

AGREEMENT FOR SALE

BY AND AMONG

ASHOKA DEVELOPERS
(“PROMOTER”)

AND

("ALLOTTEE")

,

Promoter	Allottee

AGREEMENT FOR SALE

This **AGREEMENT FOR SALE (“Agreement”)** is made at Mumbai, this _____ day of _____;

BETWEEN

M/S. ASHOKA DEVELOPERS a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at A/7 Rajniketan Building , S.V road , Goregaon(W) Mumbai- 400062 , hereinafter referred to as the “**Promoter**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

AND

Mr./Mrs./Ms. _____, of Mumbai, Indian Inhabitant, residing at _____, (hereinafter referred to as the “**ALLOTTEE**”), which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators and assigns:

The Promoter and the Allottee shall, hereinafter, be collectively referred to as the “**Parties**” and individually as “**Party**”.

WHEREAS:

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(i) The Maharashtra Housing And Area Development Authority, a Corporation constituted under the Maharashtra Housing and Area Development Act, 1976 (hereinafter referred to as “the MHADA Authority”) is the Owner of interalia the property situate, lying and being at Laxmi Nagar, Andheri Ghatkopar Link Road, Near Canara Engineering Company, Ghatkopar (East), Mumbai 400 065 bearing CTS Nos. 184 (Part) and 194 (Part) of Village Ghatkopar, Taluka Kurla being part of the MHADA’s estate at Ghatkopar Laxmi Nagar, within the Registration Sub-District Kurla at Chembur, District Mumbai Suburban, within Greater Mumbai admeasuring 6549.25 sq.mtrs. or thereabouts more particularly described in the First Schedule hereunder written (hereinafter referred to as "the said Project Land").

(ii) The Promoter had undertaken a slum redevelopment project in respect of the project land along with a total of 228 (Two Hundred and Twenty Eight) hutments/slums ("**Project**") under the provisions of the Maharashtra Slum Area (Improvement, Clearance and Redevelopment) Act, 1971 ("**SRA Act**") and schemes framed thereunder more precisely defined as Slum Rehabilitation Scheme ("**SRA Scheme**"), Maharashtra Regional Town Planning Act, 1966 and Development Control Regulations of Greater Bombay, 1991 and other applicable laws. The project land and the existing hutments/slums thereon shall hereinafter be collectively referred to as the "**Properties**". The project land is more particularly described in the **First Schedule** hereunder written.

(iii) The MHADA Authority prepared an upgradation scheme for carrying out environmental improvement of the said Project Land by providing infrastructural facilities and amenities for rehabilitating the slum dwellers on a secure tenure provided they form a Co-

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operative Housing Society for management and maintenance of the said common services facilities and amenities and for orderly conduct of all their common problems and matters.

(iv) The slum dwellers formed themselves into a Society in the name of “The Ghatkopar Laxmi Nagar Sneha Sadan Co-operative Housing Society Ltd.”, a Co-operative Housing Society, registered under the Maharashtra Co-operative Societies Act, 1960, under No. BOM (W.N.) HSG (T.O.T.C.) 6312 of 1992/93 on the 3rd October 1992 having registered office at CTS No.184 (Part), Municipal ‘N’ Ward, Laxmi Nagar, Ghatkopar (East), Mumbai 400 065 (hereinafter called “the said Society”).

(v) By a Deed of Lease dated 8th June 1993, the MHADA Authority demised the said property unto the said Society, for a period of 30 years commencing from 8th June 1993, at the lease rent thereby reserved and for the improvemental charges to be thereunder paid by the slum dwellers/ members of the said Society for their rehabilitation, and subject to the terms, conditions and covenants therein contained and to be paid, observed and performed by the said Society as the Lessee of the said project Land.

(vi) By D.P. Remark dated 4th June 2005 under No.CHE/222/DPES, it is stated that under the Sanctioned Revised Development Plan of ‘N’ Ward, the said project Land is entirely reserved for the public purposes of Public Housing/High Density Housing (P.H./H.D.H.) & Municipal Primary School (along with adjacent land) and for a proposed road. The said project Land is situated in Residential Zone (R) in the said Development Plan.

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(vii) By a Development Agreement dated 27th June 2005 made between the said Society of the One Part and the Promoter of the Other Part, the said Society has (pursuant to Resolutions passed at the General Body meeting of the said Society granted the development rights in respect of the said project Land therein described as admeasuring 6549.25 sq.mtrs. to the Promoter herein together with the right to develop and construct on the said project Land under Regulation No. 33 (10) of the Development Control Regulations by constructing rehabilitation buildings and sale buildings thereon in accordance with such Slum Rehabilitation Scheme as may be sanctioned by the concerned authorities at or for the consideration and on the terms and conditions therein contained.

(viii) Under the said Development Agreement the Promoter have agreed to provide the eligible slum dwellers/ members of the said Society with permanent alternate accommodation in the rehabilitation component of the Slum Rehabilitation Scheme, in lieu of the existing huts occupied by the slum dwellers/members of the said Society as per the sanctioned scheme and plans, after demolishing the existing huts/structures AND under the said Agreement the Promoters are at liberty and entitled to sell or otherwise transfer the premises comprised in the free sale component, to persons or outsiders for such price or consideration as the Promoters deem fit.

(ix) Pursuant to the said Development Agreement, the said Society granted a Power of Attorney dated 29th June 2005 in favour of the partners of the Promoter authorizing them to develop the said project Land and to do all the acts, deeds, matters and things as are therein contained.

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(x) For the purpose of the proposed development, the Promoter has appointed Mr._____ of M/s._____, as its Lic.Surveyor for preparing the plans for construction of the said Building and _____ who is registered with the Council of Architects as its Architect and has entered into a standard Agreement with him and such Agreement is as per the Agreement prescribed by the Council of Architects.

(xi) The Promoter has appointed Mr._____ of M/s._____ as its structural Engineer for the preparation of the structural design and drawings of the said Building and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the said Building.

(xii) By Letter of Intent dated 24th August, 2006 bearing reference No. SRA/Eng/1133/MHL/GL/LOI of 2006, which was subsequently revised on 13th August 2010 , the Deputy Chief Engineer, Slum Rehabilitation Authority has principally approved grant of 3.245 FSI under the Development Control Regulation No.33 (10) as per Clause No.7, 8 of Development Control Regulation No.33 (10) and Appendix IV of amended Development Control Regulations for Greater Bombay 1991 out of which maximum FSI of 3 shall be allowed to be consumed on the said project Land on the terms therein contained. Hereto annexed and marked as **Annexure 'A'** is a Authenticated copy of the said Letter of Intent dated 24th August, 2006 and Letter of Intent dated 13th August, 2010

(xiii) By Letter of Approval for Temporary Transit Structure dated 16th November, 2006 under No. SRA/Eng/1133/N/MHL/GL/TR of 2006 the Executive Engineer, Slum Rehabilitation Authority, has

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granted permission to construct temporary transit structure on the said project Land for the temporary accommodation of the slum dwellers therein and on the terms and conditions therein contained. Hereto annexed and marked as **Annexure ‘B’** is a Authenticated copy of the said Letter of Approval for Temporary Transit Structure dated 16th November, 2006.

(xiv) The Promoter propose to develop the said project Land and construct multi-storeyed buildings comprising the Rehabilitation and Free Sale components on the said project Land. Separate buildings comprising the Rehabilitation component are proposed to be constructed for accommodating the slum dwellers/members of the said Project Land as shown in the layout plan annexed hereto . Another building comprising the free sale component will be constructed on the said project Land known as “Swaroop Residency” comprising of four wings i. e. Wing A-1, Wing A-2, Wing B-1 and Wing B-2, of stilt/ground , two level podiums and as many upper floors as may be permissible by the Municipal Corporation of Greater Mumbai, meant for residential purpose and the Promoter shall be selling and allotting the premises in the said building to be constructed on the said project land in accordance with the plans sanctioned by the concerned authorities. (Hereinafter referred to as “the said Building”)

(xv) The plans for the construction of the free sale building on the said project land have been sanctioned vide Intimation of Approval (IOA) dated 4th June 2012 under No.SRA/ENG/2614/N/MHL/GP/AP And subsequently amended on 28th May, 2015 under No.SRA/ENG/2614/N/MHL & GL/AP . The said plans shall be further amended from time to time in order

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to construct the additional area/floors planned for the said Building. Authenticated Copy of the said IOA dated 4th June 2012 and amended letter of IOA dated 28th May,2015 is annexed hereto and marked as **Annexure ‘C’**.

