

AGREEMENT FOR SALE

THIS ARTICLES OF AGREEMENT made at Mumbai this ____ day of _____ in the Christian Year Two Thousand Seventeen.

BETWEEN

KD LITE DEVELOPERS PRIVATE LIMITED (formerly known as M/s. K.D. Lite Developers) a company incorporated under the Companies Act, 1956, through their Director **Mr. Milind Mahendra Ruparel**, having its corporate office at Ruparel Iris, 1st Floor, Plot No. 273, Near Big Bazaar, Senapati Bapat Marg, Matunga Road (West), Mumbai – 400016, hereinafter referred to as **"THE PROMOTERS"** (which expression shall unless it be repugnant to the context or meaning thereof mean and include its administrators, successors in business and assigns) **OF THE ONE PART;**

AND

_____, an/both adult/adults, Indian inhabitant/s residing at _____, hereinafter called **"the purchaser/s"**, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of individual include his/her/their respective heirs, executors, administrators and permitted assigns / in case of the HUF, the members and the coparceners of HUF from time to time and the last surviving member and coparcener and the legal heirs, executors and administrators of such last surviving member /in case of partnership firm the partners or partner as at present constituting the said firm the survivors or survivor of them and the heirs, executors, administrators and permitted assigns of the last survivor or survivors and in case of a limited company / corporate body its successors and permitted assigns) **OF THE OTHER PART;**

WHEREAS:

- A.** Maharashtra Housing & Area Development Authority (MHADA) is the owner of the land/Property to be developed under SRA Scheme/Provisions bearing C.T.S. No. 470 (part) together with the structures standing thereon, situated at Village Chembur, lying, being and situated at Off Eastern Express Highway, Near Swastik Park, Mumbai-400 071, within the Registration District of Mumbai and Mumbai Suburban-District
- B.** The above property was occupied by various persons who were residing with their respective families in their respective structures, hutments who had formed themselves into a society namely N. G. Acharya Nagar Co-op. Hsg. Soc. Ltd., a society registered under the Maharashtra Co-op. Soc. Act 1960 under No. BOM / WM / HSG / TO / 4950 / 1989 – 90 (hereinafter referred to as “**the said Society**”).
- C.** By an Indenture of Lease dated 25th January, 1994 duly registered with the Sub-Registrar of Assurances at Bandra under No. P 500/1994 on 25th January, 1994 made and entered into between “N.G. Acharya Nagar Co-op. Hsg. Society Ltd.” i.e. the said society on one hand and MHADA on other hand, MHADA has interalia granted lease of the Property bearing CTS No. 470 (part) admeasuring 5672 sq. mtrs. or thereabouts of Village Chembur in the Registration District and Sub-District of Mumbai Suburban District in favour of the said Society, for consideration and on the terms, conditions and covenants mentioned therein.
- D.** The Property was completely occupied by members of the said Society / tenants / occupants.
- E.** In the events that have occurred the society has become entitled to as lessees the property bearing CTS No. 470 (part) admeasuring 6784.30 sq. mtrs. together with structures thereon of Village Chembur in Mumbai Suburban District, lying being and situate at Off Eastern Express Highway, Near Swastik Park, Mumbai-400 071, being the property more particularly described in the Schedule hereunder written and shown on the plan in BROWN colour boundary line and annexed hereto as **ANNEXURE “A”** hereto (hereinafter referred to as “**the Property**”).
- F.** By Special General Body Meeting dated 22nd February, 2004, the said Society interalia vide Resolution No. 2 did resolve to adopt the Slum Rehabilitation Scheme, to acquire free of cost permanent alternate accommodation each having carpet area of 466.40 sq. ft. and to assign to one **M/S. MIDAS BUILDERS** through its partnership Mr. Suresh Chawda and **Smt. Irene Edwyn D’Mello** having its address at 36/1, TN Sadanand CHS Ltd. Tilak Nagar, Chembur, Mumbai 400 089, the development work of the said Property, under Regulation No. 33 (10) of the Development Control Regulation for Greater Mumbai 1991.

- G.** The appropriate authority i.e. Slum Rehabilitation Authority (“**S.R.A.**”) has issued Annexure II, setting out details of the eligible and non-eligible slum dwellers.
- H.** The Slum Rehabilitation Authority has thereafter issued Annexure III on 06th September, 2012 which was revised from time to time bearing no. SRA / ACCT / ANNEXIII / CERT / 954 / 2012 / 2207, setting out details of the SRA Scheme.
- I.** By a Development Agreement dated 6th April, 2004, made and entered into between the Society through its authorized committee members/office bearers (therein referred to as “the Society”) of the one part and M/s. Midas Builders (therein referred to as “the Developers”) of the other part, the Society therein agreed to grant all the development rights in respect of the said Property to M/s. Midas Builders, for the consideration and on the terms and conditions more particularly set out therein.
- J.** By a Declaration dated 21st July, 2007 made and executed by the said Society (therein referred to as “the Owners”) the Society has interalia confirmed the above Development Agreement dated 6th April, 2004. The said Declaration is duly registered in Sub-Registrar of Assurances at Kurla under No. BDR/30/5772 of 2007.
- K.** Thereafter the said Society has also executed an Irrevocable Power of Attorney dated 18th August, 2007, registered with the Sub-Registrar of Assurances under serial No. BDR/13/6480/2007 dated 18th August, 2007, in favour Smt. Irene Edwyn D’Mello, sole proprietor of the said M/s. Midas Builders interalia to obtain various statutory permissions, carry on construction / development works on the said Property, to sell the premises to be constructed from the FSI available and to appropriate the sale proceeds thereof and to do various acts, deeds, matters and things in respect of the said property.
- L.** The said M/s. Midas Builders also obtained individual irrevocable consents and have entered into separate individual agreements with all slum dwellers / tenants / occupants on the said property.
- M.** The Slum Rehabilitation Authority issued Letter of Intent dated 8th November, 2007, bearing No. SRA/ENG/881/MW/MHL/LOI, permitting slum redevelopment of the said Property under Regulation No. 33 (10) and Appendix – IV of the Development Control Regulation for Greater Mumbai 1991, to the M/s. Midas Builders.
- N.** By Development Agreement dated 24th December, 2007, registered with the Sub-Registrar of Assurances under serial No. BDR/7/06396/2007 dated 24th December, 2007, the Society (therein referred to as “the Society”) of the One Part and the said M/s. Midas Builders, (therein referred to as “the said Developers”) of the Other Part and the Promoters herein i.e. *M/s. K.D. Lite Developers*, (therein referred to as “the said Sub-Developers”) of Second Part

and the said Society and the said M/s. Midas Builders granted the development rights to the Sub-Developer therein free from all encumbrances, claims, demands and burdens, in respect of the whole of the Sale Building, to be constructed on a portion of the said property by utilizing FSI, as more particularly set out therein for consideration and on the terms and conditions mentioned therein.

- O.** Pursuant to the Resolution passed in Special General Meeting of the Society held on 30th December, 2011, it was resolved to grant development right to the said property to the Promoters herein alone.
- P.** By a Common Consent dated 10th January, 2012, the 238 members of the said Society have consented to redevelopment of the said property by the Promoters herein.
- Q.** Pursuant to the above resolution by Development Agreement dated 9th April, 2012, made and entered into between the Society through its authorized committee members/office bearers (therein referred to as “the Society”) of the one part and the Promoters (therein referred to as “the Developers”) of the other part, the Society therein agreed to grant all the development rights in respect of the said Property to the Promoters, for the consideration and on the terms and conditions more particularly set out therein.
- R.** Thereafter the said Society has also executed an Irrevocable Power of Attorney dated 9th April, 2012, in favour of the Promoters interalia to obtain various statutory permissions, carry on construction / development works on the said Property, to sell the premises to be constructed from the FSI available and to appropriate the sale proceeds thereof and to do various acts, deeds, matters and things in respect of the said property
- S.** By an Undertaking dated 8th May, 2012, registered with the Sub-Registrar of Assurances under serial No. BDR-3-04426-2012 on 9th May, 2012, executed by Mrs. Irene Edwyn D’Mello, sole proprietor of M/s. Midas Builders in favour of The Chief Executive Officer, SRA, Mumbai, the said Irene Edwyn D’Mello has interalia recorded her ‘No Objection’ for deleting the name of M/s. Midas Builders from the records of the SRA and appointing the Promoters herein as the Developer in respect of the said Property and further that recorded her ‘No Objection’ to SRA issuing revised Letter of Intent in favour of Promoters as the developer of the said Property.
- T.** Pursuant to the aforesaid the Slum Rehabilitation Authority has from time to time issued Letter of Intent dated 8th November, 2007 and Revised LOI’s dated 16th May, 2012, 21st December, 2016 and 04th March, 2017, bearing No. SRA/ENG/881/MW/MHL/LOI, (hereinafter collectively referred to as “**the said LOI**”) interalia permitting slum redevelopment of the said Property under Regulation No. 33 (10) of the Development Control Regulation, for Greater Mumbai 1991, to the Promoters herein, subject to the terms and conditions set

out therein in the LOI and the same may be amended from time to time as may be required by the concerned authorities

- U.** Thereafter the Promoters have obtained the Intimation of Approval (IOA) dated 17th May, 2012 bearing No. SRA/ENG/2775/ME/MHL/AP and amended IOA dtd. 29th March, 2017 bearing No. SRA/ENG/2775/MW/MHL/AP in respect of the said Property and the same may be amended from time to time as may be required by the concerned authorities. A copy of the IOA is annexed hereto and marked as **ANNEXURE “B”**.
- V.** Thereafter the Promoter has obtained the Commencement Certificate dated 05th October, 2012 (**“CC”**) bearing No. SRA/ENG/2275/MW/MHL/AP for the said Property and procured further Commencement Certificate on 4th February 2016 and revised from time to time and the same may be amended from time to time as may be required by the concerned authorities. A copy of the CC are annexed hereto and marked as **ANNEXURE “C”** and **"C1" respectively**.
- W.** Thereafter, the Developers / Promoters herein has obtained the following permissions sanctions and No Objection Certificate from the competent authorities, they are as follows :

 - (i) Environment NOC dated 25th January, 2016, bearing No. SEAC2013/CR 188/TC1
 - (ii) Chief Fire Officer NOC, Mumbai Fire Brigade dated 29th May, 2012 bearing no FB/HR/ES/4635
 - (iii) Airport Authority of India NOC, dated 03rd September, 2015, bearing no BT-1/NOCC/CS/MUM/15/215.
- X.** In these circumstances, the Developers / Promoters herein are entitled to develop the said Property by utilising the full permissible Floor Space Index (FSI) in respect of the said Property and also FSI by way of Transfer of Development Rights (TDR) and any other benefits available on the said Property and deal with the premises constructed therein in the manner it deems fit and proper.
- Y.** The copy of the City Survey Plan with respect to the said property with bearing C.T.S. No. 470 (part) of Village Chembur, showing the boundary thereon are also annexed hereto and marked as **ANNEXURE “D”**.
- Z.** The said Property, as per the Development Plan Remarks dated 14th September 2011, bearing Sr. No. CHE/408/DPES/M, the Assistant Engineer, M Ward, Development Plan stated the reservations affecting the Property. It is stated in the Development Plan Remarks that there are no reservation on the Property. It is further stated that the Property falls in a Residential Zone (R). A copy of Development Plan Remarks dated 14th September 2011, bearing Sr. No. CHE/408/DPES/M is annexed as the **ANNEXURE “E”** hereto.
- AA.** The name of Government of Maharashtra is reflecting as “the Owner” into the Column of the Holder in the Extract of Property Register Card / Rule Card in such

capacity and in the other related revenue records in respect of the Property, as maintained by the Talathi under the provisions of the Maharashtra Land Revenue Code, 1966 in the revenue record. The copies of the Extracts of Property Register Card is annexed hereto as **ANNEXURE “F”**.

BB. The said Promoter has got approved from the Slum Rehabilitation Authority (hereinafter referred to as "**the SRA**") a layout for the said scheme. As per the layout the said Promoters will construct on the rear side of portion of the said Property, a building having two wings being **Wing “E”** and **Wing “F”**, each consisting of ground plus 14 (Fourteen) upper floors being the rehabilitation buildings for rehabilitating the slum dwellers and delineated on the plan annexed hereto as **ANNEXURE “G”** and thereon shown surrounded by RED colour boundary line (hereinafter referred to as "**the Rehabilitation Buildings**"). The Promoters is in the process of constructing the Rehabilitation Buildings which includes the Balwadi, Welfare Centre and Society Office which are to be handed over to the concerned authority.

