

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("**this Agreement**") made at Mumbai on this ____ day of _____, Two Thousand and _____.

BETWEEN

Bombay Slum Redevelopment Corporation Private Limited, (previously known as 'Bombay Slum Redevelopment Corporation Limited') a company incorporated under the Companies Act, 2013, having its registered office at 605, Trade Centre, Bandra-Kurla Complex, Bandra (E), Mumbai - 400051, 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 and assigns) of the **ONE PART**;

AND

_____, adult, Indian Inhabitant, residing at _____ hereinafter referred to as "**the Purchaser**" (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **OTHER PART**;

The Promoter and the Purchaser(s) are hereinafter individually referred to as "**a Party**" and collectively as "**the Parties**".

WHEREAS:

- A. The Government of Maharashtra was the Owner of or otherwise well and sufficiently entitled to inter alia all that piece or parcel of land or ground bearing CTS No. 886 (pt) in the Registration Sub-District of Bandra Mumbai Suburban District, situated at Link Road, Opp. Orchid Suburbia, Kandivli (West), Mumbai 400 067, admeasuring approximately 4043.25 square meters, more particularly described in the **First Schedule** hereunder written and delineated on the plan hereto annexed and marked as **Annexure "A"** and hereinafter referred to as "**the Larger Property**".
- B. It appears that on the Larger Property, there were 147 numbers of structures ("**the said Structures**") constructed which were occupied

by slum dwellers ("**the said Occupants**") and as per Annexure II, 120 structures have been held eligible for rehabilitation out of which 115 structures are residential, 2 structures are residential-cum-commercial and 3 commercial structures, and as per Letter of Intent dated 27th December, 2012, ("**LOI**") issued by the Slum Rehabilitation Authority bearing No. SRA/ENG/2729/RS/STGL/LOI, there are 39 project affected persons ("**PAP**") out of which 27 are prov. PAP and 12 are MMRDA PAP.

- C. The said Occupants of the said Structures have formed a registered society by the name of "Kandivali Adarsh Nagar (SRA) Co-Operative Housing Society Limited" ("**the Society**"). All the eligible occupants of the said Structures have become members of the Societies ("**the said Society Members**").
- D. By and under the minutes of the general body meeting of the Society dated 16th October, 2001, the said Society Members agreed to appoint the Promoter as the developer for the purpose of redevelopment of the Larger Property.
- E. By and under an unregistered Development Agreements dated 13th April, 2002, executed between the Promoter and the Society, on the terms and conditions specified therein, the Society granted to the Promoter, the right to construct a new building/s upon the Larger Property which would inter alia comprise of rehabilitation component wherein the said Society Members would be rehabilitated entirely at the cost and expenses of the Promoter, on the terms and conditions more particularly provided therein.
- F. By and under a General Power of Attorney notarized on 3rd July, 2002, executed by the Managing Committee of the Society in favour of the nominees of the Promoter (i.e. Mr. Kiran H. Hemani and Mr. Rajesh C. Mehta), the said Managing Committee granted the nominees of the Promoter the right to do and carry out all such acts, deeds, matters and things for and on their behalf, as more particularly provided therein.
- G. Subsequently, approximately 95% of eligible slum dwellers have given consent to the SRA scheme and/or have individually entered into Agreements for Free Tenements with the Promoter for the building to be constructed on the Larger Property, under the Slum Rehabilitation Scheme.
- H. By and under the Letter of Intent dated 28th March, 2005, bearing No. MMRDA/SRA/LOI-53/PL/R-S/2005, issued by Mumbai

Metropolitan Region Development Authority (“**MMRDA**”) in favour of the Promoter, the Floor Space Index (“**FSI**”) of 2.289 was approved for the proposed S.R. Scheme under DCR 33 (10) on the said Larger Property admeasuring 4043.25 square meters, subject to the terms and conditions mentioned therein, subject to final demarcation and sub-division by City Survey Officer or such other competent authority.

