

AGREEMENT FOR SALE

THIS AGREEMENT made and entered into at Mumbai, this ____ day of _____ 20____ **BETWEEN M/S. VORA ASSOCIATES** a firm registered under the Indian Partnership Act, 1932 having their office at A/13, Dattani Towers, Kora Kendra, S. V. Road, Borivli (West), Mumbai 400 092 hereinafter called **“THE DEVELOPERS”** (which expression shall unless the same be repugnant to the context or meaning thereof be deemed to mean and include their partners for the time being their successor or successors their survivor or survivors and heirs executors, and administrators of last such survivor and assigns) of the One Part

AND _____ of Mumbai,
 Indian Inhabitant having address at
 _____ hereinafter called **“THE
 PURCHASER /S”** (which expression shall unless the same be repugnant
 to the context or meaning thereof be deemed to mean and include in the
 case of individuals, his/her/their respective heirs, executors,
 administrators and in the case of a firm, their partners for the time
 being, their successor or successors, their survivor or survivors and
 heirs, executors and administrators of last of such survivor and in the
 case of a company its successor or successors) of the Other Part;

W H E R E A S:

(i) By a Deed of Conveyance dated 18th May, 1948 and made between Mrs. Natal Louis Mingel Patel and Mr. Jav Manu Borgi of the one part and Mr. Sebastian Placido Gonsalves and Mrs. Maria (Mary) Sebastian Gonsalves of the other part registered with the Sub-Registrar of Assurances at Mumbai under Serial No.BOM/2073 on 24th May, 1948 the said Mrs. Natal Louis Mingel Patel and Mr. Jav Manu Borgi did sell, transfer and convey to the said Mr. Sebastian Placido Gonsalves and Mrs. Maria Sebastian Gonsalves the properties situate at Village Mandpeshwar, in the then Taluka Andheri and now in Taluka Borivali in Mumbai Suburban District bearing Survey No.13, Hissa No.17, admeasuring 1 Acre 4.25 gunthas and Survey No.13 Hissa No.25 and at present N. A. No.2 admeasuring 20 gunthas and aggregating to 1 Acre 24.25 gunthas i.e. 7774.25 square yards equivalent to 6500 square meters or thereabouts as per the said Deed of Conveyance (hereinafter referred to as “the said First larger property”),

(ii) By a Deed of Conveyance dated 11th July, 1957 and made between Mr. Damodar Yeshwant Desai of the one part and the said Mr. Sebastian Placido Gonsalves of the other part registered with the Sub-Registrar of Assurance at Bandra, under Serial No.BHD/1077 of

1957 on 12th July, 1957 the said Mr. Damodar Yeshwant Desai did sell transfer and convey to the said Mr. Sebastian Placido Gonsalves the property situate at Village Mandpeshwar, in the then Taluka Andheri and now in Taluka Borivali in Mumbai Suburban District bearing Survey No.15 Hissa No.1 (part) admeasuring 726 square yards equivalent to 606 square meters or thereabouts (hereinafter referred to as “the said second property”),

(iii) The said Sebastian Gonsalves died intestate at Mumbai on 17th May, 1963 leaving behind him his widow Mrs. Maria Gonsalves, his children, Hospicio Manual Gonsalves, Mrs. Betty Mendonca, Theo Gonsalves, Percy Gonsalves and Juliet Gonsalves as his only legal heirs and representatives according to the provisions of the Indian Succession Act, 1925 by which he was governed at the time of his death,

(iv) The said Theo Gonsalves died intestate at Mumbai on 24th February, 1974 leaving behind him surviving Mrs. Synora Theo Gonsalves, Giselle Theo Gonsalves, Nyail Theo Gonsalves, Daniel Theo Gonsalves and Ms. Nigel Theo Gonsalves as his only legal heirs and representatives according to the provisions of the Indian Succession Act, 1925 by which he was governed at the time of his death,

(v) The said Juliet Sebastian Gonsalves, a spinster died intestate at Mumbai on 1st April, 1975 leaving behind her mother Mrs. Maria Gonsalves, her brothers, the said Hospicio and Percy, her sister Mrs. Betty Mendonca and the widow and children of her predeceased brother Theo viz. Mrs. Synora Theo Gonsalves, Giselle Theo Gonsalves, Nyail Theo Gonsalves, Daniel Theo Gonsalves and Nigel Theo Gonsalves as her only legal heirs and representatives according to the provisions of Indian Succession Act, 1925 by which she was governed at the time of her death.

(vi) The said Percy Gonsalves died intestate at Mumbai on 13th June, 1980 leaving behind him surviving his widow Mrs. Mary Percy Gonsalves and his children Nirmala Annie Gonsalves, Sanjay Percy Gonsalves and Anil Tyrone Gonsalves as his only legal heirs and representatives according to the provisions of Indian Succession Act, 1925 by which he was governed at the time of his death.

(vii) By and under an Agreement dated 25th June, 1980 the said Maria (Mary) Sebastian Gonsalves, Hospicio Manuel Gonsalves, Mrs. Betty Mendonca, Mrs. Synora Gonsalves, Giselle Gonsalves, Naile Gonsalves, Daniel Gonsalves, Nigel Gonsalves (Nos. 5, 6, 7 and 8 then being minors under the age of 18 years through their mother and natural guardian Mrs. Synora Gonsalves) Mrs. Mary Gonsalves, Nirmala Gonsalves, Sanjay Gonsalves and Anil Gonsalves (Nos. 10, 11 and 12 then being minors under the age of 18 years through their mother and natural guardian Mrs. Mary Gonsalves) agreed to sell her right title and interest in the said properties bearing Survey No.13, Hissa No.17 (part) and Hissa No.25 (part) then corresponding to C.T.S. No.83 and 83 1 to 17 admeasuring 2734.4 sq. mtrs., or thereabout and more particularly described Firstly in the Schedule hereunder written and property bearing Survey No.15 Hissa No.1 (part) then corresponding to C.T.S. No. 84-A admeasuring 606 sq. mtrs., or thereabout and more particularly described Secondly in the Schedule hereunder written both forming part of the said first larger property to M/s. H. L. Builders on the terms and conditions therein contained,

(viii) Some disputes and differences arose between the said Mrs. Maria Sabastian Gonsalves and others heirs of the said Mr. Sabastian Gonsalves on the one part and the said M/s. H. L. Builders on the other part and therefore the said M/s. H. L. Builders filed a Suit in the High Court of Judicature at Bombay being O.O.C.J. Suit No.1401 of 1982 for specific performance of the said agreement.