CC. It is further agreed, declared and confirmed that earlier the layout consisted of two buildings each having two wings being (i) **Wing “A” & Wing “B”** consisting of ground plus 14 Upper floors (out of which the ground plus 1 upper floor is for commercial premises and thereafter i.e. 2nd (second) Floor onwards is for Residential Premises) for residential premises and (ii) **Wing “C” & Wing “D”** consisting of Stilt and podium of 2 (two) upper floors for car parking spaces and 3rd (third) floor onwards for residential premises and (iii) a common basement under the sale buildings namely Wings A, B, C and D for the parking of cars of Purchasers of premises in Wings A, B, C and D, which shall be allotted by the Promoters. The Promoter were developing in the center portion of the said Property (i.e. between the Wing ‘A’, Wing ‘B’, Wing ‘C’, Wing ‘D’, Wing ‘E’ & Wing ‘F’) stilt plus two upper floors out of the stilt and 1 upper floor which was sanctioned for Car Parking Spaces, for car parking spaces for Wings “A”, “B”, “C” & “D” only and the 2nd upper floor was sanctioned for garden. However due to planning and structural constraints including in view of the topography of the land it became necessary to amend the plans. The Promoters thereafter submitted amended plan for sanction and have obtained necessary sanction / approvals from the appropriate authority and the layout is now as under:

- (i) Wing “E” and “F” for rehabilitation of existing slum dwellers/ occupants.
- (ii) Wing “A” and “B” consisting of ground plus 11 floors or more upper floors which includes commercial premises on the ground and residential premises on the 1st floor onwards, subject to approval from the concerned authorities,
- (iii) Wing “C” and “D” consisting of stilt plus 15 or more upper floors .
- (iv) There will be a common basement only under Wing “A” and “B” for parking of cars.

- (v) There will be 3 (three) towers of mechanical car parking between Sale Wing “D” and Rehab Wing “E” in place and instead of the structure which was earlier proposed to be in center consisting of stilt plus upper floor parking. The Wings “A” and Wing “B” are shown surrounded by Blue colour boundary line, the Wing “C” and Wing “D” are shown surrounded by Blue colour boundary line, Wing “E” and Wing “F” are shown surrounded by Red colour boundary line and the 3 parking towers are shown surrounded by Green colour boundary line on the plan annexed hereto as **Annexure “G”** hereto. The name of the said buildings is proposed to be “RUPAREL ORION” the said sale Wings “A” to “D” are hereinafter referred to as “the said Building”.
- (vi) The Purchaser is aware of the aforesaid and has accepted the same. It is further agreed that the Promoters shall be entitled to make further changes in layout and plans so long as the same do not affect the location and area of the premises allotted to the Flat Purchasers herein. This agreement shall be deemed to be an irrevocable consent to the Promoters to make any changes in the layout and/or structures.

DD. The Purchaser/s acknowledge/s and understand/s that in view of the paucity of available car parking spaces in the said building, a majority of the car parking spaces provided in the said building are in the form of a chess type automated mechanical car parking system, which shall have a floor mounted roller bed type system, allowing criss cross movement of car parking pallets, in the car parking towers wherein there shall be no identified spot/place which may be earmarked for parking of vehicles of a particular acquirer of premises in the said Building and which shall be designed to minimize the area and/or volume required for parking cars (hereinafter referred to as “**the Mechanical Parking**”). The Purchaser/s is/are aware that such Mechanical Parking involves operation of an automated machine for parking and removing cars from the Mechanical Parking system and the same could be time-consuming and the Purchase/s acknowledge/s that the Purchaser/s has/have no objection to the same. The Purchaser/s is/are aware that such Mechanical Parking also requires a valet system by appointment of qualified drivers, for ease of parking and removing of vehicles from the parking slots in the Mechanical Parking system.

EE. For the effective management of car parking spaces in the said Building and in order to avoid any later disputes, the Developers are entitled to carry out a tentative earmarking of a certain number parking spots in the mechanical parking system of the said Building for exclusive use thereof by certain acquires of premises in the said Building depending on availability of parking spots in the Mechanical Parking System. The Purchaser/s agree/s that the Developers shall be entitled to do such earmarking of such number of car

parking spots at its discretion and the Purchaser/s hereby accept/s the decisions taken by the Developers in relation to such earmarking of car parking spots. The Purchaser/s further agrees/s and undertakes/s that pursuant to formation and registration of the organization of flat purchasers/holder/s (defined in Clause 16 hereof as the Common Organization) and admission of the Purchaser/s to the said Common Organization as member/s thereof, the Purchaser/s shall cast his/her/their votes in the first general meeting or shareholders meeting, as the case may be, of the Common Organization in favour of approving such car parking earmarking as done by the Developers, so that the respective person/s in whose favour the Developers have earmarked a certain number of car parking spots, will be allotted such respective car parking spot/s by the said Body for exclusive use along with rights of transferability in respect thereof. As per such tentative plans prepared by the Developers, the holder of the said premises would be entitled to park ____ (_____) vehicle/s in the Mechanical Parking system.

- FF.** It is clarified that in the event that the car parking spot/s are tentatively earmarked for the Purchaser/s in the Mechanical Parking, then and in such an event, the Purchaser/s may not be allotted any independent or identifiable car parking spaces/s. Within each mechanical parking system, there shall be no identifiable space for parking of any particular vehicle/s. The Purchaser/s hereby confirm/s that the Purchaser/s has/have no objection to the same and that the Purchaser/s shall not park his/her/their car/s at any other place in the said Building. The Purchaser/s hereby agree/s and undertake/s that the Purchaser/s shall bear the costs and expenses of the maintenance of such Mechanical Parking system or also keep such valet parking facility at his/her/their costs for parking or removal of cars from the Mechanical Parking system. The Purchaser/s shall not refuse to bear such costs and/or expenses on the ground of non-utilisation of such Mechanical Parking system or valet parking facility or on any other ground whatsoever and howsoever arising.
- GG.** The Promoters shall however be entitled to change the portion and/or location of the garden or sewerage treatment plant as they may desire. The same shall be used by the persons who may acquire office, premises, flats, shops etc. commonly and which have to be maintained jointly by them.
- HH.** In the premises the Promoter are absolutely entitled to the development rights in respect of the said Property in the manner as they may deem fit and proper.
- II.** The Promoter have subject to the terms and conditions of the Development Agreements dated 24th December, 2007 and 9th April, 2012 and LOI dated 8th November, 2007, and revised LOI dated 16th May, 2012, 21st December, 2016 and 04th March, 2017 and writings referred to herein and any amendments, modifications and/or changes therein, the sole and exclusive right to sell and/or otherwise deal with the premises / offices / flats / shops / garages / parking space / offices or any other premises to be constructed by the Promoter on the

said Property and to enter into agreement/s with the Purchaser/s of the premises, offices, flats, shops/offices, garages, parking space etc. and to receive the sale proceeds in respect thereof.

- JJ.** The Promoters have appointed an Architect registered with the Council of Architects and have also appointed a Structural Engineer for the preparation of structural designs and drawings of the said building and the Promoters accept the professional supervision of the Architect and Structural Engineer till the completion of the said building.
- KK.** The said M/s. K.D. Lite Developers a partnership firm got converted into a private limited i.e. K.D. Lite Developers Private Limited, registered with Registrar of Companies vide Certificate of Registration dated 2nd August, 2012 bearing Corporate Identity No. U70101MH2012PTC234084.
- LL.** In these circumstances, the Promoter are in process of constructing the rehab and sale buildings on the said Property and are selling on ownership basis, premises, offices, flats open / stilt car parking space and other premises in the sale buildings.
- MM.** At the instructions of the Promoters, Preeti Brahmania, Advocate investigated the title of the Promoters and right of Promoters to construct buildings on the said Property and sell premises therein, and the said Advocates by their Title Certificate dated 01st December, 2012, opined that the title of the Promoters to the said Property is marketable and that the Promoters is authorized and entitled to develop the Sale Building on the portions of said Property and construct buildings thereon and sell the premises therein. A copy of the said Title Certificate is also annexed hereto and marked as **ANNEXURE "H"**.
- NN.** Further buildings/wings may be constructed on the Property by utilizing balance F.S.I. in respect of Property or any other F.S.I. which may be available in respect of the said entire property or otherwise as also by utilizing T.D.R. as may be permitted in law for construction on the Property or any part thereof. The Promoters alone shall be entitled to the same.
- OO.** There is an electric substation constructed by Reliance Energy on a portion of the said Property.
- PP.** The Promoters as aforesaid will be constructing more than one buildings/wings on the Property. In respect of each of such buildings, the promoters may at their discretion decide to have separate societies in which case portions of the Property i.e. the said property & shown on the plan thereto by green colour boundary line as aforesaid with an access will be leased to such society for a period of 99 or other shorter period as may be granted by the Appropriate Authority years with nominal lease rent of Rs.11/- per year with all powers of Promoter to the ultimate society. Similarly leases will be granted in respect of other buildings, to be constructed on the Property. It is made clear that the

Promoters may grant the assignment of lease of entire Property jointly in favour of societies to all the Societies that may be formed in respect of buildings, on the said Property at their own discretion and in such case a separate document will be executed between all such societies for having common use, enjoyment maintenance thereof as also regarding responsibilities therefore. In case of there being separate societies and separate lease documents being executed a right of way shall be granted by the Promoters or the Owners/Lessees for the time being of the property as may be convenient for users of the building to be constructed. The Promoters may at their own discretion decide to have a common society in respect of all the buildings on Property in which case common conveyance will be granted in favour of a single society. The Promoters will be entitled to rearrange the boundary of the remaining portion of Property to which the Purchaser and/or ultimate society shall have no right and shall not claim any right therein.

- QQ.** The proposed Sale Building is only a part of a larger construction scheme of the Promoters who propose not only to construct the said Sale Building and develop the said property but are also desirous of developing the adjoining properties or one or more of them. The said adjoining properties are hereinafter jointly referred to as "Adjoining Land" and the entire property and the "Adjoining Land" are jointly referred to as "The Scheme Land". The Promoters shall be entitled to amalgamate the development of the said Property alongwith any Adjoining Lands in which event there will be joint development of both/ all such properties. There will be additional re-habilitation building/s to rehabilitate the slum dwellers/occupants/tenants of such other properties and there shall be further floors / wings / buildings for the sale component in respect of such other property. The Promoters shall be entitled to make necessary changes in the plans as they may deem fit.
- RR.** The Promoters have got approved from the concerned local authority, the plans, specification, elevations, sections and details of the said building.
- SS.** The Promoters have accordingly commenced construction of the said Sale building in accordance with the said plans. The Promoters are offering premises / offices / flats space on ownership basis in the said Sale Building.
- TT.** The present layout, design, elevation, plans etc., may be required to be amended from time to time by the Promoters and the Purchaser/s has entered into the present Agreement knowing fully well that the scheme of development proposed to be carried out by the Promoters on the said Property may take a very long time, therefore the Promoters may require to amend, from time to time, the plans, lay out, design, elevation etc. and the Purchaser/s has no objection to the Promoters making such amendments;
- UU.** The Purchaser/s demanded from the Promoters and the Promoters have given inspection to the Purchaser/s of all the documents of title relating to the said

property including the true copy of the plans, designs and specifications prepared by the Promoters' Architect and of such other documents as are specified under the Real Estate (Regulation & Development) Act 2016, (hereinafter referred to as "the said Act") and the rules made there under and the Purchaser/s confirm having seen, perused, verified and understood the said documents, writing etc., fully and have thereafter agreed to enter into this Agreement with the full knowledge thereof realizing that this Agreement is subject to the terms and conditions contained in the above mentioned documents.

- VV.** The Purchaser/s are aware that the Promoters are in process of registering the Project under the Real Estate (Regulations & Development) Act 2016 (**"RERA Act"**) and the same will take some time. This Agreement is entered into by the Purchaser/s on a specific understanding that all the mandatory provisions under the REARA Act shall be applicable and binding upon the parties hereto. The Purchasers shall enter into further deeds, documents, and writing if as and when required upon by the Promoters to comply with all the necessary formalities under the RERA Act.
- WW.** The Promoter reserves to itself the right to make such alterations, additions and/or in the layout/building plans as may be deemed necessary by the Promoter, without affecting the said Premises agreed to be sold hereunder to the Purchaser/s and consequent thereto construct such additional premises as permissible under the Development Control Regulations and/or by MCGM and other concerned authorities from time to time;
- XX.** The Premises / Offices / Flat Purchaser/s applied to the Promoters for allotment of the Premises / Offices / **Flat No.**_____ on the _____ floor, in the **Wing "_____"**, in the proposed sale building/s to be constructed and to be known as **"RUPAREL ORION"** on the said property (the said flat are hereinafter referred to as **"the said premises/office/s/ flat/s"**).
- YY.** This agreement is entered into by the Purchaser/s on a specific understanding that the Purchaser/s shall not insist upon the Conveyance being executed in favour of the proposed/said Society until the entire development of the project known as **"Ruparel Orion"** is complete in all respects and Building Occupation/Completion Certificate is received.
- ZZ.** Prior to the execution of these presents, the Purchaser/s has/have paid to the Promoters a sum of **Rs. _____/- (Rupees _____ Only)** being part payment of the sale price of **Rs. _____/- (Rupees _____ Only)** of the said premises / office / flat agreed to be sold by the Promoters to the Purchaser/s as earnest money (the payment and receipt whereof the Promoter do hereby admit and acknowledge) and the Purchaser/s has/have agreed to pay a sum of **Rs. _____/- (Rupees _____ Only)** being the balance consideration to the Promoters as and when demanded.

