

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“this Agreement”) made and entered into at Mumbai this [] day of [], [];

BETWEEN

M/S. KBJ DEVELOPERS PRIVATE LIMITED, (formerly known as KBJ Developers Limited), a company incorporated registered under the provisions of the Companies Act, 1956 and having its Registered Office at Flat No. 2A, 1st Floor, Jaihind Estate Building No 1, Dr. Atmaram Merchant Road, Bhuleshwar Mumbai -400002 and having PAN AADCK2847D, hereinafter referred to as **“the Promoter”** (which expression shall, unless it be repugnant to the context or the meaning thereof, be deemed to mean and include its successors-in-title) of the **FIRST PART**;

M/S. SANGAM LIFESPACES LTD. having PAN AAEC4388J (formerly known as **M/S. SARGAM TRADELINK LIMITED**), a company incorporated registered under the provisions of the Companies Act, 1956 and having its Registered Office at B-09, 1st floor, S.K. Plaza, Pur Road, Bhilwara, Rajasthan- 311 001 and Corporate Office at 306B, Dynasty Business Park, A.K. Road, Andheri (East), Mumbai -400 059, hereinafter referred to as **“the Confirming Party”** (which expression shall, unless it be repugnant to the context or the meaning thereof, be deemed to mean and include its successors-in-title) of the **SECOND PART**;

AND

Mr /Mrs _____
 Age about _____ and _____ Indian Inhabitant having PAN _____
 _____ and Having Their Residence Addresss at _____

Mr /Mrs _____
 Age about _____ and _____ Indian Inhabitant having PAN _____
 _____ and Having Their Residence Addresss at _____

Mr /Mrs _____
 Age about _____ and _____ Indian Inhabitant having PAN _____
 _____ and Having Their Residence Addresss at _____

and hereinafter referred to as **“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 an individual, his/her/their heirs, executors, administrators and permitted assigns; in case of a limited company, its successors and permitted assigns; in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors of them and the heirs, executors and administrators of the last surviving partner; in case of a Trust, the Trustees or Trustee of the said Trust, the survivors or

survivor of them, his/her/their heirs, executors, administrators and permitted assigns) of the **THIRD PART**.

The Promoter and the Confirming Party are hereinafter referred to as “**the Developers**” and the Developers and the Purchaser/s are hereinafter individually referred to as “**Party**” and collectively “**Parties**”.

WHEREAS:-

- A. One Bombay Housing and Area Development Board, a statutory corporation constituted under the Bombay Housing Board Act, 1948 (BOM-LXIL of 1948) was seized and possessed of and otherwise well and sufficiently entitled to a piece or parcel of land admeasuring in aggregate 40 Acres equivalent to 1,65,800 sq. mtrs./1,65,805.80 sq. mtrs. or thereabouts, situate and lying at Goregaon (West), Taluka Andheri, District Bombay Suburban, then in the Registration Sub-District of Bandra, District Bombay Suburban and now in the Registration District and Sub-District of Bombay City and Bombay Suburban of Revenue Village Pahadi- Goregaon (West) and which were corresponding City Survey Nos. 260, 260/1 to 100, 261, 261/1 to 104, 264, 264/1 to 296, 365, 265/1 to 40, 267, 267/17 to 24, 268(part), 268/45 to 86, 347/1 to 16, 363, 36/1 to 56 and bearing C.T. Survey Nos. 22, 22/1 to 95, 23, 23/1 to 32, 24, 24/1 to 48 and 27(part) of Village Pahadi- Goregaon hereinafter referred to as “**the said Larger Land**” and more particularly described in the First Schedule hereunder written.
- B. By a Government Notification being the Public Works and Housing Department No. ARP 1077(1) Desk-44 dated 5th December, 1977, the said Bombay Housing and Area Development Board was dissolved and Maharashtra Housing and Area Development Authority (**MHADA**) was constituted.
- C. Under the clauses (a) and (b) of the Section 189 of the Maharashtra Housing and Area Development Act, 1976, all the property rights, liabilities and obligations of the dissolved Bombay Housing and Area Development Board including those arising under any agreement or contract have become the property rights, liabilities and obligations of MHADA.
- D. The said Bombay Housing and Area Development Board had constructed 672 ground floor structures on the said Larger Land in year 1948 and allotted the structures to various allottees. In or around year 1984, the allottees of the 672 structures standing on the said Larger Land, formed and registered a Co-operative Society under the

Maharashtra Co-operative Societies Act, 1960 by the name of “Goregaon Siddharth Nagar Sahakari Griha Nirman Sanstha Limited”, bearing Registration No. BOM/HSG/8110/1984, hereinafter referred to as “**the said Society**” and having its registered office at 81/648, Siddharth Nagar No. 1, Road No. 11, Goregaon (West), Mumbai 400 104. The said Society is in possession of the said Larger Land.

- E. Since the condition of the ground floor tenements on the said Larger Land was dilapidated, the said Society represented to the Government and conveyed its willingness to redevelop the colony consisting of 672 tenements on certain terms and conditions. By and under a Government Resolution bearing No. HDG/3381/41181/1313/K-10 dated 8th February, 1988, the Government of Maharashtra resolved to allot a portion admeasuring 10 Acres equivalent to 40,467.2 and gross 13.18 Acres equivalent to 53,339 sq. mtrs. out of the said Larger Land to the said Society in the manner and on terms and conditions therein stated.
- F. MHADA passed a Resolution bearing No. 1580 dated 26th October, 1988 in the terms of the Government Resolution dated 8th February, 1988, accordingly Offer Letter No. 1399 dated 14th February, 1990 was issued by MHADA to the said Society.
- G. The said Society appointed one M/s. Lokhandwala Estate and Development Company Limited for the purpose of development of land admeasuring 13.18 Acres out of the said Larger Land by executing an Agreement dated 23rd November, 1991 and the said Lokhandwala Estate and Development Company Limited constructed three buildings on the portion of the said Larger Land admeasuring 13.18 Acres consisting of 20 tenements each.
- H. The said Society, in the view of the dispute with the said Lokhandwala Estate and Development Company Limited, terminated the said Agreement dated 23rd November, 1991. The said Lokhandwala Estate and Development Company Limited challenged such termination by filing a Suit in the Hon’ble High Court at Bombay being Suit No. 4476 of 1995 (**the said Suit**) and sought relief of compensation from the said Society.
- I. Pending the said Suit and Orders passed therein, the said Society entered into an Agreement with one M/s. Guru Ashish Construction Private Limited on 18th August, 2006, hereinafter referred to as “**GCPL**” wherein the said Society granted development rights to GCPL in respect of the said Larger Land in the manner and on terms and conditions therein stated. The said Development Agreement dated 18th August,

2006 is registered with the Sub-Registrar of Assurances at Bandra under Serial No. BDR-11/6161/2006 on 18th August, 2006.

- J. The said Suit ultimately culminated in a Consent Decree on 13th September, 2007. In the terms of the said Consent Decree dated 13th September, 2007, GCPL acquired the development rights from the said Lokhandwala Estate and Development Company Limited and GCPL agreed to carry out the development on the said Larger Land.
- K. GCPL, through the said Society, submitted a fresh proposal dated 31st August, 2006 to MHADA for the development of the said Larger Land on certain terms and conditions therein stated. The said Society discussed the issue of the development from time to time and ultimately submitted a proposal of joint development vide its letter dated 26th September, 2007.
- L. By and under its Resolution No. 6280 dated 1st November, 2007, MHADA, resolved to (i) allot the Original Society portion to the said Society as per the Government Resolution dated 8th February, 1988 and (ii) approve the joint development proposed by MHADA, the said Society and GCPL appointed by the said Society on the balance portion of the said Larger Land (after deducting the original Society Portion) on terms and conditions therein stated.
- M. By its letter bearing Ref. No. 1106/Pra.Kra.594/Grunibu dated 3rd March, 2008, the Government of Maharashtra approved the Resolution of MHADA dated 1st November, 2007.
- N. By and under a Tripartite Joint Development Agreement dated 10th April, 2008 executed between MHADA, therein also referred to as "MHADA" of the One Part, the said Society, therein referred to as "the Society" of the Second Part and GCPL, therein referred to as "the Developer" of the Third Part, MHADA and the said Society granted the development rights with respect of the said Larger Land to GCPL for a consideration and on terms and conditions therein stated. The said Tripartite Joint Development Agreement dated 10th April, 2008 is registered with the Sub-Registrar of Assurances at Bandra under Serial Nos. BDR-16/7837/2011 and BDR-16/9951/2011.
- O. By and under the Resolution passed by the Managing Committee of the said Society on 30th July, 2011 (NOC of the said Society), the said Society has confirmed that GCPL may transfer the Free Sale Component under the Tripartite Joint Development Agreement and Society Development Agreement.

