

DRAFT

THIS AGREEMENT entered into at Mumbai this ____ day of _____ BETWEEN KALAKRUTI REALTORS PRIVATE LIMITED, a Company incorporated under the provisions of the Companies Act, 1956 having CIN: U99999MH1998PTC113470 and having it's registered office at 8, Parimal, Tilak Mandir Road, Vile Parle (East), Mumbai 400 057 hereinafter referred to as "**THE PROMOTER**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include it's successors and assigns) of the One Part

AND

_____, of _____, Indian Inhabitant/s/ Non Resident Indian/s residing/ having address at _____

OR

_____ LIMITED, a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at _____

OR

_____, a partnership firm having their office at _____ through their partners _____

OR

_____ LLP, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2010 and having is registered office at _____

DRAFT

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 the case of individual/s his/ her/ their heirs, executors, administrators and permitted assigns, in the case of a company or a limited liability partnership its successor and permitted assigns and in the case of a partnership firm the partner or partners for the time being of the said firm, the survivor or survivors of them, the heirs, executors and administrators of the last surviving partners and their his or her permitted assigns) of the Other Part.

WHEREAS

1. The Promoter is the owner of and is seized and possessed of or otherwise well and sufficiently and absolutely entitled to all those pieces or parcels of land bearing Final Plot No. 268 of City Survey Vile Parle (previously Final Plot No. 268 of the Town Planning Scheme Vile Parle No. V (1st Variation) (Final) admeasuring 620.40 square meters and Final Plot No. 269 of the Town Planning Scheme – Vile Parle No. V (1st Variation) (Final) admeasuring 688 square meters) admeasuring 1308.40 square meters situate, lying and being at P.M. Road, Mumbai – 400 057 of Village -Vile Parle (East), Taluka - Andheri, District Mumbai Suburban and within the Registration District and Sub-District of Mumbai City and Mumbai Suburban (hereinafter referred to as “*the said Land*”) and was the owner of the structures standing thereon (hereinafter referred to as “*the Old Structure*”) and which Old Structures have been since demolished as stated hereinafter.

2. The said Land along with the adjoining road area admeasuring 385 square meters (hereinafter referred to as “*the Adjoining Road*”) have been

DRAFT

declared as a Slum Area by the Deputy Collector (Encroachment / Removal) and Competent Authority, Bandra vide Notification No. DC/ ENC/ REM/ Bandra/ T. No. 3A/ WS -105/ SR-21/ 07 dated 26th December 2008 in exercise of the powers conferred on him under the provisions of Section 4 of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971.

3. The Old Structures as well as the structures standing on the Adjoining Road were in the occupation of the slum dwellers/ occupants.

4. More than 70% of the slum dwellers occupying the tenements in the Old Structures as well as the structures standing on the Adjoining Road resolved to form, incorporate and register a co-operative housing society by the name Shree Samarth SRA Co-operative Housing Society (then proposed) with the object of implementing a slum rehabilitation scheme on the said Land in accordance with Development Control Regulation 33(10) read with Annexure IV of the Development Control Regulations for Greater Mumbai, 1991, and, the proposed Society of the slum dwellers by resolution dated 22nd February 2009 of its General Body resolved to appoint the Promoter as the developer for the implementation of the Slum Rehabilitation Scheme of the said Land and the Adjoining Road on the said Land. The above referred Co-operative Housing Society of the slum dwellers viz., Shree Samarth SRA Co-operative Housing Society Limited (hereinafter referred to as "*the Slum Society*") was incorporated and registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 under No. MUM/ SRA/ HSG/ (TC)/ 12036/ 2011 on 1st June 2011.

DRAFT

5. More than 70% of the slum dwellers occupying the tenements in the Old Structures standing on the said Land as well as the structures standing on the Adjoining Road gave their individual consent for the development of the said Land and the implementation of the Slum Rehabilitation Scheme thereon in accordance with the provisions of Development Control Regulation 33(10) read with Appendix IV of the Development Control Regulations for Greater Mumbai, 1991, and, the Promoter entered into Agreements with these slum dwellers for allotment of permanent alternate accommodation premises in the rehabilitation building/s or the rehabilitation component of the building/s to be constructed on the said Land in the implementation of the Slum Rehabilitation Scheme of the said Land and the Adjoining Road.

6. The Deputy Collector (Encroachment and Demolition) and Competent Authority, Bandra issued the lists of the slum dwellers in Annexure – 2 dated 17/06/2010 and 03/04/2014 certifying the slum dwellers eligible for participation in the Slum Rehabilitation Scheme of the said Land and the Adjoining Road proposed to be implemented on the said Land.

7. The Slum Rehabilitation Authority issued its Letter of Intent No. SRA/ ENG/ 2209/ KE/ PL-ML/ LOI dated 19th January 2011 to the Promoter and the said Society (then proposed) for the redevelopment of the said Land and the Adjoining Road and the implementation of the Slum Rehabilitation Scheme of the said Land and the Adjoining Road on the said Land on the terms and conditions therein contained including on the condition of the payment of premium at the rate of 25% in terms of the

DRAFT

Ready Reckoner as per Government Notification No. TPB/ 4308/ 897/ CR-145/ 08/ UD-11 dated 16th April 2008 for the Adjoining Road.

The Promoter has paid premium of Rs.60,34,900/- (Rupees Sixty Lakhs Thirty Four Thousand Nine Hundred) to the Slum Rehabilitation Authority as per the condition in the said Letter of Intent dated 19th January 2011.

8. The plans, designs and specifications of the composite building comprising of two Wings viz., Wing A to be known as "*Suvidha Pearl*" and Wing B to be known as "*Suvidha Samarth*" and a parking tower (Wing A consisting of free sale component premises, Wing B consisting of rehabilitation premises of the eligible slum dwellers and premises for project affected persons and parking tower consisting of stack stilt / mechanised parking for free sale component premises in Wing A) were approved by the Slum Rehabilitation Authority and the Slum Rehabilitation Authority issued its Intimation of Approval No. SRA/ ENG/ 2656/ KE/ PL-ML/ AP dated 26th August 2011, amended Intimation of Approval No. SRA/ ENG/ 2656/ KE/ PL-ML/ AP dated 28th March 2014, amended Intimation of Approval No. SRA/ ENG/ 2656/ KE/ PL-ML/ AP dated 18th November, 2015, amended Intimation of Approval No. SRA/ ENG/ 2656/ KE/ PL-ML/ AP dated 25th July 2017, amended Intimation of Approval No. SRA/ENG/2656/KE/PL-ML/AP dated 5th November 2018 and Commencement Certificate No. SRA/ ENG/ 2656/ KE/ PL-ML/ AP dated 25th October 2013 in respect thereof.

9. As per the sanctioned plans, the composite building (hereinafter referred to as "*the Composite Building*") consists of two Wings viz., Wing A to be known as *Suvidha Pearl* and Wing B to be known as *Suvidha*

DRAFT

Samarth, and, a parking tower. Wing A consists of stilt (for parking) and 13 upper floors containing free sale component residential flats. Wing B consists of ground and 13 upper floors containing rehabilitation premises for eligible slum dwellers and premises for project affected persons. The parking tower consists of stack mechanised parking for free sale component premises.

10. The said Land together with the Composite Building being constructed on the said Land is hereinafter referred to as “*the said Property*” and more particularly described in the First Schedule hereunder written. Copy of the Property Card in respect of the said Land showing the nature of the title of the Promoter to the said Land are hereto annexed and marked **Annexure “1”**. A copy of the Certificate of Title dated 28th July 2017 of Messrs. Abhyankar And Company, Advocates and Solicitors of the Promoter, in respect of the said Land is hereto annexed and marked **Annexure “2”**. Copies each of the Intimation of Approval No. SRA/ ENG/ 2656/ KE/ PL-ML/ AP dated 26th August 2011, amended Intimation of Approval No. SRA/ ENG/ 2656/ KE/ PL-ML/ AP dated 28th March 2014, the amended Intimation of Approval No. SRA/ ENG/ 2656/ KE/ PL-ML/ AP dated 18th November 2015, amended Intimation of Approval No. SRA/ ENG/ 2656/ KE/ PL-ML/ AP dated 25th July 2017 and amended Intimation of Approval No. SRA/ENG/2656/KE/PL-ML/AP dated 5th November 2018 are hereto annexed and marked **Annexure“3 (Colly)”**. A copy of the Commencement Certificate No. SRA/ ENG/ 2656/ KE/ PL-ML/ AP dated 25th October 2013 is hereto annexed and marked **Annexure “4”**. The authenticated copies of the plans and specifications of the Flat agreed to

DRAFT

purchased by the Flat Purchaser/s are hereto annexed and marked ***Annexure “5”***.