AAA. Under section 13 of the said RERA Act, the Promoters are required to execute a written Agreement for Sale of the said premises / office / flat to the Purchaser/s being in fact, these presents and it is also required that the said agreement be registered under the Registration Act and which the Purchaser/s have agreed to lodge for registration with the jurisdictional registering authority and inform the Promoters to enable them to admit the execution within statutory period mentioned under section 23 and 25 of the Registration Act, 1908.

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

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

1. It is agreed between the parties hereto that all the recitals of this Agreement shall form part and parcel of operative part of this Agreement and shall be read accordingly.
2. The Promoters are as aforesaid constructing building "**Ruparel Orion**" of various wings and shall construct the said building consisting of ground and upper floors on the said property in accordance with the plans, designs, specifications etc. approved by the concerned local authority and which have been seen and approved by the Purchaser/s with only such variations and modifications as the Promoters may consider necessary or as may be required by the Slum Rehabilitation Authority or the concerned local authority or the Government to be made in them or any of them. The Purchasers hereby expressly consent to the Developers re-designing any building or buildings or the recreation area or internal road and passages and such other area or areas which the Developers may desire to realign and redesign. If the building, in which the Purchasers have agreed to acquire the premises, are completed earlier than other Buildings on the said property, the Purchasers confirms that the Developers then will be entitled to utilise any F.S.I. whether T.D.R. or otherwise, which may be available on the said property, said entire property or any part thereof or any part thereof or any adjoining property or properties as the case may be, written. Till the construction of the building "**Ruparel Orion**", is completed and the F.S.I. and/or T.D.R. available on the said property is fully utilized by the Promoters and the amount or amounts receivable by the Promoters and all the obligations, required to be carried out by the Purchasers herein and the other purchasers of premises from the said Promoters, are fulfilled, the Promoters shall not be bound and shall not be called upon or required to form any Co-operative Society, Limited Company or condominium of Apartment Owners, as the case may be. The Purchasers agree and irrevocably consent not to raise any demand or dispute or objection in that behalf. Provided that the Promoters shall have to obtain prior consent in writing

of the Purchaser/s in respect of such variations or modifications which may adversely affect the flat/shop/garage/office etc. of the Purchaser/s.

3. The Purchaser/s has/have prior to the execution of this agreement satisfied himself/herself/themselves/itself about the title of the Promoters to the said property and he/she/they/it shall not be entitled, to further investigate the title of the Promoters and no requisitions or objection shall be raised on any matter relating to the title by the Purchaser/s after execution of this agreement.
4. The Purchaser/s are aware that the Promoters are in process of registering the Project under the Real Estate (Regulations & Development) Act 2016 ("RERA Act"). This Agreement is entered into by the Purchaser/s on a specific understanding that all statutory/mandatory provision under the RERA Act shall be applicable and binding upon the parties hereto. The Purchasers do and each of them doth hereby agree to execute and register a Supplemental Deed to this Agreement or such further assurances as promoters may deem fit for bringing this Agreement in conformity with the statutory and mandatory provisions as prescribed in RERA Act.
5. The Promoters are making all efforts to register itself/themselves and/or the project under the RERA Act within the prescribed period and if the same has not been registered as required under the RERA Act for any reason not within Promoters control, then the Purchasers shall have an option either to take back the money paid under this agreement (after deducting the necessary charges paid to the concerned authority) or extend the period if permitted under the law or otherwise.
6. The Purchaser/s hereby agrees/agree to purchase from the Promoters and the Promoters hereby agree to sell to the Purchaser/s **Unit / Flat / Premises No.** _____ admeasuring _____ **sq.ft. carpet area**, on the _____ floor, in **Wing "____"** of the proposed sale building to be known as "**RUPAREL ORION**" together with an exclusive right to use _____ (____) car parking being the common area delineated in RED colour boundary line on the floor plan thereof hereto annexed and marked as **Annexure "I"** (hereinafter the said flat and stilt parking space are jointly referred to as "**the said Premises**"), for the price of **Rs. _____/- (Rupees _____ Only)** including the proportionate price of the common areas and facilities appurtenant to the said premises, extent and description of the common/limited common areas and facilities are shown on the plan annexed hereto. The Purchaser/s has paid to the Promoters on or before the execution of this agreement a sum of **Rs. _____ - (Rupees _____ Only)** as and by the way of earnest money and hereby agrees by pay to the Promoters the balance amount of **Rs. _____/- (Rupees _____ Only)**. The total consideration of **Rs. _____/- (Rupees _____ Only)** is to be paid in the following manner:-

- (a) **Rs. _____/- (Rupees _____ Only),**
to be paid on booking amount of the building in which the said premises is situated;
- (b) **Rs. _____/- (Rupees _____ Only),**
to be paid on CC of the building in which the said premises is situated;
- (c) **Rs. _____/- (Rupees _____ Only),**
to be paid on completion of plinth of the building in which the said premises is situated;
- (d) **Rs. _____/- (Rupees _____ Only),**
to be paid, on commencement of 1st slab of the building in which the said premises is situated;
- (e) **Rs. _____/- (Rupees _____ Only),**
to be paid, on commencement of 2nd slab of the building in which the said premises is situated:
- (f) **Rs. _____/- (Rupees _____ Only),**
to be paid, on commencement of 3rd slab of the building in which the said premises is situated;
- (g) **Rs. _____/- (Rupees _____ Only),**
to be paid, on commencement of 4th slab of the building in which the said premises is situated;
- (h) **Rs. _____/- (Rupees _____ Only),**
to be paid, on commencement of 5th slab of the building in which the said premises is situated;
- (i) **Rs. _____/- (Rupees _____ Only),**
to be paid, on commencement of 6th slab of the building in which the said premises is situated;
- (j) **Rs. _____/- (Rupees _____ Only),**
to be paid, on commencement of 7th slab of the building in which the said premises is situated;
- (k) **Rs. _____/- (Rupees _____ Only),**
to be paid, on commencement of 8th slab of the building in which the said premises is situated;
- (l) **Rs. _____/- (Rupees _____ Only),**
to be paid, on commencement of 9th slab of the building in which the said premises is situated;

- (m) **Rs. _____/- (Rupees _____ Only),**
to be paid, on commencement of 10th slab of the building in which the said premises is situated;
- (n) **Rs. _____/- (Rupees _____ Only),**
to be paid, on commencement of 11th slab of the building in which the said premises is situated;
- (o) **Rs. _____/- (Rupees _____ Only),**
to be paid, on commencement of 12th slab of the building in which the said premises is situated;
- (p) **Rs. _____/- (Rupees _____ Only),**
to be paid, on commencement of 13th slab of the building in which the said premises is situated;
- (q) **Rs. _____/- (Rupees _____ Only),**
to be paid, on commencement of 14th slab of the building in which the said premises is situated;
- (r) **Rs. _____/- (Rupees _____ Only),**
to be paid on brick work & plastering of the building in which the said premise is situated.
- (s) **Rs. _____/- (Rupees _____ Only),**
to be paid on flooring of the building in which the said premise is situated.
- (t) **Rs. _____/- (Rupees _____ Only),**
being the balance consideration amount to be paid on receipt of intimation by the Promoters to the Purchaser/s that the said premises is ready for occupation / possession.

7. It is expressly agreed that the time for the payment of each of the aforesaid installments of the consideration and other amounts shall be the essence of the contract. All the above respective payments shall be made within (14) fourteen days of him/her/them/it to make payment of the same. The Promoters will send such notice under certificate of posting at the address mentioned hereinafter to the Purchaser/s and such posting will be sufficient discharge to the Promoters. The Purchaser/s shall make all payments of the consideration amount due and payable to the Promoters through an account payee cheque / demand draft / pay order / wire transfer / any other instrument drawn in favour of **“K.D. LITE DEVELOPERS PVT. LTD”**.

8. The carpet area of the said Premises / Flat is _____ sq. ft. or thereabouts and "carpet area" includes the net usable floor area of the Premises, excluding the area covered by the external walls, areas under service shafts/service area, exclusive enclosed balcony / balcony, deck or verandah area and exclusive open terrace

area, but includes the area covered by the internal partition walls ("walls" would mean walls made of Reinforced Cement Concrete (RCC) or plain concrete or Shear wall(s) or wall made from bricks or blocks or precast materials or drywalls or Precast walls or columns or walls made of any material or composition of one or more of any of the materials and shall include column(s) within or adjoining or attached to the wall) of the said Premises. The Purchaser/s has been specifically informed that apart from the said Carpet Area, the said premises enjoys certain further areas provided with certain common areas such as vehicle parking floors, passages, lift well, staircase, entrance lobby, etc., as part of the building for the use of flat Purchaser/s."

9. It is expressly agreed that the time for the payment of each of the aforesaid installments of the consideration and other amounts shall be the **Essence of The Contract**. The said Consideration is derived on the basis that (a) the Developers/ Promoters shall be entitled to utilize the entire unconsumed and residual Floor Space Index (F.S.I.), if any in respect of the said Property / the Scheme Land, and the entire increased, additional, future and extra F.S.I. (whether by way of purchase of FSI from the layout and/or purchase of FSI from the authorities by payment of premium or price and/or the change of law and policy and/or the purchase of Transferable Development Rights and/or floating FSI) before the formation of the Society and even post formation of the Society and even after the execution of the Deed of Conveyance/Lease/Assignment of Lease, as the case may be and/or deemed Conveyance/Lease/Assignment of Lease as, the case may be and/or after the statutory vesting of the said Sale Building in favour of the Society or federation of societies or apex society and (b) the Purchaser/s has accorded his irrevocable consent to the Developers/Promoters whereby the Developers/Promoters shall be entitled to make any variations, alterations, amendments or deletions to or in the scheme of development of the Property / the Scheme Land, Layout Land, relocate/realign service and utility connections and lines, open spaces, parking spaces, recreation areas and all or any other areas, amenities and facilities as the Developers/Promoters may deem fit in its sole discretion and/or to the Sanctioned Plans (from time to time) before the formation of the Society and even post formation of the Society and even after the execution of the Deed of Conveyance/Lease/ Assignment of Lease, as the case may be / Deed of Lease and/or deemed Conveyance/Lease/Assignment of Lease, as the case may be and/or after the statutory vesting of the said sale Building in favour of the Society. All the above respective payments shall be made to the Promoter within seven days of the due date notwithstanding the Purchasers not having received any intimation in writing to make payment of the same. The Purchaser/s shall make all payments of the consideration amount due and payable to the Promoter through an account payee cheque / demand draft / pay order / wire transfer / any other instrument drawn in favour of the Promoter.
10. In accordance with the provisions of Income Tax Act the Purchaser/s is under obligation to deduct the TDS of 1% of the consideration amount and the

Purchaser/s shall deduct 1% at the time of payment of each installment and pay the same to the Government Treasury and within seven days of such payment obtain and furnish the required Challan/Certificate to the Promoter. In the event the Purchaser/s fails to deduct such amount and/or to pay such amount to the Government Treasury then the Purchaser/s shall be liable to suffer or incur all the consequences including to reimburse the damages or loss which may be suffered or incurred by the Promoters by reason of non-deposit of such amount in the Government Treasury and/or upon the failure to furnish the Challan/TDS Certificate evidencing such payment to the Promoters.