- P. By and under the Layout Plan dated 15th September, 2011 in respect of the said Larger Land sanctioned/ approved by the MCGM and MHADA (**Sanction Layout Plan**), MHADA, the said Society and GCPL have identified and demarcated the portions of the said Larger Land reserved for MHADA, the said Society and GCPL. The lands so demarcated and identified for the said Society, MHADA and GCPL under the Sanction Layout Plan are hereinafter respectively referred to as “**Society Portion**”, “**MHADA Portion**” and “**Free Sale Portion**”. A copy of the sanctioned lay out plan is annexed hereto and marked as **Annexure ‘A’** and copy of the Property Register in respect of C.T.S. No. 260/3A(pt) of Village Pahadi, Goregaon (West) in the Mumbai Suburban District is annexed and marked as **Annexure ‘B’**.
- Q. By and under a Deed of Modification and Confirmation dated 9th November, 2011 executed between MHADA, the said Society and GCPL, the parties thereto have confirmed the said Tripartite Joint Development Agreement dated 10th April, 2008. The said Deed of Modification and Confirmation dated 9th November, 2011 is registered with the Sub-Registrar of Assurances at Borivali under Serial No. BDR-16/10472/2011 on 15th November, 2011.
- R. Pursuant to the said Tripartite Joint Development Agreement dated 10th April, 2008, NOC of MHADA, NOC of the said Society and the Deed of Modification and Confirmation dated 9th November, 2011, GCPL is entitled to utilize and develop 2,73,293.37 sq. mtrs. Municipal FSI (**GCPL FSI**) on the Free Sale Portion and/or to assign and/or deal with the same and dispose of the same to or in favour of any person/s of its choice and to appropriate the consideration thereof for its own benefit in the manner it deems fit and proper.
- S. By and under a Development Agreement dated 29th November, 2011 executed between the GCPL, therein also referred to as “GCPL” of the One Part and M/s. KBJ Developers Limited, viz. the Promoter herein, therein referred to as “KBJ” of the Other Part, GCPL granted to the Promoter the exclusive development rights and authorities in respect of the land (being a part of the Free Sale Portion of the said Larger Land) admeasuring 4,980.42 sq. mtrs./ 4,903.67 sq. mtrs bearing Plot No. R7/B-2 in the approved layout of the Larger Land and bearing C.T.S. No. 260/3A(pt) of Village Pahadi, Goregaon (West) in the Mumbai Suburban District by utilization thereon of 12,068 sq. mtrs. Municipal FSI (which shall be exclusive of all areas not counted towards FSI, as permitted under D.C.Regulation No. 53 (2) (c) (“**the said FSI**”) out of the GCPL’s FSI, for a consideration and on terms and conditions therein stated. The said Development Agreement dated 29th November, 2011 is registered

with the Sub-Registrar of Assurances at Borivali under Serial No. BDR-16/11098/11 on 30th November, 2011.

- T. By and a Supplementary Agreement dated 30th October, 2014 executed between GPCL, therein referred to as "GPCL" of the One Part and the Developer herein, therein referred to as "KBJ" of the Other Part, the area of the land as mentioned in the Development Agreement dated 29th November, 2011 was rectified to 4557.15 sq. mtrs. and the Municipal FSI of 12,068 sq. mtrs. was replaced by with area of 18,083 sq. mtrs. which is inclusive of Fungible FSI (FSI area 12068 + 6015 (Additional FSI) = 18,083) with the consideration payable to GCPL being enhanced on terms and conditions stated therein. The said Supplementary Agreement dated 30th October, 2014 is registered with the Sub-Registrar of Assurances at Borivali under Serial No. BRL/7/9677 on 30th October, 2014.
- U. Accordingly, the Promoter is entitled the exclusive development rights and authorities in respect of the land (being a part of the Free Sale Portion of the said Larger Land) admeasuring 4557.15 sq. mtrs. bearing Plot No. R7/B-2 in the approved layout of the Larger Land and bearing C.T.S. No. 260/3A(pt) of Village Pahadi, Goregaon (West) in the Mumbai Suburban District, hereinafter referred to as "**the said Land**" and more particularly described in the **Second Schedule** hereunder written and delineated with the blue colour boundary line on plan annexed hereto and marked as **Annexure 'C'**, by utilization thereon of 18,083 sq. mtrs. Municipal FSI (which shall be exclusive of all areas not counted towards FSI, as permitted under D.C.Regulation No. 53 (2) (c).
- V. By an Agreement dated 25th September, 2014 executed between the Promoter herein, therein referred to as "the Developer" of the One Part and M/s. Sargam Tradelink Limited (now known as M/s. Sangam Lifespaces Limited) viz. the Confirming Party herein, therein referred to as "the Participant" of the Other Part, the Promoter herein requested the Confirming Party to participate in the Project (to mean development of the said Land pursuant to the said Development Agreement dated 29th November, 2011 and Supplementary Agreement dated 30th October, 2014, by the construction of the new Building as per the sanctioned plans and sale of the same by the parties) by partly financing and providing strategic support for the same and in consideration of such participation, offered the Confirming Party 50% (fifty percent) share in the Net Receipts of the Project and as security, a defined portion of the Participant's Area which the Confirming Party will be entitled to under the Agreement dated 25th September, 2014 to give sanctity to the said construction and development of the Project. The said Agreement dated

25th September, 2014 is registered with the Sub-Registrar of Assurances at Borivali under Serial No. BRL-7/9817/2014 on 25th September, 2014.

- W. By a Supplementary Participation Agreement dated 28th May, 2015 executed between the Promoter and the Confirming Party, the Promoter and the Confirming Party agreed that the Promoter shall be entitled to sell and appropriate the sale proceeds in respect of units of the Wing 'A' of the New Building and the Confirming Party shall be entitled to sell and appropriate the sale proceeds in respect of units of the Wing 'B' of the New Building.
- X. The Developers have entered into a Standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the agreement prescribed by the Council of Architects. The Developers has also appointed a Structural Engineer for the preparation of the structural designs and drawings of the building/s and the Developers accept the professional supervision of the Architect and the Structural Engineer till the completion of the New Building.
- Y. The Developers propose to construct a multi Storied building consisting ground floor + 2 podium +19 upper floors (hereinafter referred to as "**the New Building**") on the said Land in accordance with the plans as may be amended, approved and sanctioned by MHADA from time to time (hereinafter referred to as "**the Sanctioned Plans**").
- Z. The Promoter submitted to the Municipal Corporation Greater Mumbai, plans for the New Building and the Promoter has received an Intimation of Disapproval ("**IOD**") bearing No. CHE/339/BP(WS)/AP/Govt. dated 29th September, 2014 and a Commencement Certificate ("**CC**") bearing No. [] dated [] from _____. Copies of the IOD and CC are annexed hereto and marked **Annexure- 'D'** and **Annexure – 'E'** respectively.
- AA. The Developer has informed the Purchaser that the Developer has reserved to the right to make changes in the layout in respect of the said Land from time to time as the Developers at their discretion and to get the revised layout approved from M.C.G.M and other concerned authorities.

- BB. The Promoter has obtained project loan for the development of the said Land and accordingly mortgaged its development rights to Bank of Baroda, vide Mortgage Deed dated [] and the same is duly registered with the Sub-Registrar of Assurance at [] under Serial No. _____ on _____. Bank of Baroda vide its letter dated [] addressed to the Promoter, granted their no objection/release for sale of said Flat/Shop, subject to the terms and conditions set out therein.
- CC. The Purchaser/s are desirous of purchasing residential premises/shop bearing No. _____ admeasuring _____ sq. ft. (carpet area) i.e. _____ sq. mtrs. (carpet area) in the aggregate on the _____th Floor in Wing - A of the said New Building to be known as “ **THE LUXOR** ” to be constructed on the said Land and more particularly described in the Second Schedule hereunder written (hereinafter referred to as “**the said Flat/Shop**”) and had requested the Promoter for allotment of the same. Copy of the Typical Floor Plan of the said Flat/Shop is annexed hereto and marked **Annexure – ‘F’**.
- DD. The Purchaser/s has demanded from the Promoter and the Promoter has given full, free and complete inspection to the Purchaser/s of all the documents of title relating to the said Land, the IOD, the CC, the sanctioned plans and the plans in respect of the New Building, designs and specifications of the said Flat/Shop and such other documents as are specified under Section 4 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as “**MOFA**”) and the Rules thereunder.
- EE. The Purchaser/s, having perused all the necessary documents, deeds and writings related to title of the said Land and the New Building, and after being fully informed and satisfied about the same, as also about the status and the plans in respect of the proposed New Building, are desirous of purchasing from the Developers the said Flat/Shop for the consideration and on the terms and conditions hereinafter appearing.
- FF. The Promoter has also obtained Title Certificate bearing Ref. No. pc/lSr/-148/15 dated 23rd July, 2015 from M/s. Padiyar & Company in respect of the said Land. Copy of Title Certificate annexed hereto and marked **Annexure – ‘G’**.