- I. By and under a letter dated 21st December, 2005, issued by the Collector of Mumbai Suburban District to the Society, the Government of Maharashtra, through the Collector of Mumbai Suburban District gave its no objection for the proposed redevelopment of the said Larger Property, subject to the terms and conditions mentioned therein.
- J. Subsequently by and under a LOI dated 27th December, 2012, bearing No. SRA/ENG/2729/RS/STGL/LOI, issued by the Slum Rehabilitation Authority (“**SRA**”) in favour of the Promoter, the FSI was revised to 2.91, subject to the terms and conditions mentioned therein.
- K. Pursuant to the aforesaid, in accordance with the sanctioned lay out plan dated 15th September, 2014, bearing No. SRA/ENG/702/RS/STGL/LAY, SRA has demarcated from and out of the said Larger Property in the following manner:
 - (i) an area admeasuring approximately 1159.59 square meters, forming a part of the Larger Property on which the Promoter shall construct building/s for the purpose of rehabilitation of eligible occupants (“**Rehabilitation Plot**”) subject to final demarcation by City Survey Officer or such other competent authority;
 - (ii) an area admeasuring 1325.95 square meters, forming a part of the Larger Property and more particularly described in the Second Schedule hereunder written and delineated on the plan hereto annexed and marked as **Annexure “__”** (hereinafter referred to as the (“**the said Property**”), on which the Promoter proposes to construct for the purpose of free sale, multistoried building/s having Ground and 23 Upper or more Floors consisting of 3 layers of mechanical car parking, residential flats, parking tower (“**the Parking Tower**”), and other premises in the building to be named as ‘LOGIN’ (“**Free Sale Building**”) subject to final demarcation by City Survey Officer or such other competent authority.
 - (iii) an area admeasuring approximately 1381.70 square meters, forming a part of the Larger Property is demarcated for DP Road; and

- (iv) an area admeasuring approximately 176.01 square meters, forming a part of the Larger Property is demarcated for access Road.
- L. By and under an Intimation of Approval dated 16th January, 2013, bearing No. SRA/ENG/2972/RS/STGL/AP, issued by the SRA in favour of the Promoter, SRA approved the proposal of construction of the Rehabilitation Building No. 1 on the Larger Property subject to the terms and conditions mentioned therein.
- M. By and under a Commencement Certificate dated 22nd November, 2013, bearing No. SRA/ENG/2972/RS/STGL/AP, issued by SRA in favour of the Promoter, SRA approved the commencement of construction of the Rehab Building upto Plinth level on the Larger Property, subject to the terms and conditions provided therein. Subsequently, on 30.10.2015, SRA has by way of endorsement on the commencement certificate, granted its permission for work on the Rehabilitation Building upto full height i.e Ground floor to terrace floor including super structures i.e. OHWT, LMR & Staircase Rome of Rehab building no. 1 as per approved plan dated 27.10.2015.
- N. By and under an Intimation of Approval dated 29th November, 2014, bearing No. SRA/ENG/3167/RS/STGL/AP, issued by SRA in favour of the Promoter, SRA approved the proposal of construction of the Sale Building on the Larger Property, subject to the terms and conditions provided therein.
- O. By and under a Commencement Certificate dated 17th April, 2015, bearing No. SRA/ENG/3167/RS/STGL/AP (Sale bldg. no. 2) issued by SRA in favour of the Promoter, SRA approved the commencement of construction of the Sale Building on the Larger Property upto plinth level, subject to the terms and conditions provided therein. Subsequently, on 22.12.2017, further C.C. extended upto 16th floor level, as per approved plan dated 05.02.2016;
- P. By and under a letter dated 5th February, 2016, bearing No. SRA/ENG/3167/RS/STGL/AP, issued by SRA in favour of the Promoter, SRA approved the amended plans with respect to the Sale Building on the Larger Property, subject to the terms and conditions provided therein.
- Q. The Promoter has appointed Grit Architectural Consultancy Pvt. Ltd. as Architects, registered with the Council of Architects and have

entered into a standard agreement with such architects in the form prescribed by the Council of Architects and have also appointed a Structural Engineer for the design and construction of the Free Sale Building.