(ix) The said Mrs. Maria (Mary) Sebastian Gonsalves died on 17th July, 1988 leaving behind her sons the said Hospico and Percy, her daughter Mrs. Betty Mendonca and the widow and children of her predeceased son Theo viz. Mrs. Synora Theo Gonsalves, Giselle Theo Gonsalves, Nyail Theo Gonsalves, Daniel Theo Gonsalves and Nigel Theo Gonsalves as her only legal heirs and representatives according to the provisions of Indian Succession Act, 1925 by which she was governed at the time of her death.

(x) The said Hospicio Manual Gonsalves, a widower died intestate on 4th July, 1989 leaving behind him surviving his children Rex Gonsalves, Glenda Singh, Alien Gonsalves, Clarence Gonsalves and Odette Gonsalves, as his only heirs and legal representatives according to the provisions of Indian Succession Act, 1925 by which he was governed at the time of his death.

(xi) By an Agreement dated 27th August, 1993, the said M/s. H. L. Builders agreed to convey, transfer and assign all their beneficial rights, title and interest in the said property described Firstly and secondly in the Schedule hereunder written to the Developers at or for the consideration and on the terms and conditions mentioned therein.

(xii) The appropriate authority appointed under the Income Tax Act, 1961, by an Order dated 27th October, 1993 granted its permission for sale of the said property and rights by M/s. H. L. Builders to the Developers.

(xiii) By an Agreement dated 9th November, 1993 and made between Rex Gonsalves, Glenda Singh, Alien Gonsalves, Clarence Gonsalves, Odette Gonsalves, Mrs. Betty Mendonca, Mrs. Synora Theo Gonsalves, Giselle Theo Gonsalves, Nyail Theo Gonsalves, Daniel Theo Gonsalves, Nigel Theo Gonsalves, Mrs. Mary Percy Gonsalves, Nirmala Anne Gonsalves, Sanjay Perciyal Gonsalves and Anil Tyrone as the owners of the property of the one

part and the Developers herein as the Purchaser therein of the other part, the said Owners also agreed to sell the said property described in the Firstly and Secondly in Schedule hereunder written to the Developers at or for the price and on the terms and conditions mentioned therein.

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(xiv) The appropriate authority by an Order dated 28th January, 1994 granted its permission for sale of the said property by the Owners to the Developers.

(xv) The Developers were brought on records of the said High Court Suit No.1401 of 1982 as the 2nd Plaintiff.

(xvi) By and under a Consent Decree dated 26th July, 1994 passed in the High Court of Judicature at Bombay (O.O.C.J.) Suit No.1401 of 1982 the said Rex Gonsalves, Glenda Singh, Alien Gonsalves, Clarence Gonsalves, Odette Gonsalves, Mrs. Betty Mendonca, Mrs. Synora Theo Gonsalves, Giselle Theo Gonsalves, Nyail Theo Gonsalves, Danielle Theo Gonsalves, Nigel Theo Gonsalves, Mrs. Mary Percy Gonsalves, Nirmala Anne Gonsalves, Sanjay Perciyal Gonsalves and Anil Tyrone have jointly and severally agreed to execute the Deed of Conveyance and take all effective steps to register such Deed of Conveyance for consideration on the terms and conditions therein contained. The said Consent Decree is now registered with the Sub-Registrar of Assurance at Borivli-5, Mumbai under Serial No.BVL-5/8900 of 2012,

(xvii) The Developers have constructed a building on a portion of the said property and have sold the flats and shops therein on ownership basis and have entered into agreements for sale of the flats and shops therein on ownership basis with the respective purchasers thereof and the said purchasers have formed and incorporated a co-operative society known as Leela Cliff Co-operative Housing Society Ltd., and as per the said agreements the Developers

have agreed to convey the said building to the said Society, upon completion of the entire development potential of the said property.

(xviii) By and under a Memorandum of Understanding dated 19th December 2006 almost all the members of the said Society gave consent to the Developers to complete the entire development potential under the layout scheme by either construction of additional floors on the existing Building or construction of a separate adjoining wing on the said property described in the First & Second schedule hereunder written or on any part thereof. As agreed, the Developers obtained Occupation Certificate in respect of the said building Leela Cliff. However, some disputes and differences arose between the said Society and the Developers and therefore the Developers have filed a suit for specific performance of the said Agreement in the High Court of Judicature at Bombay (O.O.C.J.) bearing Suit No.1708 of 2011. The Developers have also taken out notice of motion bearing no 2198 of 2011 in the said suit which was made absolute by the Hon'ble High court by its order dated 18.2.2014 whereby the said Society and its members were restrained from obstructing in any manner the ongoing construction work of the new wing. The said Society had filed appeal (L) no 164 of 2014 before the division bench of the High court challenging the said order dated 18.2.2014 passed in the said Notice of Motion. The said Appeal however was withdrawn by the Society on 26.3.2014. In retaliation of the said suit filed by the Developers at High Court, Bombay, the said Society had filed a suit against Brihanmumbai Municipal Corporation and the Developers inter alia for cancellation of the permissions and for other reliefs in the Bombay City Civil Court at Dindoshi bearing Suit No.1773 of 2012. The said suit was also withdrawn by the said society on 9.5.2014. The said Society had also filed application bearing no 64 of 2013 before Deputy District Registrar ,Co-operative societies for grant of deem conveyance in respect of the said property. However, after pleadings and final

arguments of both the parties the said application came to be rejected by the registrar vide his order dated 13th December, 2013.

(xix) By and under a Deed of Conveyance dated 20th October, 1945 Mr. Jaferbhai Karimbhai Janno and Mr. Abdul Hussein Karimbhai Janno sold the property bearing Survey No. 15 Hissa No.2 corresponding to old C. T. S. No. 157 admeasuring 1 Acre 19 Gunthas equivalent to 5968.91 square mtrs or thereabout of Village Mandapeshwar, in the then Taluka Andheri and now in Taluka Borivali in the Mumbai Suburban District (hereinafter referred to as “the larger property”) to Mr. Rock Silvester Misquitta and Mr. Domnic John Pereira deemed to be in ratio of 50% each on the terms, conditions and covenants therein contained,

(xx) In the events that have happened;

(a) Jewell Roney alias Ronnie Pereira, Mr. Alexander William Pereira, Bertha alias Basta Robert Gurson, Sabina Andrew James Pereira, Maxson Andrew James Pereira, Lyndon Andrew James Pereira, Sydney William Pereira, Jacklene alias D’sa and Sybil Mattos nee Sybil Violet Pereira became entitled to 12.50% undivided share, right, title and interest in a portion of the said larger property admeasuring 608 square mtrs., or thereabouts now corresponding to C.T.S. No. 84-B/1 and 84-B/2 the property described in the Schedule hereunder written (hereinafter referred to as “the said property”) as the heirs in the branch of Mr. William Pereira the son of Mr. Domnic Pereira,