11. The Purchaser/s is aware that the Government of Maharashtra has announced the amendment to Maharashtra Value Added Tax 2002 making the said Act applicable to sale transaction contemplated herein by levying 1% Value Added Tax on the contract price of premises / office / shop / flats mentioned in an Agreement for Sale registered after 1st April, 2010. In compliance of the aforesaid, the Purchaser/s hereby agrees to furnish to the Promoters a demand draft/pay order of Rs. _____/- being 1% of the amount paid upto 30th June, 2017 (due to enhancement in the percentage of value added tax by Government of Maharashtra on the said purchase price) as the case may be, in favour of the Promoters / prescribed authority being the amount payable towards value added tax when demanded by the Promoters.
12. The Purchaser/s is/are aware that in addition to aforesaid amounts as per present statute, Service Tax / GST are leviable /applicable on the sale consideration payable hereunder and consequently the amount of each installment payable by the Purchaser/s to the Promoter, the Purchasers will be required to pay the applicable Service Tax/GST to the Developers/Promoters in respect of this transaction. The Purchaser/s hereby undertake(s) to pay the amount of the applicable Service Tax/GST along with each installment from the effective date with retrospective effect on which the relevant enactment/notification shall/has come into effect and further shall not dispute or object to payment of such statutory dues. Failure to pay to the Developers/Promoters the Service Tax/GST applicable shall be deemed to be a default in payment of amount due to the Promoter and will result in termination of this Agreement and forfeiture by the Promoter of the amounts paid hereunder. Hereunder if such payment is not accompanied with the applicable Service Tax/GST. Provided further that if on account of change/amendment in the present statute or laws, statutes, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government GST or any other taxes become payable hereafter on the amounts payable by the Purchaser/s to the Developers/Promoters in respect of this transaction and/or aforesaid taxes levied is increased on account of revision by Authorities, the Purchaser/s shall be solely and exclusively liable to bear and pay the same. If the same are not paid as aforesaid, the Purchaser/s shall be liable to pay the same with interest of 24% p.a. thereon before taking possession of the said unit / premises. The Purchaser/s shall forthwith on demand pay to the Developers/Promoters the amounts payable by the

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

13. Without prejudice to the Promoters' rights, under this agreement and/or in law, the Promoters shall be entitled to claim and the Purchaser/s shall be liable to pay to the Promoters interest at the rate of 24% per annum or at such rate as Promoters may agree on all such amounts which may become due and payable by the Purchaser/s under the terms of this agreement and remain unpaid for seven days or more after becoming due. In addition to the aforesaid installments, the Purchaser/s shall simultaneously therewith also be liable to bear and pay VAT and Service Tax and/or other taxes on the said installments as may be applicable.
14. Without prejudice to the right of promoter to charge interest in terms of sub clause 13 above, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/s committing any 3 (three) defaults of payment of instalments and/or on the Purchaser/s committing breach of any of the terms and conditions herein contained, the Promoter/s shall at his/their/its own option, may terminate this Agreement in which event the consequences hereinafter set out shall follow:
 - (a) the Purchaser/s shall cease to have any right or interest in the said Premises or any part thereof;
 - (b) the Promoters shall be entitled to sell and transfer the said Premises at such price and on the terms and conditions to such other person or party as the Promoters may in its absolute discretion deem fit, without any recourse to Purchaser;
 - (c) on the realization of the entire sale consideration on resale from the new prospective Purchaser/s towards the said Premises, the Promoters shall refund to the Purchaser/s the amount paid till then by the Purchaser/s to the Promoters without any interest in pursuance of this Agreement after deducting there from:
 - (i) 20% of the purchase price of the said Premises i.e. the earnest money (which is to stand forfeited by the Developers/Promoters;

- (ii) the taxes and outgoings, if any, due and payable by the Purchaser/s in respect of the said Premises upto the date of termination of this Agreement;
 - (iii) in the event of the said resale price being less than the purchaser price mentioned herein, the amount of such deficit.
- (d) The Promoters shall, in the event of any shortfall, be entitled to recover the said amounts from the Purchaser/s. The Promoters shall not be liable to pay to the Purchaser/s any interest, compensation, damages, costs otherwise and shall also not be liable to reimburse to the Purchaser/s any Government Charges such as Service Tax, VAT, GST, Stamp Duty, Registration Fees etc. The amount shall be accepted by the Purchaser/s in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the said Premises. The Purchaser/s agree that receipt of the said refund by cheque from the Promoters by the Purchaser/s by registered post acknowledgement due at the address given by the Purchaser/s in these presents whether the Purchaser/s accept/s or encash/s the cheque or not, will amount to the said refund.

PROVIDED always that the power of termination herein before contained shall not be exercised by the Promoters unless and until the Promoters shall have given to the Purchaser/s 15 (Fifteen) days prior notice in writing of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it has intended to terminate the Agreement and default shall have been made by the Purchaser/s in remedying such breach or breaches within fifteen days after receiving of such notice, failing which the Promoters shall be entitled to terminate this Agreement. The Promoter will send such notice by Registered Post AD at the address provided by the Purchaser/s and or mail at the email address provided by the Purchaser/s at the address mentioned hereinafter to the Purchaser/s and such posting will be sufficient discharge to the Promoter.

PROVIDED that if the Promoters does not receive any such reply or response from the Purchaser/s to comply with the terms mentioned in this clause in that case it is deemed to be considered that the Purchaser/s have constructive notice of the same and in that case the agreement entered by the Purchaser/s will be terminated and it shall have no force of law.

15. The fixtures, fittings and amenities to be provided by the Promoters in the said building and in the premises are those as described in the **ANNEXURE "J"** annexed hereto.

16. Commencing a week after notice in writing is given by the Promoters to the Purchaser/s that the said premises is ready for use and occupation irrespective of whether the possession of the premises is taken or not in accordance with this agreement, the Purchaser/s shall be liable to bear and pay a corpus amount being a lump sum amount towards the proportionate share (i.e. in proportion to the floor area of the flat) of outgoing in respect of the said property and building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs, and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said property / building/s. Until the said society / limited company is formed and the said property and buildings are transferred to it, the Promoter shall use the corpus amount for the outgoings as may be determined from time to time. The Purchaser/s further agree/s and undertake/s to pay to the Co-op. Society / Company any additional amount demanded over and above the aforesaid corpus amount towards the outgoings, as and when required, without any demure and protest. The amounts so paid by the Purchaser/s to the Promoters shall not carry any interest and remain with the Promoters till the necessary transfer deed is executed in respect of the underneath land favour of the society or a limited company, subject to provision 6 of the said M.O.F. Act, on such transfer deed being executed, the aforesaid deposit (less deductions provided for under this agreement) shall be paid over by the Promoters to the society or limited company as the case may be deductions to be made, if any.
17. The Purchaser/s shall on execution of this agreement and prior to taking possession of the premises, deposit with the Promoters following sums of money in addition to any other amounts mentioned in this agreement:
- (i) Rs. 25,000/- (Rupees Twenty Five Thousand only) for meeting all legal cost, charges and expenses including professional cost of attorney at law, advocates and solicitors of the Promoters in connection with the cost of preparing and engrossing this agreement.
 - (ii) Out of Rs. 600/- (Rupees Six Hundred only) a sum of Rs.500/- (Rupees Five Hundred only) towards the share money of 10 shares of Rs. 50/- (Rupees Fifty only) each and a sum of Rs. 100/- (Rupees One Hundred Only) towards entrance fee of the proposed co-operative housing society or limited company.
 - (iii) Rs. 10,000/- (Rupees Ten Thousand only) towards the deposit to meet the legal expenses and other out of pocket expenses/expenditure for formation and registration of the society.
 - (iv) Rs. at actuals /- as security deposit for due performance of this agreement which will include the deposits payable to the concerned local authority or government for giving water, electricity or any other service connection to

the building in which the premises is situated. The balance of such deposits, if any, will be transferred to the society in the account of the Purchaser/s and if this deposit amount is found short, the Purchaser/s agrees to pay such further amount as may be required by the Promoters.

- (v) Rs. at actuals /- towards deposit for Water Meter and Electric Meter and cost for electrical sub-station and cables.
- (vi) **Rs. _____/- (Rupees _____ Only)** towards proportionate share of the Development Charges and taxes applicable from time to time.
- (vii) **Rs. _____/- (Rupees _____ Only)** towards Corpus Fund to be paid at the time of possession and taxes applicable from time to time.
- (viii) Rs. 10,000/- (Rupees Ten Thousand Only) towards Pipe Gas Connection Charges, if gas pipe line is installed.

- 18. The Promoters shall utilize the sum of Rs.10,000/- (Rupees Ten Thousand Only) as mentioned in Clause 17 (iii) paid by Purchaser/s for meeting all legal costs, charges and expenses including professional costs of the attorneys at law / advocates of the Promoters in connection with formation of the said society or limited company as the case may be preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this agreement, and the deed of assignment of lease.
- 19. The Purchaser is aware that the Promoter may be constructing a club house and swimming pool for the benefit of purchasers of premises in the sale building. The Sale Building and the common areas and amenities the Sale Building/Property including the Club House and swimming pool, shall be maintained and managed by the Promoter / a Facility Management Company (FMC) appointed by the Promoter for a period upto the Promoter handing over management of the Sale Building to the Society or the Ultimate body of Purchasers and thereafter, as may be mutually decided by the Promoters and the Ultimate Organization/Federation. The Purchaser alongwith the other purchasers of the Premises shall be entitled to avail of the services provided or arranged by or through the Promoter / FMC at a cost or charges that may be fixed by the Promoter/ FMC. All common costs, charges and expenses that may be claimed by the Promoter / FMC shall be to the account of and borne by the Purchasers of the Premises in the Sale Building. These common costs shall be shared by all such purchasers on pro-rata basis determined by the Promoter and/or FMC, which determination shall be binding on the Purchaser

COMMON AREAS AND AMENITIES. RESTRICTED AREAS AND AMENITIES AND CLUB:

- a. The Company shall make available the Common Areas and Amenities as set out in **Annexure "J"** hereto.

- b. Restricted Areas and Amenities Upon making full payment of all amounts due under this Agreement and completion of the Sale Building, the Purchaser shall be entitled to use the facilities of the "CLUB HOUSE" including Swimming Pool, which is proposed to be constructed on a portion of the said Property under the control of FMC or any other person nominated by the Promoter. Any memberships, shall be permitted only if the individual purchaser/s of the Premises and on payment of fees as may be decided by the Promoter / FMC from time to time. Similarly, charges for any guests shall be determined by the Promoter / FMC. The membership will be subject to the terms and conditions, rules and charges, as may be framed /levied from time to time by the operator(s) of "the CLUB HOUSE". The Purchaser hereto is aware that the Promoter are constructing one Club House including a swimming pool, in the Property and the Purchaser shall have access only to the Club House in respect of his / her / their Sale Building. The Purchaser undertakes to be bound by the rules framed by the Promoter / FMC with regard to the access to the Club House in the Property and the Purchaser hereby waives his right to raise any objection in this regard. The right to use the facilities at the Club House including a swimming pool shall be personal to the Purchaser of the Premises in the Sale Building and shall not be transferable in any manner to any third person or party whatsoever. In the event that the Premises in the Sale Building is sold / transferred by the Purchaser then the Purchaser shall be deemed to have transferred the right to utilize the said facilities as well as the membership to the then purchaser/transferee of the Premises, who shall pay necessary entrance fees for a sum of **Rs. 5,00,000/- (Rupees Five Lakhs Only)** or any additional amounts, that may be decided by the Promoter. It is, however, clarified that that the Promoter shall be entitled to grant membership rights to such other person(s) as they may deem fit to be and the Purchaser shall not be entitled to object to the same. The Purchaser shall be obliged to pay the charges, if any, levied by the operator of the Club for specific service(s) availed of by the Purchaser. The Purchaser shall, in addition to the Total Consideration and other amounts payable hereunder, at the time the Premises is made available to the Purchaser for the fit outs, be obliged to and agrees to pay to the Promoter towards non-refundable club membership admission service/user fees the amount as set in Annexure "J" hereto in respect of the "Club" lifetime membership from the month the services of the Club are made available to the purchasers of the Premises in the Building. It is clarified that certain facilities shall have usage charges in addition to the said club membership charges and same shall be payable on or before the Date of Offer of Possession, as specified by the Promoter, along with applicable taxes, if any. The membership to the Club shall be renewal on such the terms, conditions and charges may be imposed by the Operator of the

Club.