(xvi) By virtue of the said Development Agreement/ Power of Attorney the Promoter alone have the sole and exclusive right to sell, lease, allot or otherwise transfer the flats, open terraces, adjoining terraces to the premises/units, open/Basement/podium/stilt parking in the said building comprised in the free sale component to be constructed by them on the said project land and to enter into Agreements with the prospective purchasers and acquirers and to receive the consideration and sale price in respect thereof and to appropriate the same in such manner as they deem fit.

A. The Promoter has informed the Allottee, and the Allottee is made aware (i) that the development is of a huge plot of land under the SRA Scheme and so it will be developed in phases as per the permissions that will be granted from time to time; (ii) that the portion of the project land underneath each Sale Building/Wing (including the said Building) may not be equal to or proportionate to the FSI proposed to be utilized in the Sale Building/Wing and the Allottee hereby agrees, acknowledges and confirms such disproportionate utilization of FSI and shall not at any time dispute or object the same in any manner; and (iii) that the Allottee shall not insist upon a Lease/Sub-Lease/Assignment/Conveyance or any other document of assurance being executed of the said Building and/or the project land or part thereof in favour of the Sale

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Organization/s being a Society or condominium of apartments or Company or other association of individuals to be formed of the purchasers of the units/premises comprised in the said Building to be constructed on portion of the project land or to be formed of the purchasers of the units/premises comprised in all Sale Buildings/Wings, until the development of the entire project land, utilizing therein the entire FSI/TDR FSI/ fungible compensatory FSI or any other FSI by whatever name called, etc., is complete, however if appropriate permissions are granted by the concerned Slum authorities, then the Promoter may, at their sole option, execute and cause to be executed a Lease/Sub-Lease/Assignment/Conveyance or any other document of assurance as may be permitted, of the said Building in favour of the Sale Organization/s.

- B. As of date it is proposed to construct about 5 (five) Buildings/Wings, out of which two Buildings/Wings will be Sale Buildings/Wings (the said sale Buildings as mentioned above) consisting of part ground , part stilt plus as many upper floors and Wings as may be permitted by the concerned SRA authorities and three Buildings/Wings will be the Rehabilitaion Builidngs/Wings as shown in layout plan described below . The Promoter has represented to the Allottee and the Allottee is aware that the Promoters shall be constructing additional Buildings/Wings in the Rehab Component and/or Sale Component or additional upper floors in either or both Components, for the purpose of utilizing the entire FSI/TDR/fungible compensatory FSI or any other FSI by whatsoever name called and the entire development potential available in respect of the project land, whether now or in the future, in accordance with the permissions that may be sanctioned from time to time. The said two Sale

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Buildings/Wings and any further Sale Buildings/Wings that are permitted to be constructed on the project land shall hereinafter collectively be called the “**Sale Buildings/Wings**” and The three Rehab Buildings/Wings and any further Rehab Buildings/Wings that are permitted to be constructed on the project land shall hereinafter collectively be called the “**Rehab Buildings/Wings**”. The Rehab Buildings/Wings and the Sale Buildings/Wings shall collectively be called the “**New Buildings/Wings**”).

C. The Promoters have submitted a layout scheme in respect of the project land to the Slum Rehabilitation Authority (hereinafter referred to as the “**SRA**”) for necessary sanction. Annexed hereto and marked as **Annexure “D”** is a copy of the proposed layout plan. The proposed layout plan indicates the proposed position of the 5 (six) Buildings/Wings. It is expressly agreed between the Promoter and the Allottee that the Promoters have absolute discretion to alter the lay out plan or submit fresh layout plans and alter the position of the Buildings/Wings to be constructed on the project land, so long as the unit/premises intended to be sold to the Allottee is not affected. It is clarified by the Promoter that the aforesaid proposed layout plans, are liable to be amended or revised and/or changed by SRA and other concerned public bodies and authorities as also by Promoters. The Promoters reserve the right to do so and this right of the Promoters as also the right of the Promoters to amend the approved layout plans after they are approved, is hereby acknowledged and accepted by the Allottee.

C. The Promoter has registered the Project of development of the

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project land under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter called the “**said Act**”) along with Maharashtra Rules and Regulations, 2017 (hereinafter called the “**said Rules**”), with the Real Estate Regulatory Authority on _____, at _____ under No. _____ and the authenticated copy is attached herewith and marked as **Annexure E**.

- D. The Promoters have commenced the construction of the said Building on the project land in accordance with the plans sanctioned by the SRA
- E. Based on the aforesaid, the Allottee has applied to the Promoter for allotment to the Allottee of Flat No. _____ admeasuring _____ sq.ft. carpet area, on the _____ floor in the building known as “Swaroop Residency” comprised in the free sale component and requested the to be constructed on the said project land described in the First Schedule hereunder written, comprised in the Free Sale component of the Slum Redevelopment Scheme., The Promoter has also agreed to allot to the Allottee _____ Car Park Space/s No.____ in the stilt/stlit-stack/pit/open, in the said Building. The said Flat No. _____ on the _____ floor of the said Building shall hereinafter be called the “**said Apartment**” and the said _____ Car Park Space/s shall hereinafter be called the “**said Car Park Space/s**”. The said Apartment and the said Car Park Space/s are more particularly described in the **Second Schedule** hereunder written.

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- F. Relying upon the said application the Promoter hereby agrees to sell to the Allottee, the said Apartment and the said Car Park Space/s at the price and on the terms and conditions hereinafter appearing. ,
- G. The Promoters hereby retain the right to submit amended plans for approval to the concerned authorities from time to time, to enable the Promoters to construct the said Building and other Sale Buildings/Wings by exploiting the maximum development potential available for construction of the Sale Component on the project land.
- H. On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land, the Property Register Cards, the hereinbefore recited Agreements, deeds, documents, the sanctioned plans, LOI, Revised LOI, IOA, CC issued by SRA and of such other documents/ relevant records as are specified under the said Act and the said Rules.
- I. The authenticated copy of the Certificate of Title issued by the Attorney at law or Advocate of the Promoters certifying the right, title and interest of the Promoters to develop the project land, is annexed hereto and marked as **Annexure “F”**.
- J. The authenticated copy of the plan of the said Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority has been annexed hereto and marked as **Annexure ‘G’**
- K. The Promoters have got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections of the said Building and shall be obtaining the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or

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Occupancy Certificate of the said Building.

- L. While sanctioning the said plans the concerned officers of the said Authority and/or Government have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the project land including the said Building and upon due observance and performance of which only the completion and occupation certificates in respect of the said Building shall be granted by the concerned local authority.
- M. The carpet area of the said Apartment is _____ square meters and "carpet area" means the net usable floor area of the said Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the said Apartment.
- N. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- O. Prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs..... (Rupees) only, being part payment of the sale consideration of the said Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

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- P. Under Section 13 of the said Act the Promoter is required to execute a Written Agreement for Sale of the said Apartment with the Allottee, being in fact these presents and also to register the said Agreement under the Registration Act, 1908.
- Q. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Apartment.

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

1. The Recitals above, Annexures and Schedules in and to this Agreement form an integral part of this Agreement and are not repeated in the operative part only for the sake of brevity and the same should be deemed to be incorporated in the operative part also as if the same were set out hereinafter and reproduced verbatim, and in the interpretation of this Agreement and in all matters relating to the development of the project land, this Agreement shall be read and construed in its entirety.
2. It is specifically agreed and understood by the Allottee that the Promoters are and will be entitled to develop the project land, as a layout area in such phases as the Promoters may deem fit, under Regulation 33(10) or any other provisions of the Development Control Regulations for Greater Mumbai, 1991 and/or the draft Development Control Regulations, 2034 once it comes into force or any re-enactment,

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amendment or modification thereto from time to time and in accordance with such slum redevelopment Scheme as has been approved or may be amended and approved from time to time by the concerned authorities and construct such number of Rehab Buildings/Wings and Sale Buildings/Wings as may be sanctioned, wherein the Co-Promoters are entitled to utilize the inherent FSI, TDR FSI, the fungible compensatory F.S.I., permissible areas etc., along with any additional FSI by whatever name called, as may be permitted to be constructed on the project land, in accordance with the rules, regulations and policy/policies of the Government of Maharashtra/MCGM/Government/SRA authority or any other authorities, as may be in force from time to time, and utilise the same on the project land in such manner as may be deemed fit by the Co-Promoters. If the permitted floor space index or density is not consumed in the New Buildings/Wings to be constructed on the project land or any part of the FSI by whatever name called has remained unutilized or unconsumed by the Promoters on the project land, then the same will be available to the -Promoters and the Promoters shall be entitled to obtain Transferable Development Rights (T.D.R.) and sell or transfer or dispose off the same in such manner as the Promoters may deem fit in their entire discretion and the Allottee doth hereby accord his/her/their irrevocable consent for the same.