(b) Mrs. Marie N. Pereira, Mr. Phillip Pereira, Mr. Peter Raymond Pereira, Mrs. Nathaline Gomes and Mrs. Cycilia D’Costa, became entitled to 12.50% undivided share, right, title and interest in the said property as the heirs in the branch of Mr. Raymond Pereira, the son of Mr. Domnic Pereira,

(c) Mr. Allan Pereira, Mr. Bruno Pereira, Mrs. Elizabeth Joaquim Pereira, Mr. Gordon Joaquim Pereira, Mr. Godfrey Joaquim Pereira, Ms. Greta Joaquim Pereira, Mrs. Monica Patel, Mrs. Irene Burges, Mrs. Ellen Colaso, Mr. Rudolph Pereira, Mr. Lucas Pereira and Mrs. Virgin Rodrigues became entitled to 12.50% undivided share, right, title and interest in the said property as the heirs in the branch of Mr. Gregory Pereira, the son of Mr. Domnic Pereira,

(d) Mrs. Philomina Thomas Pereira, Mr. Cyril Pereira, Mr. Quinton Pereira, Mr. Trevor Pereira and Mrs. Catherine Correa became entitled to 12.50% undivided share, right, title and interest in the said property as the heirs in the branch of Mr. Thomas Pereira, the son of Mr. Domnic Pereira and

(e) Mr. Raymond Rock Misquitta, Mrs. Lorna Peter Kinny, Mr. Sabino John Pereira, Mr. Alexander Sabino Pereira, Ms. Bonita Sabino Pereira and Mrs. Clotilda Clyde Gonsalves became entitled to 50% undivided share, right, title and interest in the said property as the heirs in the branch of Mr. Rock Silvester Misquitta.

(xxi) By and under a Deed of Conveyance dated 22nd March, 2012 registered with the Sub-Registrar of Assurance at Borivali -5 under Serial No.BDR-11/2318 of 2012, the said Jewell Roney alias Ronnie Pereira, Mr. Alexander William Pereira, Bertha alias Basta Robert Gurson, Sabina Andrew James Pereira, Maxson Andrew James Pereira, Lyndon Andrew James Pereira, Sydney William Pereira, Jacklene alias D'sa and Sybil Mattos nee Sybil Violet Pereira the heirs in the branch of Mr. William Pereira the son of Mr. Domnic Pereira have conveyed their 12.50% undivided share, right, title and interest in a portion of the said larger property admeasuring 608 square mtrs., or thereabouts now corresponding to C.T.S. No. 84-B/1 and 84-B/2 more particularly described in the Schedule hereunder written forming part of the said larger property (hereinafter referred to as "the said property") to the Developers on the terms, conditions and covenants therein contained,

(xxii) By and under a Deed of Conveyance dated 9th May, 2012 and registered with the Sub-Registrar of Assurance at Borivali -5, Mumbai under Serial No.BDR-11/3872 of 2012, Mrs. Marie N. Pereira, Mr. Phillip Pereira, Mr. Peter Raymond Pereira, Mrs. Nathaline Gomes and Mrs. Cycilia D'Costa, the heirs in the branch of Mr. Raymond Pereira, the son of Mr. Domnic Pereira have conveyed their 12.50% undivided share, right, title and interest in the said property more particularly described in the Schedule hereunder written to the Developers on the terms, conditions and covenants therein contained,

(xxiii) By and under a Deed of Conveyance dated 20th, July, 2012 and registered with the Sub-Registrar of Assurance at Borivali-5, Mumbai under Serial No.BDR-11/7193 of 2012, Mr. Allan Pereira, Mr. Bruno Pereira, Mrs. Elizabeth Joaquim Pereira, Mr. Gordon Joaquim Pereira, Mr. Godfrey Joaquim Pereira, Ms. Greta Joaquim Pereira, Mrs. Monica Patel, Mrs. Irene Burges, Mrs. Ellen Colaso, Mr. Rudolph Pereira, Mr. Lucas Pereira and Mrs. Virgin Rodrigues the heirs in the branch of Mr. Gregory Pereira, the son of Mr. Domnic Pereira have conveyed their 12.50% undivided share, right, title and interest in the said property more particularly described in the Second Schedule hereunder written to the Developers on the terms, conditions and covenants therein contained,

(xxiv) By and under a Deed of Conveyance dated 27th July, 2012 and registered with the Sub-Registrar of Assurance at Borivali -5 under Serial No.BDR-11/6357 of 2012, Mrs. Philomina Thomas Pereira, Mr. Cyril Pereira, Mr. Quinton Pereira, Mr. Trevor Pereira and Mrs. Catherine Correa the heirs in the branch of Mr. Thomas Pereira, the son of Mr. Domnic Pereira have conveyed their 12.50% undivided share, right, title and interest in the said property more particularly described in the Second Schedule hereunder written to the Developers on the terms, conditions and covenants therein contained.

(xxv) By and under a Deed of Conveyance dated 14th May, 2012 registered with the Sub-Registrar of Assurance at Borivali -5 under Serial No.BDR-11/3991 of 2012, the said Mr. Raymond Rock Misquitta, Mrs. Lorna Peter Kinny, Mr. Sabino John Pereira, Mr. Alexander Sabino Pereira, Ms. Bonita Sabino Pereira and Mrs. Clotilda Clyde Gonsalves the heirs in the branch of Mr. Rock Silvester Misquitta have conveyed their 50% undivided share, right, title and interest in the said property described in the Schedule hereunder written to the Developers on the terms, conditions and covenants therein contained,

(xxvi) By an order dated the 15th September, 1995, bearing No. C/Desk VII/NAP /Amal /Sub-Divi./ SR-2425 the Collector of Mumbai Suburban District has granted a permission for amalgamation and sub-division of the First property and by and order dated 15th September, 1995 bearing No. C/Desk VII/NAP/Amal-/Sub-Divi./SR-2426 for sub-division of the Second property and allotted new City Survey Nos. 83-A, 83-B and 83-C to the First property and New C.T.S. No. 84-B/1 and 84-B/2 to the Second property,

(xxvii) The Developers have evolved a scheme and intend to construct a multi storyed building/s on the said property more particularly described in the First & Second Schedule hereunder written to be known as "ACROPOLIS" by consuming the balance Floor Space Index (FSI) of the said property, available after the construction of the existing "Leela Cliff" building and the FSI available either by acquiring Transferable Development Rights (TDR) or by handing over of reservations of the same layout. The Developers have also proposed the use of FSI available by way of Fungible FSI, 0.33 FSI etc. The developers also proposed to make use of any such further and other FSI, TDR, Development potential available due to road widening or set back or reservations or by any other means or ways or for any other reasons whatsoever or due to any change and/or

modification, alteration of the existing D.C.Regulation and/or any other policy of the Government of Maharashtra whatsoever;