- GG. The Developers shall provide the fixtures, fittings and amenities in the said Flat/Shop as provided in **Annexure – ‘H’** hereto.
- HH. Under Section 4 of MOFA, and Sec13 OF The REAL ESTATE (Regulations & Development Act 2016) the Parties are required to execute a written Agreement for Sale of the said Flat/Shop with the Purchaser/s and such Agreement is required to be registered under the Registration Act, 1908.
- II. The Promoter has registered the project under the provision of the act with the Real Estate regulatory authority act Mumbai on _____ under registration number _____.

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

1. The parties herein agree and declare that the recitals as incorporated hereinabove shall form an integral part of the operative part of this Agreement.
2. The Developers shall construct the New Building consisting of ground floor + 2 podium +19 upper floors on the said Land in accordance with the approved plans, specifications, designs and elevations which have been seen and approved of by the Purchaser/s with only such variations and modifications as the Developers may consider necessary or as may be required by the concerned local authority / the Government to be made in them or any of them:
 Provided that the Developers shall have to obtain prior consent in writing of the Purchaser/s in respect of only such variation or modifications which may adversely affect the said Flat/Shop.
3. The Developers have informed the Purchaser/s and the Purchaser/s are aware that, the Developers intends to submit revised plans with respect to the New Building modifying and/or altering the IOD, CC and/or the sanctioned plans, as the case may be. The effect of such modified and/or altered plans may be that the New Building will/may consist of certain additional floors over and above 19 floors proposed to be constructed as per the sanctioned plans. In view of the aforesaid, the Developers shall, however, be entitled to construct additional upper floors, as the Developers may in law be now entitled to or in future become entitled to, with the approval of the appropriate authorities. The Purchaser/s hereby expressly consent(s) to such additional

construction of upper floors and variations and agree(s) not to object or raise any dispute or contention whatsoever in future to the construction of such additional floors and shall not be entitled to ask for any reduction in the consideration agreed to be paid by the Purchaser/s under this Agreement and/or claim compensation or damages on any account whatsoever.

4. The Developers hereby agrees, subject to the terms and conditions herein, to sell to the Purchaser/s, and the Purchaser/s hereby agree(s) to purchase from the Developers, residential premises/shop bearing No. _____ admeasuring _____ sq. ft. (carpet area) i.e. _____ sq. mtrs. (carpet area) in the aggregate on the [_____] th Floor in Wing -A of the New Building to be known as 'THE LUXOR' to be constructed on the said Land and more particularly described in the **Third Schedule** hereto ("**the said Flat/Shop**") for a total consideration of Rs _____/- (Rupees _____ only) ("**the said consideration**"). The price of the said Flat/Shop and Car Parking No. _____ allotted is inclusive of the consideration for the proportionate share of the limited common areas and facilities. The nature, extent and description of the limited common areas and facilities are more particularly listed out in **Annexure – 'I'** hereto.
5. The fixtures, fitting and amenities to be provided by the Developers in the said Flat/Shop are those that are set out in **Annexure – H** hereto.
6. The Purchaser/s shall use the said Flat/Shop or any part thereof or permit the same to be used only for purposes for which it is permitted to be used under this Agreement i.e. residential use/shop only.
7. The said consideration of Rs. _____/- (Rupees _____ Only) shall be paid by the Purchaser/s to the Promoter/Confirming Party in the following manner:-
 - (i) Rs. _____/- (Rupees _____ Only) being the earnest money, which constitutes 10 % of the said consideration, on or before execution of these presents, (the payment and receipt whereof the Promoter doth hereby admit and acknowledge);
 - (ii) Rs. _____/- (Rupees _____ Only) which constitutes 20 % of the said consideration, upon completion of plinth of the New Building;

- (iii) Rs. _____/- (Rupees _____Only) which constitutes 2.5% of the said consideration, upon completion of Podium Ground of the New Building.
- (iv) Rs. _____/- (Rupees _____Only) which constitutes 2.5% of the said consideration, upon completion of Podium - 1 of the New Building.
- (v) Rs. _____/- (Rupees _____Only) which constitutes 2.5% of the said consideration, upon completion of Podium - 2 of the New Building.
- (vi) Rs. _____/- (Rupees _____Only) which constitutes 2.5 % of the said consideration, upon completion of 1st slab of the New Building;
- (vii) Rs. _____/- (Rupees _____Only) which constitutes 2.5 % of the said consideration, upon completion of 2nd slab of the New Building;
- (viii) Rs. _____/- (Rupees _____Only) which constitutes 2.5 % of the said consideration, upon completion of 3rd slab of the New Building;
- (ix) Rs. _____/- (Rupees _____Only) which constitutes 2.5 % of the said consideration, upon completion of 4th slab of the New Building;
- (x) Rs. _____/- (Rupees _____Only) which constitutes 2.5 % of the said consideration, upon completion of 5th slab of the New Building;
- (xi) Rs. _____/- (Rupees _____Only) which constitutes 2.5 % of the said consideration, upon completion of 6th slab of the New Building;
- (xii) Rs. _____/- (Rupees _____Only) which constitutes 2.5 % of the said consideration, upon completion of 7th slab of the New Building;
- (xiii) Rs. _____/- (Rupees _____Only) which constitutes 2.5 % of the said consideration, upon completion of 8th slab of the New Building;

- (xiv) Rs. _____/- (Rupees _____Only) which constitutes 2.5 % of the said consideration, upon completion of 9th slab of the New Building;
- (xv) Rs. _____/- (Rupees _____Only) which constitutes 2.5 % of the said consideration, upon completion of 10th slab of the New Building;
- (xvi) Rs. _____/- (Rupees _____Only) which constitutes 2.5 % of the said consideration, upon completion of 11th slab of the New Building;
- (xvii) Rs. _____/- (Rupees _____Only) which constitutes 2.5 % of the said consideration, upon completion of 12th slab of the New Building;
- (xviii) Rs. _____/- (Rupees _____Only) which constitutes 2.5 % of the said consideration, upon completion of 13th slab of the New Building;
- (xix) Rs. _____/- (Rupees _____Only) which constitutes 2.5 % of the said consideration, upon completion of 14th slab of the New Building;
- (xx) Rs. _____/- (Rupees _____Only) which constitutes 2.5 % of the said consideration, upon completion of 15th slab of the New Building;
- (xxi) Rs. _____/- (Rupees _____Only) which constitutes 2.5 % of the said consideration, upon completion of 16th slab of the New Building;
- (xxii) Rs. _____/- (Rupees _____Only) which constitutes 2.5 % of the said consideration, upon completion of 17th slab of the New Building;
- (xxiii) Rs. _____/- (Rupees _____Only) which constitutes 2.5 % of the said consideration, upon completion of 18th slab of the New Building;
- (xxiv) Rs. _____/- (Rupees _____Only) which constitutes 2.5 % of the said consideration, upon completion of 19th slab of the New Building;

- (xxv) Rs. _____/- (Rupees _____ Only), which constitutes 3 % of the said consideration, upon completion of Exterior Plaster/work of the New Building;
- (xxvi) Rs. _____/- (Rupees _____ Only) which constitutes 4 % of the said consideration, upon completion of Flooring and Internal Fittings of the New Building;
- (xxvii) Rs. _____/- (Rupees _____ Only) which constitutes 4 % of the said consideration, upon completion of Interior of the New Building; and
- (xxviii) Rs. _____/- (Rupees _____ Only), which constitutes 4 % of the said consideration, at the time of OC of the said Flat/Shop.
8. The Purchaser/s shall pay to the Promoter/Confirming Party the corresponding installment of the said consideration at the intervals and in the manner set out herein. In the event, the Purchaser/s deduct/s Tax at Source ("**TDS**") from the said consideration, the Purchaser/s shall pay the tax deducted to the government and deliver the relevant document i.e. TDS certificate/Form 16A/Challan, relating to each payment as per the provisions of the Income-tax Act, 1961 to the Promoter/Confirming Party. It is hereby expressly agreed that the time for payment of each of the aforesaid installments of the consideration set out herein shall be the essence of the contract.
9. The Purchaser/s confirm(s) and undertake(s) to pay each and every installment of the said consideration on their respective due dates without any delay or default, time being the essence of the contract. The Purchaser/s agree(s) and confirm(s) to pay the said consideration and all such amounts, which become due or payable by the Purchaser/s under the provisions of this Agreement by Account Payee cheque/demand draft/pay order payable to the Promoter /Confirming Party at Mumbai or as per the instructions of the Developers.
10. In the event of the Purchaser/s committing any delay or default in making payment of any of the installments on their respective due dates and / or of any amount due or payable to the Promoter /Confirming Party under this Agreement (including the Purchasers'/'s proportionate share of rates, taxes, cesses and assessments levied or imposed by concerned local or Government Body or authority and all other outgoings) or on the Purchaser/s committing breach of any of the terms and conditions herein contained, the Promoter /Confirming Party

shall, give to the Purchaser/s a 15 (fifteen) days notice in writing, specifying the breach or breaches of the terms and the conditions by the Purchaser/s and its intention to terminate the Agreement. If the Purchaser/s still default(s) to rectify such default or breach within the said 15 (fifteen) days period, the Promoter /Confirming Party shall issue a reminder to the Purchaser/s to rectify the breach or default committed by him/her/them/it. Despite the reminder letter, the Purchaser/s default(s) in rectifying the breach or default, the Promoter /Confirming Party shall issue another reminder and despite receipt of the second reminder letter if the Purchaser/s fail(s) to rectify the breach or default, then the Promoter /Confirming Party, at its sole option and without prejudice to any other rights and remedies of the Promoter /Confirming Party against the Purchaser/s in that behalf, be entitled to terminate this Agreement, by giving to the Purchaser/s Notice in writing of the same.