3. The Promoters have commenced and shall under normal conditions develop the project land in accordance with the said sanctioned Slum Redevelopment Scheme vide the Revised LOI being the Revised Letter of Intent No. SRA/Eng/1133/MHL/GL/LOI of 2006 dated 24th August, 2006, which was subsequently revised on 13th

Promoter	Allottee

August 2010, as may be revised from time to time and complete the construction of the said Building being the Sale Building/Wing comprised in the Sale Component, to be known as “Swaroop Residency” consisting of four wings i. e. Wing A-1, Wing A-2, Wing B-1 and Wing B-2, of stilt/ground , two level podiums and as many upper floors as may be permissible by the Municipal Corporation of Greater Mumbai, meant for residential purpose with car park spaces in the stilt/stilt-stack/ /open compound area being constructed on portion of the project land , more particularly described in the **First Schedule** hereunder written, in accordance with the plans and specifications as approved by the concerned local authorities, as amended from time to time.

3. (a) The proposed layout, design, elevation, plans etc., may be required to be amended from time to time or fresh layout may be required to be submitted by the Promoters and the Allottee has/have entered into the present Agreement knowing fully well that the scheme of development proposed to be carried out by the Promoters on the project land may take substantial time, therefore the -Promoters may require to amend, from time to time, the plans, lay out, design, elevation etc.,

(b) Accordingly, the Promoters have reserved to themselves the right in their absolute discretion to amend/alter/modify, from time to time, the layout/building plans of the Sale Buildings/Wings to be constructed on the project land (including the said Building) and also to put up additional storey's above the Sale Buildings/Wings (including the said Building) or construct annex Buildings/Wings joint to the Sale

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Buildings/Wings or add further Rehab Buildings/Wings and/or Sale Buildings/Wings and/or to delete from the layout any one or more of the Buildings/Wings, in accordance with such plans as are approved, amended and sanctioned from time to time by the concerned authorities, in such phases and in such manner as the Promoter may from time to time in their absolute discretion determine and the Allottee has no objection to the Promoter making such amendments.

(c) The Allottee herein confirms that he/she/they, the other purchasers and/or the Sale Organization/s that are to be formed by the purchasers of units in the Sale Buildings/Wings shall not be entitled to claim any share, right, title or interest in any such additional F.S.I. or TDR F.S.I. and/or fungible compensatory F.S.I. or any FSI by whatsoever name called nor in any benefit available by way of increase in FSI nor shall the Allottee be entitled to raise any objection whatsoever in respect of its use by the Promoter in any manner they may choose and all such FSI which may be available in respect of the project land shall be only for the use and utilization of the Promoters and the Allottee shall have no right and/or claim in respect of the same, whether during the time of commencement of construction or during construction or after construction of the said Building having been completed, until transfer of title of the Sale Buildings/Wings and portion of project land to the proposed Sale Organization/s in the manner contemplated in clause 20(a) hereafter. Such additional structures and storeys will be the sole property of the Promoter who will be entitled to dispose it off and the Allottee hereby irrevocably consents to the same. Under the circumstances aforesaid, the Allottee shall not be entitled to raise any objection or to any rebate and/or concession and/or abatement in the Total Price of the

Promoter	Allottee

said Apartment and the said Car Park Space/s agreed to be acquired by him/her/them and/or any compensation or damage on the ground of inconvenience or any other ground whatsoever. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the said Apartment hereby agreed to be sold to the Allottee, except for any alteration or addition required by any Government authorities or due to change in law.

4. (a) , The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee the said Apartment being the said Flat bearing Flat No. _____ admeasuring _____ sq.ft. carpet area, on the _____ floor in the building known as “Swaroop Residency” , on ownership basis, shown on the floor plan thereof annexed hereto and marked as **Annexure “H”** described in the Second Schedule hereunder written, at or for the lumpsum price of Rs._____/ - Rupees _____ only) which is inclusive of the sum of Rs._____/ - Rupees _____ only) being the proportionate price of the common areas and facilities appurtenant to the said Apartment.

(b) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee, from and out of the Promoter’s Car Park Spaces, the said Car Park Space/s being the ____ Car Park Space/s bearing No. ____ in the stilt/stilt-stack/pit/open in the said Building being the Sale Building/Wing to be known as “Swaroop Residency” ,

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being constructed on portion of the project land, for the consideration of Rs._____-/- (Rupees

_____ only). The said Car Parking Space/s is shown in red colour hatched lines, on the plan annexed hereto marked as **Annexure "I"**.

(c) The total aggregate consideration amount for the said Apartment and the said Car Parking Space/s is thus Rs._____-/- (Rupees

_____ only) (hereinafter called the **"Total Price"**.

(d) The Allottee has, out of the Total Price paid, on or before execution of this Agreement a sum of Rs._____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to the Promoter the balance amount of Rs..... (Rupees) in the following manner:-

(a) Rs._____-/- (Rupees _____

_____ only) on or before the completion of plinth of the said building comprised in the free sale component, time being of the essence of the contract;

(b) Rs._____-/- (Rupees _____

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_____ only) on or before the casting of the first slab (i.e. the Stilt slab) , time being essence of the contract;

(c) Rs._____/ - (Rupees _____

_____ only) on or before the casting of the second slab (i.e 1st podium slab) , time being essence of the contract;

(d) Rs._____/ - (Rupees _____

_____ only) on or before the casting of the third slab (i.e. 2nd Podium slab) , time being of essence of the contract;

(e) Rs._____/ - (Rupees _____

_____ only) on or before the casting of the fourth slab, time being of essence of the contract;

(f) Rs._____/ - (Rupees _____

_____ only) on or before the casting of the fifth slab, time being of essence of the contract;

(g) Rs._____/ - (Rupees _____

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_____ only) on or before the casting of the sixth slab, time being of essence of the contract;

(h) Rs. _____/- (Rupees _____

_____ only) on or before the casting of the seventh slab, time being of essence of the contract;

(i) Rs. _____/- (Rupees _____

_____ only) on or before the casting of the eighth slab, time being of essence of the contract;

(j) Rs. _____/- (Rupees _____

_____ only) on or before the casting of the ninth slab, time being of essence of the contract;

(k) Rs. _____/- (Rupees _____

_____ only) on or before the casting of the tenth slab, time being of essence of the contract;

(l) Rs. _____/- (Rupees _____

_____ only) on or before the casting of the eleventh slab, whichever is earlier, time being of essence of the contract;

Promoter	Allottee

(m) Rs. _____/- (Rupees _____
_____ only) on or before the casting of the
twelveth slab, time being of essence of the contract;

(n)Rs. _____/- (Rupees _____
_____ only) on or before the casting of
the thirteenth slab, time being of essence of the contract;

(o) Rs. _____/- (Rupees _____
_____ only) on or before the
casting of the fourteenth slab, time being of essence of the
contract;

(p)Rs. _____/- (Rupees _____
_____ only) on or before
the casting of the fifteenth slab, time being of essence of the
contract;

(q) Rs. _____/- (Rupees _____
_____ only) on or before the casting
of the sixteenth slab, time being of essence of the contract;

(r) Rs. _____/- (Rupees _____
_____ only) on or before the casting
of the seventeenth slab, time being of essence of the
contract;

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(s) Rs. _____/- (Rupees _____

_____ only) on or before
completion of brick work of the said Premises, time being of
the essence of the contract;

(t) Rs. _____/- (Rupees _____

_____ only) on or before completion
of plastering of the walls of the said Premises, time being of
the essence of the contract;

(u) Rs. _____/- (Rupees _____

_____ only) on or before
completion of the flooring of the said Premises, time being of
the essence of the contract;

(v) Rs. _____/- (Rupees _____

_____ only) on or before
completion of the plumbing and sanitary fittings in the said
Premises, time being of the essence of the contract;

(w) Rs. _____/- (Rupees _____

_____ only) on or before Installation
and fitting of the main door and window in the said Premises,
time being of the essence of the contract;

Promoter	Allottee

(x) The balance of Rs. _____/- (Rupees

_____ only) shall be paid to the Developers on the Developers notifying the Purchaser to occupy the said Premises, time being of the essence of the contract.