(xxviii) The Developers have appointed Mr. H.A.Mehta as architect, and M/s. Gokani Consultants Pvt.Ltd.as structural engineer for the preparation of the plans and for structural designs and drawings of the building/s and the Developers have accepted the professional supervision of the said Architect and the said Structural Engineer;

(xxix) The Municipal Corporation of Greater Mumbai has sanctioned the plans for construction of a building (wing-B) known as “Acropolis” on the said property and issued an amended plan approval dated 30th November 2012 bearing No. CHE/4395/BP(WS)/AR and while sanctioning the plans laid down the terms, conditions, stipulations in the IOD which are to be observed and performed by the Developers while constructing the said building on the said property as per the said sanctioned plans,

(xxx) The Developers alone have the sole and exclusive right to develop the said property and to sell the premises in the said building being constructed by the Developers on the said property or any part thereof and to enter into agreements with the purchasers of the premises and to receive the sale price in respect thereof and appropriate the same to themselves;

(xxxi) The Purchaser/s is/have approached the Developers to purchase a Shop/ Flat bearing No._____of the _____of the said building which is being constructed by the Developers on the said property (hereinafter referred to as “the said flat/shop”);

(xxxii)The Purchaser/s is/are aware that the Developers are entering into similar agreements with several other purchasers in respect of other premises in the said building containing similar terms and conditions save and except the sale price which may be mutually agreed upon between the Developers and such Purchasers;

(xxxiii) The Purchaser/s has/have demanded from the Developers and the Developers have given Xerox copies of the documents and also given inspection to the Purchaser/s of all the documents of title relating to the said property, various orders and the plans, designs and specifications prepared by the Developers' Architects and all such other documents as are specified and/or required to be shown to Purchaser/s and the Developers have annexed to this agreement the copies of the extracts, property cards etc.;

(xxxiv) The Purchaser/s shall not be entitled to further investigate the title and rights, powers and authorities of the Developers and no requisitions or objections shall be raised on any matter relating thereto howsoever in connection therewith or the plans and specifications of the shop/flat agreed to be purchased by the Purchaser/s. The copies of two Reports on Title issued by M/s. S. Pathak & Co., Advocates & Solicitors are annexed hereto and marked as Annexure "A",

(xxxv) The Developers have accordingly commenced construction of the said building in accordance with the sanctioned plans of Municipal Corporation of Greater Mumbai;

(xxxvi) Relying upon the said application, declaration and agreement, the Developers agreed to sell to the Purchaser/s the said flat/shop at the price and on the terms and conditions hereinafter appearing;

(xxxvii) Under the Real Estate (Regulation and Development) Act, 2016 (for short "the Act") and the Rules framed thereunder by the Government of Maharashtra (for short "the Rules") the Developers are required to execute a written agreement for Sale of said premises with the Purchaser/s, being in fact these presents and also to register the said agreement under the Indian Registration Act.

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

1. The Developers shall construct or cause to be constructed the said building consisting of ground and such other upper floors as may be sanctioned from time to time on the said property described in the First & Second Schedules hereunder written by amalgamating the said properties and consuming, exploiting, utilizing and taking advantage of the F.S.I. and/or Balance F.S.I of the said properties and by exploiting, consuming, utilizing and taking advantage of any additional FSI that may be available which is at present 0.33 Premium F.S.I, 35% Fungible F.S.I and also by exploiting, consuming, utilizing and taking advantage of the FSI by way of Transferable Development Rights (TDR) or the FSI in any other form as per the Development Control Regulation for Greater Bombay, 1991 and/or any amendment thereto or any re-enactment thereof and/or any other law or rules or notifications under any law by putting up construction on the said properties in accordance with the tentative plans, designs, specifications already sanctioned and/or that may be sanctioned by the concerned authorities with such changes, variations, modifications, additions, redesigning and realignment thereof as the Developers may consider necessary or as may be required by the concerned authorities.
2. The Purchaser/s do/doth hereby agree to purchase from the Developers and the Developers do hereby agree to sell to the Purchaser/s the Shop / Flat No _____admeasuring _____ square feet Carpet area (carpet area with internal columns and walls means the net useable floor area of the said flat excluding the area covered by the external walls, area under service shafts, excluding balcony area, veranda area and exclusive open terrace area but includes the area covered by the internal partition walls of the said flat) on the _____ floor of the said proposed building to be known as

“ACROPOLIS” as shown marked in hatched lines in red colour in the floor plan thereof hereto annexed as Annexure “B” (hereinafter referred to as “the shop/flat”) along with one car parking at or for the price of Rs._____/-(Rupees _____Only) including the proportionate price of the common areas and facilities appurtenant to the said premises.

3. The nature extent and description of common areas and facilities and the fixtures, fittings and amenities to be provided by the Developers in the said building and the shop and flats are those that are set out in Annexure “C” hereto.

4. In view of the provisions of the said Act and the Rules framed thereunder, the Developers are required to set apart and deposit in a separate designated bank account part of the sale proceeds/consideration which the Developers will receive from time to time from the various Purchasers of the premises in the said Building and further follow the mechanism of utilization of such amount or amounts as per the rules prescribed in the said Act.

5. The Purchaser/s do/doth hereby irrevocably and expressly consent to the Developers making any change and/or variations and/or modifications and/or amendment in the said plans which are already sanctioned and/or that may be sanctioned from time to time by way of shifting and/or relocation of the Recreational Ground, Parking Tower, Substation, U.G.Tank etc. The Purchasers further irrevocably consent to the Developers making any addition of floors to the existing Building "Leela Cliff" and/or "ACROPOLIS" by way of loading of any further FSI that may be available due to any change in the policy of the BMC and/or the governing approval authority, Government and/or due to the amalgamation of any adjoining property/s PROVIDED however, such changes or amendments or

variations or modifications shall not adversely affect the Shop/Flat agreed to be purchased by the Purchaser/s. The purchasers hereby confirm, declare and state that this shall be treated as their irrevocable and specific consent for making amendments as above, and a separate NOC of the purchasers shall not be required to be obtained.

6. The Purchaser/s hereby agree/s to pay to the Developers the said aggregate purchase price of Rs._____/ - (Rupees _____Only) in the following manner;

(a) Rs._____ / - (Rupees _____Only) paid on or before execution hereof as earnest money or deposit,

(b) Rs._____/ -(Rupees _____Only) within 30 days of execution of this agreement.

7.The Purchasers hereby confirm and declare that Developers have informed him that earlier the project had been mortgaged to Tata Capital Housing Finance Limited (TCHFL) and the sale was subject to the terms of the conditional no objection (NOC) issued by TCHFL. However the said mortgage was released by repayment of loan /finance to the said TCHFL by the Developers with interest.