11. Upon termination of this Agreement in terms of Clause 10 hereinabove, the Promoter/Confirming Party shall be entitled to forfeit a sum equivalent to 20 % (twenty percent) of the said total consideration for the said Flat/Shop as mentioned hereinabove in Clause 7 and shall refund, without interest, to the Purchaser/s the balance amount (but excluding any amount of interest paid or payable by the Purchaser/s for late payment of installments and excluding the taxes/deposits paid to the Government or to statutory authorities, as the case may be). Upon such refund/ offer to refund, the Promoter /Confirming Party shall be at liberty to dispose off / sell and / or deal with in any manner whatsoever the said Flat/Shop to such person(s) and at such price as the Promoter /Confirming Party may in its absolute discretion deem fit, without any further act or consent/reference to the Purchaser/s and the Purchaser/s shall have no right, title, interest, claim, demand and / or dispute of any nature whatsoever against the Promoter /Confirming Party and / or with respect to the said Flat/Shop, the New Building or any part thereof.
12. Without prejudice to its right to terminate this Agreement and otherwise, the Promoter Confirming Party may in its sole discretion accept from the Purchaser/s payment of the delayed installment/s on the Purchaser/s paying to the Promoter/Confirming Party interest at the **rate Prevailing of State Bank of India lending rate + 2 % per annum** from the respective due dates of each installment until payment and/or realization thereof, whichever is later.
13. The Developers 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 authorities and/or

Government bodies at the time of sanction of the building plans or thereafter and shall, before handing over possession of the said Flat/Shop to the Purchaser/s, obtain from the concerned local authority, an occupation and/or completion certificate(s) in respect of the said Flat/Shop.

14. The New Building shall be constructed under the supervision of the Architects and in accordance with the sanctioned building plans as aforesaid and shall contain specifications, fixtures, fittings and amenities as the Developers may deem fit and the Purchaser/s hereby confirm(s) that the Developers shall not be liable to provide any specifications, fixtures, fittings and amenities in the said Flat/Shop other than those set out in the said Annexure - H.
15. The Developers hereby declare that the Floor Space Index ("FSI") available in respect of the said Land has been utilized / shall be utilized by the Developers for the construction of the New Building and the Developers shall be entitled to use the surplus FSI, if available, elsewhere and for any purpose whatsoever.
 In case the said FSI has been utilized or is likely to be utilized by the Developers elsewhere, then the Developers shall not be liable to furnish to the Purchaser/s all or any particulars in respect of such utilization of FSI by it. In case while developing the New Building, the Developers have utilized any FSI of any other land or property by way of floating FSI, the particulars of such FSI are not required to be disclosed by the Developers to the Purchaser/s. The residual FSI in the plot or the layout not consumed will be available to the Developers.
16. The Purchaser/s acknowledge(s) that the sanctioned plans, designs and plans may require amendments from time to time and that the scheme of development proposed in respect of the New Building to be carried out by the Developers on the said Land may be carried on over a period of time. The Purchaser/s hereby agree(s) and confirm(s) that, he/ she/ they/ it has/have no objection to the Developers making, and implementing such amendments.
17. The Purchaser/s acknowledge(s) that, prior to entering into this Agreement, the Developers have informed the Purchaser/s that the Developers intend to submit revised plans for the said Land and the New Building modifying and altering the sanctioned plans and that consequent thereto the New Building may consist of additional floor(s) after obtaining necessary consent. The Purchaser/s agree(s) that the Developers have entered into this Agreement with the Purchaser/s on an express representation made by the Purchaser/s that he/she/they/it

shall not object or dispute to the Developers modifying and/or altering the sanctioned plans and to the construction of the additional floor(s) or part(s) thereof to the New Building, by the Developers on any grounds or reasons whatsoever, including nuisance, annoyance, etc. if any, and the Developers shall be entitled, either by themselves or through their nominee/s, to construct and complete the said additional floor(s), on the New Building as they may desire in their absolute discretion without any interference or objection or dispute by the Purchaser/s. The Purchaser/s hereby irrevocably consent(s) to what is stated herein and such consent shall be deemed to be consent by the Purchaser/s as required under the provisions of MOFA, RERA & the Developers shall not be required to obtain any further consent, concurrence and/or approval in any manner whatsoever of the Purchaser/s at the time of altering/ amending /modifying and /or submitting /re-submitting, as the case may be, the sanctioned plans for the New Building.

18. It is hereby agreed and confirmed by the Purchaser/s and the Purchaser/s hereby irrevocably consent(s) that, the Developers are fully entitled to use and consume the entire FSI in respect of the said Land and / or which may be available at present or in future including by way of amendment to the rules, regulations, bye-laws and statute governing the said Land or in lieu thereof as also FSI which may be acquired/may have already been acquired as compensation for any area under setback or reservation in any form along with top floor, terrace, parking space(s) of the New Building, which shall come into existence hereafter. The aforesaid FSI is also deemed to include FSI in respect of staircase, passage, lift, basement, stilt, etc. of the New Building. It is specifically agreed between the parties hereto that if anytime hereinafter there is any increase in FSI available in respect of the said Land, the Developers shall be entitled to the same and the Purchaser/s hereby expressly authorize(s) and irrevocably give(s) consent to the Developers to utilize and consume such increased FSI on the said Land by constructing and by making additions to the New Building by raising one or more floors and/or by constructing additional buildings/structures on the said Land so as to avail of the full FSI, as may from time to time, be available, without any further intimation to or consent of the Purchaser/s by obtaining consent of the purchasers as the case may be. The FSI of any nature whether available at present or in future and/or additional construction/s shall always be the property of the Developers who shall be at liberty to use, deal with, dispose of, sell and transfer the same in any manner the Developers may choose. The Purchaser/s hereby admit(s) and acknowledge(s) the Developers' aforesaid right and shall not at any time raise any claim, dispute, objection or contention whatsoever in that behalf and hereby

unconditionally and irrevocably consent(s) to the same being done by the Developers.

19. It is hereby agreed and confirmed by the Purchaser/s and the Purchaser/s hereby irrevocably consent(s) that the Developers shall be entitled to develop the said Land, by acquiring Fungible FSI, Premium FSI, TDR benefits for use with respect to the same and / or generating TDR with respect to the same. The Developers shall be entitled to all the benefits arising out of the development of the said Land including but not limited to FSI, Fungible FSI, Premium FSI, TDR benefits and/ or any other benefits which may be available and/or become available at a later date, without being accountable to the said Purchaser/s and/or the Society or association of unit purchasers or Limited Company, as the case may be, in any manner whatsoever and shall be at liberty to develop the said Land in any manner whatsoever. It is expressly agreed and understood between the Parties hereto that the Developers shall be at liberty to develop the said Land in any manner whatsoever, including but not limited to merging, amalgamating, clubbing and/or by sub-dividing the said Land as the case may be with any other property/ development scheme and/or as an integrated / phase wise development, as the case may be after obtaining necessary consent.
20. It is hereby agreed that the right of the Purchaser/s under this Agreement is only restricted to the said Flat/Shop and the amenities attached thereto and set out herein, and that all the other premises and portion or portions of the New Building and/or the said Land shall be the sole property of the Developers and the Developers shall be entitled to develop and/or deal with the same in any manner deemed fit by it, without any reference or recourse to or consent or concurrence from the Purchaser/s in any manner whatsoever. The Purchaser/s hereby confirm(s) and irrevocably consent(s) to the right of the Developers to develop and/or deal with the New Building and / or the said Land in the manner deemed fit by the Developers without any further or other consent or concurrence of the Purchaser/s and henceforth shall not be required to obtain any further consent, concurrence and / or approval in any manner whatsoever of the Purchaser/s.
21. Upon payment of the said consideration and all amounts due and payable by the Purchaser/s to the Promoter in terms of this Agreement, the Developers shall give possession of the said Flat/Shop to the Purchaser/s by [_____]. If the Developers fail or neglect to give possession of the said Flat/Shop to the Purchaser/s on account of reasons beyond its control and of its agents, as per the provisions of

Section 8 of MOFA, by the aforesaid date or dates prescribed in Section 8 of MOFA, then the Promoter /Confirming Party shall be liable on demand to refund to the Purchaser/s the amounts already received by it in respect of the said Flat/Shop with simple interest rate Prevailing of State Bank of India lending rate + 2 % per annum per annum from the date the Promoter/Confirming Party received the sum till the date the amounts and interest thereon are repaid.