20. The Company does not warrant or guarantee for use, performance or otherwise provided by the operator of the Club. The Parties hereto agree that the Company shall not be responsible and/or liable in connection with any deficiency or the performance / non-performance of the services or otherwise provided to the Purchaser.
21. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Purchaser/s as deposit, sums received on account of the share capital, for the formation of the co-operative society or a limited company or towards the outgoings, legal charges and shall utilize the amounts only for the purpose for which they have been received.
22. The Purchaser/s agrees and undertakes to pay all the amounts payable under this agreement as and when called upon by the Promoters and the Promoters are not bound to give any notice and the absence thereof shall not be admitted as an excuse for non-payments of any amount/s on the due dates. The Purchaser/s further agree/s and undertake/s to observe and perform the terms, conditions and covenants contained in this agreement and to keep the Promoters indemnified against the said payments and observance and performance of the said terms, conditions and covenants to be observed and performed by the Purchaser/s under this agreement.
23. The Purchaser/s shall pay stamp duty and registration charges payable, if any, by the said society or limited company, on the conveyance/lease or any document or instrument of transfer in respect of the said property and/or any part thereof and the said building to be executed in favour of the society or limited company. The Promoters will not be bound and liable to pay any stamp duty or registration charges on and/or under this agreement or otherwise.
24. The Promoters shall not be liable to share the maintenance charges, electricity charges and water charges in respect of the unsold flats / shop / garages office / parking space. The Promoters will bear the local body assessment, if any payable and nothing else till all such unsold flats etc. are sold.
25. The Promoter has represented that the open space, podium, basement and stilt form part and parcel of the common areas which are common to all the Purchasers. The Purchasers etc. have been proportionately charged for this common areas with specific right to park cars in an open area / basement / stilt / podium and which area has been sanctioned by the corporation for parking vehicles. The Purchaser is also aware that the promoters have already allotted to some other Purchasers the exclusive right to park cars in the open space passed for parking vehicles, basement, podium, stilt and parking floor areas shown in the plan hereto. A list of such exclusive rights which has already been given to the purchasers is annexed hereto as Annexure "J" and the Purchaser herein hereby

unconditionally accepts and confirms the same and agrees not to oppose the grant of such exclusive rights to park at any time hereafter and specifically agrees to vote in favour of creation of such exclusive rights if at any stage any voting takes place on a resolution passed in this regard at any meeting at the time or after the formation of the society in the meeting of the society, whether General Body Meeting or of any Managing Committee in respect thereof or otherwise in any manner whatsoever including by circular resolution. These exclusive rights to park car as afforested are both inheritable and transferable and will stand attached to the said premises and the same shall not be transferred by the purchasers otherwise than with the transfer of the said premises. The purchaser agrees and undertakes to support any further exclusive rights to park that may be created by the Promoters herein in favour of the Purchasers which may be hereinafter made without any objection whatsoever and also agrees and undertakes not to object to and to specifically vote in favour of such exclusive rights in any resolutions that may be put up for passing in the General Body Meetings or Managing Committee Meeting of the Society or otherwise in any other meeting. The Purchaser is including by circular resolution aware that specifically relying on the aforesaid assurances and undertakings, the Purchaser is specifically granted exclusive rights to park as stated herein.

26. Agreed further that the irrevocable consent given herein shall be treated as an affirmative vote of the Purchasers and the Purchaser would be deemed to have assented to any resolution put up by the Society or Managing Committee referred to hereinabove.
27. The Purchaser is informed that the cost of proportionate common areas has been charged to the Purchaser. The Purchaser has prior to the execution of this Agreement, satisfied himself as to the measurements of the Carpet Area, the Usable Carpet Area and the Proportionate area of Common Areas.
28. The Promoters hereby declare that at present the floor space index available in respect of the said Property is one and area available for construction is **6,784.30 sq. mtrs.** as per property card. If, however, there is any increase in floor space index available in respect of the said property, the Promoters alone shall be entitled to utilize such additional floor space index by constructing additional floor/s on the said building as may be approved by the local authority or Government of Maharashtra or other competent authority. The residual F.S.I. if any, in the said property available but not sanctioned will be available to the Promoters till the registration of the society as well as the transfer of the said property and building and the Promoters will be entitled to utilize the same by constructing on the said property even after the transfer of the said property and building to the ultimate body of Purchasers.
29. In view of the Development Control Regulations 1991, it is possible for the Promoters to acquire certificate/s of Development Right of other properties (commonly known as TDR) and to make additional construction on the said

property by utilizing such Development Rights. Such additional, structures, or floors, shall be the property of the Promoters and the Promoters will be entitled to dispose off the same in any manner as Promoters may deem fit without adversely affecting the premises of the Purchaser/s.

30. If any portion of the said property is acquired or notified to be acquired by the Government, or by any other public body or authority the Promoters shall be entitled to receive all the benefits in respect thereof and/or the compensatory F.S.I. or all other benefits which may be permitted in lieu thereof till the society or limited company is formed and registered and the said property and building is transferred. The Promoters shall be entitled to use any additional F.S.I. or additional constructions that may be permitted by the local body or concerned authority on the said property for any reasons whatsoever including F.S.I. in respect of any adjoining or neighboring property. Such additional structures and storeys will be the sole property of the Promoters who will be entitled to dispose off the same in any way the Promoters choose and the Purchaser/s hereby irrevocably consent to the same. The Purchaser/s shall not be entitled to raise any objection or claim any abatement in price of the premises agreed to be acquired by him/her/them and/or any compensation or damage on the ground of inconveniences or any other ground whatsoever.
31. It is agreed by and between the parties that if the permitted floor space index or density though available but not sanctioned at the time the society or the limited company is formed or registered and the said property along with the building property is transferred, then, the Promoters will have the absolute rights to put up additional construction and storeys and/or consume such balance and/or available floor space index of the said property by constructing further on the said property even after the registration of the society or company and transfer of the property.
32. Till the time, the society or limited company, is formed and registered and deed of transfer / assignment in respect of the said property or part thereof and the building is executed the Promoters will be permitted to have the entire available F.S.I. including T.D.R. or any other benefit by whatever name called which could be used on the said property whether sanctioned or not and shall be entitled to utilize the same by making additions, alterations or putting up any additional structures as per the plan that may be approved by the local authority or the Government of Maharashtra or any other competent authority so as to consume the entire available F.S.I. in respect of the said property that may be available but not sanctioned even after registration of the society and transfer of the said property to the name of the said society. Such addition, structures, or floors, shall be the property of the Promoters and the Promoters will be entitled to dispose off the same in any manner as Promoters may deem fit without adversely affecting the flat of the Purchaser/s even after transfer of the said property.

33. The Purchaser/s agree/s and undertake/s to permit and give the Promoters all facilities for making any additions, alterations or to put up any additional structures or floors, on the said property even after the said society or limited company is formed and registered and the said property and the said building or part thereof is transferred to the society and the work mentioned in clause 16 to 20 above is completed in full and possession of such flats etc., are handed over to the respective Purchaser/s of such premises etc. The Purchaser/s agree/s and undertake/s not to object to such construction on the ground of nuisance, annoyance and/or otherwise for any other reasons.
34. The Purchasers shall not be entitled to any rebate and/or concession in the price at his/her/their flat/premises on account of the construction of additional floor/s and/or any other building and/or structure and/or the changes, alterations and additions made in the building or buildings or structures or on account of any advertisement hoarding and/or facilities for disk Antenna/Satellite transmission facilities put up on the said property and/or the said building.
35. The Promoters hereby agrees 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 premises to the Purchaser/s, obtain from the concerned local authority, occupation and/or completion certificate in respect of the said building.
36. It is hereby expressly agreed that the Promoters shall notwithstanding anything contained in this agreement be entitled to sell the flats/premises, shops, garages, and allot exclusive user of open spaces/parking space/stack parking terrace or portion thereof etc. in the new proposed building and other structures on the said property for residential user or parking or for any other permissible user in that behalf in such manner and on such terms and conditions as the Promoters may deem fit without affecting or prejudicing the rights of the Flat Purchaser/s in the premises under this agreement. The Flat Purchaser/s and/or the Society shall not object to and hereby give his/its irrevocable consent to the Promoters allotting, selling or otherwise dealing with garages stack parking spaces, open spaces etc. and such allotment sale etc. shall be binding on the flat Purchaser/s.
37. The Promoters shall be entitled to enter into agreements with other Purchaser/s on such terms and conditions of the agreements as the Promoters may deem fit without affecting or prejudicing the rights of the Purchaser/s in the unit/flat/ premises under this agreement.
38. The Promoters at its risk and responsibility may avail from banks/ financial institutions, loan / financial assistance for development and construction of the Sale Buildings on the said free sale plot in which the said Premises is situated and as a security for the payment thereof it may, create security on the development rights in respect of the said Sale Buildings to be constructed on the

said free sale plot of land together with units/premises/offices/flats in the Sale Buildings but without affecting in anywise or encumbering the said Premises. The Promoters hereby represent that the said Premises has not been mortgaged with any bank or financial institution.

39. The Promoters shall give possession of the said Premises to the Purchaser/s on/or about 31st December 2020 subject to receipt of the entire consideration from the Purchaser, with a further grace period of 12 (twelve) months. It has been further agreed by and between the parties hereto that in event the area of the Premises is + 5 % sq.ft. or – 5% sq.ft., then in that event no parties hereto shall be liable for any compensation to other party, and the plus minus 5% shall of the area, shall be stand waived off by each party at the time period for offering possession of the said Premises, however in event the area exceed+ 5 % sq.ft. or – 5% sq.ft., then the either parties shall compensate the amounts as mutually agreed. If the Promoters fail or neglect to give possession of the said Premises to the Purchaser/s on the aforesaid date and/or on such date as may be extended by mutual consent then the Purchaser/s shall have the option to terminate this Agreement after giving 15 day's notice in writing, whereupon the Promoters shall be liable on demand to refund to the Purchaser/s amounts already received by it in respect of the said Premises alongwith simple interest @ 12% per annum from the date of the receipt of the respective amounts by the Promoters till payment. It is agreed that upon the termination of this Agreement by the Purchaser/s, the claim of the Purchaser/s shall be restricted to refund of monies paid with simple interest @ 9% p.a. thereon and that the Purchaser/s shall not be entitled to claim for loss and/or damages and/or mental trauma or otherwise howsoever till the entire amount along with interest thereon is refunded by the Promoters to the Purchaser/s the same shall subject to prior encumbrance if any, be a charge on the said Premises but only to the extent of the amount so due to the Purchaser/s. The amount so refunded shall be in full and final satisfaction and final settlement of all the claims of the Purchaser/s under this Agreement. The Purchaser/s agrees that receipt of the said refund by cheque from the Promoters by the Purchaser/s by registered post acknowledgement due at the address given by the Purchaser/s in these presents whether the Purchaser/s accepts or encashes the cheque or not, will amount to the said refund.
40. The Promoters shall be entitled for reasonable extension of time for handing over the possession of the said Premises, as stated in Clause 39 hereinabove, if the completion of the said free sale building and/or of the said wing in which the said Premises is situated is delayed on account of
- (i) Non-availability of steel, cement, other building material, water or electric supply for a period of not more than six months.
 - (ii) War, Civil Commotion, Riots or Act of God;
 - (iii) Any notice, order, rule, notification of the Government and/or other public or competent authority.

- (iv) changes in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the project; or
- (v) on account of delay in issue of the Occupation Certificate, and/or any other Certificate/permission/approval as may be required in respect of the said free sale building and/or said wing, by the said local authority or
- (vi) delay in grant of any NOC / permission / licence / connection for installation of any services, such as lifts, electricity and water connections and meters to the project / flat / road or completion certificate from appropriate authority for which such delay shall be condone by not be more than six months;
- (vii) any other concerned authority not due to any default on the part of the Promoter herein or any cause beyond the control of the Promoters or any other reasonable cause or and that the Purchaser/s hereby agrees to ignore such delay in getting possession due to any of the abovementioned reasons and/or for any reason beyond the control of the Promoters as per the provisions of section 8 of the MOFA
- (viii) Any stay, injunction or other order of any court, tribunal or authority.

And that the Purchaser/s hereby agrees to ignore such delay in getting possession due to any of the abovementioned reasons and/or for any reason beyond the control of the Developers / Promoters as per the provisions of the RERA Act or any relevant section or modifications or the Acts for the time being in force

- 41. The Purchaser/s shall bear and pay the proportionate municipal taxes, maintenance charges and all other outgoings in respect of the said wing from the date of possession in respect of the said Premises. The common expenses in respect of the said free sale property, shall be shared by the purchasers of units and other premises of the said wing in proportion of their respective area.
- 42. The Purchaser/s shall take possession of the said Premises within 15 (Fifteen) days of the Promoters giving written notice to the Purchaser/s intimating that the said Premises are ready for use and occupation. Provided that if within a period of 1 (one) year from the date of handing over the said Premises to the Purchaser/s, the Purchaser/s bring/s to the notice of the Promoters any defect in the said Premises or the said free sale building in which the said Premises is situated or the material used therein or any unauthorized change in the construction of the said free sale building, then, wherever possible such defects or unauthorized changes shall be rectified by the Promoters at the Promoters' own cost and in case it is not possible to rectify such defects or unauthorized changes, then the Purchaser/s shall be entitled to receive from the Promoters reasonable compensation for such defect or change. However, if the Purchaser/s carries out any alteration or addition or change as regards columns, beams, slabs, and/or ceiling or outer walls any other structural change/alteration in the said Premises or any part thereof in the said Premises and/or the said free sale building, the liability of the Promoters shall come to an end and the Purchaser/s

alone shall be responsible to rectify such defect or change at his/her/their own cost/s.

43. The Developers/Promoters at present proposes to have only one sale building with different wings on the said property, however the Developers/Promoter may subject to sanction from the Appropriate Authority have additional buildings/structures on the said property.

(1) The Promoters shall submit an application to the competent authority for registration of the co-operative society or the company or any other legal entity, as the case may be, within four months from the date on which the occupation certificate in respect of such building is issued or, where at least sixty per cent of the flat Purchaser/s in such building have taken possession or the Promoters has received full consideration and other amounts for the same, whichever is earlier.