- R. The Promoter alone has the sole and exclusive rights to sell the flats/shops/tenements/premises in the Free Sale Building on the said Property and to enter into agreements with the purchasers thereof and to receive the consideration in respect thereof;
- S. The construction of the Free Sale Building on the said Property proposed by the Developer, has been registered as a 'real estate project' with the Real Estate Regulatory Authority ("**Authority**"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("**RERA**") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("**Registration Rules**") and the Regulations. The Authority has duly issued Certificate of Registration No.[P51800006953] dated [16/08/2017] for the Project, and a copy of the RERA Certificate is annexed and marked as **Annexure** hereto.
- T. The Purchaser, demanded from the Promoter and the Promoter has given to the Purchaser, inspection of all the documents relating to the said Property, as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction Sale Management and Transfer) Act, 1963 ("**MOFA**") and RERA (hereinafter collectively referred to as "**the Acts**") and the Rules and Regulations made thereunder for the state of Maharashtra and the Purchaser has perused the aforesaid documents and has entered into this agreement knowing fully well and understanding the contents and the implications thereof;
- U. The Purchaser has satisfied himself about the title of the said Property and shall not make any further investigation in that behalf and no requisition or objection shall be raised on any matter relating thereto and the Purchaser hereby accepts the title of the said Property. Before execution hereof, the Purchaser has visited and inspected the said Property and familiarized himself/herself with the scheme of development of the said Property;
- V. Further, the Purchaser consents and acknowledges that in addition to the plans sanctioned /approved by the SRA by and under the IOA and the CC, the Owner proposes to construct, in the future, upto 23 storeys on the said Property, subject to the approvals from the SRA and the concerned authorities in accordance with the proposed plans

and specifications. The details of such future proposed construction have been certified and permitted / or will be certified and permitted under the RERA certificate.

W. The photocopies of:

- (1) the certificate of title of M/s. Kanga & Co. dated 23rd March 2016 are hereto annexed and marked as **Annexure "___"**.
- (2) the Property Register Card hereto annexed and marked as **Annexure "___"**.
- (3) the Intimation of Approval dated 29th November, 2014 in respect of the Free sale building hereto annexed and marked as **Annexure "___"**.
- (4) the Commencement Certificate dated 17th April, 2015 in respect of the Free Sale Building hereto annexed and marked as **Annexure "___"**;
- (5) the plan of the Premises agreed to be purchased by the Purchaser hereto annexed and marked as **Annexure "___"**;

X. Save and except as provided herein, the title of the said Property is clear, marketable and free from all encumbrances and Certificate of Title dated _____ has been issued by Kanga & Co Advocates & Solicitors. A copy of the said Certificate of Title is annexed hereto and marked as **Annexure "___"**.

Y. The Purchaser has, prior to the date hereof, examined the copy of the RERA Certificate available on the website of [https://maharera.mahaonline.gov.in.](https://maharera.mahaonline.gov.in/), copy whereof is annexed herewith and marked as **Annexure '___'**.

Z. The Promoter has got approved from the concerned local authority, the plans, the specifications, elevations, sections and details of the Free Sale Building.

AA. While sanctioning the said plans, the SRA/concerned local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and upon due observance and performance of which only, the completion and occupation certificates in respect of the Free Sale Building shall be granted by the SRA and the concerned local authority.

BB. The Promoter has, accordingly, commenced construction of the Free Sale Building in accordance with the said plans.