Provided that the Developers shall be entitled to reasonable extension of time for giving possession of the said Flat/Shop on the aforesaid date, if the completion of the New Building in which the said Flat/Shop is to be situated is delayed on account of:

- (i) non-availability of steel, cement, other building material or labour at market competitive prices;
- (ii) war, civil commotion, strikes of workmen or labourers or other persons, transport strike or an act of God, irresistible force or reasons beyond the control of or unforeseen by the Developers;
- (iii) any legislation, notice, order, rule, circular, notification of the Central/State Government, MCGM and/or other public or other competent authority or Court or injunction or stay or prohibitory orders or directions passed by any Court, Tribunal Body or Authority;
- (iv) delay in issuing any permission, approval, NOC, sanction and/or building occupation certificate by the concerned authorities;
- (v) force majeure or any other reason (not limited to the reasons mentioned above) beyond the control of or unforeseen by the Developers, which may prevent, restrict, interrupt or interfere with or delay the construction of New Building;
- (vi) delay in securing necessary permissions or completion/occupancy certificate from the competent authorities or water, electricity, drainage and sewerage connections from the appropriate authorities, for reasons beyond the control of the Developers; and
- (vii) any other forces or reasons beyond the control of the Developers.

22. The Developers may complete the New Building or any part or portion thereof and obtain part completion or part occupation certificate thereof and give possession of the said Flat/Shop therein to the Purchaser/s and other flats/units to the Purchaser/s of such premises and the Purchaser/s herein shall have no right to and will not object to the same and the Purchaser/s hereby give(s) his/her/their/its specific and irrevocable consent to the same. If the Purchaser/s is/are offered possession of the said Flat/Shop in such completed part or portion of the New Building, the Developers and/or their agents or contractors shall be entitled to carry on the remaining work, including further and additional construction work of the New Building in which the said Flat/Shop is situated and if any inconvenience, hardship, disturbance or nuisance is caused to the Purchaser/s, the Purchaser/s shall not be entitled to protest, object to or obstruct the execution of such work nor shall the Purchaser/s be entitled to claim any compensation and/or damages and/or to complain for any inconvenience hardship, disturbance or nuisance which may be caused to him/her/them/it or any other person.
23. The Purchaser/s shall take possession of the said Flat/Shop within 15 (fifteen) days of the Developers giving written notice to the Purchaser/s intimating that, the said Flat/Shop is ready for occupation and use.
24. At the time of taking possession of the said Flat/Shop and in any event, within 15 (fifteen) days of the receipt of the written notice from the Developers to the Purchaser/s intimating that the said Flat/Shop is ready for occupation and use as per Clause 23 hereinabove, the Purchaser/s shall fully satisfy himself/herself/themselves/itself with regard to the amenities provided in the said Flat/Shop and acknowledge in writing to that effect to the Developers and the Purchaser/s shall not be entitled, at any time thereafter, to raise any dispute, objection or contention whatsoever in that behalf.
25. Commencing on the expiry of the 15 (fifteen) days from issue of the notice in writing by the Developers to the Purchaser/s that the said Flat/Shop is ready for occupation and use, the said Flat/Shop shall be at the risk of the Purchaser/s (irrespective of whether possession of the said Flat/Shop is actually taken by the Purchaser/s or not) in all respects, including loss or damage arising from the destruction, deterioration, injury or decrease in value of the said Flat/Shop. It is agreed that irrespective of whether possession of the said Flat/Shop is actually taken or not by the Purchaser/s, the Purchaser/s shall be liable to bear and pay to the Promoter/Confirming Party his/her/their/its proportionate share of all outgoings in respect of the said Land

including the land and building structure thereon, including repairs to the exterior and interior of the New Building (but excluding the interior of the said Flat/Shop, hereby agreed to be sold to the Purchaser/s) all rates, taxes, cesses, assessments, betterment charges, levies and all other impositions made by the competent local or public bodies or authorities and/or Government (State or Central) water charges, insurance, common lights and repairs and salaries of employees, clerks, bill collectors, chowkidars, sweepers and electricity, gas and telephone cables, waterlines, drainage lines, sewerage lines and all other expenses and outgoings necessary and incidental to the management, administration and maintenance of the said Land and the New Building.

26. The Purchaser/s shall pay to the Promoter/Confirming Party such proportionate share of all outgoings as may from time to time be estimated or determined by the Developers. Such proportion shall be determined by the Developers on the basis of the area of each of the flats/units in the New Building. The Purchaser/s further agree(s) that till the Purchaser's(s') share is so determined, the Purchaser/s shall, from the date of the said intimation, regularly pay to the Promoter /Confirming Party, the provisional monthly contribution of Rs. _____/- (Rupees _____ only) towards all outgoings or such other amounts as may be communicated, from time to time, by the Promoter /Confirming Party to the Purchaser/s in writing all outgoings and such payments shall be promptly made by the Purchaser/s in advance to the Promoter/Confirming Party. In the event the Purchaser/s fails to pay such outgoing, interest at the rate Prevailing of State Bank of India lending rate + 2 % per annum will be charged. The right of the Promoter/Confirming Party to charge interest is without prejudice to their right to terminate this Agreement. The Purchaser/s agree(s) and undertake(s) to pay to the Promoter/Confirming Party the estimated, provisional, 18 (Eighteen) months' contribution towards all outgoings at the time of taking possession of the said Flat/Shop and shall not withhold or fail to pay the same or any part thereof for any reason whatsoever. The amounts so paid by the Purchaser/s to the Promoter /Confirming Party shall not carry any interest and shall remain with them and shall be utilised by them for meeting all outgoings. If any balance amount is left over with the Promoter/Confirming Party, the said sum shall be paid over by the Promoter to the Society or association of flat/unit purchasers or Limited Company (hereinafter referred to as the "**said Organisation**") which may be formed, as hereinafter provided for maintenance of the New Building.
27. The Purchaser/s alongwith the other purchasers of premises in the New Building shall join in forming and registering the Society or

association of flat/unit owners or Limited Company or Condominium to be known by such name as the Developers may decide and for this purpose also from time to time sign and execute the application for registration and /or membership and other papers and documents necessary for the formation and registration of the Society or Limited Company or an association or Condominium of flat/unit owners and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within 15 (fifteen) days of the same being forwarded by the Promoter to flat/unit purchasers, so as to enable the Promoter to register the organization of the flat/unit purchasers under Section 10 of MOFA, within the time limit prescribed by Rule 8 of the Maharashtra Ownership Flats (Regulation of the Promotion of the Construction, Sale, Management and Transfer) Rules, 1964 or under section 11(4) (e) of RERA within the time limit prescribed by Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, rate of interest & disclosure on website) Rules, 2017 whichever is earlier. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association or Declaration, as may be required by the Registrar of Co-operative Societies or the Registrar appointed under the Apartment Ownership Act or the Registrar of Companies, as the case may be, or any other Competent Authority.

28. The New Building (in which the said Flat/Shop is situate) shall always be known by the name 'THE LUXOR' or by such name as the Developers may decide and such name shall not be changed at any time in future without the prior written permission of the Developers. The covenant contained in this clause shall be binding upon the Purchaser/s and his/her/their/ its successors-in-interest and assigns.
29. Pursuant to the Deed of Modification and Confirmation dated 9th November, 2011, the Promoter shall transfer/cause GCPL to the said Organisation the right, title and the interest of the Promoter to the aliquot part of the said Land together with the New Building by executing the necessary lease of the said Land and the New Building in favour of the said Organisation, as the case may be and such lease shall be in keeping with the terms and provisions of this Agreement.
30. After the formation of the said Organisation and upon lease of the said Land in favour of the said Organisation being executed, the rights of the flat/unit purchasers will be recognised and regulated by the provisions of the said Organisation.

31. The Purchaser/s shall be liable and hereby expressly agree(s) to bear and pay all applicable existing and future taxes, including, but not limited to, service tax/ value added tax /work contract tax and / or other associated taxes/charges and/or levies that may be imposed if any, whether payable in the first instance or otherwise and all increases therein which are/ may be levied or imposed by the concerned local authorities and/or Government and/ or public bodies or authorities with respect to the construction of the New Building and the said Flat/Shop and/ or arising out of the said Agreement. Further, in the event of any new category of tax, cess is introduced at any stage which is not in force at present and made leviable in future under any head with respect to the said Flat/Shop and /or arising out of the this Agreement, for example service tax, then the same shall be borne exclusively by the Purchaser/s.