(2) (a) The Promoters shall form a co-operative society or a company or any legal entity of persons taking the flats under Apartment Ownership Act in a layout consisting of more than one building or wings, form separate and independent co-operative society or company or any other legal entity in respect of each of the buildings or wings. The Promoters hereby agree to submit application for formation of co-operative society or company or any other legal entity in respect of each of the building or wing, as prescribed, within four months from the date on which the occupation certificate in respect of such building or wing is issued or, minimum sixty per cent of the total flat Purchaser/s in such building or wing have taken possession or the Promoters has received full consideration and other amounts for the same, whichever is earlier.

(b) In case the Promoters forms separate and independent co-operative societies or companies or any other legal entities of the persons taking flats in different structures consisting of more than one building or wing within a layout, then the Promoters shall form and register an Apex Body or Federation consisting of all such entities in the layout, within such period as may be prescribed.

(3) The Apex Body or Federation shall administer and maintain common areas and amenities and facilities provided in the layout but its members shall independently retain control of the internal affairs and administration in respect of its own building.

(4) In the event the Promoters submits the property to the provisions of the Maharashtra Apartment Ownership Act, 1970 then the Promoters shall inform the Registrar as defined in the Maharashtra Co-operative Societies Act, 1960, accordingly and in such cases, it shall not be lawful to form any co-operative society or company.

- (5) The Promoters shall, in the event the Promoters chooses to construct only one building on the said property, subject to their right to dispose of the remaining flats, if any, execute the Conveyance/Lease/Assignment of Lease, as the case may be of the said property within four months from the date the Promoters receives full consideration and other amounts as referred to in this agreement in respect of the flats, premises etc. or within four months from the date on which the co-operative society or the company is registered or, the association of the flat Purchaser/s or unit holders is duly constituted, whichever is earlier. In the event the Promoters submits his property to the provisions of the Maharashtra Apartment Ownership Act, 1970 by executing and registering the declaration as required by Section 2 of that Act. The Promoters shall, within four months from receiving full consideration and other amounts in respect of the flat, premises etc. or within four months from the date, the apartment taker has entered into possession of his apartment execute the Conveyance/Lease/Assignment of Lease, as the case may be or deed of apartment in favour of each apartment taker within four months from the date, the apartment taker has entered into possession of his apartment.
- (6) However, in the case the Promoters constructs more than one building on the said property when with amalgamation of adjoining and other lands or on the said property only, the said Conveyance/Lease/Assignment of Lease, as the case may be / lease shall, till such time as the entire development of the layout is completed shall be only in respect of the structures of the buildings in which a minimum number of sixty percent of total flats are sold, along with Floor Space Index consumed in such building, which will however be, subject to the right of the Promoters to dispose of the remaining flats, if any, and receipt of the entire consideration amount and outstanding dues from all the flat Purchaser/s, such Conveyance/Lease/Assignment of Lease as the case may be / lease shall further, be subject to the right to use, in common, the internal access roads and recreation area as developed or to be developed in the layout and with the right to use of the open spaces allocated to such building or buildings in terms of this agreement for sale. It is made clear that Promoters shall not be bound to give possession of the flats to the Purchaser/s who have not made full payment of committed breach of any terms of the agreement till the payment is made in full with interest if any and cost charges and expenses.

Provided that, notwithstanding anything contained in the Act or in any agreement or in any judgment, decree or order of any court or in any other law for the time being in force, the Promoters shall be entitled to develop and continue to develop the remaining layout land, with the right to use the internal access roads and all the facilities, amenities and services

in the layout and to construct any additional structures thereon by consuming the balance Floor Space Index and balance Transfer of Development Right, Floor Space Index and balance additional Floor Space Index relating to the said layout land and any future increase in Floor Space Index and the Transfer of Development Rights, Floor Space Index and additional Floor Space Index therein due to change in the law or the policies of the Government or local authority.

Provided further that, and it is agreed by the flat Purchaser/s that if the Floor Space Index of the plot in the layout is increased due to change in the law or the policies of the Government or local authorities, subsequent to Conveyance/Lease/Assignment of Lease, as the case may be / lease of any one or more structures to the organization of flat Purchaser/s, then increase in Floor Space Index which is proportionate to the Floor Space Index utilized or consumed by the conveyed / lease structure or structures to total Floor Space Index of the layout, shall belong to the organization of flat Purchaser/s of the conveyed / lease structure or structures. The Promoters shall not be bound to obtain any consent or permission from the organization of flat Purchaser/s in the said layout land or phase for the purpose of utilizing the balance Floor Space Index or the Transfer of Development Right, Floor Space Index or additional Floor Space Index. The flat Purchaser/s shall not be entitled to and shall not object to such development. The flat Purchaser/s and their permitted successors in title shall not be entitled to object and shall not object to such document in any of the meeting of the ultimate society by whatever name called.

- (7) It is expressly and specifically clarified, agreed, understood and confirmed by and between the parties hereto that the unsold units / premises and other premises including car parking spaces in the said building shall at all times, including after the formation and registration of the Common Organization and/or after the Conveyance/Lease/Assignment of Lease, as the case may be of the said Property and the said building in favour of the Common Organization, be and remain the absolute property of the Promoters, and the Promoters shall become members of the Common Organization in respect thereof, and the Promoters 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 it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice, and neither the Purchaser/s herein, nor the Common Organization shall object to or dispute the same. On the Promoters as the case may be intimating to the Common Organization the name or names of the purchaser/s or acquirer/s of such unsold units, premises, etc., the Common Organization shall forthwith accept and admit such purchasers and acquirers as their member/s and shareholder/s, and shall forthwith issue

share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same and without charging/recording from them any premium, fees, donations or any other amount of whatsoever nature in respect thereof. The Developers / Promoters shall not be liable to pay maintenance charges for the unsold units to the Common Organization save and except the municipal taxes with effect from receipt of occupation/ completion certificate. The Developers / Promoters shall at its discretion pay the municipal property taxes, non-agricultural assessment charges/taxes/rate etc. in respect of unsold Premises / Units / Flats directly to the BMC; It is clarified that the Developers / Promoters will not be liable to pay any other amounts in respect of the unsold Premises / Units / Flats, Adequate provisions for the above shall be made in the said Documents of Transfer.

- (8) It is further expressly clarified, agreed and understood by and between the parties hereto that the lower stilt and upper stilt, center portion of the Mechanical car parking space, all open spaces of the compound and the common terrace above the topmost floor of the said Building shall always absolutely and exclusively belong to the Developers / Promoters and the Developers / Promoters shall have full right, absolute authority, and unfettered discretion to use the same in any lawful manner, including for putting up and displaying hoarding/advertisements thereon, or putting up any overhead water tank/s thereon to store and supply water to the occupants of the said Building. The Developers / Promoters shall not be liable to pay any compensation, amount or charges whatsoever in respect of the same to the Purchaser/s or the said Common Organization and neither the Purchaser/s nor the said Common Organization shall at any time raise any dispute or objection in this regard. Use of the said common terrace may also be allowed to install Dish Antenna/s, Relay Station/s for Cellular and Satellite Communications etc. for which purpose the Developers / Promoters shall be entitled to enter into suitable arrangement/s or agreement/s with any person/s on such terms and conditions as the Developers / Promoters deem fit and to receive/collect such contract monies/rents as consideration thereof from such person/parties/ allottees. It is hereby expressly agreed that in case of further expansion more particularly the vertical expansion of the said Building by way of additional floor/s, the Developers / Promoters shall be entitled to shift the water tank/s, Dish Antenna/s, Relay Station/s for Cellular and Satellite Communications etc. either over and above such additional floor/s and/or extension or such other place/s as may be convenient to the Developers / Promoters and the Purchaser/s and/or the said Common Organization shall not be entitled to raise any objection and/or create any hindrance in any manner whatsoever. The Purchaser/s will permit the authorized representative/s deputed by the Developers/said Common Organization to go to the said common terrace to install, checkup

and/or service Dish Antenna and/or any other electronic gadgets etc. and for repairs and maintenance of the tank/s and/or such other common facilities, at all reasonable times. It is agreed that the aforesaid rights in favour of the Developers / Promoters shall be covenants running with the land and shall form part of the assignment/sub-lease when executed in favour of the said Common Organization.

- (9) It is agreed that once the Conveyance/Lease/Assignment of Lease, as the case may be of a building or buildings in a layout, is executed the organization in whose favour such Conveyance/Lease/Assignment of Lease, as the case may be is executed shall be entitled to in any reconstruction or redevelopment of such building or buildings to the Floor Space Index or the Transfer of Development Right, Floor Space Index or additional Floor Space Index consumed in construction of such building as well as its proportionate share in increase in Floor Space Index as per provision of Act and in the event of any reconstruction or redevelopment of the building or buildings being undertaken by the said organization, then, such organization shall be entitled to do so on the portion of land allocated to such building or buildings in terms of the agreement for sale executed by the Promoters and the respective flat Purchaser/s without prior permission of the Promoters.
- (10) The Promoters shall cause to be conveyed / leased by the Landholding Authority the layout plot or land to the Apex Body or Federation, subject to the right of the Promoters to dispose of the remaining flats, if any, and receipt of the entire consideration amount and outstanding dues from all flat Purchaser/s of all the buildings or structures constructed on the layout plot. If there is any increase in Floor Space Index or the Transfer of Development Right or additional Floor Space Index or any benefits, available on such layout plot, due to changes in the Government or regulatory policies, after the Conveyance/Lease/Assignment of Lease, as the case may be / or unilateral deemed Conveyance of the building under the layout to the Apex Body or Federation, then such increased Floor Space Index, the Transfer of Development Right or additional Floor Space Index and other benefits shall be apportioned to the respective legal entities in proportion to the Transfer of Development Right, Floor Space Index or additional Floor Space Index used for the purpose of construction of the buildings managed by them.
- (11) The Apex Body or Federation formed by the legal entities on a layout plot shall manage and administer the common areas and the facilities without having any legal rights, title and interest in the building or buildings in such a layout plot and all legal rights, title and interest in the building or buildings shall belong to the respective entities in whose favour the

Conveyance/Lease/Assignment of Lease, as the case may be of such building or buildings is executed

44. All costs charges and expenses in connection with the formation of the Common Organization as well as the costs of preparing and engrossing the deed of lease or any appropriate document/deed in respect of the said property and the said Building in favour of the Common Organization, payment of charges for such purpose, stamp duty and registration charges thereof and all other agreements or any other documents required to be executed by the Developers / Promoters as well as the entire professional costs of the Attorneys of the Developers / Promoters for preparing and approving all such documents shall be borne and paid by the Common Organization or proportionately by all the Purchaser/s in the said Building. The share of the Purchaser/s in such costs, charges and expenses shall be paid by him/her/them immediately on when required.
45. It is hereby expressly clarified, agreed and understood between the parties hereto that:
- (a) The Promoter hereby declare that they are entitled to use the available FSI and T.D.R., for construction of the free sale building on the said Property;
 - (b) The entire unconsumed and residual F.S.I. and T.D.R., if any in respect of the said free sale building to be constructed on the said free sale building on the said Property and the entire increased, additional and extra F.S.I. which may be available at any time hereafter in respect thereof for any reason whatsoever including because of change in the status, D. P. Plan, Rules, Regulations and bye-laws governing the FSI as also the F.S.I. which may be available till execution of the vesting document in respect of the said free sale buildings as aforesaid on any account or due to any reason whatsoever, including on account of handing over to the Government or the Municipality any set back area, and/or due to any change in law, rules or regulations, shall absolutely and exclusively belong to and be available to Promoter, free of all costs, charges and payments, and neither the Purchaser/s herein, nor the Organization shall have or claim any rights, benefits or interest whatsoever including for use and consumption in respect thereof and/or of inconvenience and/or of light and ventilation and/or density and environment and/or of water and electricity;
 - (c) The Promoters, shall have the full right, absolute authority and unfettered discretion to use, utilize and consume the aforesaid FSI and TDR respectively for constructing any new and additional structures and floors thereon, and/or otherwise howsoever, as the Promoters may desire and deem fit and proper and as may be legally permitted, whether now or at any time in future. It is expressly agreed that in case of vertical expansion

of the said wing by way of additional floor/s, the Promoters shall be entitled to shift the water tank/s, dish antenna/s, relay station for cellular and satellite communications etc., either over and above such additional floors and/ or extension or such other place/s as the Promoters may deem fit and proper.