11. In pursuance of the aforesaid and after the slum dwellers and occupants of the Old Structures and the structures standing on the Adjoining Road vacated the Old Structures and the structures standing on the Adjoining Road, the Promoter has commenced the redevelopment of the said Land and the Adjoining Road in accordance with the sanctioned Slum Rehabilitation Scheme and the approved plans, designs and specifications by demolishing the Old Structures and the structures standing on the Adjoining Road, and commencing and carrying out the construction of the Composite Building and the construction of the Composite Building is being carried out as per the sanctioned plans.

12. The Promoter has entered into a standard Agreement with *Griha Rachana*, (Architect Tushar Parulekar) registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects and have also appointed M/s. U. D. Chande & Associates, Structural Engineers, as RCC Consultants for the preparation of the structural drawings and the Promoter accepts the professional supervision of the said Architects and Structural Engineers or such other Architect and/or Structural Engineer who may from time to time be appointed in their or his or her place till the completion of the Composite Building.

13. While sanctioning the said plans the concerned local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while redeveloping the said Property and constructing the Composite Building and upon the

DRAFT

observance and performance of which the Completion and Occupation Certificate(s) in respect of the Composite Building will be granted by the concerned local authority.

14. By a Simple Mortgage Deed (Without Possession) dated 30th June 2016 made between the Promoter (therein referred to as Mortgagor No.1) of the First Part, Aarav Construction Private Limited, through its Director Pramesh C. Rambhiya, (therein referred to as Mortgagor No.2) of the Second Part and Axis Bank Limited (therein referred to as the Bank) of the Third Part and registered with the Sub-Registrar, Andheri-1, Mumbai Suburban District, under No. BDR4/ 5897/ 2016 on 30th June 2016, the said Land along with the buildings, structures, fixtures, fittings etc.. erected, standing, attached or affixed to the said Land during the continuance of the security created by the said mortgage, were mortgaged to the Axis Bank Limited as a security for the repayment of the facility given by Axis Bank Limited to the Promoter. The Promoters have repaid the facility given by Axis Bank Limited to the Promoters, and, by a Deed of Release dated 28th January 2019 made between the Promoters on the one hand and Axis Bank Limited of the other part and registered with the Sub – Registrar, Andheri – 2 under No. BDR4/924/2019 on 28th January 2019, the said Land along with the buildings, structures, fixtures, fittings etc.. mortgaged vide the said Simple Mortgage Deed dated 30th June 2016 were released from the mortgage.

By an Indenture of Mortgage dated 14th January 2019 made between the Promoters on the one hand and Kotak Mahindra Investments Limited on the other hand and registered with the Sub- Registrar, Andheri – 2 under No. BDR4/422/2019 on 14th January 2019, the said

DRAFT

Land along with the unsold flats in the said Building, receivables of the sold flats in the said building etc.,were mortgaged to Kotak Mahindra Investments Limited as a security for the repayment of the facility given by Kotak Mahindra Investments Limited to the Promoters.

By another Indenture of Mortgage dated 23rd October, 2020, made between the Promoters on the one hand and Kotak Mahindra Investments Limited, on the other hand, and registered with the Sub- Registrar, Andheri – 6 Mumbai Suburban District, under Serial No. BDR17 /8112/2020, on 23rd October, 2020, the said Land, along with the unsold flats in the said Building, receivables of the sold flats of the said Building, etc.,were mortgaged to Kotak Mahindra Investments Limited, by way of second charge / mortgage, as a security for the repayment of the facilities given by Kotak Mahindra Investments Limited to the Promoters.

Flat No. _____ in Suvidha Pearl, being one of the flats in Suvidha Pearl, which is mortgaged to the Kotak Mahindra Investments Limited, on the application of the Promoters, the Kotak Mahindra Investments Limited has issued its No Objection Certificate dated _____ for the sale of Flat No. _____ in Suvidha Pearl to the Flat Purchaser/s and for mortgage thereof by the Flat Purchaser/s to his/her/their/its bankers.

15. The Purchaser/s had demanded from the Promoter and the Promoter has given inspection to the Purchaser/s of all the documents of title relating to the said Property and the plans, designs and the specifications prepared by the Promoter's Architect/s and the said permissions etc. referred to hereinabove and of such other documents as are specified under the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion, Construction, Sale, Management and

DRAFT

Transfer) Act, 1963 (hereinafter referred to as “MOFA”) and the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “RERA”) and the Rules made thereunder.

16. The Purchaser/s who has/have full notice of the provisions/contents of the said documents and permissions referred to hereinabove applied to the Promoter for allotment of *Flat No. _____ having carpet area of _____ square meters equivalent to _____ square feet and attached balcony having area _____ square feet on the _____ Floor/s in Wing A of the Composite Building known as Suvidha Pearl being constructed by the Promoter on the said Property (hereinafter referred to as “the Flat”) and _____ Car Parking Space/s bearing Nos. _____ in the stack parking in Stilt of Wing A of the Composite Building and bearing Nos. _____ in the Mechanised Parking Tower of the Composite Building hereinafter referred to as “the Parking Space/s”*. The expression “**Carpet Area**” means the net usable area of the Flat excluding the area covered by the external walls, areas under services shafts exclusive balcony appurtenant to the Flat for the exclusive use of the Flat Purchaser/s or Verandah area and exclusive open terrace area appurtenant to the Flat for the exclusive use of the Flat Purchaser/s, but includes the area covered by the internal partition walls of the Flat as defined in Section 2(15) of the Real Estate(Regulation and Development) Act, 2016.

17. Relying upon the said application of the Purchaser/s the Promoter has agreed to sell to the Purchaser/s the said Flat and the Parking Space/s at the price and on the terms and conditions hereinafter appearing.

DRAFT

18. The Promoter has registered the Project under the provisions of RERA with the Real Estate Regulatory Authority at No. P51800008350.

19. Under Section 4 of MOFA and Section 13 of RERA, the Promoter is required to execute written Agreement for Sale of the said Flat to the Purchaser/s being in fact these presents and also register the said Agreement under the Registration Act, 1908.

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

1. The Promoter shall under normal conditions construct the Composite Building consisting of two Wings viz., Wings A to be known as *Suvidha Pearl* consisting of stilt (for parking) and 13 upper floors containing free sale component residential flats and Wing B to be known as *Suvidha Samarth* consisting of ground and 13 upper floors containing rehabilitation premises for eligible slum dwellers and premises for project affected persons, and, a parking tower containing *stack mechanised parking* for free sale component premises, with only such variations and modifications as the Promoter may consider necessary or as may be required by the concerned local authority or the Government to be made in them or any of them. PROVIDED THAT the Promoter shall have to obtain prior consent in writing of the Purchaser/s in respect of variations or modifications which may adversely affect the said Flat of the Purchaser/s except any alteration or addition required by any Government authorities or due to change in law.

The Promoter has informed the Purchaser/s and the Purchaser/s are aware that in the event of the certification by the authorities of any of

DRAFT

the ineligible slum dwellers as eligible for participation in the Slum Rehabilitation Scheme of the said Land and the Adjoining Road being implemented on the said Land and further additional or incentive Floor Space Index becomes available for utilisation or consumption on the said Property due to the same for providing permanent alternate accommodation premises to these slum dwellers and/or for constructing additional free sale component premises, the Promoter shall be entitled to and be at liberty to amend the plans designs and specifications of the Composite Building for these purposes by providing for additional floor/s or additional premises or additional wing/s to or in the Composite Building or any other building or additional buildings or semi-detached building as the Promoter deems fit provided that without obtaining the prior written consent of the Purchaser/s the location, area and dimensions of the Flat are not in any manner changed. The Purchaser/s hereby consent/s to the above and the said consent shall for all purposes be considered as Purchaser's/s' consent so long as the location of the Composite Building is not changed and the location, area and dimensions of the Flat are not in any manner changed. The consent contemplated hereunder shall for all purposes be considered as Purchaser's/s' consent under the provisions of Section 7(1) (i) & (ii) and the other applicable provisions of MOFA and Section 14 (2) (i) and (ii) and other applicable provisions of RERA.