32. The Purchaser/s hereby agree(s) that after possession of the said Flat/Shop is given or deemed to be given to the Purchaser/s in accordance with Clause 23 hereinabove, any amount including all outgoings which becomes due or payable by the Purchaser/s to the Promoter /Confirming Party under this Agreement and also in the event of any amount by way of rates, taxes, cesses, assessments, land revenue, premium, betterment charges, development tax, or any other tax, levy, payment, imposition or assessment, whatsoever, by whatever name called under any Act (State or Central) becomes due or payable on the said Land to the Government (State or Central) or to the MCGM or other local or public bodies or authorities, the Purchaser/s shall be liable to bear and pay his/her/their/its share thereof in proportion to the percentage of undivided share in the common areas and facilities calculated in the manner prescribed under the MOFA read with the Rules and under the RERA read with the Rules. The amount so determined from time to time by the Promoter shall be final and binding on the Purchaser/s who shall pay the same (without any deduction) to the Promoter/Confirming Party forthwith, upon demand in writing by the Promoter/Confirming Party and without raising any dispute, contention or objection, whatsoever. In the event of default by the Purchaser/s in the payment of any sum due or payable under this Agreement, the Purchaser/s shall pay interest on such sum for the period from the due date for such payment until actual payment at the **rate Prevailing of State Bank of India lending rate + 2 % per annum** . This shall be without prejudice to all other rights and remedies that the Promoter /Confirming Party may have in law against the Purchaser/s.

33. Until the Deed of Lease or other appropriate deeds and documents in respect of the said Land and the New Building are executed by the Developers/GCPL in favour of the said Organisation, the Developers shall at all times have the control and full authority in respect of all matters concerning the said Land and the New Building and further constructions and completion thereof and in particular, the Developers shall have absolute authority and control as regards the unsold built up and /or unsold built up space including the terrace, flats, shops, stilt car parking spaces, covered car parking spaces in the said Land and the New Building and the disposal thereof and the right to determine the consideration for which the same is sold or disposed of, as also the entitlement of any further FSI. Until the lease and other appropriate deeds and documents are executed, the Developers will also control the management and administration of the said Land and the New Building, and open spaces, recreation ground and all other amenities and facilities, realization of all outgoings and the disbursement of payments made by the Purchaser/s and other Purchasers and the Purchaser/s shall not be entitled to and will not, at any time, raise any objection to or dispute the aforesaid rights of the Purchaser/s. It is further agreed that, until the lease and other appropriate deeds and documents are executed as aforesaid the Purchaser/s shall pay to the Developers or to such person as the Promoter may, from time to time, nominate or appoint, all amounts agreed to be paid by the Purchaser/s under this Agreement. The Developers shall always be entitled to sell, let, sublet, lease, give on leave and licence, or under any arrangement to persons of its choice or to use in such manner as it may deem fit any of the unsold premises including terrace, flats, shops, stilt car parking spaces, covered car parking spaces and open car parking spaces and to receive consideration, but the Developers and/or their respective successors in interest shall be liable to pay all rates, taxes, cesses, assessments and outgoings in respect of such unsold premises.
34. The Developers shall be free to construct on the said Land, at such locations as it may, from time to time, decide any additional structures, like substations for electricity or office for management of the said Land and to build underground and overhead tanks, structures for watchman, cabin, toilet units for domestic servants/watchmen, septic tanks, soak pits, satellite cable, Television antenna, receiving dish for electronic, radio, broadband communication, transformers, surveillance compass, other security and safety gadgets and such or similar other structures, the locations of which are not particularly marked or shown in the building plans or layout plans and lay in, through or under or over said Building and /or the said Land, as the case may be, or any part thereof, pipelines, underground electric and telephone cables, water

lines, gas pipe lines, drainage lines, sewerage lines, rain-water harvesting arrangement, tube well and other devices etc., belonging to or meant for the New Building which is to be developed and constructed by the Developers on the said Land after obtaining necessary permissions/consents for the same. The Purchaser/s shall not interfere with the said rights of the Developers or obstruct the exercise of such rights whether by raising any dispute or court proceedings, seeking injunctions or prohibitory orders of any court, tribunal, body or authority or under any provision of law or otherwise, whatsoever. The Developers shall always be entitled and the Purchaser/s hereby expressly authorize(s) it to sign on behalf of the Purchaser/s any undertakings and indemnities as may be required by MCGM or any other State or Central Government or Competent Authorities under any law concerning the construction of the New Building or for implementation of its scheme for development of the New Building. The MSEB / Reliance Energy / Tata Power / BEST may require that, a space for a sub-station be provided to them on the said Land and the Promoter shall be entitled to execute necessary documents in this connection. The Purchaser/s shall not raise any objection or obstruct the putting up and construction of the electric sub-station and its allied constructions, pipes and boxes for electric meters and other structures in this connection and shall extend full co-operation and assistance as may, from time to time, be necessary in this respect, as per the rules and requirements of such electrical undertaking or similar bodies.

35. It is expressly agreed by the Parties hereto and the Purchaser/s hereby irrevocably consent(s) and agree(s) that, till the lease of the New Building and the said Land in favour of the said Organisation, the Developers shall be entitled to retain the right and shall have the irrevocable right and shall at all times be fully and sufficiently entitled to the use and/or allow third parties to use any part of the New Building including the terrace and / or any other part of the New Building for the installation of cables, satellite equipment, communication equipment, cellular telephone equipment, radio turnkey equipment, wireless equipment, hoardings etc. and for that purpose the Developers are fully authorized and entitled to carry out or allow temporary or permanent construction or erection to be carried out on any part of the New Building including the terrace and / or any other part of the said Land. The Purchaser/s agree(s), acknowledge(s) and confirm(s) the same and hereby agree(s) and undertake(s) not to disturb, obstruct or raise any claim dispute or demand whatsoever in this respect.

36. In the event of the Society/Limited Company/ Condominium being formed and registered before the sale and disposal the sale and disposal by the Developers of all flats/shops in the said Building and/or all the buildings constructed/to be constructed on the said Land as per the said layout (as amended from time to time) the power and authority of the Society /Limited Company/ Condominium and the Purchaser of the flats/shops therein shall be subject to the power of the Developers in all the manner concerning development of the said Land as also construction of the remaining buildings on the said Land/ additional structure and all amenities pertaining to the same and in particular the Developers shall have absolute authority and control as regards any unsold flats/shops and the sale thereof. The Developers shall have a right to complete the New Building and to sell and dispose of for the Promoter/Confirming Party's benefit all unsold flats/shops in the said building as also all in other buildings to be constructed on the said Land. The right of the Purchaser/s shall always be subject to the right of the Developers to develop the said Land as a layout area for the benefit of the Developers absolutely.
37. In the event of formation of the Society/Limited Company/ Condominium before all the flats/shops in the New Building are sold, the Developers shall be liable to pay only the Municipal rates and taxes, at actual, in respect of the unsold flats/shops. Society /Limited Company/ Condominium Maintenance charges shall not be applicable to the Developers on unsold flats/shops. In case a Society /Limited Company/ Condominium is formed before the disposal of by the Developer of all the flats/shops, then in such case, the Developers shall join in formation of such Society /Limited Company/ Condominium and as and when such flats/shops are sold to the person of the choice and at the discretion of the Developers, the Society /Limited Company/ Condominium shall admit, as members, the Purchaser of such flats/shops without charging any premium or any other extra payment and/or any transfer fee by whatever name called.
38. The Purchaser/s (in case of a partnership firm) has furnished a copy of the partnership deed and the names and addresses of the present partners and undertake(s) to furnish in writing to the Developers the names of partner/s for the time being constituting the firm, in the event of there being any change therein. In case the Purchaser/s is/are a Company then the copy of Memorandum and Articles of Association of the Company and a board resolution authorizing the signatory to sign and execute this Agreement for Sale on behalf of the Company shall be furnished to the Developers before execution of this Agreement. In case the Purchaser/s is/are Trust, the Purchaser/s has/have furnished

a copy of Trust Deed and the names of all the Trustees and the Beneficiaries under the Trust.

39. The Purchaser/s has/have thoroughly investigated and verified the title of the Developers to the said Land and the said Flat/Shop and is/are fully and completely satisfied that the title of the Promoter to the said Land and the said Flat is clear and marketable and free from encumbrances subject to what is stated herein and that the Developers have the right to construct the New Building and the said Flat on the said Land. The Purchaser/s has/have inspected the original/certified copies of the title documents in relation to the said Land. The Purchaser/s hereby undertake(s) not to raise any objections and/or requisitions to the title of the Promoter and / or further investigate the title of the Promoter/ the Confirming Party to the said Land and the said Flat/Shop and the right of the Promoter to construct the New Building and the said Flat/Shop on the said Land.
40. The Purchaser/s is/are also aware and acknowledge(s) that pursuant to the said Tripartite Joint Development Agreement dated 10th April, 2008, NOC of MHADA, NOC of the said Society and the Deed of Modification and Confirmation dated 9th November, 2011, it is solely the obligation of GCPL to construct and handover to MHADA a duly constructed area and that before obtaining full Occupations Certificate from M.C.G.M, the no-objection of MHADA will be required to be obtained. The Purchaser/s further acknowledge(s) that performance of such obligations is beyond the control of the Developers and therefore, the Developers shall not be in any manner liable or responsible for the same as also the consequences of such non-compliance.
41. The Purchaser/s shall, on the execution hereof pay to the Promoter/Confirming Party the following non-refundable amounts. Such amounts shall not carry any interest.