8. The time for payment of the aforesaid amounts shall be the essence of the contract. In respect of the payment of each installment/s the Developers will pass separate receipts and such receipts alone shall be treated as the evidence of such payment.

9. The purchase price mentioned hereinabove is on lump sum basis. The Purchaser/s shall not be entitled at any time to make or raise any dispute relating the said purchase price or correlate such dispute with the aggregate area of the premises as mentioned in the plan hereto annexed as the aggregate area mentioned herein is to provide basis for determining the proportionate distribution amongst various premises holders of any taxes, maintenance charges,

expenses or deposits levied or to be levied/incurred or to be incurred on the whole building and land as one unit.

10. It is hereby expressly agreed between the parties hereto that the aforesaid price is based on and/or calculated with reference to the present ruling market price of the building materials and the amenities as also upon rates of wages and other emoluments and expenses and that if there is more than 5% increase in the market price of the said materials and/or other expenses as aforesaid which may be due to over all inflation or due to any other reason whatsoever, the Developers shall be entitled to raise and/or escalation in the price keeping in view the extent of the increases as the Developers may in their absolute discretion, deem fit and the Purchaser/s do/doth hereby irrevocably consent to such raise/escalation by the Developers. It is further agreed that in such event this agreement shall be read and construed as if the said increased and/or escalated price was originally mentioned herein and the same shall be paid to the Developers in equal installments with the remaining instalment/s or against the possession as the Developers may demand and/or direct.

11 In view of application of the said Act and the Rules framed thereunder, it has been agreed by the Purchaser that in the event of delay in payment of the balance consideration and other amounts payable under these presents, within the time as stipulated, the Purchaser shall pay interest @ 2% above the prime lending rate of State Bank of India which may be prevalent on the date on which the amount becomes due. However under no circumstances such delay shall be more than 90 days from due date.

12. If the Purchaser/s shall commit default in making payment within a period mentioned in clause no 11 herein above of any amount due and payable by the Purchaser/s to the Developers under this Agreement (including his/her/their proportionate share of taxes levied by concerned

local authority and other outgoings) and/or if the Purchaser/s shall commit breach of any of the terms and conditions herein contained, the Developers shall be entitled at their own option to terminate this Agreement subject to provision of the said Act and the rules framed thereunder PROVIDED ALWAYS that the power of termination contained herein shall not be exercised by the Developers unless and until the Developers shall have given to the Purchaser/s fifteen days prior notice in writing of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is 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 giving of such notice Provided that, Promoter shall give notice of fifteen days in writing to the Purchasers, by Registered Post AD at the address provided by the Purchasers and mail at e-mail address provided by the Purchasers, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchasers fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, the Agreement shall stand terminated without any further intimation to the Allottees/Purchasers.

Provided further that upon termination of this Agreement as aforesaid, the Developer shall refund to the Purchasers (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the sale consideration of the premises/flats which may till then have been paid by the Purchasers to the Developer. Return of the aforesaid amount by cheque or such other mode, shall be full discharge of the obligations of the Developer under the applicable laws/Rules made thereunder, notwithstanding the Purchasers/his/her/their banker accept/encash such cheque or other form of payment. The Developer shall then be entitled to deal with the premises in favour of their Intending Purchaser without recourse to the Purchasers herein.

13. The Developers hereby agree to observe, perform and comply with all the terms, conditions 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 shop/flat to the Purchaser/s, obtain from the concerned local authority occupation certificate in respect of the said Flat /shop.

14. The Developers shall be entitled to the benefit of residue and/or additional floor space index in respect of the said plot that may be available from the Municipality or any other authority for any reason and that if it shall become possible or permissible to put up additions to the structures etc., by reason of increase in the ratio of the F.S.I. and/or by reason of availability of Transferable Development Rights (T.D.R.) or amalgamation with any other adjoining plot or for any reason whatsoever the Developers shall be at liberty and entitled to consume utilize exploit and take advantage of such residuary and/or additional F.S.I. by putting up any number of additional floors over and above the existing "Leela Cliff" and/or additional floors over and above the proposed building "ACROPOLIS" and/or by constructing any other building in any portion the said property and dispose of the shops and flats and other premises in such additional structures and the Purchaser/s shall have no rights, title or interest in respect thereof or any part thereof and shall not object to the same on any ground whatsoever. The Purchaser/s shall not be entitled to any rebate and/or concession in the price of her/his/their shop on account of the construction of the additional shops and flats etc. in the said building and/or on account of the construction of any other building and/or the changes, alterations and additions that may be made in such building or buildings and/or the plans thereof. It is agreed that the rights to utilize the

F.S.I. as aforesaid once accrued to the Developers shall not get extinguished or be taken away by reason of any subsequent changes in law or for any other reasons whatsoever.

15. The Developers shall be entitled to relocate and/or shift the Recreation Ground (R.G.) and/or car parking spaces and/or Substation and/or U.G Water Tank on the said property or any part thereof and the Purchaser/s do/doth hereby consent and give his/her/their No objection for the same. The Purchaser hereby confirms the aforesaid right of the Developers and hereby give irrevocable consent to do and perform various acts, deeds, things and matters including to apply for and obtain further and other permissions, approvals, orders, sanctions, amendments, modifications in the sanctioned Layout due to the above changes.

16. The Purchaser/s is/are aware that as per the Development Control Regulations for Greater Bombay, 1991 the Developers are entitled to construct the said building even though there is deficiency in open spaces in respect of the said building and the Purchaser/s shall not be entitled to take any objection as regards such deficiency in open spaces in respect of the building proposed to be constructed on the said property and hereby consent to the deficient open space available.

17. The Developers shall be entitled to construct parking tower and/or stack parking spaces and exploit, consume and utilize the FSI in respect thereof by putting up any construction on the said building and/or any part of the said property.

18. The possession of the said Flat / shop is ready for fitouts and the same shall be offered for fitouts to the Purchaser/s upon full payments under this agreement being made by the Purchaser to the Developer. The Developer shall complete the installation of car parking tower and stack parking work in the said layout and obtain the Occupation Certificate for the Acropolis Building from the

Municipal Corporation of Greater Mumbai before 31st December 2020.

19. The Purchaser/s shall take possession of the said Flat / shop within Seven days of the Developers giving written notice to the Purchaser/s intimating that the said Flat /shop is ready for use and occupation. Under no circumstances possession of the said Flat /shop shall be given by the Developers to the Purchaser/s unless and until all payments required to be made under the agreement by the Purchaser/s shall have been made to the Developers.

20. The agreement is not intended to be or is an agreement to sell an immovable property or conveyance within the meaning of the Transfer of Property Act, and no interest in the said property is intended to be transferred to or vested in the Purchaser/s.