AND FURTHER that if and in case the Promoter may consider necessary to further amend/vary the sanctioned plans or otherwise amendment/variation in the sanctioned plans becomes necessary either because of the Promoter deciding to construct additional floor/s or additional premises or additional wing/s to or in Composite Building or any

DRAFT

other building or additional buildings or semi-detached building as the Promoter deems fit including on account of the Promoter deciding to use the balance Floor Space Index of the said Property or the Adjoining Road or any part thereof or on account of the increase in the Floor Space Index in the locality or additional or incentive Floor Space Index becoming available on account of acquisition of Transferable of Development Rights or otherwise howsoever then and in any such case the Promoter shall be entitled and be at liberty to amend/vary the sanctioned plans and to carry out such construction provided the location of the Composite Building is not changed and without obtaining the prior written consent of the Purchaser/s the location, area and dimensions of the Flat are not in any manner changed. The Purchaser/s hereby consent/s to the above and the said consent shall for all purposes be considered as Purchaser's/s' consent so long as the location of the Composite Building is not changed and without obtaining the prior written consent of the Purchaser/s the location, area and dimensions of the Flat are not in any manner changed. The consent contemplated hereunder shall for all purposes be considered as Purchaser's/s' consent under the provisions of Section 7(1) (i) & (ii) and the other applicable provisions of MOFA and Section 14 (2) (i) and (ii) and other applicable provisions of RERA.

2. The Purchaser/s hereby agree/s to acquire and purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser/s *Flat No._____ having carpet area of _____ square meters equivalent to _____ square feet and attached balcony having area _____ square feet on the _____ Floor/s in the Wing A of the Composite Building known as Suvidha Pearl being constructed by the Promoter on the said*

DRAFT

Property hereinafter referred to as “the Flat” as shown on the floor plans thereof hereto annexed and marked as **Annexure No.”5”** at or for the price or consideration of Rs. _____/- (Rupees _____) including Rs. Nil being the proportionate price of the common areas and facilities appurtenant to the Flat, the nature, extent and description of which common/limited/restricted common areas and facilities, which are more particularly described in the **Second Schedule** hereunder written. and, _____ Car Parking Space/s bearing No/s. _____ in the stack parking in Stilt of Wing A of the Composite Building and bearing No/s. _____ in the Mechanised Parking Tower of the Composite Building being constructed on the said Property (hereinafter referred to as “the Parking Space/s”) for the price or consideration of Rs. _____/- (Rupees _____). The aggregate consideration amount for the Flat including the Parking Space/s is thus Rs. _____/- (Rupees _____).

3. The Purchaser/s hereby agree/s to pay to the Promoter the said amount of purchase price or consideration of Rs. _____/- (Rupees _____) in the following manner:-

(a)	Rs.	As earnest token amount
(b)	Rs.	Paid on or before the execution of these presents as earnest;
(c)	Rs.	On completion of the Tenth Slab of A Wing
(d)	Rs.	On completion of the Thirteenth Slab

DRAFT

		of A Wing
(e)	Rs.	On completion of brick work;
(f)	Rs.	On completion of plaster work;
(g)	Rs.	On installation of doors and windows;
(h)	Rs.	On possession
	Rs.	Total

It is hereby recorded that the Purchaser/s has/have prior to the execution of this Agreement paid to the Promoter a sum of Rs._____/- (Rupees _____) as earnest (the payment and receipt whereof the Promoter hereby admits and acknowledges) and agree/s to make payment of the balance purchase price as stipulated and in the instalments and in the manner stipulated hereinabove, time being of the essence. All payments to be made by the Flat Purchaser/s to the Promoters shall be made in the name of “Kalakruti Realtors Private Limited (Kotak Mahindra Bank Limited A/c. 2413560782)”.

The total price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax and Cess, Goods and Services Tax or any other similar taxes which may be levied in connection with the construction of and carrying out the Project payable by the Promoter) upto the date of handing over the possession of the Flat.

The total price is escalation free, save and except escalations/ increases due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, local bodies/ Government from time to time. The Promoter undertakes and agrees that

DRAFT

while raising a demand on the Purchaser/s for increase in development charges, cost or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/ order/ rule/ regulation published/ issued in that behalf to that effect along with the demand letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments.

The Promoter shall confirm the final carpet area of the Flat after the construction of Wing A of the Composite Building is complete and the Occupation Certificate is granted by the Slum Rehabilitation Authority, by furnishing the details of the changes, if any, in the carpet area, subject to a variation cap of 3%. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then the Promoter shall refund the excess money paid by the Purchaser/s within 45 days with annual interest at the rate specified in the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017, from the date when such an excess amount was paid by the Flat Purchaser/s. If there is any increase in the carpet area allotted to the Purchaser/s, the Promoter shall demand additional amount from the Purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustment shall be made at the same rate per square meter as agreed in Clause 2 of this Agreement.

The Purchaser/s authorise/s the Promoter to adjust/ appropriate all payments made by him/ her/ them under any head (s) of dues against lawful outstanding, if any, in his/her/their name as the Promoter may in its

DRAFT

sole discretion deem fit and Flat Purchaser/s agree/s not to object/ demand/ direct the Promoter to adjust his/ her/ their payments in any manner.

4. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any which may have been imposed by the Slum Rehabilitation Authority at the time of sanctioning the building plans or thereafter and also the hereinbefore recited other permissions, sanctions, approvals etc. and shall before handing over possession of the Flat to the Purchaser/s, obtain from the concerned local authority occupation and/or completion certificate in respect of the building or of the portion of the building in which the Flat is located or of the Flat as the case may be.

Time is of essence for the Promoter as well as the Flat Purchaser/s. The Promoter shall abide by the time schedule for handing over the Flat to the Purchaser/s and the common areas to the Co-operative Societies. Similarly, the Flat Purchaser/s shall make timely payments of the instalment and other dues payable by him/ her/ them and meeting the other obligations under the Agreement subject to the Promoter simultaneously complying with its obligations.

5. The Promoter hereby declares that in view of the fact that the redevelopment of the said Land and the Adjoining Road (both admeasuring in aggregate 1693.40 square meters) is under the provisions of Development Control Regulation 33(10), the FSI in respect of the said Land and the Adjoining Road is 6366.79 square meters and the fungible FSI available for utilisation and consumption on the said Property is 1314.35 square meters as sale fungible FSI and 902.16 square meters

DRAFT

as rehab fungible FSI The Promoter hereby further declares that they are entitled to carry out development and construction on the said Property by utilising the full development potential of the said Property and the Adjoining Road as may be permissible including any additional or further construction on account of certification of the ineligible slum dwellers as eligible and further additional or incentive floor space index becoming available on that count for accommodating such slum dwellers and for free sale component premises. It is hereby agreed that the Purchaser/s has/have agreed to purchase the Flat and the Parking Space/s based on the construction and sale of flats to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to the Promoter only.

In case any part of the FSI of the said Property or the Adjoining Road shall be utilised by the Promoter elsewhere outside the said Property, then the Promoter shall disclose all the particulars in respect of such utilisation of such part of the said FSI by it to the said Society as well as the Co-operative Society to be formed of the purchasers and allottees of the flats and premises in Wing A of the Composite Building at the time of the execution of the Conveyance as hereinafter stated. The Promoter shall be entitled to consume and utilize on the said Property the FSI or the Transferable Development Rights (TDR), any increased, further, floating or additional FSI or FSI becoming available for utilization or consumption on the said Property by acquisition or purchase of TDR or otherwise as may be permissible by constructing additional floor/s, premises or additional wings, additional or further buildings on the said Property and in the event of such utilization or consumption then the detailed particulars in

DRAFT

respect of such utilization of FSI shall be disclosed by the Promoter to the Purchaser/s in the Conveyance to be executed as hereinafter stated. The residual Floor Space Index (F.S.I.) of the said Property or the Adjoining Road not consumed as well as F.S.I. of any other property acquired by the Promoter by way of or under TDR and all F.S.I which can be utilized and consumed on the said Property will be available to the Promoter till the execution of the Conveyance hereby contemplated even if the Promoter has put the Purchaser/s and the purchasers of the other flats and premises in the Composite Building in possession of their respective flats and/or premises and also if the Purchaser/s and the purchasers of other flats and premises have formed a Co-operative Society/ Societies or limited company/ companies or other association/s or organisation/s and that the Promoter shall be at liberty and be entitled to consume such unconsumed F. S. I of the said Property as well as of any other property that may be acquired by the Promoter by way of or under Transfer of Development Rights or additional or incentive FSI either by constructing additional structures on the said property or by constructing additional floors but without in any manner affecting the said Flat or the rights of the Purchaser/s therein and to sell the same and to receive and appropriate to itself the entire sale price in respect thereof and further that if at the time of execution of the Conveyance such construction is incomplete, the Promoter shall be at liberty and be entitled to complete the same and for the purposes thereof and for all other purposes connected therewith the Promoter shall have unfettered and unrestricted right, liberty and authority to enter upon and be upon the said Property with all their workmen and material and the Purchaser/s or the Co-operative Society/ Societies or

DRAFT

limited company/ companies or association/s or organisation/s or any one claiming under him/her/them or it as the case may be shall not have any right to and as such shall not object to the same or otherwise obstruct the same.