- CC. The Purchaser has offered to purchase from the Promoter, Flat no. _____ admeasuring about _____ **Square meters** equivalent to _____ **square feet** as per RERA (the carpet area as per the Development Control Regulations, 1991 is _____ square meters equivalent to _____ square feet) on the __**th** floor of the Free Sale Building known as "**LOGIN**" shown by red color outline on the plan annexed hereto as **Annexure-"__"** and more particularly described in the Third Schedule hereunder written (hereinafter collectively referred to as the '**said Premises**') and as incidental thereto shall be entitled to [__ (____)] car parking space in the Parking Tower/mechanical car parking;
- DD. For the purpose of the said Agreement as per the provisions of RERA, the definition of "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment. Further, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the Purchaser; and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the Purchaser.
- EE. The Promoter will develop and provide the common amenities and the infrastructural requirements to the said Property, as per the rules and regulations of the local competent authorities;
- FF. The Promoter herein has registered Indenture of Mortgage dated 28th day of March, 2018, bearing registration No. BRL18-4229-2018, in favour of Vistra Trustship Ltd., the Promoter has inter alia mortgaged the Free Sale Building namely 'LOGIN' on the said Property on the terms and conditions specified therein. As per the terms of the said Agreement dated 28.03.2018 all the payments are required to be deposited in Escrow Account drawn in favour of "BSRCPL LOGIN COLLECTION Escrow A/c no. 57500000048652" by the Purchaser/s and further the Promoter will obtain release letter from the Mortgagee. The Promoter has assured the Purchaser that they will obtain the NOC from Mortgagee for this transaction of Sale of the said Flat by the Promoter to the Purchaser/s.
- GG. Any further/additional FSI/Transferable Development Rights ("**TDR**") and all other advantages, benefits, profits and privileges that shall become available in respect of the said Property will be utilized in the construction of additional flats, tenements, premises, etc., in the Free Sale Building and the Promoter, exclusively will be entitled to

obtain and acquire such FSI/TDR and utilize the same in the construction of such additional flats, tenements, premises, etc., having similar amenities and specifications before the conveyance to the Society.

- HH. The Promoter will always be entitled to get amended and sanctioned the building plans for the construction of additional flats, tenements, premises, etc., in the Free Sale Building on the said Property by utilizing the additional unutilized FSI and/or FSI credit by way of TDR or otherwise and the Promoter shall be exclusively entitled to deal with the same, in any manner it chooses, including by selling and transferring the same;
- II. By and under certificate of incorporation dated 11th February, 2016, "Bombay Slum Redevelopment Corporation Limited" was converted into a private limited company by the name "Bombay Slum Redevelopment Corporation Private Limited", under section 18 of the Companies Act, 2013.
- JJ. Relying upon such offer and application, the Promoter has agreed to sell to the Purchaser and the Purchaser has agreed to purchase the said Premises for a lump sum consideration of **Rs. _____/- (Rupees _____ Only) ("Consideration")** and on the terms and conditions as hereinafter appearing; on or before the execution of these Presents, the Purchaser has paid to the Promoter, a sum of **Rs. _____/- (Rupees _____ Only)** as earnest money for the said Premises (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) leaving a sum of **Rs. _____/- (Rupees _____ Only)** being the balance to be paid in the manner appearing in **Sixth Schedule**.
- KK. Under the Acts, the Promoter is required to execute a written agreement for sale of the said Premises, being in fact these Presents and also to register these Presents under the Registration Act, 1908.
- LL. In this Agreement, the term "**Premises**" shall include the shops/residential flats/tenements/premises and any other premises hereby agreed to be sold/allotted and the term "**Purchaser**" shall include purchaser of shops/residential flats/tenements/ premises or purchasers of any other premises hereby agreed to be sold / allotted and shall also include the plural and feminine gender of the term "**Purchaser**".

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

1. The recitals above shall always form an integral operative 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. Capitalized terms used but not defined in this Agreement shall, unless the context otherwise requires, have the respective meanings ascribed thereto or in the recitals of this Agreement.
2. In this Agreement where the context admits:
 - (a) any reference to any statute or statutory provision shall include: all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and
 - (b) such provision as from time to time amended, modified, re-enacted or consolidated (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced.
 - (c) any reference to the singular shall include the plural and vice-versa;
 - (d) any references to the masculine, the feminine and the neuter shall include each other;
 - (e) any references to a "company" shall include a body corporate;
 - (f) the word "Business Day" would be construed as a day which is not a Sunday, or a public holiday or a bank holiday under the Negotiable Instruments Act, 1881 either at Mumbai, or any place where any act under this Agreement is to be performed;
 - (g) the schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it. Any references to Clauses, Sections and Schedules are, unless expressly provided otherwise, to clauses, sections of and schedules to this Agreement. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of clauses, sections and schedules in which the reference appears;

- (h) references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
- (i) the expression "this Clause" shall, unless followed by reference to a specific provision, be deemed to refer to the whole clause (not merely the sub-clause, paragraph or other provision) in which the expression occurs;
- (j) each of the representations and warranties provided in this Agreement are independent of the other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;
- (k) in determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a Business Day, then the period shall include the next following Business Day;
- (l) the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- (m) references to a Person (or to a word importing a Person) shall be construed so as to include:
 - (i) an individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal personality);
 - (ii) that Person's successors in title and assigns or transferees permitted in accordance with the terms of this Agreement; and
 - (iii) references to a Person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives.
- (n) where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words.