21. The Purchaser/s hereby expressly agree/s and covenant/s with the Developers that in the event of all the floors of the said proposed buildings on the said property and/or all the buildings on the said property being not ready for occupation simultaneously and in the event of the Developers offering licence to enter upon the said shop/flat to the Purchaser/s or handing over possession of the said shop/flat earlier than completion of all the floors of the said building/s on the said property then and in that event, the Purchaser/s shall have no objection to the Developers completing the construction of the balance floors on the said property and the Purchaser/s shall not complain about nuisance that may be caused on account of on going construction work.

22. The Purchaser/s shall not use the said Flat /shop or any part thereof or permit the same to be used for the purpose other than the purpose allowed by the relevant law.

23. The building/s to be constructed on the said property shall always be known with prefix "ACROPOLIS", subject to the approval

of the Registrar, Co-operative Societies, Mumbai and the name of the co-operative Society or limited company or association to be formed shall always bear the same and this shall not be changed without the written permission of the Developers;

24. The Developers shall be, if they so decide, entitled to construct in, over or around or above the terrace of the said building a Restaurant, a Hotel, Guest House, Bar, Conference Room, Public Galleries, Party Rooms, a Shopping Arcade, Marriage Halls, Receptions and/or premises to be used for any purpose (hereafter referred to as "the said additional areas") for themselves or dispose of the same or parts thereof to any person or persons body or bodies corporate, and the buyers of such additional area shall be admitted as members of the said corporate body. The Developers or such buyers or transferees will have unconditional and absolute rights to let out or grant a licence or run the said additional area or part thereof on the basis of royalty or monthly charges and on such terms and conditions as the Developers or such buyers or transferees as the case may be decide and such contracts for letting, lease or licence or royalty or other basis shall be binding on all the Purchaser/s of Units/premises in the said building. The Developers and/or their buyers as aforesaid and transferees and/or their assign and/or their successor-in-title and/or their legal representatives and all persons patronizing and visiting such premises shall at all times have the unobstructed, unconditional and absolute right and licence without any fee, premium or consideration or compensation to use and take advantage of and/or avail of all the access, staircase, lift, elevators, etc. leading to the such premises and other conditional areas. The Developers or their buyers and/or their successor-in-title shall, in respect of such additional area, however, be liable to pay the Municipal taxes as may be assessed and/or leviable to them by the Brihanmumbai Municipal Corporation and other outgoings in respect of the Building in proportion to the area of their premises as compared to the total area of the Building.

25. After the Developers shall have sold all shops/flats and all other premises in the said buildings and after utilizing, consuming and exploiting the entire F.S.I. that may be available in respect of the said plot and after taking benefit of the F.S.I. that may be available to the Developers by way of TDR under the provisions of the Development Control Regulations and/or any other law, the Purchaser/s along with other purchasers of shops and flats and other premises in the building shall join in forming and registering a Society or a limited company to be known by such name as the Purchaser/s may decide and for this purpose also from time to time sign and execute the application for registering and/or membership and other papers and documents necessary for the formation and the registration of a society or a limited company and for becoming a member, including bye-laws of the proposed society and duly fill in, sign and return to the Developers within seven days of the same being forwarded by the Developers to the Purchaser/s so as to enable the Developers to register the organization of the Purchaser/s of tenements in the said building. No objection shall be given by the Purchaser/s if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Associations, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be or any other competent authority.

26. It is agreed and understood that if for any reason, despite the Developer giving intimation to the Purchaser to come forward and register an Organization/Society in terms of the provisions of the said Act and the Rules framed thereunder the Purchasers of the Premises including the Purchaser herein do not come forward and extend co-operation including to sign and submit forms, applications, documents writings, undertakings, etc., then the obligations of the Developers to form such Organization/Society shall stand discharged and the Purchaser either individually or jointly

with the other Purchasers shall not claim any non-compliance of such obligation by the Developers for formation and registration of such Organization/Society. It is further agreed and understood that in the event, if Organization/Society being formed and registered in accordance with the provisions of the said Act and the Rules framed thereunder, the Purchaser individually and jointly with other Purchasers shall extend all necessary co-operation including to grant consent to the Resolution, and sign, execute or cause to be signed and executed all such further and other writings, forms, declarations, etc. as may be required by the Developers for effectual completion of the Project and transfer of the land and the building by executing vesting documents on completion of the Project in all respect.

27. After the Developers shall have completed the entire layout development by way of utilizing the entire FSI potential, the Developers shall transfer or cause to be transferred to the Society or limited company all the rights, title and the interest of the Developers in the said property together with the building/s by obtaining or executing the necessary conveyance of the said property and the said building in favour of such society or as the case may be limited company and Leela Cliff Co-operative Housing Society Ltd., as tenants-in-common with proportionate sharing ratio according to the area of the land beneath the respective buildings. Such conveyance shall be in keeping with the terms and provisions of this agreement. If it is not possible for the Developers to execute one conveyance of the said property in favour of such Society and the said Leela Cliff Co-operative Housing Society Ltd., as tenants in common as aforesaid then in that event the said properties will be conveyed to the said Leela Cliff Co-operative Housing Society Ltd., and either the Developers shall execute or cause the said Leela Cliff Co-operative Housing Society Ltd., to execute the lease of the said plot on which the said building Acropolis will be constructed with liberal terms, conditions and covenants in perpetuity for the lease

rent of Re.1/- per year and on such terms and conditions as may be agreed upon by and between the Developer and the Society of the purchasers of the flats and shops in the said building Acropolis.

28. The Developers shall be entitled to put up and erect any hording sites and/or advertisement sites on parapet wall and/or terrace of the proposed building and put up and erect cellular phone towers on the terrace of the building to be constructed on the said property or any part of the said property and receive income and profit therefrom and appropriate the same to themselves and the Purchaser/s shall not be entitled to ask for any share therein.

29. After the society of the Purchasers of the premises and the said building shall be formed and the conveyance shall be executed in favour of such society, such society shall execute lease hold rights in respect of the terrace of the said proposed building and parapet wall and/or portion of the said property on which such hording sites and/or advertisement sites and/or cellular phone tower shall be fixed, put up or erected in favour of the Developers or their nominee or nominees.

30. The Developers do hereby agree that they shall, before handing over possession of the said flat / shop to the Purchaser/s and in any event before execution of a conveyance of the said property in favour of a corporate body to be formed by the Purchaser/s of shops and flats and other premises in the building to be constructed on the said property (hereinafter referred to as "the Society") make full and true disclosure of the nature of their title in the said property as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said property and shall, as far as practicable, ensure that the said property is free from all encumbrances and that the Developers shall give absolute, clear and marketable title to the said property so as to enable them to convey to the said Society such absolute, clear and marketable title on the execution of a conveyance of the said property.