6. If the Promoter fails to abide by the time schedule for handing over the Flat to the Purchaser/s, the Promoter agrees to pay to the Purchaser/s, who does/do not intend to withdraw from the project, interest as specified under the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017, on all the amounts paid by the Purchaser/s, for every month of delay, till the handing over of the possession. The Purchaser/s agree/s to pay to the Promoter, interest as specified in the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017, on all the delayed payments which become due and payable by the Purchaser/s to the Promoter under the terms of this Agreement from the date each of the said amounts is payable by the Flat Purchaser/s to the Promoter.

7. Without prejudice to the right of the Promoter to charge interest in terms of Clause 6 above, if the Purchaser/s commit/s default in payment on due dates of any of the amounts due and payable by the Purchaser/s to the Promoter under this Agreement (including his/her/their/its proportionate share of taxes levied by concerned local authority and other outgoings) (the time for payment of each of which said amount is of the essence of contract) and on the Purchaser/s committing three defaults of

DRAFT

payment of instalments the Promoter shall be entitled at its own option to terminate this agreement and thereupon this agreement shall come to an end and all the obligations of the Promoter and the rights of the Purchaser/s shall ipso facto stand extinguished.

PROVIDED ALWAYS that the power of termination hereinbefore contained shall not be exercised by the Promoter unless and until the Promoter shall have given to the Purchaser/s thirty (30) days prior notice in writing by Registered Post at the address provided by the Purchaser/s and mail at the e-mail address provided by the Purchaser/s of its 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 this agreement and default shall have been made by the Purchaser/s in remedying such breach or all breaches if they are more than one within 30 days after the receipt of such notice by the Purchaser/s.

PROVIDED FURTHER that upon termination of this agreement as aforesaid the Promoter shall refund to the Purchaser/s (subject to the adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Promoter) the instalment/s of sale price of the Flat which may till then have been paid by the Purchaser/s to the Promoter but the Promoter shall not be liable to pay to the Purchaser/s any interest on the amount so refunded or any other amount whatsoever and upon termination of this agreement and refund of the aforesaid amount by the Promoter, the Promoter shall be entitled and be free to dispose-off by sale or otherwise as the Promoter may at it's sole discretion decide the Flat to such person and at such price or consideration and on such conditions as the Promoter may in it's absolute discretion think fit

DRAFT

and the Purchaser/s shall not be entitled and hereby undertake/s not to dispute the same or raise any claim against the Promoter or the Promoter or new purchaser/s or other acquirer/occupant of or against the Flat or the disposal thereof or otherwise.

8. The Flat is agreed to be purchased by the Flat Purchaser/s in bare shell condition, and, all fixtures, fittings and internal amenities and fit out work is to be carried out by the Flat Purchaser/s at his/her/their costs and by taking all precautionary and safety measures while carrying out such work. The facilities like Terrace Top Green space, plunge pool, Fitness Centre, etc. to be provided by the Promoter in Wing A known as Suvidha Pearl are those that are set out in the list annexed hereto as **Annexure "6"**.

9. The Promoter shall give possession of the Flat to the Purchaser/s on or before 30th April 2021 provided however that all the amounts that may be or become due and payable by the Purchaser/s to the Promoter under this Agreement or otherwise have been duly paid by the Purchaser/s to the Promoter.

10. If the Promoter fails or neglects to give possession of the Flat to the Purchaser/s except on account of any reasons beyond it's control and/or of its agents by the aforesaid date then the Promoter shall be liable within thirty (30) days of the date of demand in writing by the Purchaser/s to refund to the Purchaser/s all the amounts already received by it in respect of the Flat with interest at the same rate as may be mentioned in Clause 6 from the date the Promoter received the same till the date the amounts and interest thereon are repaid.

DRAFT

PROVIDED HOWEVER that the Promoter shall be entitled to reasonable extension of time for giving delivery of the Flat if the completion of the Wing in which the Flat is to be situated is delayed on account of: -

- (i) Non availability of steel, cement, other building material, water or electric supply; and/or
- (ii) War, civil commotion or act of God; and/or
- (iii) Any notice, order, rule, notification of the Government and/or other public or local or competent authority; and/or
- (iv) Any strike, lock-out, bandh or other like cause;
- (v) Any other force majeure cause beyond the control of the Promoter.

11. The Promoter, upon obtaining the Occupation Certificate from the Slum Rehabilitation Authority and the payment made by the Purchaser/s as per the agreement shall offer in writing the possession of the Flat to the Purchaser/s in terms of this Agreement to be taken within 3 months from the date of issue of such notice and the Promoter shall give possession of the Flat to the Purchaser/s. The Promoter agrees and undertakes to indemnify the Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Promoter. The Purchaser/s agree/s to pay the maintenance charges as determined by the Promoter or the Co-operative Housing Society of the purchasers and allottees of flats and premises in Wing A of the Composite Building, as the case may be. The Promoter on its behalf shall offer the possession to the Purchaser/s in writing within 7 days of receiving Occupation Certificate of Wing A of the Composite Building.

DRAFT

12. The Purchaser/s shall take possession of the Flat within 15 (Fifteen) days of the Promoter giving written notice to the Purchaser/s intimating that the Flat is ready for use and occupation. Upon the receiving such written intimation from the Promoter, the Purchaser/s shall take possession of the Flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and, the Promoter shall give possession of the Flat to the Purchaser/s. In case the Purchaser/s fail/s to take possession within the time prescribed herein, such Purchaser/s shall continue to be liable to pay maintenance charges as applicable.

PROVIDED that if within a period of five years from the date of handing over the Flat, the Purchaser/s brings to the notice of the Promoter any structural defect in the Flat or the Wing in which the Flat is situated or any defects on account of workmanship, quality or provisions of service, then wherever possible such defects shall be rectified by the Promoter at its cost and in case it is not possible to rectify such defects then the Purchaser/s shall be entitled to receive from the Promoter reasonable compensation for such defect or change in the manner as provided under RERA.

13. The Purchaser/s shall use the Flat or any part thereof or permit the same to be used for the purpose of residence and for no other purpose whatsoever. He/She/They/It shall use the garage or parking space or permit the same to be used only for purpose of keeping or parking the Purchaser's/s' own vehicle and for no other purpose whatsoever. Likewise the Purchaser/s shall keep the open terraces and the open spaces on the said Property unbuilt upon and open to sky and

DRAFT

shall not construct any structure or shed or otherwise howsoever thereon. So far as the attached terraces are concerned the purchaser of the flat with attached terrace i.e. terrace flat shall be bound to use the same for such purposes as are permissible as per Municipal Rules and Regulations. It is hereby expressly agreed and understood that the attached terraces in front of or adjacent or adjoining to a flat in the Composite Building shall belong exclusively to the purchaser of such flat. It is hereby further agreed and understood that the common terraces in front of or adjacent or adjoining the flats in the Composite Building shall be available in accordance with the reservation thereof made by the Promoter for the exclusive use of the flat purchaser/s, whose flat is adjacent to or adjoining the terrace or his successors in interest in respect of his/ her/ its/ their flat and the other flat purchasers or allottees of flats or premises in the Composite Building or in the development and construction carried out on the said Property shall not object to such exclusive use of the common adjoining/ adjacent terraces by the flat purchaser/s of the adjoining/ adjacent flats or by his successor in interest, if such a sale, allotment or reservation is made by the Promoter. It is hereby also expressly agreed and understood that the car parking spaces under/in stilts or in the parking tower (regular or stack or mechanized), in the compound or open space (covered/ uncovered/ stack/ mechanized) sold, allotted or reserved by the Promoter in favour of any flat purchaser or allottee shall be available for the exclusive use of such flat purchaser or allottee and his successors in interest in respect of his/her/its/ their flat and the other flat purchasers or allottees of flats or premises in the said Building or in the development and construction carried out on the said Property shall not object to such

DRAFT

exclusive use of the car parking space by the flat purchaser or his successor in interest in whose favour such sale, allotment or reservation is made by the Promoter.