(e) The Total Price payable by the Allottee to the Promoter is subject to deduction of Tax Deducted at Source (TDS), at the rate of 1% (One Percent) of the total consideration under the provisions of Section 194-IA of the Income Tax Act, 1961 and such deducted amount shall be paid by the Allottee to the concerned authorities of the Central Government within [_____] days from execution hereof. Accordingly, the Allottee shall deposit such TDS in the Authorized Bank within _____ days from execution hereof and a copy of Challan received against the deposit of TDS shall be handed over by the Allottee to the Promoter and the TDS Certificate shall also be handed over to Promoter within the period stipulated under law.

(f) The Total Price above excludes Taxes consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied now or to be levied hereafter, under any act or statute of the Central Government, State Government, for or in connection with the construction of and carrying out of the

Promoter	Allottee

Project. Such Taxes shall be paid/reimbursed by the Allottee over and above the Total Price within seven days of demand made by the Promoter.

(g) 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 while raising a demand on the Allottee 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 Allottee.

(h) The Promoter/Co-Promoters shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said Building is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. 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 Allottee within forty-five days with annual interest at the rate of 9% per annum, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from

Promoter	Allottee

the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 5(a) of this Agreement.

(i) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his/her payments in any manner.

5. The Promoters agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Apartment.

6. Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Project and handing over the said Apartment to the Allottee, after receiving the Occupancy Certificate or the Completion Certificate or both, as the case may be in respect of the said Building. Similarly, the Allottee shall make timely payments of the instalments and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction of the said Building by the Promoter as provided in clause 5(d) herein above. (“Payment Plan”).

Promoter	Allottee

(a) The Promoter has submitted to the concerned Slum Redevelopment authority and got plans approved vide Intimation of Approval (IOA) dated 4th June 2012 under No.SRA/ENG/2614/N/MHL/GP/AP amended from time to time, and lastly amended vide

(b) The Promoter has as aforesaid represented to the Allottee that in the development of the said Building/the project land, the Promoter have planned to exploit fully the maximum plot development potential available in respect of the project land, by utilizing the entire Floor Space Index including base FSI, TDR FSI, fungible FSI, FSI available on payment of premiums, FSI available as incentive FSI by implementing various schemes as contained in the Development Control Regulations and FSI available by way of setback area or FSI that may be available based on expectation of increased FSI which may be available in future on modification to the SRA Act, the Mumbai Municipal Corporation Act, Bye-Laws, Development Control Regulations For Greater Mumbai, the Maharashtra Regional & Town Planning Act 1966, and/or all other applicable laws/Rules Regulations/ bye-law/statutes/policies/circulars, etc. or any change in policy, which are applicable to the Project.

(c) Thus the Promoter has disclosed to the Allottee that the said total built-up area of _____ square metres is presently proposed to be utilized by the Promoters in the construction of the said Building on portion of the project land in the Project and further FSI/TDR FSI by whatever name called shall also be constructed to enable the Promoter to

Promoter	Allottee

exploit the maximum development potential of the project land in the construction of the said Building and other Sale Buildings/Wings and so the Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the entire proposed FSI and on the understanding that the declared proposed FSI and any future FSI (by whatever name called) and the additional premises constructed from such future FSI shall belong to the Promoter only. The Allottee hereby specifically agrees that he/she/they/it shall co-operate with and give all facilities to the Promoter to enable them to carry out the said construction / additional construction work on the project land and the Allottee hereby agrees, confirms and undertakes not to hinder, obstruct or raise any objection in the construction of the phases or to the entrance and exit of the vehicles bringing in or taking away the building materials and/or to the storage of the building materials in portions of the project land and/or the workers using the lifts, staircase and other portions of the said Building and other Sale Buildings/Wings constructed or being constructed or to be constructed on the project land, for carrying out the work.

(d) The Promoter has represented to the Allottee that no sub-division of the project land or part thereof is envisaged and the Allottee agrees not to insist or demand or require the Promoter to obtain any sub-division of the project land.

(e) The Promoter has represented to the Allottee and made the Allottee aware that the project land may be clubbed or amalgamated with adjoining and neighbouring lands or the Slum Scheme in respect of the project land may be merged

Promoter	Allottee

with any other SRA schemes as permitted by the concerned SRA authorities , resulting in the increase in the area of the project land and accordingly an increase in the built-up area of both the Rehab Buildings/Wings and the Sale Buildings/Wings. So further Towers/Buildings/Wings for Rehab Component and Sale Component may be constructed. on the said Project Land The Allottee confirms that he/she shall not raise any objection to such amalgamations or clubbing leading to the increase in the area of the project land and in such case such increased area shall be deemed to be the area of the project land .

7. (i) If the Promoter fail to abide by the time schedule for completing the Project and handing over the said Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the Project, interest at the rate of 10% per annum, on the instalments of the Total Price paid by the Allottee, for every month of delay, till the handing over of the possession. If the Allottee fails to pay any installment of the Total Price and/or any amounts payable under these presents on the due date, then the Allottee agrees to pay to the Promoter, interest at the rate fixed at 2 percentage points above the State Bank of India's marginal cost of funds (the current benchmark lending rate for banks), per annum, on all delayed or defaulted amounts payable by the Allottee to the Promoter under the terms of this Agreement (including proportionate taxes, maintenance charges and outgoings payable in respect of the said Apartment) from the date the said amount is payable by the Allottee to the Promoter, till payment. Time for payment of

Promoter	Allottee

all amounts under these presents is of essence of the contract.

(ii) Without prejudice to the right of the Promoter to charge interest in terms of sub-clause 9(i) above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority, maintenance charges and other outgoings) and on the Allottee committing three delays or defaults of payment of the outstanding amounts on the due date, the Promoter, at its own option, may terminate this Agreement:

Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, 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 the Agreement. If the Allottee 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 Promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee within a period of thirty days of the termination, the instalments of sale consideration of the said Apartment which may till then have been paid by the Allottee to the Promoter, subject to adjustment and recovery of agreed liquidated damages for the sum of Rs._____/ - (Rupees _____ only) and the

Promoter	Allottee

aforesaid interest and any other amount which may be payable to Promoter. Upon such termination, the Allottee shall be left with no right, title, interest, claim or demand or dispute of any nature whatsoever either against the Promoter and/or the project land and/or over the said Apartment and the Promoter shall be fully entitled to sell, deal with and dispose off the said Apartment and all other rights and entitlements under this Agreement to any third party or deal with it in any other manner as the Promoter may in its sole discretion deem fit and proper.

8. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand or price range (if unbranded) to be provided by the Promoters in the said Building and the said Apartment are set out in **Annexure “J”**, annexed hereto.
9. The Promoter has represented to the Allottee that the Properties are being surveyed and will be disclosed to the Authority with proper demarcation of the project land dedicated for the redevelopment Project of the project land.
10. The Promoter shall give possession of the said Apartment to the Allottee on or before _____ day of _____. If the Promoter fail or neglects to give possession of the said Apartment to the Allottee by the aforesaid date then the Promoter shall be liable on demand, made in writing by the Allottee, to refund to the Allottee the amounts already received by the Promoter in respect of the said Apartment with interest at the same rate as may

Promoter	Allottee

mentioned in clause 9(i) herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of the said Apartment on the aforesaid date, if the completion of the said Building in which the Apartment is to be situated is delayed on account of reasons beyond the control of the Promoter including -

- (i) war, civil commotion or act of God including natural catastrophes such as flood, earthquake, hurricanes, tempest, typhoon, volcanic activities or any other natural calamity;
- (ii) any notice, circular, order, rule, notification of the Government and/or other public or competent authority/court;
- (iii) Any litigation or injunction or order from any court or forum or concerned or competent authority, whereby the Promoter/Co-Promoters are prevented or restrained from carrying on the construction work.

11. **(i) Procedure for taking possession** - The Promoter, upon the grant of the Occupancy Certificate from the competent authority and payments made by the Allottee as per this Agreement including the entire Total Price and all other payments/deposits, shall offer in writing the possession of the said Apartment, to the Allottee in terms of this Agreement to be taken within 15 (fifteen) days from the

Promoter	Allottee

date of issue of such notice and the Promoter shall give possession of the said Apartment to the Allottee. The Promoter agree and undertake to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agrees to pay the taxes, maintenance charges and outgoings as determined by the Promoter, within the time period specified by the Promoter as stated hereafter. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the Occupancy Certificate of the Project.