31 .Commencing a week after notice in writing is given by the Developers to the Purchaser/s that the said Flat / shop is ready for use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the said shop outgoings in respect of the said property and building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, car parking tower maintenance charges, insurance, common lights, repairs and salaries of manager, clerks, bill collector, watchman, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said property and buildings, until the society/limited company is formed and the said property and building/s are transferred to it, the Purchaser/s shall pay to the Developers such proportionate share of outgoings as may be determined by the Developers. The Purchaser/s further agree/s that till the Purchaser/s share is so determined the Purchaser/s shall pay to the Developers provisional monthly contribution as more particularly described under clause no 31 (iii) herein below towards the outgoings. The amounts so paid by the Purchaser/s to the Developers shall not carry any interest and the said amount or the balance thereof shall remain with the Developers until a conveyance is executed in favour of the society or a limited company as aforesaid subject to the provisions of Section 6 of the MOFA. On such conveyance being executed, the aforesaid deposits (less deduction provided under this Agreement) shall be paid over by the Developers to the society or as the case may be the limited company to be formed and incorporated of the Purchasers/allottees of the flats and shops in the said building. The Purchaser/s undertake/s to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

32.The Purchaser/s shall on or before delivery of possession of the said shop/flat keep deposited with the Developers the following amounts;

(i) **Rs. _____/-** towards share money, application entrance fee of the society or limited company,

(ii) **Rs. _____/-** towards expenses for formation and registration of the society or limited company,

(iii) **Rs. _____/-** towards one year deposit for proportionate share of taxes ,other charges and maintenance outgoings.

(iv) **Rs. _____/-** towards one time Electricity and water meter charges.

(v) **Rs. _____/-** towards one time expenses of M.G.L connection approval and deposit charges.

Total Rs. _____ /-

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33. The Purchaser/s shall pay a sum of Rs. _____/- as legal charges for preparing this Agreement.

34.The Developers shall utilize the amount that shall be paid by the Purchaser/s to the Developers in terms of Clause 32 (ii) for meeting all legal costs, charges and expenses including professional costs of the Attorney at-law/ Advocates of the Developers in connection with formation of the said society, or as the case may be limited company, preparing its rules, regulations and bye-laws and the costs of preparing and engrossing the conveyance and the Developers shall not be bound to render any account in respect thereof.

35. The Purchaser/s and/or the Society of the purchasers in the said building shall not be entitled to demand and the Developers

shall not be liable to render any account in respect of the amounts that will be paid by the Purchaser/s to the Developers under clause 32 (ii), (iii), (iv) , (v) and clause 33 above.

36. The Purchaser/s shall also bear and pay any amount or charges as may be levied by the Estate Department of the B.M.C. or by any other officers or department of the B.M.C. or by any other local body as development charges or under any other head from time to time.

37. The Purchaser/s shall also bear and pay sales tax, Value Added Tax (VAT), Goods and Service tax and any other taxes, charges or fees levied by the State and/or Central Government, either w.e.f after the execution of this agreement or with retrospective effect, as the case may be, if any levied on the sale of the said shop/flat.

38. Eight days before lodging the conveyance for registration, the Purchaser/s shall pay to the Developers the Purchaser/s share of stamp duty and registration charges payable, if any, by the said society or limited company on the conveyance or any document or instrument of transfer in respect of the said property and the building to be executed in favour of the society or limited company and the said Leela Cliff Co-operative Housing Society Ltd.,

39. The Purchaser/s himself/herself/themselves with intention to bring all persons into whomsoever hands the said shop/flat any come, doth/do hereby covenant with the Developers as follows;

(a)The Purchasers shall maintain the said Flat/shop at the Purchaser/s own cost in good and tenantable repair and conditions from the date possession of the said flat/shop is taken and shall not do or suffer or to be done or suffered anything in or to the building in which the said shop/flat is situated, staircase or any passages which may be against the rules, regulation or bye-laws of concerned local or any other authority or change/alter or make addition in or to the building in which the said shop/flat is situated and the said shop/flat itself or any part thereof.

(b) To carry at his/her/their own cost all internal repairs to the said shop/flat and maintain the said shop /flat in the same conditions, stage and order in which it was delivered by the Developers to the Purchaser/s and shall not do or cause to be done anything in or to the building in which the said shop /flat is situate or in the said shop/flat which may amount to breach of the rules and/or regulations and/or bye-laws of the concerned local authority and in the event of the Purchaser/s committing any act in contravention of the above provision, Purchaser/s shall be responsible and liable for the consequences thereof to the concerned authority and/or other public authority.

(c) Pay to the Developers within seven days of demand by the Developers, his/her/their share of security deposit demanded by concerned local authority or government for giving water, electricity or any other service connection to the building in which the said shop/flat.

(d) To bear and pay increase in local taxes, water charges estate expenses, 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 Purchaser/s viz. user for any purpose other than the purpose for which the said Flat /shop is agreed to be acquired.

(e) Not to demolish or cause to be demolished the said shop /Flat or any part thereof, not at any time make or cause to be made any addition or alteration or whatever nature in or to the shop /flat or any part thereof nor any alternation in the elevation and outside colour scheme of the building in which the shop is situated and shall keep the sewers, drains pipes in the shop/ flat and appurtenance thereto in good and tenantable repair and condition and in particular, so as to support shelter and protect other parts of the building in which the flat/shop is situated and shall not chisel or in

any manner damage to columns, beams, walls, slabs or RCC structure, pardis or other structural members in the flat/shop without prior written permission of the Developers and/or the society or the limited company.

(f) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land the building in which the flat/shop is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

(g) The Purchaser/s shall not let, sub-let, transfer, assign or part with Purchaser/s interest or benefit of this Agreement or part with the possession of the shop /flat until all his/her/their dues of whatsoever nature owing to the Building are fully paid and only if the Purchaser/s has not been guilty of breach of or non-compliance with any of the terms and conditions of this Agreement and until the he/she/they obtain previous written permission of the Developers.

(h) If the Purchaser/s desire/s to sell or transfer his/her/their interest in the said premises or desires to transfer give the benefit of this Agreement to any one else, and if the Developers agree to give such consent then and in such event simultaneously with the Developers granting to the Purchaser/s the consent as herein contemplated the Purchaser/s shall pay to the Developers such sum of the Developers may in their absolute discretion determined by way of transfer charges and administrative and other costs charges and expenses of the pertaining to the sale. It is clearly understood and agreed that unless such amount is paid to the Developers by the Purchaser/s the Developers shall not be bound or liable to consent to such transfer and that the Developers are not obliged to consent to transfer even if the Purchaser/s is/are willing to pay such charges.