14. The Purchaser/s along with the purchasers of flats and premises in Wing A of the Composite Building known as Suvidha Pearl shall join in forming and registering a Co-operative Society ("*Suvidha Pearl Society*") under such name or names as may be decided by the Promoter. For the purposes aforesaid the Purchaser/s shall from time to time and as may be applicable sign and execute the application for registration/incorporation and/or membership and the bye-laws or Memorandum and Articles of Association of the proposed Co-operative Society of which he/she/it/they shall be becoming members, and other papers and documents necessary for the formation and registration of such Co-operative Society and for becoming a member and duly fill in, sign and return to the Promoter within Seven (7) days of the same being forwarded by or on behalf of the Promoter to the Purchaser/s so as to enable the Promoter to register the Co-operative Society or to admit the Purchaser/s as member/s of the said Society without delay. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws/ Memorandum and Articles of Association/ other documents as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

15. The Promoters shall within Six (6) months of the completion of the work of construction of the Composite Building and all the other buildings/ wings (if any) on the said Property and after the entire development work proposed to be carried out by the Promoters on the said property is

DRAFT

completed in all respects, transfer Wing A of the Composite Building known as Suvidha Pearl to the Suvidha Pearl Society and Wing B of the Composite Building known as Suvidha Samarth to the Slum Society and transfer all their right, title and interest in the aliquot part of the said Property to the Suvidha Pearl Society and the Slum Society proportionate to the areas of their respective Wings subject to what is stated herein by executing the necessary conveyance of the said Property (or to the extent permitted by the authorities) in favour of the Suvidha Pearl Society and the Slum Society, and such conveyance shall be in keeping with the terms and provisions of this Agreement.

The Adjoining Road has already been vacated by shifting the slum dwellers and the same is in possession of Municipal Corporation of Greater Mumbai.

16. Commencing 15 (Fifteen) days after notice in writing is given by the Promoter to the Purchaser/s that the Flat is ready for use and occupation, the Flat shall be at the Purchaser's/s' risk in all respects including (but not limited to) against any risk of the nature of theft, burglary, fire, riot etc., and that the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) of outgoings in respect of Wing A of the Composite Building known as Suvidha Pearl in which the Flat is located and proportionate area of the said Land allocable thereto and shall be liable to bear and pay the outgoings in respect of the said Flat, as the case may be, namely local taxes, revenue and N. A. Assessment, betterment charges or such other levies under any head whatsoever by the concerned local authority and/or Government, water charges, insurances, common lights, sweepers, and all other expenses

DRAFT

including maintenance charges and other expenses necessary or incidental to the management and maintenance of Wing A of the Composite Building known as Suvidha Pearl as listed in the Third Schedule hereunder written and as per the guidelines, rules and regulations of the Promoter (till the handing over to the co-operative society) and thereafter as per the rules and regulations of the co-operative society. Until the Co-operative Society is formed and the management handed over to it, the Purchaser/s shall pay to the Promoter such proportionate share of outgoings/ outgoings as may be determined by the Promoter. The Purchaser/s further agrees that at the time of taking possession of the Flat the Purchaser/s shall pay to the Promoter a sum of Rs. _____/- being an amount equal to eighteen months provisional monthly contribution at the rate of Rs.16/- per square feet of carpet area of the Flat per month towards the outgoings, and the Promoter shall be entitled and be at liberty to appropriate the same or adequate portion thereof towards such monthly outgoings and the balance if any out of the amounts so paid by the Purchaser/s to the Promoter shall not carry any interest and remain with the Promoter until the Conveyance is executed in favour of the Co-operative Society. On the conveyance being executed, the aforesaid balance (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Co-operative Society of which the Purchaser/s is/are a member or to the Purchaser/s, as the case may be.

After the said amount of advance paid by the Purchaser/s to the Promoter is exhausted the Purchaser/s undertakes to pay to the Promoter provisional monthly contribution and such proportionate share of outgoings/ outgoings regularly on or before the 5th day of each and every

DRAFT

calendar month in advance and shall not withhold the same for any reason whatsoever.

17. The Purchaser/s shall on or before the delivery of possession of the Flat keep deposited with the Promoter the following amounts: -

(a)	Rs.600/-	for share money, application, entrance fee of the Co-operative Society;
(b)	Rs.20,000/-	towards costs for formation and registration of the Co-operative Society:
(c)	Rs.20,000/-	towards legal charges;
(d)	Rs.25,000/-	Electricity Meter Deposit and other deposits and charges;
(e)	Rs.	Development charges (Rs.250/- on RERA Area)
	Rs.	Total

18. The Promoter shall utilise the sum of Rs.20,000/- paid up by the Purchaser/s to the Promoter under item (c) of Clause No.17 above for meeting all legal costs charges and expenses including professional costs of the Advocates and Solicitors of the Promoter in connection with the formation of the Co-operative Society preparing its rules, regulations and bye-laws and the cost of preparing this Agreement and the cost of preparing the Lease Deeds/ Deed of Assignment.

19. All the stamp duty and registration charges and other levies including Service Tax, VAT, goods and services tax and other taxes of a like nature or any other taxes whatsoever of and incidental to this Agreement or to the said Flat and the Deed of Conveyance and other necessary assurances to be executed in pursuance hereof or otherwise, and whether now payable/ chargeable or hereafter payable or chargeable

DRAFT

or charged including any additional stamp duty, interest, penalty, registration charges shall be exclusively borne and paid by the Purchaser/s. At the time of entering into this Agreement the Purchaser/s shall pay the stamp duty and registration charges, service taxes, Value Added Tax or other levies payable, if any on and in respect of this Agreement as per the provisions of law and shall likewise at or before the execution and registration of the Deed of Conveyance and other necessary assurances to be executed in pursuance hereof or otherwise or of any document or instrument of transfer in respect of the said Property and the Composite Building to be executed in favour of the Co-operative Societies pay to the Promoter his/her/their share of stamp duty and registration charges, if any payable by the Flat Purchaser/s thereon..

20. The Promoter hereby represents and warrants to the Flat Purchaser/s as follows:-

- (a) The Promoter has a clear and marketable title to the Land and the Promoter has the requisite rights to carry out development upon the Land and also has actual, physical and legal possession of the Land for the implementation of the project;
- (b) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out the development of the project and upon the completion of the construction of the Composite Building, the Slum Rehabilitation Authority will be issuing its Occupation Certificate/s in respect thereof;
- (c) There are no encumbrances upon the Land or the project save and except the mortgage recited hereinabove;

DRAFT

- (d) There are no litigations pending before any Court of Law with respect to the Land;
- (e) All approvals, licences and permits issued by the competent authorities with respect to the project, the Land and the Composite Building are valid and subsisting and have been obtained by following the due process of law. Further, the Promoter has been and shall at all times remain to be in compliance with all applicable laws in relation to the project, the Land, the Composite Building and common areas;
- (f) The Promoter has a right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected;
- (g) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the Land, the project or the Flat, which will, in any manner, affect the rights of the Purchaser/s under this Agreement;
- (h) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Flat to the Purchaser/s in the manner contemplated in this Agreement;
- (i) The Promoter will be handing over the lawful, vacant, peaceful, physical possession of the common areas in Wing A of the Composite Building to the Suvidha Pearl Society and the common areas in Wing B of the Composite Building to the Slum Society;

DRAFT

- (j) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the project to the competent authorities;
 - (k) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification including any notice for acquisition or requisition of the said Property has been received or served upon the Promoter in respect of the said Property and/or the project.
21. The Purchaser/s himself/herself/themselves/itself with intention to bind all persons into whomsoever hands the Flat may come, doth/do hereby covenant with the Promoter as follows:-
- (a) To maintain the Flat at the Purchaser's/s' own cost in good tenable repair and condition from the date commencing 8 (eight) days after notice in writing is given by the Promoter that the Flat is ready for occupation and use or from the date the possession of the Flat is taken, whichever is earlier, and shall not do or suffer to be done anything in or to the building in which the Flat is situated, staircase or any passages which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/alter or make addition in or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof;
 - (b) Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature and/or are so heavy as to