(ii) The Allottee shall take possession of the said Apartment within 15 (fifteen) days of the written notice from the Promoter to the Allottee intimating that the said Apartment is ready for use and occupancy. The Promoter shall not be liable for any loss caused by fire, riot, strikes, earthquakes or due to any other cause whatsoever after the expiry of 15 (fifteen) days from notifying the Allottee to take possession of the said Apartment or from the date the Allottee takes possession of the said Apartment, whichever is earlier.

(iii) **Failure of Allottee to take Possession of the said Apartment:** Upon receiving a written intimation from the Promoter as per clause 13(i), the Allottee shall take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and required by the Promoter, and the Promoter shall give possession of the said Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in

Promoter	Allottee

clause 13(i) above, then too the Allottee shall be bound and liable to pay the taxes, maintenance charges and outgoings as applicable, without any dispute or objection, from the expiry of 15 (fifteen) days from the Promoter offering the possession of the said Apartment as per clause 13(i).

(iv) If within a period of five years from the date of handing over the said Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said Apartment or the said Building in which the said Apartment is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at their own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the said Act. Provided that the Promoter will not be liable for rectifying any defects in the said Building if the purchasers/allottees of the said Building have made any structural changes and/or any changes which are against the SRA/MCGM rules and regulations and/or which are in violation of the approved plans in his/her flat and/or in the said Building and have tampered or permitted the tampering of his/her flat and/or the said Building. The Allottee hereby agrees and undertakes not to carry out any structural alteration of any nature whatsoever in the said Apartment or any part of the said Building without obtaining the prior consent in writing of the Promoter Provided further if after the date on which the Allottee has/have taken possession of the said

Promoter	Allottee

Apartment, any damage due to interior changes and other wear and tear of whatsoever nature is caused to the said Apartment, the Promoter shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Allottee and the Allottee alone shall be liable to rectify and reinstate the same at his/her/its/their own costs

12. The Allottee shall use the said Apartment or any part thereof or permit the same to be used for residential purpose only. He/She shall use the Car Parking Space/s only for purpose of keeping or parking his/her vehicle.

13. (a) The Co-Promoters propose to form independent and separate Sale Organization/s i.e. co-operative societies and/or Companies and/or Condominiums of Apartments or any other associations of individuals, in respect of each Sale Building/Wing to be formed by the persons holding units/premises in each Sale Building/Wing (including in respect of the said Building), if such formation is permitted by the concerned authorities and under the law then prevailing. It is also proposed by the Promoters that the Sale Organization/s that may be formed in respect of all the Sale Buildings/Wings shall form an Apex Body of the Sale Organization/s, if so permitted by the concerned authorities under the law then prevailing (hereinafter called the “**Apex Body**”).

(b) However, if the Promoter do not decide to form independent and separate Sale Organizations of the

Promoter	Allottee

purchasers and acquirers of premises in the Sale Buildings/Wings or if the same are not permitted under law, then the purchasers and acquirers of units/premises in the Sale Buildings/Wings (including the Allottee herein) shall be bound and liable to join such Sale Organization/s as may be decided to be formed by the Promoter as per the law then prevailing.

The Allottee along with other allottees of apartments in the said Building shall join in forming and registering the Sale Organization/s being a Society or Association or a Limited Company or a Condominium of Apartments to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Sale Organization/s and for becoming a member, including the bye-laws of the proposed Sale Organization/s and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the Sale Organization/s of purchasers/allottees of the said Building. No objection shall be taken by the Allottee if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association, 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.

It is expressly agreed that the Allottee shall, along with the other purchasers/allottees of the said Building, be entitled to the common areas and facilities set out in the Third Schedule

Promoter	Allottee

hereunder written. It is hereby clarified that the areas mentioned in the Third Schedule written hereunder under the heading Common Areas and Facilities only shall be common facilities and the Co-Promoters shall be entitled to declare all other areas as restricted or reserved areas and facilities including those mentioned in the **Fourth Schedule** hereunder written and alienate and dispose off the same in such manner as the Co-Promoters think fit and proper.

14. Till the proposed Sale Organization/s is formed, the Co-Promoters may, at their discretion be entitled to form an adhoc committee for managing the said Building and hand over the management to such adhoc committee. It is hereby clarified that no right of any nature shall be created in favour of such adhoc Committee.

15. Upon such formation and registration, the Sale Organization/s shall take over the Administration and maintenance of the said Building from the Promoter or the ad-hoc committee as the case may be. Even after the formation of the Sale Organization/s, the Promoters shall be entitled to complete the development of the entire Project on the project land by utilizing the entire development potential including the FSI, TDR FSI, the fungible compensatory FSI, set back area and all areas and benefits and sell the unsold flats/units, car park spaces and other spaces in the said Building and the other Sale Buildings/Wings to be constructed on the project land. Such allottees shall be entitled to become members of the Sale Organization/s, without payment of any transfer charges or administrative costs or any other cost, charge or expense except membership fees and share money. The Promoter

Promoter	Allottee

shall if necessary, become members of the Sale Organization/s in respect of their respective rights and benefits.

16. (a) Within (i) three months from the date of issue of the Occupancy Certificates of the Sale Buildings/Wings, or (ii) 51% of the total number of allottees in the said Building have paid full consideration to the Co-Promoters, whichever is earlier, the Promoter shall execute and cause the Municipal Corporation of Greater Mumbai and other concerned authorities to execute: (i) deed/document of transfer of title of each Sale Buildings/Wings to the proposed Sale Organization/s to be formed by the purchasers of units/premises of the respective Sale Buildings/Wings (as per the permissions that may be granted); and (ii) deed/document of transfer of title in respect of part of the project land (subject to the reservation of Municipal Primary School and D.P. Road), (as per the permissions that may be granted); or (iii) deed or document of transfer of title of the Sale Buildings/Wings and/or portions of the project land in such other manner as the Promoter may deem fit and in accordance with the law then prevailing. Such deed or document may be a Lease or Sub-lease or assignment or conveyance or any other type of deed or document.

(b) The transfer deeds/documents shall, if the Promoter so deem fit, identify the built-up area/FSI utilized to construct each Sale Buildings/Wings and the transfer document shall be restricted only to the extent of such utilized built-up area/FSI and not to the balance and/or future FSI (which shall continue to remain vested in the Co-Promoters, as per their respective rights). The Allottee confirms that he/she is aware that the portion of the project land underneath each

Promoter	Allottee

Sale Building/Wing may not be equal to or proportionate to the FSI proposed to be utilized in each Sale Buildings/Wings (including the said Building) and the Allottee hereby agrees, acknowledges and confirms such disproportionate utilization of FSI and shall not at any time dispute or object the same in any manner.

(c) If a Deed/s of Lease or Deed/s of Sub-Lease is executed, then the lease period and/or the sub-lease period shall be for such term as may be permitted by the concerned authorities and for such premium as is charged by the concerned authorities and no objection in this behalf shall be taken by Allottee herein and/or the other purchasers and acquirers of units/premises in the said Building and/or the proposed Sale Organization/s. The Allottee herein and the other purchasers and acquirers of units/premises in the said Building and the proposed Sale Organization/s upon its formation and registration, shall be bound and liable to pay the premium and/or the lease or sub-lease rent/ground rent/extra ground rent, to the concerned authorities.

(d) The Allottee hereby expressly agrees to accept transfer of the title by the Promoter in respect of the said Building in such manner as the Promoter may deem fit and shall not require the Promoter to transfer the title in respect thereof or in respect of part of the project land in any particular manner. Provided that after transferring the title to the Sale Organization/s as aforesaid, the Promoter shall continue to have rights and entitlement to market, book, sell, offer to sell, allot to any person the unsold premises/units, car park spaces and other spaces and realize the consideration monies from such purchasers/allottees, without any

Promoter	Allottee

restriction to entry to the said Building and the other Sale Buildings/Wings and development of common areas. Such purchasers/allottees shall be entitled to become members of the Sale Organization/s, without payment of any transfer charges or administrative costs or any other cost, charge or expense except membership fees and share money.

(e) At the time of registration of the aforesaid deed/s or document/s of transfer of the said Building and/or portion of the project land to the Sale Organization/s to be formed *inter alia* by the purchasers and acquirers of the said Building (subject to the rights of the allottees of Apartments in the said Building), the Allottee shall pay to the Promoters, the Allottee's share of stamp duty and registration charges payable, by the Sale Organization/s on such deed/s or document/s or instrument of transfer.