- (d) The lift machine room and water tank shall be located on the common terrace above the topmost floor of the said wing. The said common terrace is agreed to be left open to the sky for further and additional constructions thereon by the Promoters in future at any stage and/or time in terms of this Clause. The Purchaser/s will not have any right to use or have any claim right title or interest of whatsoever nature in the said common terrace, save and except for the purpose of inspection and maintenance of lift, lift room and water tanks;
- (e) All such new and additional tenements, units, premises buildings and structures shall absolutely and exclusively belong to the Promoters, and neither the Purchaser/s herein, nor the Common Organization shall have or claim any rights, title, benefits or interests whatsoever in respect thereof, and the Promoters shall be entitled to deal with, sell, let or otherwise dispose of and transfer the same in any manner, to any person/party of its choice, for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, and neither the Purchaser/s nor the Common Organization shall raise any dispute or objection thereto and the Purchaser/s hereby grants his/her/their irrevocable consent to the same;
- (f) The Common Organization shall admit as its members all purchasers of such new and additional units / premises / tenements whenever constructed on the said wing.
- (g) The Purchaser/s shall not at any time hereafter raise any objection or dispute on any ground whatsoever to the provisions of this agreement or to the Promoters exercising their rights as mentioned herein, nor shall they claim any abatement or reduction in the purchaser price due to the same nor shall they claim any compensation or damages from the Promoters due to the same on any ground whatsoever;
- (h) It is agreed and understood that at any time before the execution of the lease of the said free sale plot in favour of the Common Organization of both the buildings each having two wings each of the free sale building known as “**Ruparel Orion**”, the Promoters shall be entitled to amalgamate the said free sale plot with any other adjacent property which it may have already purchased /acquired, or which it may hereafter purchase/acquire, and to apply for and obtain the necessary sanctions, permissions, orders, NOCs, approvals, etc. for such amalgamation, and to develop the said free sale plot in accordance therewith. The

Purchaser/s shall not raise any objection to or dispute such amalgamation of the said free sale plot of land by the Promoters; and

- (i) The Promoters shall be entitled to grant any Right of Way or license of any right through, over or under the said property to any person or party including occupant, purchaser or person entitled to any area or areas in any building(s) which may be construction by the Promoters on the said property or any other adjoining property or properties to the said property or to any other person as the Promoters may desire or deem fit.
- (j) The Promoters shall be entitled to revise the boundary or area of the layout in respect of the said property and to submit any revised layout or amended building plans for the purpose of revision of the layout in respect of the said property as the promoters may desire or deem fit from time to time.
- (k) The Promoters shall be entitled to take benefit of any approval of development rights which may become available with respect of the said property to any other property or properties either adjoining the said property or otherwise as may be permissible in law and the Purchaser/s shall neither claim any right thereto nor object or dispute the same in any manner whatsoever.
- (l) The Promoters hereby reserve their right to give for the purpose of advertisement or by putting up hoardings or Neon Light hoardings etc. on any open spaces in the said property including on the terrace and compound walls for the said purpose on such terms and conditions as the Promoters may desire. The said right shall continue to subsist even after the execution of lease or assignment in favour of the estate or common organization to be formed by the Unit / Premises / Flat Purchaser. If any municipal rates, taxes, cess, assessments are imposed on the said property due to such advertisements or hoardings put up on the open spaces or terraces or any other portion or compound walls of the said property, the same shall be borne and paid wholly by the Promoters. The Promoters shall be exclusively entitled to the income and profits that may be derived by the display of such advertisement, hoardings at any time hereafter. The Business office purchaser will not object to the same for any reason whatsoever and shall allow the promoters, their agents, servants, etc. to enter into the said property, the terrace and any other open spaces in the said property for the purpose of putting and/or preserving and/or maintaining and/or removing the advertisements and/or hoardings. The Promoters shall be entitled to transfer or assign such right to any person or persons who they may deem fit and the Business/ office purchaser or the estate or common organization to be formed by the Business office purchaser shall not raise any objection thereto.

- (m) The Purchaser is aware that the Promoters or the Maintenance Agency nominated by the Promoters for providing certain Maintenance Services in the said sale building shall maintain the Sale Building until such time as the society/Common Organization of the Purchasers is formed and takes charge of the property. Provided that the Purchaser along with the other members of the said Society / Common Organization of flat / office / premises / Purchaser/s shall be entitled to enter into Maintenance and Service Agreement, with the Promoter and/or the said Agency appointed by the Promoter at their own cost and risk.
 - (n) It is in the interest of the Purchaser to help the Maintenance Agency in effectively keeping the Unit / Premises / Flats and the same building secured in all ways. The Purchaser hereby agrees and accepts that for security reasons, the Maintenance Agency shall be at liberty to enforce a framework of guidelines to be followed and observed by the occupants/ visitors to the same building. However, it has been made clear to the Purchaser that the entire internal security of the premises shall be sole responsibility of the owner/purchaser/occupant and the Promoter or the Maintenance Agency shall not be responsible for any theft, loss or damage suffered by the owner/purchaser/occupant due to any security lapse within and in respect of the Unit / Premises / Flats hereby agreed to be purchased by the Purchaser/s.
 - (o) The provisions of this clause shall always be of the essence of this Agreement and shall be covenant running with the land.
46. It is further agreed by the Purchaser/s that he/she/they shall not at any time either at the time of carrying out the interior works or otherwise make any changes in the facade elements or elements supporting facade, that the window above the ledge should be retained to avoid leakage in side of the said Premises and that the gap between the ledge and structural glazing should not be closed and that there should not be any change in this regard, there should not be any tampering for the existing services like plumbing, electrical, etc. in the service duct areas, there should not be any tampering to any R.C.C. members like columns, beams, slabs, etc., there should not be any tampering of the smoke seal, no work is allowed in the Electrical or Plumbing duct without prior approval/permissions of the Promoters and/or the Common Organization or of any appropriate authority, required, if any, in case of Waterproofing of the entire floor of the said Premises to be carried out by Purchaser/s, the same shall be done prior to starting of any civil finishing work. It is further agreed by the Purchaser(s) that he/she/they shall submit a set of as-built drawings for all the services in the respective areas of the said Premises and that Plans and details for interior work should be submitted to the Promoters and/or the Common Organization for approval and that the work must be carried out in accordance with the approval/permission of the Promoters and/or the Common Organization. It is

further agreed that the Purchaser(s) shall keep deposited Rs. at Actuals/- (Rupees At Actual only) with the Promoters and/or the Common Organization as a deposit which shall be used by the Promoters and/or the Common Organization to rectify damage caused, if any, to the said wing or any structure or common property or others' property during interior works. That the decision of the Promoters and/or the Common Organization in this respect shall be final and binding on the Purchaser(s).

47. The Purchaser/s shall use the said Premises or any part thereof or permit the same to be used only for the purpose for which the same has been allotted.
48. The Purchaser/s hereby agree/s that in the event if any amount by way of premium or security deposit as fire cess is paid to the SRA/MMRDA/MCGM or to the State Government or any other tax or repayment of a similar nature becoming payable by the Promoters the same shall be reimbursed by the Purchaser/s to the Promoters in proportion of the saleable area of the said Premises agreed to be acquired by the Purchaser/s and in determining such amount, the decision of the Promoters shall be conclusive and binding upon the Purchaser/s.
49. If at any time any development and/or betterment charges or other levy are or is charged, levied or sought to be recovered by the SRA/MCGM/MHADA, Government and/or any other Public Authority in respect of the said free sale plot and/or the said free sale building standing thereon, the same relating to the period after the Purchaser is put in possession of the said Premises shall be borne and paid by the Purchaser/s in proportion to the saleable area occupied by it.
50. The Purchaser/s agree/s and undertake/s that all charges, consideration, stamp duty, registration charges, transfer fee, premium or any other charges of any nature whatsoever payable to MMRDA or SRA or MCGM or Metropolitan Commissioner or any other authority for execution of lease of the said free sale plot in favour of the said Common Organization and/or for execution of this Agreement is the responsibility of the Purchaser/s. The expenses, charges, fees etc. for obtaining lease deed from MCGM/SRA/Concerned authority in respect of the said free sale plot in favour of the Common Organization to be formed for both **Wing "A, B, C" and Wing "D"** including stamp duty and registration charges in respect thereof shall be borne and shared by the occupants of the said **Wing 'A, B, C' and Wing "D"**..
51. The Purchaser/s has:
 - (a) taken inspection of all relevant documents and has satisfied himself/herself/themselves fully in respect of the Promoters' title to the develop the free sale plot and the said Premises prior to the execution of this Agreement and the Purchaser/s doth hereby accepts the same and

agree not to raise any requisition or objection/s or dispute relating thereto at any stage; and

- (b) read and understood and is fully aware of the terms and conditions of Development Agreement dated 24th December, 2007 and 9th April, 2012, the said writings, Intimation of Approval dated 17th May, 2012, Commencement Certificate dated **05th October, 2012** and revised C.C., and all the plans, designs and specifications prepared by the Promoters' Architects and the Promoters rights, liabilities and responsibilities there under and in respect of the said free sale plot and the said wing and has no objection thereto and further hereby agrees to accept the said terms and conditions unconditionally and absolutely and is aware of the fact that the Promoters have agreed to sell and transfer the said Premises to the Purchaser/s relying on the assurance and declaration of the Purchaser/s that he/she/they has/have no objection to the same.

52. The Purchaser/s for himself/herself/themselves with intention to bring all persons into whosoever hand the said Premises may come, do hereby covenant with the Promoters as follows:

- (a) To abide by the terms and conditions of the said Common Areas and Facilities Agreement;
- (b) To maintain at the Purchaser's own cost in good tenable repair and condition from the date of possession of the said Premises is taken and shall not do or suffer to be done anything in or to the said wing, staircases or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the said Premises itself or any part thereof;
- (c) 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 said wing 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 to upper floors which may damage or likely to damage the staircases, common passages or any other structure of the said wing including entrances of the said wing and in case any damage is caused to the said wing and/or the said Premises on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable to carry out the repair at the Purchaser's cost;
- (d) To carry at his/her/their own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoters to the Purchaser/s and shall not do or suffer to be done anything in the said Premises or to the said wing or the said Premises which may be against the rules and regulations and bye-laws of the concerned local authority 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 consequence thereof to the concerned local authority and/or public authority;

- (e) Not do or suffer to be done anything in the said Premises or to the said wing or the said Premises which is in contravention under this agreement. And in the event of the Purchaser/s committing any act in contravention of this agreement the Purchaser/s shall be responsible and liable for the consequence thereof including the liability to carry out the repair at the Purchaser's cost;
- (f) Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration whatsoever in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the said free sale building and shall keep the portion, sewers, drains pipes in the said Premises and appurtenances thereto in good tenantable repair and condition and shall not chisel or in any other manner damage the columns, beam, walls, slabs or RCC Pardis or other structural members in the said Premises without the prior written permission of the Promoters and/or the said Common Organization and in the event so such damage the Purchaser shall indemnify the Promoters and/or the Common Organization for the same;
- (g) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said free sale plot and the said wing or any part thereof or whereby any increase in premium shall become payable in respect of insurance;
- (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 free sale plot and the said wing;
- (i) Pay to the Promoters within 7 (Seven) days of demand by the Promoters, his/her/their share of security deposit, charges or expenses etc. demanded by concerned local authority or Government or giving water, electricity or any other service connected to the said wing;
- (j) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Premises by the Purchaser/s viz. user for any purposes other than purpose for which the same is allotted;
- (k) The Purchaser/s shall not sell, mortgage, transfer, assign, let, underlet or sub-let the said Premises or the Purchaser's interest or benefit factor of

this Agreement or part with the possession of the said Premises or any part thereof until all the dues payable by the Purchaser/s to the Promoters under this Agreement are fully paid-up and only if the Purchaser/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has intimated in writing to the Promoters; It has been further agreed by and between the Parties hereto that no transfer fees shall be levied by the Promoter for the first transfer of Premises only

- (l) The Purchaser/s shall observe and perform all the rules and regulations which the said Common Organization may adopt at its/their inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said free sale plot, the said free sale building, the said wing and the said 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 and of the Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the said Common Organization regarding the occupation and use of the said Premises in the said wing and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement;
- (m) Till the lease/sub-lease of the said free sale plot and the said wing is executed in favour of the Common Organization the Promoters and its servants and agents, with or without workmen and others, shall at all reasonable times, be entitled to enter into and upon the said free sale plot, and the said wing or any part thereof.
- (n) In the event any development charges or betterment charge, service charge or premium or tax or any other levy becomes payable by the Promoters, the Purchaser/s hereby agrees to reimburse the same to the Promoters in proportion to the area of Flat / Units / Premises / Parking space / Garage etc., agreed to be purchased by him/her/them and in determining such amount, the decision of the Promoters shall be conclusive and binding upon the Purchaser/s.
- (o) The Purchaser/s shall insure and keep insured the said Flat / Units / Premises against loss or damage by fire or any other calamities for the full value thereof.
- (p) The Purchaser/s agrees that his/her/their/its interest in the said property and the said building is impartible and he/she/they/it shall not be entitled at any time to demand partition of his/her/their interest in the said property and/or in the said building.