DRAFT

damage the construction or structure of the building in which the Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on upper floors which may damage or are likely to damage the staircases, lifts, elevators, escalators, travelators, common passages or any other structure of the building in which the Flat is situated, including entrances of the building/wing in which the Flat is situated and in case any damage is caused to the building/wing in which the Flat is situated or to the Flat on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable to make good all and any such damage thereby caused;

- (c) To carry at his/her/their/its own cost all internal repairs to the Flat in good workmanlike manner and maintain the Flat in the same condition, state and order in which it was delivered or offered for delivery by the Promoter to the Purchaser/s and shall not do or cause or suffer to be done anything on or to the building/wing in which the Flat is situated or to the Flat which may be in contravention of the rules and regulations and bye-laws of the concerned local authority or other public body or authority. And in the event of the Purchaser/s committing any act in contravention of the above provisions, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public body or authority as well as to the purchasers or acquirers of other flats and premises in the Composite Building and other buildings to be constructed on the said Property;

DRAFT

- (d) Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Flat or any part thereof, nor any alteration in the elevation, Window grills, Antennas or Dish Antennas outside windows or the outside colour scheme of the building/wing in which the Flat is situated and shall keep the portion, sewers, drains, pipes, gas pipes and security systems in the Flat and appurtenances thereof in good tenantable repair and condition and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any manner damage the columns, beams, walls, slabs or RCC Pardis or other structural members in the Flat or carry out any work of a structural nature or any work affecting the columns, beams, walls, slabs or RCC Pardis or other structural members in the Flat without the prior written permission of the Promoter and/or the Co-operative Society of the building/wing in which the Flat is located and/or the local and/or other public body or authority;
- (e) Not to do or permit to be done by anyone any act or thing which may render void or voidable any insurance of the building/wing in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- (f) Not to throw dirt rubbish, rags garbage or other refuse or permit the same to be thrown from the Flat in the compound or on any part of the said Property and/or the building/wing in which the Flat is situated;

DRAFT

- (g) Not to fix any Window air conditioner except at a place specifically provided therefor by the Promoter and in case of a Split air conditioner not to place the outside unit thereof except at a place specifically provided therefor by the Promoter and not to construct bathroom, W.C. or to take water connection without the written permission of the Promoter;
- (h) Not to exhibit his/her/its/ their name in the lobby on the ground floor or on the floor on which the Flat is located except at such place as may be stipulated by the Promoter and on such terms and conditions as may be decided by the Promoter (till the handing over to the Co-operative Society) and thereafter subject to such terms and conditions as may be stipulated in this regard by the Co-operative Society;
- (i) Pay to the Promoter within eight (8) days of demand by the Promoter his/her/their/its share of security deposit demanded by concerned local authority or Government for giving water, electric or any other service connection to the building in which the Flat is situated;
- (j) To bear and pay increase in all outgoings including local taxes, assessments, water charges, insurance, common lights and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat by the Purchaser/s viz. user for any purposes other than for the purpose for which is permissible at present or for changing user of parking space for any purpose other than parking of vehicle Provided However and it is hereby

DRAFT

expressly agreed that nothing contained herein shall be deemed or construed as an authority or permission to the Purchaser/s to change the user of the Flat and/or of the parking space and further that such payment shall not be deemed or construed as waiver or condonation on the part of the Promoter or the Co-operative Society as the case may be of such unauthorised change of user and shall also not prejudice, limit or affect the powers and rights of the Promoter or the Co-operative Society as the case may be against the Purchaser/s;

- (k) The Purchaser/s shall not let, sub-let, transfer or assign or part with Purchaser's/s' interest or benefit factor of this Agreement or part with the possession of the Flat or any portion thereof to any one whomsoever until all the amounts payable by the Purchaser/s to the Promoter under this Agreement are fully paid up;
- (l) Till the Conveyance as contemplated by this Agreement is executed, the Purchaser/s shall permit the Promoter and their Architects, surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said Property and the Composite Building as the case may be and the Flat or any part thereof to view and examine the state and conditions thereof;
- (m) The nature, extent and description of the general and limited/ restricted common areas and facilities are set out in the Second Schedule hereunder written and that such limited/ restricted common areas and facilities shall be available for the exclusive use and enjoyment of the purchasers or persons in whose favour the

DRAFT

reservation of such limited/ restricted common areas and facilities has been made by the Promoter and the Purchaser/s agree/s and undertake/s not to object to, obstruct or interfere with the exclusive use and enjoyment of the limited/ restricted common areas and facilities by the purchasers or persons in whose favour the reservation of such limited/ restricted common areas and facilities has been made by the Promoter. The Purchaser/s acknowledges/s and agree/s that the Promoter are at liberty and is entitled to reserve and designate further limited/ restricted common areas and facilities as they deem fit in favour of any of the purchasers and/or allottees of flats and premises in the buildings that may be constructed by the Promoter on the said Property and that such further limited/ restricted common areas and facilities will be available for the exclusive use and enjoyment of the purchasers and allottees of flats and premises in whose favour such reservation or designation is made by the Promoter and the Purchaser/s agree/s and undertake/s not to object to, obstruct or interfere with the exclusive use and enjoyment of such further limited/ restricted common areas and facilities by the purchasers or persons in whose favour the reservation of such limited/ restricted common areas and facilities has been made by the Promoter. The car parking spaces reserved by the Promoter for or in favour of any purchaser/s of flats or other premises in the buildings or on the said Property shall be a limited/ restricted common area and facility and such reserved car parking spaces shall be available for the exclusive use and enjoyment of such purchaser/s in whose favour

DRAFT

the reservation is made by the Promoter and the Purchaser/s hereby agrees/ agree and undertake/s not to in any manner object to or obstruct or interfere with the reservation made by the Promoter of any car parking spaces in favour of any purchaser/s of any of the flats or other premises on the said Property and the exclusive use and enjoyment thereof by such purchaser/s. The overhead terraces and common terraces adjoining or adjacent to any flats and premises and other unattached terraces and open spaces reserved and/or designated by the Promoter as limited/ restricted common areas and facilities in favour of any of the purchasers or allottees of flats and premises shall be available for the exclusive use and enjoyment of such purchaser/s in whose favour the reservation is made by the Promoter and the Purchaser/s hereby agree/s and undertake/s not to in any manner object to or obstruct or interfere with the reservation made by the Promoter of any overhead terraces or terraces adjoining or adjacent to any flats and premises or other unattached terraces or open spaces on the said Property in favour of any purchaser/s of any of the flats or other premises on the said Property and the exclusive use and enjoyment thereof by such purchaser/s. The Promoter shall be entitled to and is at liberty to permit and allow any of the purchasers of flats and premises in the buildings constructed by the Promoter on the said Property to install and operate any equipment, plant or machinery including any telecommunication, satellite or broadcasting equipment on any portion of the common areas and facilities and the purchaser/s who

DRAFT

have been permitted or allowed by the Promoter to make such installation shall be entitled to install, maintain and operate such equipment, plant, machinery or installation and have access thereto at all times and the Purchaser/s agree/s and undertake/s not to object to, obstruct or interfere with such installation, operation or maintenance of any such equipment, plant, machinery or installation or the access thereto of such purchasers.