Sr. No.	Particulars	Amount
1.	Towards installation of transformers, electric meters, water meters, etc.;	Rs.
2.	Towards share money/application/entrance fee of the said Organisation	Rs.
3.	Towards formation and registration of the said Organisation	Rs.
4.	Towards refundable towards the	Rs.

	Corpus Fund of the said Organisation	
5.	Towards club house charges	Rs.
6.	Towards proportionate share of maintenance / monthly outgoings (including municipal tax) for 12 months (estimated at the rate of Rs. _____/- per month);	Rs.
7.	Towards installation of gas connection, telephone connection, intercom connection, etc.	Rs.
8.	Towards legal charges for preparation of this Agreement and all other deeds, documents in connection with the transactions contemplated herein and other formalities related thereto.	Rs.

Provided however that the amount of monthly outgoings as mentioned in Clause 41 (6) has been calculated assuming that the applicable municipal tax will be Rs. _____/- (Rupees _____only) per sq. ft., however, in case of change in the amount of municipal tax, the amount payable will be demanded/adjusted accordingly. In the event of, any additional amounts becoming payable in respect of the aforesaid items, the Purchaser/s shall forthwith on demand pay and/or deposit the difference with the Promoter/Confirming Party. The said deposits shall not carry any interest.

42. The Promoter/Confirming Party shall maintain separate accounts, under Section 5 of MOFA, in respect of the sums received from the Purchaser/s by way of deposits, share capital for the promotion of the said Organisation or towards the outgoings and shall appropriate the said amounts for the purposes for which they are received. However, the Promoter/Confirming Party are and will not be liable to render accounts. Subject as aforesaid, it is agreed that, after the said Organisation has been formed and the New Building shall have been transferred and/or conveyed to the said Organisation, the Promoter/Confirming Party shall hand over the said deposits or the balance thereof to the said Organisation.
43. It is agreed that, the Promoter/Confirming Party shall be entitled to invest the aforesaid amount of corpus fund as mentioned in Clause 41 (5) paid by the Purchaser/s to the Promoter/Confirming Party towards the Corpus Fund, as the Promoter/Confirming Party may deem fit and proper. After the said Organisation is formed, the Promoter/Confirming Party shall transfer the Corpus Fund to the said Organisation. Any cost incidental to

such transfer of the Corpus Fund shall be borne by the said Organisation and the Promoter/Confirming Party shall be entitled to adjust with the amounts that the Promoter/Confirming Party shall handover to the said Organisation.

44. All costs, charges and expenses in connection with the formation of the said Organisation, including costs of preparing, engrossing, stamping and registering all the agreements, deeds of assignment or any other document or documents required to be executed by the Developers and by the Purchaser/s, as well as the entire professional costs of the attorneys of the Developers for preparing and approving all such documents shall be borne and paid by the Purchaser/s and the said Organisation, as aforesaid, and/or proportionately by all the holders of the flats/shops etc. in the New Building. The Developers shall not be liable to contribute anything towards such expenses. The Purchaser/s hereby indemnify/ies and keep/s indemnified and saved harmless the Developers against the same.
45. It is further agreed, confirmed and covenanted between the Parties hereto that the Purchaser/s shall not change the user of the said Flat/Shop and/or make any structural alterations and/or construct any additional structures, mezzanine floors, whether temporary or permanent, on the said Land and shall not cover or construct any thing on the open spaces and/or parking spaces, including terraces and balconies, without the prior written permission of the Developers and/or the said Organisation in that behalf.
46. The Purchaser/s shall bear and pay to the Promoter/Confirming Party their share of stamp duty and registration charges payable, if any, by the said Organisation on the lease deed or any documents or instrument of transfer in respect of the said Land and the New Building thereon to be executed in favour of the said Organisation.
47. The Purchaser/s, for himself / herself / themselves /itself and with an intention to bind all persons into whose hands the said Flat/Shop may hereinafter come, hereby covenant with the Developers that they shall:
 - a) maintain the said Flat/Shop at his/ her/ their / its own cost and keep it in good, tenantable / repairable condition from the date on which possession of the said Flat/Shop is given by the Developers to the Purchaser/s and shall not do or suffer to be done anything in or to the New Building in which the said Flat/Shop is situate including the lifts, staircases, common passages, landings, lobbies and other common areas and amenities therein which

would damage or diminish them in value or adversely effect or interfere with the use and enjoyment of the same by the Purchaser/s or others which may be against the rules, regulations and bye-laws of concerned local or public bodies or any other authorities, as the case may be or change, alter or make additions or alterations structural or otherwise, in or to the New Building and to the said Flat/Shop or any part thereof, in any manner whatsoever, including the balconies. The Purchaser/s shall not put up any decorations in or make any alterations, additions or improvements to the exterior of the said Flat/Shop nor shall make any changes to the windows and glazing. The Purchaser/s shall, with the prior written consent of the Developers, be at liberty to fix safety grills on windows of the said Flat/Shop, of such design as the Developers may specify (so as to obtain uniformity of design in the New Building or in one or more of the other building to be built on the said Land). The Developers shall be entitled to remove, at the cost and risk of the Purchaser/s any grill, which may have been fixed without the Developers' written authority or if the same is not of the design prescribed by the Developers. The Purchaser/s shall not at any time construct on (whether of a temporary or permanent nature) or raise the height of the wall of any balcony of the said Flat/Shop or make any structural alterations thereto or fix or erect sun screens or weather shades, on the exterior of the said Flat/Shop or the New Building or cover the balcony, in any manner whatsoever. Name plates and boards shall be placed only in specified areas and of such sizes as may be previously approved in writing by the Developers or the said Organisation, as the case may be;

- b) not store in the said Flat/Shop any goods which are hazardous, combustible or dangerous in nature or are so heavy as to damage the construction or structure of the New Building and/or the said Land or storing of which goods is objected to by the concerned local or other authorities and shall not carry or cause to be carried heavy packages on the upper floors which may damage or be likely to damage the staircases, common passages or any other structure of the New Building, including entrances to the New Building, and in case any damage is caused to the New Building and/or the said Land on account of negligence or default of the Purchaser/s or his/her/their/its employees, agents, servants, guests, or invitees, the Purchaser/s shall be liable and responsible for the consequences thereof;

- c) carry out, at his/her/their/its own cost, all internal repairs of the said Flat/Shop and maintain the said Flat/Shop in the same condition, state and order in which it was delivered by the Developers to the Purchaser/s and shall not do or suffer to be done anything in or to the New Building and/or to the said Land 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 this provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
- d) not demolish or cause to be demolished the said Flat/Shop or any part thereof nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Flat/Shop or any part thereof, nor any alteration in which the elevation, walls, sections, details and / or outside colour scheme of the New Building;
- e) keep the partitions, sewers, drains, pipes in the said Flat/Shop and appurtenances thereto in good tenantable repair and condition and in particular so as to support, shelter and protect the other parts of the New Building and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members of the said Flat/Shop without the prior written permission of the Developers and/or the said Organisation and/or the concerned local authorities and/or any other public bodies;
- f) not do or permit to be done any act or thing which may render void or voidable any insurance of the said Land and/or the New Building or any part thereof or whereby any increase in the premium shall become payable in respect of such insurance;
- g) not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/Shop into the compound or any portion of the New Building and/or the said Land;
- h) pay to the Developers within 7 days of demand by the Developers, their share of security deposit demanded by any concerned local authority or government for giving water, electricity or any other service connection to the New Building;

- i) bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authorities and/or Government and/or other public authority, on account of change of user of the said Flat/Shop by the Purchaser(s);
- j) not let, sublet, transfer, assign, give on leave and license basis or part with his/her/their/its interest in or benefit under this Agreement or part with the possession of the said Flat/Shop until all the dues payable by the Purchaser/s to the Developers under this Agreement are fully paid up and until the Purchaser/s has/have obtained written permission of the Developers;
- k) observe and perform all the rules and regulations which the said Organisation may adopt at its inception and any additions, alterations or amendments thereof that, may be made from time to time for protection and maintenance of the New Building and the said Flat/Shop and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of government and other public bodies;
- l) observe and perform all the stipulations and conditions laid down by the said Organisation regarding the occupation and use of the said Flat/Shop and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement;
- m) till a deed of lease of the New Building and the said Land is executed by the Promoter in favour of the said Organisation, the Purchaser/s shall permit the Developers, their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Flat/Shop on giving sufficient notice and only in case of emergency, the New Building and the said Land to view and examine the state and condition thereof;
- n) the open spaces and common entrances, common passages, lobbies, staircases, and lifts in the New Building shall be used in a reasonable manner for the purpose of ingress and egress only and not for any storage purpose or anything else. The Purchaser/s shall not use or permit the use of any part of the said Land for any purpose and shall not use or permit the use of

common passages, lobbies and staircases in the New Building for storage or for use by servants at any time;