17. In the event any portion of the project land being required by the Reliance Energy Ltd./Tata Power/any other Electric Company, for putting up an Electric sub-station, then the Promoter shall be entitled to give such portion to the said Electric Company or any other body for such purpose, on such terms and conditions as the Promoter shall think fit.

18. (a) Within 15 (fifteen) days after notice in writing is given by the Promoter to the Allottee that the said Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said Apartment) of outgoings in respect of the said Building/all Sale Buildings/Wings/portion of the project land/Project, namely local taxes, N.A. taxes, betterment charges,

Promoter	Allottee

Development charges, or such other levies by the concerned local authority and Government, water charges, insurance, common lights, salaries of clerks, accountants, bill collectors, liftmen, chowkidars, pump man, sweepers, expenses necessary and incidental to the repairs and maintenance of various common equipments that may be installed or to be installed in the said Building and the other Sale Buildings/Wings or on the project land, including water pumps, lifts, Sewage Treatment Plants, gutters and rain water pipes, storm water drains, water pipes and electric wires in under or upon the said Building and other Sale Buildings/Wings used by the purchasers/allottees of the said Building and other Sale Buildings/Wings in common and the main entrances, passages, landings, lifts and staircases of the said Building and other Sale Buildings/Wings etc., and all other expenses necessary and incidental to the management and maintenance of the said Building and other Sale Buildings/Wings and the project land. The Promoter hereby directs the Allottee that until the Sale Organization/s of the purchasers and acquirers of the said Building/all Sale Buildings/Wings is/are formed and the said Building/Sale Buildings/Wings is/are transferred to it/them, the Allottee shall pay such proportionate share of taxes and outgoings as may be determined by the Promoter, by cheques drawn in favour of the Promoter, who shall be opening a maintenance account in his name to be operated by him and depositing such taxes and outgoings in such account.

(b) The Allottee further agrees that till the Allottee's share is determined the Allottee shall, as hereby requested and

Promoter	Allottee

directed by the Promoter, pay to the Promoter provisional monthly contribution of Rs._____/- (Rupees

_____ only) per month towards the outgoings. Such provisional monthly contribution shall be paid by the Allottee regularly on the 5th day of each and every month in advance and the Allottee shall not withhold the same for any reason whatsoever. The amount so paid shall not carry any interest and remain with the Joint Promoter until the deed or document of transfer is executed in favour of the Sale Organization/s, out of which required amounts will be utilized by the Promoter towards payment of Municipal Taxes, maintenance charges and other outgoings. Upon the formation and registration of the proposed Sale Organization/s of the purchasers and acquirers of the said Building/all Sale Buildings/Wings and the said Building/Sale Buildings/Wings is/are transferred to it/them, the Allottee shall pay such proportionate share of taxes, maintenance charges and outgoings to the proposed Sale Organization/s. It is the express intention of the parties that irrespective of the fact whether the Allottee takes possession of the said Apartment or not, the Allottee shall without any dispute or objection pay and discharge his/her share of outgoings including all taxes levied by the MCGM, maintenance and other charges and taxes as may be applicable from the expiry of 15 days from the Promoter offering the possession of the said Apartment to the Allottee and the decision of the Promoter as regard the time, period and the proportion of the amount demanded shall be conclusive, final and binding upon the Allottee. On such deed or document of transfer of title being

Promoter	Allottee

executed in favour of the Sale Organization/s, the Promoter shall furnish to the proposed Sale Organization/s a statement of accounts of the monies received and spent by him and pay over the aforesaid deposits (less deduction towards Municipal Taxes, maintenance charges and other outgoings and other deductions provided for in this Agreement) to the Sale Organization/s.

19. The Allottee shall on demand made by the Promoter and in any event prior to taking or before delivery of possession of the said Apartment pay to, keep deposited with the Promoter, the following amounts, as and by way of Pre-Possession charges:-

- (i) Rs.100/- or such other amount as applicable towards membership/entrance fee of the Sale Organization/s (non-refundable);
- (ii) Rs.500/- or such amount as applicable towards share money (non-refundable);
- (iii) Rs. for legal charges (non-refundable);
- (iv) Rs..... Towards deposit for Water, Electric, and other utility and services mater and connection charges and miscellaneous expenditure in that behalf (non-refundable);
- (v) Rs _____ for deposits of electrical receiving and Sub-Station provided in Layout/project land (non-refundable).
- (vi) Rs. for proportionate share of taxes, maintenance charges, outgoings and other charges/levies in respect of the project land and the said Buildings [being approximately 12 (twelve) months maintenance

Promoter	Allottee

charges, taxes and outgoings at the rate of
Rs._____/ - (Rupees _____

only) per month].

20. The Allottee shall utilize the said sum of Rs. / - (Rupees _____ only) mentioned at Serial No.24(iii) for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Co-Promoters in connection with formation of the Organization and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the deed or documents of transfer of title.
21. The Allottee agrees and understands that if the expenses under any of the heads mentioned in clause 24 (i) to (v) are less, then the same shall be paid by the Allottee to the Promoter as and when called upon by the Promoter. The Allottee agrees and understands that the Promoter shall not be called upon to render any account in respect of the amounts mentioned at Serial Nos.(i), (ii) (iii) (iv) and (v) above.
22. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the purchasers/allottees as expendable deposit being the amount mentioned in clause 24(vi) above, which the Promoter shall be entitled to utilize for the payment of the Allottee’s proportionate share of taxes, maintenance charges, outgoings and other charges/levies. The Allottee agrees and understands that if the expenses under clause 24 (vi) are less, then the same shall be paid by the Allottee to the Promoter as and when called upon by the Promoter.

Promoter	Allottee

23. The Promoter shall if necessary, become member/s of the Sale Organization/s in respect of their respective rights and benefits/the unsold Apartments and the Promoter and shall be responsible for the payment of the proportionate municipal taxes in respect of such of their respective apartments which are unsold. If the Promoter and/or the Joint Promoter assign and dispose off such rights and benefits and units at any time to anybody, the assignee, transferee and/or the purchasers thereof shall become the member/s of the Sale Organization/s in respect of the said rights and benefits and apartments. The Allottee hereby agrees and undertakes not to raise any objection or requisition to admit such assignee or transferee as the member of the Sale Organization/s and the Sale Organization/s and/or its Members (including the Allottee herein) shall not levy any transfer fee or charges under any nomenclature upon the Promoter and /or on any of the assignees or transferees, except membership fees and share money.

24. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows:

i. The Promoter have in themselves, pursuant to the Development Agreement, the Powers of Attorney executed in pursuance thereof, the requisite rights to carry out development of the project land and also have actual, physical

Promoter	Allottee

and legal possession of the project land for the implementation of the Project;

ii. The Promoter have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project;

iii. The Promoters have taken project finance from Bank Of Baroda (Khar West Branch) for developing the said project land and Noc for sale of the said flat has been taken by the promoters from Bank Of Baroda (Khar West Branch) prior to execution of this sale agreement.

iv. There are no encumbrances upon the project land or the Project except those disclosed in the title report and the charge of the Bank of Baroda as mentioned above ;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and the said Building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and the said Building shall be obtained by following due process of law and the Promoter have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, the said Building and common areas;

vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or

Promoter	Allottee

thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

vii. 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 project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

ix. The Promoter have 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 said Project to the competent Authorities;

x. 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 project land) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

Promoter	Allottee

25. The terrace above the top floor of the said Building shall belong to the holders of premises in the said Building and its use shall be as regulated by the Sale Organization/s.

26. The Allottee himself/herself/themselves with intention to bring all persons into whosoever hands the said Apartment may come, hereby covenants with the Promoter as follows :-

- i. To maintain the said Apartment at the Allottee's own cost in good and tenantable repair and condition from the date the Allottee is notified to take possession of the said Apartment and shall not do or suffer to be done anything in or to the said Building in which the said Apartment is situated, staircase or any passages, which may be against the rules, regulations or bye-laws of concerned local or any other authority or change/alter or make addition in or to the said Building in which the said Apartment is situated and the said Apartment itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building in which the said Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the said Building in which the

Promoter	Allottee

said Apartment is situated, including entrances of the said Building in which the said Apartment is situated and in case any damage is caused to the said Building in which the said Apartment is situated or the said Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. To carry out at his/her own costs all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the said Building in which the said Apartment is situated or the said Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authorities.

iv. Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Apartment or any part thereof, nor close the Verandahs or lounge or balconies nor any alteration in the elevation and outside colour scheme of the said Building in which

Promoter	Allottee

the said Apartment is situated and/or change the exterior façade of the said Building, floor lobby, common passage windows, fittings, fixtures and other specifications in the common areas in the Project or the tiling / layout in / of the compound of the said Building or the said Project or make any change in the landscaping, gardens or any part of the project land in any manner, whatsoever, so as to alter the original appearance thereof, as provided by the Promoter, at the time of giving possession and shall keep the walls and portion, sewers, drains and pipes in the said Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the said Building in which the said Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Apartment without the prior written permission of the Promoter and/or the Sale Organization/s. In case there shall be any damage to the adjoining or neighbouring flats/units or to the flats/units situated below or above the said Apartment (inclusive of leakage of water and damage to the drains) on account of any alterations made by the Allottee in the said Apartment (whether such alterations are permitted by the Promoter, the Sale Organization/s and/or concerned Authorities or not) the Allottee shall at his/her/their/its own costs and expenses repair such damage (including recurrence of such damages);

Promoter	Allottee

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the said Building in which the said Apartment is situated or any part thereof or other Sale Buildings/Wings or whereby any increased premium shall become payable in respect of the insurance.

- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the said Building in which the Apartment is situated or any part thereof or other Sale Buildings/Wings. The Allottee shall not keep any goods or belongings outside the said Apartment or in any other part of the said Building and/or the other Sale Buildings/Wings and/or the project land;

- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his/her share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the said Building in which the said Apartment is situated.

- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority.

Promoter	Allottee

ix. The Allottee shall not let, sub-let, under-let, transfer, assign, sell, convey, gift, exchange, give on leave and licence, mortgage, charge or in any way encumber or deal with or dispose off or part with the Allottee's interest or benefit factor of this Agreement and/or in the said Apartment and/or part with the possession of the said Apartment or any part thereof till the proposed Sale Organization/s is formed and registered and until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up and only if the Allottee had not been guilty of, breach of or non-observance of any of the terms and conditions of this Agreement and until he/she/they/it obtain/s previous consent in writing of the Promoter to such transfer of the Allottee's interest and such transfer shall be only in favour of the transferee as may be approved by the Promoter, Provided however, that for the purpose of performing the obligations arising out of this agreement and for payment of the consideration monies in respect of the said Apartment to the Promoter, if the Allottee intends to borrow loan from any financial institution, bank and/or his/her/their employer on the security of the said Apartment, then in that case the Allottee can give the said Apartment as security by obtaining prior written consent from the Promoter. Provided that the Allottee shall not transfer or assign the benefit of this agreement to any third party or person for a period of twelve months from the date of execution hereof and/or without the prior consent in writing of the Promoter obtained in that behalf. The Allottee shall also pay to the Promoter two percent transfer charges/fees on each transfer.

Promoter	Allottee

vii. The Allottee shall observe and perform all the terms and conditions and covenants contained in this Agreement and all the rules and regulations which the Sale Organization/s 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 apartments therein and the other Sale Buildings/Wings and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies and shall attend to, answer and be responsible for all actions and violations of all the terms and conditions, covenants, rules and bye-laws and shall keep the Co-Promoters indemnified against any breach thereof by the Allottee.

viii. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Sale Organization/s regarding the occupancy and use of the said Apartment in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

ix. Till the completion of the Project of development in respect of the project land on portion of which the said Building in which the said Apartment is situated, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project

Promoter	Allottee

land or any part thereof to view and examine the state and condition thereof and for the purpose of making, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition all services, drains, pipes, cables, water covers, gutters, wires, party walls, structure or other conveniences belonging to or serving or used for the said Building and the other Sale Buildings/Wings and also for purpose of laying down, maintaining, repairing and also for purpose of cutting off essential services including water supply to or any of the apartments, as the case may be, shall have made default in paying his/her share of taxes, maintenance charges etc.,

- x. The Allottee shall not do or permit or suffer to be done anything in or upon the said Apartment or any part of the said Building or the other Sale Buildings/Wings and/or the project land which is or may or which in the opinion of the Promoter, is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining premises/units or the neighbourhood and the Allottee shall forthwith remove the same on being called upon to do so by the Promoter/the Sale Organization/s and in the event the Allottee fails to remove the said obstruction/nuisance it may be removed by the Promoterthe Sale Organization/s at the costs, risk and consequences of the Allottee, provided always that the Promoter shall not be responsible to the Allottee for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the

Promoter	Allottee

occupants of the adjoining premises/units of the said Building or the other Sale Buildings/Wings and the Allottee shall not hold the Promoter so liable.

- xi. The Allottee shall not, at any time, create or do or cause or permit any public or private nuisance in or upon the said Apartment or any part of the said Building or the other Sale Buildings/Wings or the project land or any part thereof nor shall he/she do anything which will cause annoyance, inconvenience, suffering, hardship or disturbance to the remaining occupiers of the said Building and/or the other Sale Buildings/Wings and/or to the Promoter or Joint Promoter or occupants of neighboring property nor use or permit to be used the said Apartment for any illegal or immoral or unlawful purpose. The space provided for the entrance of the said Building shall be used as entrance only and the Allottee shall not use the same in any other way except for entering the said Building.

- xii. The Allottee shall not any point of time demand partition of his/her interest in the project land and/or the said Building. It is hereby agreed and declared by the Allottee that his/her interest in the said Apartment and in the said Building/project land is impartible and it is agreed that the Promoter shall not be liable to execute any other document in respect of the said Apartment in favour of the Allottee;

- xiii. The Allottee shall not discharge, dump, leave or burn nor to cause or permit the discharging, dumping,

Promoter	Allottee

leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the said Apartment and/or said Buildings or the other Sale Buildings/Wings or the project land nor litter or permit any littering in the common areas of the project land or around the said Apartment and/or the said Building or the other Sale Buildings/Wings and at the Allottee’s own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated at the said Apartment and/or the said Building to the requirement and satisfaction of the Promoter and/or relevant government and statutory authorities;

- xiv. The Allottee shall not do either by himself/herself/themselves/itself or any person claiming through the Allottee anything which may or is likely to endanger or damage said Building or the other Sale Buildings/Wings or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the said Building/other Sale Buildings/Wings. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound, gate, or any other facility provided in the said Building;
- xv. The Allottee undertakes to install air-conditioner/s in the said Apartment, only in the space defined/identified by the Promoter for the same, and shall strictly observe and comply with all the terms and conditions, if any, which may be imposed by the Promoter, in respect of the same;

Promoter	Allottee

- xvi. Not to shift or alter the position of either the kitchen, the water drain piped system or the toilets which would affect the drainage system of the said Building in any manner whatsoever;
- xvii. Not to change alter or modify the lift landings and lift lobbies outside the said Apartment or any part/s thereof;
- xviii. Not to put the Signage Board and/or Name Plate in common areas of the said Building/project land and/or at place of the external surface of the said Building or any other Sale Buildings/Wings, save and except at the place explicitly provided by the Promoter;
- xix. Not to fix any television or wireless mast or aerial or dish antenna from outside of window or exterior wall of the said Apartment or at any place which affect the exterior façade or elevation of the said Building in any manner whatsoever;
- xx. Not to hang clothes, garments or any other things from the windows, grills, balcony/ies, terrace/s appurtenant to the said Apartment;
- xxi. The Allottee is aware and hereby confirms that as per the Layout, the Promoter will be required to handover/surrender to the concerned authority public roads and school (reserved portions) and the same shall be required to be utilized as per the terms of the applicable laws;

Promoter	Allottee

xxii. The Allottee agrees/s that the terms and conditions set out in this Agreement shall supersede all earlier applications, discussions, writings, etc.

27.(a). The Allottee also agrees that the Allottee shall not misuse the ornamental projections, if any, of the said Building or the other Sale Buildings/Wings and neither shall the Allottee object to the development of the neighbouring plot with deficiency in open spaces or AVS.

(b) The Promoter has disclosed the Undertakings which have been executed by it in favour of the SRA/Municipal Corporation of Greater Mumbai to the Allottee and the Allottee hereby confirms that he/she/they/it is aware of the contents thereof and hereby agrees that the same is binding on the Allottee.

28. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or of the project land and the said Building or the other Sale Buildings/Wings or any part thereof. The Allottee shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him/her upon the Allottee complying with the terms herein contained, and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, compound, common areas and facilities in the Project will remain the property of the Promoter until the said structure of the said Building is transferred to the Sale Organization/s and until the project land is transferred to the Apex Body to be formed of all the

Promoter	Allottee

Sale Organization/s as hereinbefore mentioned, but subject to the rights of the Promoter as mentioned herein.