3. The Promoter is in the process of constructing a multistoried building known as "LOGIN", comprising of Ground and 23 Upper or more Floors consisting of 3 layers of mechanical car parking, parking tower, residential flats and other premises in the building (referred to as the "**Free Sale Building**"), on all that piece and parcel of land forming part of the Larger Property and admeasuring approximately 1325.95 square meters, bearing C.T.S No. 886 (pt) (subject to actual demarcation by the competent authority) and more particularly described in the **Second Schedule** hereunder written and delineated on the plan hereto annexed and marked as Annexure "A" (hereinafter referred to as the "**said Property**") in accordance with the plans, designs, specifications approved by the MCGM/SRA in terms of the Development Control Regulations, 1991 and which plans, designs and specifications have been seen and approved by the Purchaser/s.
4. The Purchaser/s hereby agree/s to purchase from the Promoter and the Promoter hereby agrees to sell/allot to the Purchaser/s, the Premises bearing **Flat no.** _____ admeasuring approximately _____ **Square meters** equivalent to _____ **square feet** or thereabouts (carpet area) (The carpet area as per the Development Control Regulations, 1991 shall be _____ **square feet**) on the ___th **floor** in the Free Sale Building currently under construction more particularly described in the Third Schedule hereunder written and delineated on the plan hereto annexed and marked as **Annexure" G"** (hereinafter referred to as the "**said Premises**") for a lump sum consideration of **Rs.**_____/-(**Rupees** _____**Only**) (hereinafter referred to as **Consideration**) to be paid in the manner hereinafter appearing, which sum includes the proportionate price for the right to use and enjoy the common areas which include *inter-alia* open areas, lifts, landings, corridors, compounds, or any other common areas or portions of the Free Sale Building on the said Property as more particularly set out in the **Fourth Schedule** hereunder written (hereinafter referred to as the "**Common Areas**") and the exclusive right to use [____ (_____)] car parking space to be allotted in the multi-level mechanical car parking area/Parking Tower on the said Property. The Purchaser/s hereby agree that the Consideration is exclusive of all taxes to be levied (which shall be borne and paid by the Purchaser/s alone, as per applicable rules and policies in force, from time to time). The Purchaser/s shall be entitled to use and enjoy in common, with the purchasers of the other premises in the Free Sale Building, the Common Areas. The Promoter will also provide in the said Premises, the fixtures, fittings and amenities as set out in the **Fifth Schedule** hereunder written.

5. The Purchaser/s hereby agree/s to pay to the Promoter, the Consideration of **Rs.**_____/**-(Rupees** _____**Only)** in the manner as more particularly described in the **Sixth Schedule** hereunder written (time being the essence of the contract).
6. The Consideration shall be escalated/increased due to any increases 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 Promoters shall accordingly raise a demand on the Purchaser/s for increase in the development charges, costs or levies imposed by the competent authorities, etc., which shall be applicable only to subsequent payments. Save and except what is stated in this Agreement, the Consideration shall be escalation-free.
7. The Consideration mentioned herein are as per the current estimated cost for construction of the said Premises. If the cost of raw materials required for construction of the said Premises escalates from the present rates, then the Promoter shall be entitled to receive pro-rata reimbursement of escalated costs from the Purchaser/s.
8. The Consideration mentioned herein to be paid by the Purchaser/s has been calculated inter alia on the basis of the consents, representations and covenants made that the Purchaser/s have granted including but not limited to their irrevocable and binding consent to make any such variations, alterations, amendments or deletions as may be provided in this Agreement. In the event that the Purchaser/s withdraw their consent or in the event the validity of the same is challenged, then the amount of Consideration stated herein shall automatically stand enhanced to include any direct and/or indirect loss, damage, claim, expenditure suffered by the Promoter due to such consent not being granted to the Promoter.
9. It is specifically agreed that, the Consideration includes the proportionate price of Common Areas which is notional and the same is not subject to change even if the percentage of undivided share of the said Premises in the Common Areas increases or decreases; the intent of the Parties being that the said Premises are sold to and purchased by the Purchaser/s with all the appurtenant rights for the Consideration. The Purchaser/s hereby authorize/s the Promoter to make changes in the percentage of the undivided share of the said Premises in the Common Areas in the event of there being any change in the layout plan of the said Property and or the building plans of the Free Sale Building to be constructed on the said Property.
10. The Purchaser/s is/are aware that Goods and Services Tax ("GST")/MGST is applicable to the sale transaction contemplated