- o) the Purchaser/s shall not, at any time, do any work in the said Flat/Shop which would jeopardize the soundness or safety of the New Building or prejudicially affect the same; and
 - p) not at any time cause or permit any public or private nuisance in or upon the said Flat/Shop, the New Building, the said Land or any part thereof or do anything which shall cause an annoyance, inconveniences, suffering, hardship or disturbance to the Developers and/or to the occupants of the neighboring properties / buildings.
48. The Developers shall not sell, assign, transfer and/or otherwise deal with the right, title and interest in the New Building and in the said Land as the case may be, without the previous written consent of the Authority and 2/3rd Allottee who have purchased flats in the New Building. Provided that such sale / assignment / transfer, etc. does not in any way affect or prejudice the right of the Purchaser/s in respect of the said Flat/Shop.
49. The Purchaser/s, or the person/s to whom the said Flat/Shop is permitted by the Developers to be transferred to, shall, from time to time, sign all such applications, papers and documents and do all such acts, deeds, matters and things as the Developers or the said Organisation may require for safeguarding the interest of the Developers and/or the Purchaser/s and/or the other purchasers of flats/units in the New Building.
50. If the Purchaser/s commit(s) breach of any of the terms and conditions of this Agreement and/or any other writing and/or the other sanctions, permissions, undertakings, affidavits etc. then, in that event, the Promoter/Confirming Party shall, without prejudice to any other rights that it may have against the Purchaser/s in that behalf, be entitled to terminate this Agreement. Upon such termination, the Purchaser/s shall cease to have any right, title or interest of any nature whatsoever in the said Flat/Shop and the earnest money and all other amounts paid by the Purchaser/s to the Promoter//Confirming Party shall stand forfeited and the Promoter/Confirming Party shall be entitled to deduct from the payments made by the Purchaser/s such amounts as they may find proper to compensate for the damage so caused and if such payments are inadequate, they shall be entitled to recover further amounts from the Purchaser/s to compensate for the damage so caused and the Purchaser/s hereby consent(s) to the same. The decision of the

Promoter/Confirming Party in that regard shall be final and binding upon the Purchaser/s who shall not dispute the decision of the Promoter/Confirming Party in this regard.

51. All stamp duty and registration charges payable on the agreements, deeds, documents in respect of this transaction, including this Agreement, shall be borne and paid by the Purchaser/s alone and the Promoter/Confirming Party shall not be liable or responsible for the same. The Purchaser/s alone will be responsible for the consequences of insufficient and/or non-payment of stamp duty on this Agreement and/or all other documents etc. to be executed in connection therewith.
52. The Promoter shall, in respect of any amounts remaining unpaid by the Purchaser/s under the terms and conditions of this Agreement, have a first lien and charge on the said Flat/Shop.
53. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Land or of the New Building or any part thereof in favour of the Purchaser/s, save and except the said Flat/Shop hereby agreed to be sold to the Purchaser/s. The Purchaser/s shall not be entitled to any claims in respect of open spaces, parking spaces, lobbies, staircases, terrace, and recreation spaces, etc. which shall remain the property of the Developers until the New Building and the said Land are conveyed / leased to the said Organisation as provided herein.
54. Nothing contained in these presents shall be construed to confer upon the Purchaser/s any right, title or interest of any kind whatsoever into or over the said Land or the New Building or any part thereof, such conferment to take place only upon transfer of the New Building in favour of the said Organisation.
55. Any delay tolerated or indulgence shown by the Developers in enforcing any of the terms of this Agreement or any forbearance or giving of time by them to the Purchaser/s shall not be construed as a waiver on part of the Developers of any breach or non-compliance of such terms or conditions of this Agreement nor shall it prejudice the rights of the Developers in any manner whatsoever.
56. The Purchaser/s and/or the Developers shall present this Agreement as well at the proper registration office for registration within the time limit prescribed under the Registration Act and the Purchaser/s agree(s) that, upon being duly notified at least 48 hours in advance by the Developers, they will attend such office and admit execution thereof.

57. Every notice and other communication provided for in this Agreement shall be in writing and sent either by postage prepaid registered post with acknowledgement due or by courier service in the manner as elected by the Party giving such notice.

(a) In case of notices to the Purchaser/s:

Name :

Address :

For attention of :

(b) In case of notices to the Promoter:

Name : _____

Address : _____

For attention of : _____

(c) In case of notices to the Confirming Party :

Name : _____

Address : _____

For attention of : _____

58. This Agreement contains the whole agreement between the parties in respect of the subject matter of this Agreement and shall not be modified (whether by alteration, additions or omission) otherwise than by writing duly signed by both the parties. This Agreement constitutes the entire agreement between the parties and there are no promises or assurances or representations, oral or written, express or implied, other than those contained in this Agreement. The Purchaser/s hereby expressly admit(s), acknowledge(s) and confirm(s) that no terms, conditions, particulars or information, whether oral or written or otherwise given or made or

represented, including, those contained or given in any advertisement or brochure or publicity materials by the Developers and / or its nominee(s)/ agents to the Purchaser/s other than such terms, conditions and provisions as are contained or incorporated in this agreement shall be deemed to form part of this Agreement or to have induced the Purchaser/s to enter into this Agreement.

59. All or any disputes arising out or touching upon or in relation to the terms and conditions of this agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussions, failing which the same shall be settled through the adjudicating officer appointed under the Real Estate (Regulation and Development) Act, 2016.

THE FIRST SCHEDULE REFERRED TO HEREINABOVE
(Description of the said Larger Land)

All that piece or parcel of land admeasuring in aggregate 40 Acres equivalent to 1,65,800 sq. mtrs. / 1,65,805.80 sq. mtrs. or thereabouts, situate and lying at Goregaon (West), Taluka Borivali, District Bombay suburban, then in the Registration Sub-District of Bandra, District Bombay Suburban and now in the Registration District and Sub-District of Bombay City and Bombay Suburban of Revenue Village Pahadi – Goregaon (West) and which were corresponding City Survey Nos. 260, 260/1 to 100, 261, 261/1 to 104, 264/1 to 296, 365, 265/1 to 40, 267, 267/17 to 24, 268 (part), 268/45 to 86, 347/1 to 16, 363, 36/1 to 56 and bearing C. T. Survey Nos. 22, 22/1 to 95, 23, 23/1 to 32, 24, 24/1 to 48 and 27 (part) of :Village Pahadi – Goregaon.

THE SECOND SCHEDULE REFERRED TO HEREINABOVE
(Description of the said Land)

All that piece or parcel of non-agricultural land admeasuring about 4557.15 square meters, bearing Plot No. R7/B-2 in the approval layout of the Larger Land and bearing C. T. S. No. 260/3A (pt) of Village; Pahadi Goregaon (West), in Mumbai Suburban District, delineated with blue coloured boundary line on Plot annexed hereto and marked Annexure “A”, and bounded as follows:

On or towards the North	:	By Plot R-7/A-5;
On or towards the South	:	By 13.40 mere wide road;
On or towards the East	:	By 18.30 meter wide road; and
On or towards the West	:	By Plot R-7/B-1.

THE THIRD SCHEDULE REFERRED TO HEREINABOVE
(Description of the said Flat/Shop)

ALL THAT Residential Premises/Shop bearing No. _____
 admeasuring _____ square feet (carpet area) in the aggregate on the
 _____ Floor of Wing _____ of the Building to be known as "Luxor" being
 constructed on the said Land more particularly described in the Second
 Schedule hereinabove referred to.

IN WITNESS WHEREOF the Parties hereto have set and subscribed
 their respective hands to these presents the day and year first hereinabove
 stated.

SIGNED AND DELIVERED by the _____]
 within named "**Promoter**" _____]
M/S. KBJ DEVELOPERS LIMITED _____]
 through their authorized signatory _____]
 _____]
 in the presence of. _____]

1.

2.

(Photograph)	(Left Thumb Print)
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SIGNED AND DELIVERED by the _____]
 within named "**Confirming Party**" _____]
M/S. SANGAM LIFESPACES LTD. _____]
 through their authorized signatory _____]
 _____]
 in the presence of. _____]

1.

2.

(Photograph)	(Left Thumb Print)
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- 1.
- 2.

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] **Rs.**
 =====
 We say received

- 1.
- 2.

Promoter

LIST OF ANNEXURES

ANNEXURE – A

ANNEXURE – B

ANNEXURE – C

ANNEXURE – D

ANNEXURE – E

ANNEXURE – F

ANNEXURE – G

ANNEXURE – H