws, such provisions of this Agreement shall be deemed amended or deleted in so far as they are reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to RERA or the Rules and Regulations made thereunder or the applicable laws, as the case may be, and the remaining provisions of this Agreement shall remain valid, binding and enforceable as applicable at the time of the execution of this Agreement.
- 66 Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the Authority as per the provisions of RERA and the Rules and Regulations. This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in Mumbai City, and the Courts of Law in Mumbai will have exclusive jurisdiction with respect to all the matters pertaining to this Agreement.
- 67 The Permanent Account Number of the parties hereto is as follows:-

Developers.

PAN NO.

M/s. Level 6

Purchaser/s.

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

THE FIRST SCHEDULE ABOVE REFERRED TO:

All that piece or parcel of land admeasuring about 600 sq. yards i.e. 501.6 sq. mtrs bearing C.T.S No. E/86/20/2 along with semi permanent/kuchha building including chawl residential structure with studio standing thereon admeasuring about 234.55 sq. mtrs carpet area situate at Revenue Village : Bandra, Taluka Bandra in the Registration District and Sub District of Mumbai Suburban and the said property is assessed by the Municipal Corporation of Greater Mumbai, H/West Ward under property a/c no. HW0906010190000.

THE SECOND SCHEDULE ABOVE REFERRED TO:

Description of the said Flat

The Flat No. _____ on the _____ Floor having RERA Carpet Area admeasuring about _____ Sq. Mtrs in the Real Estate Project Known as “Level 6 solitaire” (the said building) situated on the land more Particularly described in the First Schedule.

SIGNED, SEALED AND DELIVERED)

by the withinnamed “DEVELOPERS”)

M/S. LEVEL 6)

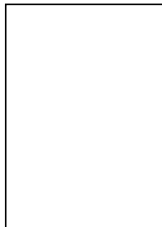
Through its Proprietor)

Mr. Pritesh M. Sanghvi)

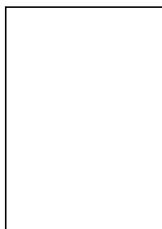
in the presence of)

SIGNED, SEALED AND DELIVERED)

by the withinnamed “PURCHASER/S”)



_____)



_____)

in the presence of)

)