22. It is hereby expressly agreed by and between the Promoter and the Purchaser/s and all persons claiming under them that:-

- (a) The Promoter shall have unfettered full, free and complete right of way and means of access over, along across and under all the internal access roads at all times of the day and night, for all purposes and either on foot or with or without carts, carriages motor-cars, motor-cycles, motor-trucks or other vehicles either laden or unladen or with or without horses and other animals as well as full free and complete right to store building material on any portion of the said Property for the purpose of carrying on construction of the other buildings and development and construction work proposed to be carried out by the Promoter on the said Property including also for constructing additional floors, additional Wings to any of the buildings or additional structures on the said Property for consuming the unconsumed F.A.R. (F.S.I.) of the said Property and the Adjoining Road and the further or additional or incentive FSI, TDR etc.. and also full free and complete right and liberty to lay and connect drains, pipes, electricity, telephone, telegraph, fax, cables and the equipment or

DRAFT

other amenities and service facilities for full and proper and beneficial use and enjoyment of the said Property and the buildings thereon and/or the neighboring lands or properties that may have been or that may hereafter be agreed to be purchased or taken for development by the Promoter and if necessary to connect drains, pipes, cables etc., of the additional wings or additional structures to be constructed on the said Property as well as of the buildings and structures constructed or to be constructed on such neighboring lands or property or properties under over or along the said internal roads or on any portion of the said Property. The Purchaser/s shall not object to specific and suitable provisions being incorporated in this regard in the Conveyance in favour of the Co-operative Society. The Purchaser/s hereby expressly consent/s to the same;

- (b) Till all the flats and premises in the Composite Building are constructed and sold and/or allotted, the power and authority of the Slum Society and the Suvidha Pearl Society shall be subject to the overall authority and control of the Promoter in respect of any of the matters concerning the buildings, construction and completion thereof and all amenities pertaining to the same and in particular the Promoter shall have full and absolute authority and control as regards the unsold and vacant flats and premises units in the buildings on the said Property and the disposal thereof. The Promoter shall be liable to pay only the Municipal taxes at actuals in respect of the unsold and vacant flats and other premises and a token sum of Rs.11/- (Rupees Eleven Only) per month towards outgoings in respect of each of the unsold and vacant flats and

DRAFT

other premises. In case the Conveyance hereby contemplated is executed before the disposal by the Promoter of all the flats and other premises then and in such case the Promoter shall join in as the promoter/member in respect of such unsold flats and premises and as and when such flats and premises are sold to the persons of the choice and at the discretion of the Promoter, the Co-operative Society formed inter alia in respect of the said unsold flats or premises shall admit the purchasers of such flats or other premises as members of the Co-operative Society on payment of entrance fee of Rs.100/- and share money of Rs.500/- only without charging any premium or other extra amount whatsoever;

- (c) If at any time any development and/or betterment charges or other levy are or is charged or levied after the grant of the Building Occupation Certificate and ought to be recovered by the Corporation, Government and/or any other public body or authority in respect of the said Property and/or the buildings on the said property the same shall be borne and paid by all the Flat and other premises purchasers in proportion to the areas of their respective flats or premises;
- (d) If for any reason prior to the completion of the buildings being constructed on the said Property and the receipt by the Promoter of the full total consideration money receivable by it the Conveyance hereby contemplated is executed in favour of the Co-operative Society, and if on such date the buildings or any of them are not fully constructed and/or completed and/or if the buildings and/or other portions of the said Property has or have not been disposed

DRAFT

off by the Promoter on ownership basis or if the Promoter has not received in full, the consideration money receivable by it from all persons who acquire the flats and other premises in the said building/s on the said Property then and in such event the Promoter shall have the right to construct and complete the said building/s and to dispose off the unsold units and other premises on the said Property and to receive the consideration money even though such Conveyance is executed in favour of the Co-operative Society as herein contemplated. Adequate provisions for the above shall be made in the Conveyance;

- (e) The Purchaser/s shall permit the Promoter and its servants and agents, with or without workmen and others at all reasonable times to enter into and upon the Flat or other premises or any part thereof to view and examine the state and condition thereof and also for the purpose of laying, maintaining, repairing and testing drainage and water-pipes and electric wires and cables and gas pipes and security system and other service lines if any and for access to service ducts, external façade, lifts, lift/ machine rooms etc.. and for similar other purposes and for all other purposes contemplated by this Agreement;

23. It is clearly understood and agreed by and between the parties hereto that the Promoter shall have the unqualified and unfettered right to sell on ownership basis to anyone of its choice, the terraces attached to and having access only through the flats and other premises. The purchaser/s of such terrace/s shall be entitled to make use of the same for all purposes whatsoever, as permissible by law. However, the purchaser/s

DRAFT

of such terrace/s shall not enclose or cover the said terrace without the written permission of the Promoter and/or the Co-operative Society, as the case may be, and the Corporation.

24. The Promoter shall maintain a separate account in respect of all sums received by the Promoter from the Purchaser/s as advance or deposit sums received on account of the share capital for the promotion of the Co-operative Society or towards the outgoings and legal charges and shall utilise the amount duly for the purpose for which they have been received.

25. After the Promoter executes this Agreement it shall not mortgage or create a charge on the Flat and if any such mortgage or charge is made or created, then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser/s who has/have taken or agreed to take such Flat.

26. Forwarding this Agreement to the Purchaser/s by the Promoter does not create a binding obligation on the part of the Promoter or the Flat Purchaser/s until, firstly, the Purchaser/s sign/s and deliver/s this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser/s and secondly, appear for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Purchaser/s fail/s to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter/s, then the Promoter shall serve a

DRAFT

notice to the Purchaser/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall be returned to the Purchasers without any interest or compensation whatsoever.

27. This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Flat, as the case may be.

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

29. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent flat purchaser/s of the said Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

30. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to RERA or MOFA or the Rules and Regulations

DRAFT

made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

31. Nothing contained in this Agreement is intended to be nor shall be construed or claimed by the Purchaser/s as a grant, demise or assignment in law of the Flat and/or building or any part/s thereof and/or of the said Property or any part thereof. The Purchaser/s shall have no claim save and except in respect of the Flat hereby agreed to be sold to him/her/it/them and the exclusive use and enjoyment of the limited/restricted common areas and facilities reserved in his/her/their/its favour and all open spaces, parking spaces, lobbies, stair-cases, terraces, recreation space etc., will remain in the possession of the Promoter until transfer to the Co-operative Society as hereby contemplated.

32. Wherever in this Agreement it is stipulated that the Purchaser/s have to make any payment, in common with other flat purchasers in the Project, the same shall be in proportion to the carpet area of the said Flat to the total carpet area of all the flats in the Project.

33. Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

34. The execution of this Agreement shall be complete only upon its execution by the Promoters at the Promoter's Office, or at some other

DRAFT

place, which may be mutually agreed between the Promoter and the Purchaser/s, in Mumbai. After the Agreement is duly executed by the Purchaser/s and the Promoter or simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai.

35. Any delay tolerated or indulgence shown by the Promoter in enforcing any of the terms of this Agreement or any forbearance or giving of time to the Purchaser/s by the Promoter shall not be construed as a waiver on the part of the Promoter 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 limit or affect the rights of the Promoter.

36. The Purchaser/s shall present this Agreement as well as the Conveyance at the proper registration office for registration within the time limit prescribed by the Registration Act, 1908 and lodge the same for registration and communicate to the Promoter the Registration Office where and the serial number under which the same is lodged for registration and thereupon the Promoter will attend such office and admit execution thereof it being expressly understood that the only liability of the Promoter is to attend at the sub-registry and admit their execution of the document.

37. All notices to be served on the Purchaser/s or the Promoter as contemplated by this Agreement shall be deemed to have been served if sent to the Purchaser/s or the Promoter by Registered Post A.D. and notified email id /Under Certificate of Posting at his/her/their/its address specified below: -

Viz :

DRAFT

Name/s.

Address

Notified Email Id:

Kalakruti Realtors Private Limited

8, Parimal, Tilak Mandir Road, Vile Parle (East), Mumbai 400 057

admin@suidhagroup.info

It shall be the duty of the Purchaser/s and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Purchaser/s, as the case may be. In the case of joint flat purchasers, all communications shall be sent by the Promoter to the name appearing first and at the address given by him/ her/ it, which shall for all intents and purposes be considered as properly served on all the Purchaser/s.

38. The Purchaser/s hereby expressly agree/s that the Promoter shall be entitled to grant to any properties in the vicinity of the said Property Right/s of way including Right/s to lay drains, water pipes, electricity cables, telephone cables and other service facilities and either underground or over-head and so far as Right/s of Way are concerned throughout the year without break and by day or night and either on foot or in any vehicles of any and every description over the internal roads on the said Property and to make the said Right of way available to such developers of the properties, contractors, workman, buyers of premises in buildings, their servants, agents, visitors etc., on such terms and

DRAFT

conditions and for such consideration as the Promoter may in their sole discretion decide. The consideration amount or amounts receivable for grant of such Right of Way shall belong to and be the property of the Promoter and the Purchaser/s shall not have any right title or interest or claim to or in the same. The Purchaser/s hereby gives/give his/her/their/its express consent to the Promoter giving such right of way to any of the adjoining properties or properties in the vicinity and the said consent hereby given by the Purchaser/s to the Promoter shall be deemed to be consent under the provisions of MOFA and RERA. The Conveyance to be executed in pursuance of this Agreement shall be granted subject to such right/s of way/s that may be granted by the Promoter in favour of such developers or holders or occupants etc. of the properties in the vicinity. The Purchaser/s hereby give/s his/her/their/its express consent for the aforesaid and the said consent hereby given by the Purchaser/s to the Promoter shall be deemed to be consent under the provisions of MOFA and RERA.