- (q) Until the said property together with the said building is conveyed as aforesaid, the Promoters will control the management of the said building, realization of outgoings and the disbursements of the payments to be made. The Purchaser/s along with other flats/premises/parking space Purchaser/s and/or the co-operative society and/or limited company and/or incorporated body will not have any objection to the aforesaid right of the Promoters.

53. The Promoters as aforesaid will be constructing more than one buildings / wings on the property. In respect of each of such buildings, the Promoters may at their discretion decide to have separate societies in which case portions of the property i.e. the said property & shown on the plan thereto by green colour boundary line as aforesaid with an access will be leased to such society for a period of 99 or other shorter period as may be granted by the Appropriate Authority years with nominal lease rent of Rs.11/- per year with all powers of Promoters to the ultimate society. Similarly leases will be granted in respect of other buildings, to be constructed on the property. It is made clear that the Promoters may grant the assignment of lease of entire property jointly in favour of societies to all the Societies that may be formed in respect of buildings, on the said property at their own discretion and in such case a separate document will be executed between all such societies for having common use, enjoyment maintenance thereof as also regarding responsibilities therefore. In case of there being separate societies and separate lease documents being executed a right of way shall be granted by the Promoters or the Owners/Lessees for the time being of the property as may be convenient for users of the building to be constructed. The Promoters may at their own discretion decide to have a common society in respect of all the buildings on property in which case common Conveyance/ Lease/Assignment of Lease, as the case may be will be granted in favour of a single society. The Promoters will be entitled to rearrange the boundary of the remaining portion of property to which the Purchaser/s and/or ultimate society shall have no right and shall not claim any right therein.

54. Notwithstanding any other provisions of this Agreement the Promoters shall be entitled to, at the Promoters sole and absolute discretion:

- (a) to decide from time to time when and what sort of document of transfer should be executed in whose favour.
- (b) to have a society and/or limited company and/or any other body or bodies of Purchasers formed and constituted as contemplated herein.
- (c) have an exclusive, unfettered and unimpeachable right to sell, enter into any agreement with any persons as may decided by them from time to time.
- (d) have a right to terminate this agreement for sale in the event of happening any one or many of the acts, deeds things done or caused to be done by

the said Purchaser if the Purchaser is not co-operative or unwilling to follow or observe the policy formulated by the said Promoters for the said purpose and/or terms and conditions imposed by them from time to time for the better management of the project or anything done or caused to be done for any unlawful activities, gains or having any relation or connection with the organizations which has been banned by the Government of India or the State Government of Maharashtra as the case may be and or propagating any message or information or things which may adversely affect the interest of the Promoters and/or persons associated with the Promoters till the final conveyance given by the Promoters to the society and/or limited company as may be formed or incorporated as contemplated herein.

- (e) to cause to be and/or sub-leased or transferred the said building and/or buildings together with the said property i.e. land underneath the building and appurtenant land i.e compulsory open space required under law in favour of such society and/or limited company and/or other associations as the case may be.
 - (f) to decide and determine how and in what manner the infrastructure including the common utility areas and gardens and other recreational facilities to be used by the various flat purchaser may be transferred and/or conveyed/assigned/ leased.
 - (g) to provide for and incorporate covenants, restrictions and obligations with regard to the provision of maintaining the infrastructure and common amenities including garden and roads if any.
55. For any amount remaining unpaid by the Purchaser/s under this Agreement, the Promoters shall have first lien and charge on the said Premises agreed to be allotted to the Purchaser/s.
56. This Agreement sets forth the entire Agreement and understanding between the Promoters and the Purchaser/s and supersedes, cancels and merges :
- (a) All Agreement, negotiations, commitments writings between the Purchaser/s and Promoters prior to the date of execution of this Agreement.
 - (b) All the representation, warranties commitments etc. made by the Promoters in any documents, brochures, hoarding etc. and /or through on any other medium.
 - (c) The Promoters shall not be bound by any such prior agreement, negotiations, commitments, writings, discussions, representations, warranties and or compliance thereof other than expressly agreed by the Promoters under this Agreement.

57. 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 free sale plot and the said wing or any part thereof. The Purchaser/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him/her/them. It is further agreed that all rights of ownership in all open spaces, parking spaces, lobbies, lifts, staircases, common terraces, etc. will remain the property of the Promoters, until the said free sale plot and the said wing is leased to the said Common Organization as hereinabove mentioned, which in any case shall be subject to the rights of the Promoters as agreed to and specified herein and of the other purchasers of units and premises as herein stated.
58. It is further expressly clarified, agreed and understood by and between the parties hereto that the basement, lower stilt and upper stilt, center portion of the car parking space and garden, all open spaces of the compound and the common terrace above the topmost floor of the said wing, shall always absolutely and exclusively belong to the Promoters and the Promoters shall have full right, absolute authority, and unfettered discretion to use the same in any lawful manner, including for putting up and displaying hoarding/advertisements thereon, or putting up any overhead water tank/s thereon to store and supply water to the occupants of the said wing. The Promoters shall not be liable to pay any compensation, amount or charges whatsoever in respect of the same to the Purchaser/s or the said Common Organization, and neither the Purchaser/s nor the said Common Organization shall at any time raise any dispute or objection in this regard. Use of the said common terrace may also be allowed to install Dish Antenna/s, Relay Station/s for Cellular and Satellite Communications etc. for which purpose the Promoters shall be entitled to enter into suitable arrangement/s or agreement/s with any person/s on such terms and conditions as the Promoters deem fit and to receive/collect such contract monies/rents as consideration thereof from such person/parties/ allottees. It is hereby expressly agreed that in case of further expansion more particularly the vertical expansion of the said wing by way of additional floor/s, the Promoters shall be entitled to shift the water tank/s, Dish Antenna/s, Relay Station/s for Cellular and Satellite Communications etc. either over and above such additional floor/s and/or extension or such other place/s as may be convenient to the Promoters and the Purchaser/s and/or the said Common Organization shall not be entitled to raise any objection and/or create any hindrance in any manner whatsoever. The Purchaser/s will permit the authorized representative/s deputed by the Promoters/said Common Organization to go to the said common terrace to install, checkup and/or service Dish Antenna and/or any other electronic gadgets etc. and for repairs and maintenance of the tank/s and/or such other common facilities, at all reasonable times. It is agreed that the aforesaid rights in favour of the Promoters shall be covenants running with the land and shall form part of the assignment/sub-lease when executed in favour of the said Common Organization.

59. The Purchaser/s hereby agrees, undertakes and covenants with the Promoters that neither he/she/they, nor the said Common Organization shall at any time hereafter limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by or granted to the Promoters under this Agreement, or any other deed, document or writing that may be entered into and executed between the parties hereto, or those of the Promoters as mentioned herein, and the Purchaser/s and the said Common Organization shall be bound and liable to render to the Promoters, all necessary assistance and co-operation, to enable it to exercise and avail of the same.
60. Any delay tolerated or indulgence shown by the parties in enforcing the terms of this Agreement or any forbearance or giving of time to each other shall not be construed as a waiver on their part of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of parties.
61. The Purchaser/s and Promoters shall present this Agreement for registration within the time prescribed by the Registration Act, 1908 and the Promoters shall attend the Office of the Sub-Registrar and admit the execution thereof.
62. All letters, notices, circulars, receipts issued by the Promoters as contemplated by and under this Agreement shall be deemed to have been duly served/delivered to the Purchaser/s and shall discharge the Promoters completely and effectually of its obligations, if sent to the Purchaser/s under Certificate of Posting or registered Post Acknowledgement Due at the following address (or at any other address as may have been subsequently notified by the Purchaser/s as and by way of change of address and if such change is confirmed by the Promoters) :
- _____
- _____
63. The Promoters shall not be responsible and/or liable for the consequences arising out of the change in law or changes in Municipal and other laws, rules, regulations etc.
64. This Agreement shall be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016, or any other modifications or re-enactments thereof that may be in force in the State of Maharashtra from time to time or the Maharashtra Apartment Ownership Act (Mah Act. No. XV of 1971) whichever may be adopted by the Promoters and the rules made there under.
65. All costs charges and expenses in connection with the formation of the Common Organization as well as the costs of preparing and engrossing the deed of lease or any appropriate document/deed in respect of the said free sale property and the said **Wing “A, B, C” and Wing “D”** in favour of the Common Organization, payment of charges for such purpose, stamp duty and registration charges

thereof and all other agreements or any other documents required to be executed by the Promoters as well as the entire professional costs of the Attorneys of the Promoters for preparing and approving all such documents shall be borne and paid by the Common Organization or proportionately by all the purchasers in the said **Wing “A, B, C” and Wing “D”**. The share of the Purchaser/s in such costs, charges and expenses shall be paid by him/her/them immediately on when required.

- 66. The purchaser is aware of the provisions of law wherein Goods & service tax has been levied on construction services. The purchaser shall be bound and liable to pay such taxes if any. The purchaser hereby agrees and undertakes to pay the same if and when becomes payable.
- 67. The Courts at Mumbai District shall alone have exclusive jurisdiction to try any disputes arising between the parties under this agreement for sale.
- 68. The Purchaser hereby declares that he/she/they has gone through the Agreement and all the documents related to the said flat purchased by him/her/them and has expressly understood the contents, terms and conditions of the same and the Purchaser after being fully satisfied with the contents has entered into this agreement.
- 69. The Stamp Duty and Registration charges payable on this Agreement shall be borne and paid by the Purchaser/s alone.
- 70. The Permanent Account Numbers of the parties hereto are as under:

K.D. LITE DEVELOPERS PVT. LTD.	AAECK9069N
_____	_____
_____	_____

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

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of “**the said Property**”)

ALL THAT pieces and parcel of land together with the structures standing thereon bearing CTS No. 470 (part) of Village Chembur, situated at Village Chembur, lying, being and situated at Off Eastern Express Highway, Near Swastik Park, Mumbai 400 071, within the Registration District of Mumbai and Mumbai Suburban-District.

SIGNED AND DELIVERED by the	)	FOR, K.D. LITE DEVELOPERS PVT. LTD.
withinnamed Promoters :	)	
K.D. LITE DEVELOPERS PVT. LTD.	)	
through its Director	)	Director
MR. MILIND M. RUPAREL	)	
in the presence of :	)	
1.	)	
2.	)	
	)	
	)	
SIGNED AND DELIVERED by the	)	
withinnamed Purchasers :	)	
_____	)	
in the presence of	)	
1.	)	
2.	)	

LIST OF COMMON AREAS AND FACILITIES FOR WING “A/B/C/D”

(Nature, extent and description of common areas and facilities/limited common areas and facilities)

LIMITED AREA

Terraces/deck/flowerbed, which are adjacent to premises, shall belong to and are meant for the exclusive use of such Purchasers alone.

RESTRICTED COMMON AREAS AND FACILITIES

1. Landing in front of stairs on the floor on the particular premises is located, as a mere access to the premises but not for the purpose of storage, recreation, residence or sleeping. The landing is limited for the use of occupiers of the premises on that particular floor and the visitors thereto but is subject to means of access for reaching other floors, available to all residents and their visitors.
2. Mechanical Car parking spaces in the upper basement/lower basement/upper stilt/ lower stilt in the free sale building.
3. Mobile Service Provider room, MTNL Room, IBS System tower.
4. Underground flushing and domestic water tank and water supply, rain water harvest system, façade cleaning system (rope way and gondola), CCTV. The Purchaser will have a proportionate undivided interest in the above, subject to the proportionate reduction therein in case additional premises are constructed in the said free sale building. All areas not covered under “common areas and facilities” including open spaces, terrace, parking spaces are restricted areas and facilities and the Promoter shall have absolute rights to dispose of the same as the Promoter may deem fit.

RECEIPT

RECEIVED the day and year first hereinabove written of and from the withinnamed Purchaser/s the total sum of **Rs. _____/- (Rupees _____Only)** as mentioned below :

Date	Bank	Branch	Cheque No.	Amount	Towards

as and by way of earnest money as mentioned hereinabove to be paid by him/her/them to us.

Rs. /-

WE SAY RECEIVED

FOR, K.D. LITE DEVELOPERS PVT. LTD.
(PROMOTERS)

WITNESS :

- 1.
- 2.

DATED THIS ____ DAY OF _____ 2017

BETWEEN

K.D. LITE DEVELOPERS PVT. LTD.
..... PROMOTER

AND

..... FLAT PURCHASER

AGREEMENT FOR SALE

OF UNIT / FLAT / PREMISES BEARING NO.
____ ON _____th FLOOR IN WING “____”, IN
RUPAREL ORION

AGREEMENT FOR SALE

BETWEEN

K.D. LITE DEVELOPERS PVT. LTD.

AND

FLAT NO. _____ ON ____th FLOOR IN WING “__” IN RUPAREL ORION