29.CREATION OF MORTGAGE OR CHARGE

The Promoter shall even after execution hereof be entitled to borrow additional funds over and above the already borrowed funds from the said Bank of Baroda(Khar West Branch) as mentioned above and avail of project finance facility/loan against the security of the project land and some of the apartments in the said Building or the other Sale Buildings/Wings, borrow funds, create mortgage, encumber, sell or otherwise deal with or dispose off its right, title and interest or part thereof in the project land and the apartments in the said Building or in the other Sale Buildings/Wings to any person or persons as it deems fit, however, such borrowings and dealing with shall be subject to the rights of the Allottee in respect of the said Apartment hereby agreed to be sold to the Allottee. The Allottee shall in no manner take any objection to the same and gives his/her irrevocable consent for the same. The loans that may be borrowed by the Promoter are on principal to principal basis and shall not affect the right of the Allottee in respect of the said Apartment hereby agreed to be sold to the Allottee. After the Promoter executes this Agreement it shall not mortgage or create a charge on the said Apartment 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 Allottee who has taken or agreed to take the said Apartment.

Promoter	Allottee

30. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers 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 Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt from the Promoter and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of receipt of the Notice by the Allottee, the application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

31. ENTIRE AGREEMENT

Promoter	Allottee

The Allottee hereby expressly admits that no terms, conditions, particulars or information, whether oral, written or otherwise given or made or represented, including those contained or given in any advertisement, leaflet or brochure, or in any correspondence or other writing or document, by the Promoter and/or its agents to the Allottee and/or his/her agents, other than such terms, conditions and provisions as are contained or incorporated in this Agreement, shall be deemed to form part of this Agreement or to have induced the Allottee to enter into this Agreement. 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, documents, brochures, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment.

32. RIGHT TO AMEND

This Agreement or any provision hereof cannot be orally changed, terminated or waived. This Agreement may only be amended through written consent of the Parties. Any changes, amendments, alterations, modifications or additional provisions must be set forth in writing in a separate agreement duly signed by both the parties expressly recording such intention and agreement between the parties.

Promoter	Allottee

33. 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 Allottee 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 nor shall the same in any manner prejudice the rights of the Promoter hereunder.

34. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEE

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 Allottee of the said Apartment, in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes.

35. The Allottee has confirmed and assured the Promoter that prior to entering into this Agreement he/she has read and understood the applicable law and its implications thereof in relation to the various provisions of this Agreement.

36. In case the Allottee has to pay any commission or brokerage to any person for services rendered by such person to the Allottee for acquiring the said Apartment, the Promoter shall in no way whatsoever be responsible or liable thereof and no such commission or brokerage shall be deductible

Promoter	Allottee

from the amount of sale price agreed to be payable to the Promoter for the said Apartment. Further the Allottee undertakes to indemnify and hold the Promoter free and harmless from and against any or all liabilities and expenses in this connection.

37. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under 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 the applicable law and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

38. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other allottees of the Sale Buildings/Wings in the Project, the same shall be in proportion to the carpet area of the said Apartment to the total carpet area of all the Apartments in the Sale Buildings/Wings in the Project

39. FURTHER ASSURANCES

Promoter	Allottee

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition 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.

40. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter at the Promoter’s Office or at some other place, which may be mutually agreed between the Promoter and the Allottee, and after the Agreement is duly executed by the Allottee 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.

41. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D. and notified Email ID at their respective addresses specified below:

Name of the Promoter: M/S. ASHOKA DEVELOPERS,

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Promoter	Allottee

Promoter’s Address: A/7, Raj Niketan Building , S V Road , Goregaon West, Mumbai – 400062.

Telephone Nos. _____

Name of Allottee:_____

Allottee’s Address: _____

Notified Email ID:_____

Telephone Nos._____

It shall be the duty of the Allottee 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 A. D. failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

Promoter	Allottee

42. JOINT ALLOTTEE

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as properly served on all the Allottees.

43. Stamp Duty and Registration:- The charges towards stamp duty and Registration and all other incidental costs, charges, outgoings and expenses including penalty, if any, payable in respect of this Agreement and on any document executed in pursuance hereof shall be borne by the Allottee. The Allottee shall also pay the proportionate stamp duty and registration charges on the deed or documents or instrument of transfer in respect of part of the project land, the said Building and the other Sale Buildings/Wings, to be executed in favour of the Sale Organization/s.

44. Dispute Resolution :- Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, it shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the said Act, i.e. the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

45. GOVERNING LAW

Promoter	Allottee

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Mumbai courts will have the jurisdiction for this Agreement.

46. This Agreement shall always be subject to the provisions of the Maharashtra Apartment Ownership Act (Maharashtra Act, No.XV of 1971) and the rules made thereunder.

47. The PAN of the parties is as follows:

Sr.No.	Name	PAN NO.
1.	M/S.ASHOKA DEVELOPERS	
2.		

IN WITNESS WHEREOF the Parties hereinabove have set and subscribed their respective hands and seals to this Agreement for sale at Mumbai in the presence of attesting witness, signing as such on the day and year first hereinabove written.

Promoter	Allottee

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Description of the project land)

ALL that piece or parcel of land herditaments and ground situate at Laxmi Nagar, Andheri Ghatkopar Link Road, Near Canara Engineering Company, Ghatkopar (East), Mumbai 400 075 bearing CTS Nos. 184 (Part) and 230 of Village Ghatkopar, Taluka Kurla being part of the MHADA's estate at Ghatkopar Laxmi Nagar within the Registration Sub-District Kurla at Chembur, District Mumbai Suburban, within Greater Mumbai admeasuring 6549.25 sq.mtrs. or thereabouts and bounded as follows:-

On or towards the North: By land bearing CTS No.____;

On or towards the South: By land bearing CTS No.____;

On or towards the West: By land bearing CTS No.____;

On or towards the East: By land bearing CTS No.____;

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Description of the said Apartment & Car Park Space/s)

ALL THAT the Apartment bearing Flat No. _____ admeasuring _____ sq.ft. carpet area on the _____ floor and [_____] Car Park Space/s bearing No. _____ situated in the stilt/stilt-stack/pit/open in the Building known as "Swaroop Residency",

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Promoter	Allottee

being constructed on the Project Land more particularly described in the First Schedule hereinabove written.

THE THIRD SCHEDULE ABOVE REFERRED TO:

COMMON AREAS AND FACILITES

- (i) Entrance lobby and foyer of the building.
- (ii) Staircase of the building including main landing, for the purpose of ingress and egress but not for the purpose of storing or for recreation or for residence or for sleeping.
- (iii) The landing is limited for the use of the purchasers of the units located on that particular floor and for visitors thereto but is subject to means of access for reaching the other floors, available to all owners and visitors.
- (iv) Electric meters and water meter/s connected to common lights, water connections, pump set etc.
- (v) Underground tank or tanks of water of adequate capacity with water pumps connected with overhead water tanks and motors.
- (vi) Society office, in accordance with the permissions granted by the Municipal Authorities.

THE FOURTH SCHEDULE ABOVE REFERRED TO

RESTRICTED AREAS AND FACILITIES

- (i) Terraces adjacent to the units shall belong to the acquirer of such units and they shall have exclusive right to use, occupy, enjoy and possess the same.
- (ii) All areas not covered under “common areas and facilities” including open spaces, terraces, parking spaces are restricted

Promoter	Allottee

area and facilities and the Promoter has absolute right to dispose off the same to any person/s in the manner the Promoter deems fit and proper.

Signed and Delivered by the
withinnamed **“Promoter”** M/S.
ASHOKA DEVELOPERS., through its
Partner, MR.
[_____]*presence*
of:

WITNESSES:

1. Name _____
Signature_____

2. Name_____

Signature _____

Promoter	Allottee

SIGNED AND DELIVERED by the]
withinnamed "**THE ALLOTTEE**"]
MR./MRS./MS._____]
_____]]
_____]]
in the presence of.]

WITNESSES:

1.

Name _____

Signature_____
2.

Name_____

Signature _____

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Promoter	Allottee

RECEIPT

Received of and from the withinnamed)
Allottee the sum of Rs. _____/-)
(Rupees _____ Only)
as and by way of earnest money or deposit
by cheque / Pay order / Demand)
Draft bearing no. _____)
Dated _____, dawn on)
_____ Bank,)
_____ Branch)
paid by him/her to us, as within mentioned.....)

Witnesses:

1.

WE SAY RECEIVED :

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Promoter	Allottee