39. This Agreement shall always be subject to the provisions of the MOFA, RERA and the rules made thereunder.

40. The Purchaser/s hereby admit/s, record/s and confirm/s that he/she/they/it has/have duly acquainted himself/herself/themselves/itself with the contents of the I.O.D/s., Commencement Certificate/s, permissions, exemptions, orders, sanctions, no objections, deeds, documents, papers and writings and the Purchaser/s hereby covenant/s, agree/s and undertake/s to the Promoter that the Purchaser/s shall and will from time to time and at all times hereafter abide by, observe, perform, carry out and comply with all the said terms and conditions contained in

DRAFT

the said hereinabove recited/stated orders, letters, certificates, permissions etc., and shall not do any act or commit any breach or delay or default which may prejudice or adversely affect the said orders, letters, certificates, permissions, or otherwise. Acquainting himself/ herself/ itself/ themselves with the said contents and provisions of the said hereinbefore stated orders, letters, permissions, certificates, etc., and also all the provisions of the MOFA, RERA and other applicable laws and the Rules made thereunder the Purchaser/s has/have represented to the Promoter that the Purchaser/s is/are eligible and entitled to acquire and/or purchase the Flat hereby agreed to be acquired and/or purchased.

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

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

THE FIRST SCHEDULE ABOVE REFERRED TO

All those pieces or parcels of land bearing Final Plot No. 268 of City Survey Vile Parle [previously Final Plot No. 268 of the Town Planning Scheme – Vile Parle No. V (1st Variation) (Final) admeasuring 620.40 square meters (corresponding CTS Nos.1691 and 1691/1 to 24) and Final Plot No. 269 of the Town Planning Scheme – Vile Parle No. V (1st Variation) (Final) admeasuring 688 square meters (corresponding CTS Nos.1695 and 1695/1 to 10)] admeasuring 1308.40 square meters situate,

DRAFT

lying and being at P.M. Road, Mumbai – 400 057 of Village – Vile Parle (E), Taluka Andheri, District Mumbai Suburban and within the Registration District and Sub-District of Mumbai City and Mumbai Suburban together with the composite building consisting of two wings viz., Wing A known as Suvidha Pearl and Wing B known as Suvidha Samarth under construction thereon.

THE SECOND SCHEDULE ABOVE REFERRED TO

THE NATURE, EXTENT AND DESCRIPTION OF “THE COMMON AREAS AND FACILITIES” AND OF “THE LIMITED COMMON AREAS AND FACILITIES” SHALL BE AS UNDER:-

A. THE COMMON AREAS AND FACILITIES.

- i. Entrance lobbies and foyer of the wings in the building will for the benefit of the purchaser/allottees of the flats and premises in such wing.
- ii. Portions of the Compound of the building/s i.e. the open area (out of the said property) appurtenant to the built up area of the said building/s but excluding the open car parking spaces in the compound allotted /to be allotted to the respective purchasers of flats and premises if permitted and constructed and also excluding the open car parking spaces in the compound reserved in favour of any flat purchaser/ allottee as mentioned hereinabove in this Agreement shall be a common area and facility of Wings A or B as per the reservation and designation made by the Promoter, and, portions designated for a particular Wing will be available for use as a common area and facility for the occupants of that Wing.
- iii. The staircase and lift of the wings including main landing for the purpose of ingress and egress of the flat purchasers/allottees of and visitors to such wing but not for the purposes of storing or for recreation or

DRAFT

for residence or for sleeping.

iv. Terrace above the top floor of the wings for being used as a means of access to the water tanks and other amenities by the members owning flats and premises in such wing.

B. THE LIMITED COMMON AREAS AND FACILITIES.

i. Landing in front of the stairs on the floor in which the particular flat is located, as a means of access to the Flat but not for the purpose of storing or as a recreation area or for residence or for sleeping;

ii. The landing is limited for the use of the residents of the flats located on that particular floor and for visitors thereto, but is subject to means of access for reaching the other floors, available to all residents and visitors in that wing.

iii. Common Terraces in front of or adjacent to or adjoining the flats in the building shall be available for the exclusive use of the flat purchaser/s of the adjacent or adjoining flats or his/ her/ its/ their successor in interest or the flat purchaser of the flat in front of which the terrace is located or his/ her/ their/ its successor in interest.

iv. Car Parking Spaces, in the compound/ open space/ stilts/podium/ basement, sold, allotted or reserved by the Promoter in favour of any flat purchaser/s/ allottee/s, shall be available for the exclusive use of such flat purchaser/s and his/her/their/its successors in interest of his/her/their/its flat.

v. Elevational features and projections adjacent or adjoining to or touching a flat shall be exclusively available to the flat purchaser/s of adjacent or adjoining flat or his/ her/their/ its successor in interest.

THE THIRD SCHEDULE ABOVE REFERRED TO:

DRAFT

Common Expenses covered under the Society/Electricity Expenses/Taxes/Advance maintenance Deposits:

1. The expenses of maintaining, repairing, redecorating etc. of Suvidha Pearl and in particular the roof, water tanks, gutters and rain water pipes of the building, water pipes and electrical wires, in under or upon Suvidha Pearl and enjoyed or used by the purchasers in common with the other occupiers of other flats and parking spaces and the main entrance, passages, landings and staircases, of Suvidha Pearl and the terraces of Suvidha Pearl and boundary wall of the building compound etc..as allocable to Suvidha Pearl.
2. The costs of clearing and lighting the passages, landings, staircases and other parts of Suvidha Pearl so enjoyed or used by the purchaser/allottee as aforesaid.
3. The costs of the salaries of clerks, bill collectors, sweepers, watchmen etc.
4. The costs of working and maintenance of lifts, water connections, lights and other services.
5. Municipal and other taxes.
6. Insurance and other charges.
7. Such other expenses as are necessary or incidental for the maintenance and upkeep of Suvidha Pearl.

SIGNED SEALED AND DELIVERED by)

_____, the Director and)

Authorised Signatory of the within named)

PROMOTER KALAKRUTI REALTORS)

PRIVATE LIMITED (having PAN No.)

DRAFT

AACCK7215L) pursuant to the resolution of it's)
Board of Directors dated _____ in)
the presence of.

- 1.
- 2.

SIGNED SEALED AND DELIVERED by the)
withinnamed **FLAT PURCHASER/S**)
_____)
_____)
having PAN No/s.)
_____)
_____ in the)
presence of.)

- 1.
- 2.

SIGNED SEALED AND DELIVERED by)
_____, the)
Director and Authorised Signatory of the)
withinnamed FLAT PURCHASER)
_____ LIMITED having PAN)
No. _____ pursuant to the)
Resolution of its Board of Directors dated)
_____ in the presence of.)

- 1.
- 2.

SIGNED SEALED AND DELIVERED by the)

DRAFT

withinnamed **FLAT PURCHASERS MESSRS.**)
_____ having)
PAN No. _____)
through their partners _____)
_____)
_____ in)
the presence of.)

- 1.
- 2.

RECEIVED of and from the withinnamed Flat)
Purchaser/s the sum of Rs._____/ -)
(Rupees. _____ only) by)
Cheque No. _____ dated _____ drawn)
on the _____ being the)
withinexpressed amount of earnest money/)
advance/ deposit to be paid by the Flat)
Purchaser/s to us the Promoters on the) Rs.
execution of this Agreement.

WITNESSES

- 1.
- 2.

WE SAY RECEIVED
FOR KALAKRUTI REALTORS
PRIVATE LIMITED

DIRECTOR
THE PROMOTERS
ABOVENAMED

=====

DATED THIS__ DAY OF _____

=====

KALAKRUTI REALTORS PRIVATE LIMITED.

... PROMOTERS

AND

...FLAT PURCHASER/S

AGREEMENT FOR SALE

FLAT NO. _____

IN

SUVIDHA PEARL