(i) The Purchaser/s shall observe and perform all the rules and regulations which the society or the Limited Company may adopt at

its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the flats/shops etc. therein and for the observance and performance of the Building Rules, Regulations and By-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the society/limited company regarding the occupation and use of the flat/shop in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or outgoing in accordance with the terms of this Agreement and

(j) Till the conveyance of building in which the shop /flat is situated is executed the Developers and their surveyors and agents shall at all reasonable times, be entitled to enter into and upon the said land and building, the said shop /flat or any part thereof with or without workmen and others to view and examine the state and condition thereof.

40. The terrace in front of or adjacent to the terrace flats in the said building, if any, shall belong exclusively to the respective purchasers of the terrace flats and such terraces are intended for the exclusive use of the respective terrace-flat purchasers. The said terrace shall not be enclosed by the Purchaser till the prior permission in writing is obtained from the concerned local authority and from the Promoters or the Society.

41. The power and authority of the Purchaser/s and other purchasers of premises shall be subject to the overall control and authority of the Developers in any of the matters concerning the said buildings the construction and completion thereof and all amenities pertaining to the same and in particular, the Developers shall have absolute authority and control as regards the unsold premises and the disposal thereof and the consideration for which the same shall be disposed off.

42 .The Developers shall not be liable to pay any maintenance charges in respect of the unsold shops and/or flats save and except to pay the proportionate municipal property taxes.

43. The Purchaser/s shall have no claim, save and except in respect of the said shop /flat hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircase, terraces, recreation spaces etc. will remain the property of the Developers until the said property and building are transferred to the Society/limited company as hereinbefore mentioned.

44. Notwithstanding any other provisions of this Agreement the Developers shall be entitled at their sole and absolute discretion:-

(a)to have a society and/or limited company and/or any other body or bodies of Purchasers formed and constituted as contemplate herein,

(b)to cause to be transferred the building together with land beneath the same in favour of such society and/or limited company and/or other association,

(c)to convey/assign and/or transferred such appurtenant land if any, along with the documents of transfer of the building with the land beneath the same,

d) to decide and determine how and in what manner the infrastructure including the common utility areas such as gardens and roads may be transferred and/or conveyed,

(e)to provide for and incorporate covenants exceptions, reservations and obligations with regards to the provision of maintaining the infrastructure and common amenities including garden and roads and

(f) to decide from time to time when and what sort of documents of transfer should be executed.

45. It shall be at the option of the Developers to transfer the said building by any other mode of transfer to the entire body of the Purchaser/s of all the flat which the Developers may in their absolute discretion deem proper.

46. Until such time as the entire project is completed in full in all respects including installation of mechanical car parking tower and stack parkings bearing no outstanding potentiality for further construction and the possession of the building and the said property is delivered to the body of purchasers of flat, shops, units and the property is transferred to such body the Developers shall be entitled to if so, desired by them to control the management of the Building, realization of the outgoings thereof as referred to hereinabove and disbursements of the payments to be made and the Purchaser/s and/or the society shall not have any objection to the aforesaid rights of the Developers.

47. Any delay tolerated or indulgence shown by the Developers in enforcing the terms of this Agreement or any forbearance or going of time to the Purchaser/s by the Developers shall not be construed as a waiver on the part of the Developers of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Developers.

48. All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by Registered Post A.D./Under Certificate of Posting of his/her/their address specified in the title of this Agreement.

49. All costs, charges and expenses of and incidental to this Agreement and all other documents to be executed in pursuance hereof including stamp duty and registration charges and expenses thereto shall be borne and paid by the Purchaser/s alone and the

Developers shall not be liable to contribute any amount towards any such expenses.

50. The Purchaser/s shall lodge this agreement for registering with the Registering Authority at his/her/their own costs and shall within two days after lodging of the same intimate in writing to the Developers about the same giving full details thereof including serial number and date etc. to enable the Developers to admit execution thereof before the Sub-Registrar of Assurance.

51. The Purchaser hereby confirms that in compliance of the requirement under the said Act and the Rules framed thereunder the Developers are entitled to get them registered with the Concerned competent Authority and upload the details of the Project as required under the said Act and the Rules framed thereunder.

52. The confirmation and consent given by the Purchaser in favour of the Developers shall be unconditional and irrevocable and shall deemed to have been given as required under the provisions of the applicable laws including the said Act (RERA) and the Rules framed there under.

53 . PAN of the Developers : **AAAFV1395F**

PAN of the Purchasers : _____

54. This Agreement shall always be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules framed thereunder by the Government of Maharashtra

55. Only the courts in Mumbai shall have jurisdiction to entertain any litigation arising out of this Agreement.

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

THE FIRST SCHEDULE ABOVE REFERRED TO;**FIRSTLY:-**

ALL THOSE pieces or parcels of land situate, lying and being at Village Mandpeshwar, in the then Taluka Andheri and now in Taluka Borivli, Mount Poisor Road bearing Survey No.13, Hissa No.17 (part) and Survey No.13, Hissa No.25 (part) and at present hissa no N. A. No.2 then corresponding to C.S. No. is 83 and 83 (1 to 7) admeasuring in aggregate 2734.4 square meters or thereabout in the Registration District and Sub-District of Mumbai City and Mumbai Suburban.

SECONDLY:-

ALL THAT piece or parcel of land situate, lying and being at Village Mandpeshwar, in the then Taluka Andheri and now in Taluka Borivli, Mount Poisor Road bearing Survey No.15, Hissa No.1 (Part) then corresponding to C.T.S. No. 84-A admeasuring 606 square meters or thereabout in the Registration District or Sub-District of Mumbai City and Mumbai Suburban. And now after amalgamation and sub-division the new C.T.S. Nos. formed out of above mentioned properties described firstly and secondly hereinabove are 83-A , 83-B and 83-C.

THE SECOND SCHEDULE ABOVE REFERRED TO;

ALL THAT pieces or parcels of land/property bearing Survey No.15 Hissa No.2 (part) then corresponding to C.T.S. No.84-B and now after sub division bearing C.T.S. No.84-B/1 and 84-B/2 admeasuring in aggregate 608 square meters or thereabout of Village Mandpeshwar, in the then Taluka Andheri and now in Taluka

Borivali, Mumbai Suburban within the limits of Municipal Corporation of Greater Mumbai and in the Registration District and Sub-District of Mumbai City and Suburban.

SIGNED SEALED AND DELIVERED by)
the within named Developers)
M/S. VORA ASSOCIATES)
Through its Partner Shailesh P.Vora)
in the presence of.)

SIGNED SEALED AND DELIVERED by)
the within named Purchaser/s)
_____)
in the presence of.)
_____)

RECEIVED of and from the withinnamed)

Purchaser/s a sum of Rs._____)

(Rupees _____Only)

being the amount of earnest money or deposit
to be by him/her/them paid to us.

Rs._____ /-

WITNESSES:

WE SAY RECEIVED

DEVELOPERS