herein. In compliance of the aforesaid, the Purchaser/s hereby agree/s to pay to the Promoter GST/MGST at the applicable rate and/or any additional amount (due to enhancement in the percentage of GST levied by Central and/or State Government), if any, being the amount payable towards GST/MGST and/or such other taxes as and when demanded by the Promoter. The Purchaser/s hereby agree/s to pay to the Promoter, the said amount together with any increase thereto and/or interest and/or penalty, if any, that may be levied on the payment of the GST /MGST when demanded by the Promoter;

11. It is hereby further agreed that in addition to the said GST as described hereinabove, in the event of any amount becoming payable now or in the future by way of levy or premium, taxes, cess, fees, charges, sales tax, value-added tax, service tax, capital gains tax, goods and services tax and/or any other taxes, dues, duties, imposition, premium, surcharge, fees, or any other charges levied by state and/or central government (if and when made applicable), or any other tax by whatever name called (hereinafter collectively referred to as the "**said taxes**"), at the time of execution or registration of this Agreement and/or any time prior hereto and/or hereafter to any authority or to the State Government or to the Central Government or in the event of any other payment of a similar nature, save and except the tax on income of Promoter, arising out of or in connection with transaction contemplated hereby, the Purchaser/s shall be solely liable to bear and pay the same and the Promoter shall not be liable for the same.
12. The Promoter shall not be liable to refund any amounts paid by the Purchaser/s towards service tax, value added tax, capital gains tax and/or any other taxes, cess, dues, duties, imposition, premium, surcharge, fees, levies or any other charges levied by state and/or central government (hereinafter collectively referred to as the "**said taxes**") on the Consideration and on other amounts specified herein or to pay to the Purchaser/s any interest, compensation, damages, costs or otherwise thereon. The said amounts shall be accepted by the Purchaser/s in full satisfaction of all his/her/their/its claims under this Agreement and/or in or to the said Premises. The Purchaser/s hereby irrevocably agree/s and undertake/s to pay the amounts for the said taxes to the Promoter or the concerned authorities within a period of 7 (seven) days from making the payment of each installment to the Promoter or from the date of the Promoter calling upon the Purchaser/s to do so, whichever is earlier, and without any delay or demur.
13. In the event that under any applicable laws, the Purchaser/s is/are required to deduct tax at source from the Consideration to be paid under the sale transaction contemplated herein, the Purchaser/s shall within the time prescribed by the provisions of Income Tax Act

1961, and the rules framed thereunder or any other applicable law for the time being in force, deduct and pay the same and shall duly carry out all such filing and provide all such certificates and documents in relation to the same, as may be required under any such applicable law and within the time provided in such applicable law. The Purchaser/s hereby agree/s to indemnify and keep indemnified the Promoter and all its employees and personnel against any losses that may be sustained by them due to the breach of any of the terms of this Clause. It is further clarified that non-payment of the amount of the deduction of tax at source to the concerned authorities or non-furnishing by the Purchaser/s of the requisite certificate of deduction of tax at source to the Promoter shall be deemed to be a breach equivalent to non-payment of Consideration and shall accordingly attract the appropriate consequences provided in this Agreement including termination of this Agreement;

14. Notwithstanding anything contained in this Agreement, it is specifically agreed that time for making the payments of the installments of the Consideration as mentioned in the **Sixth Schedule** is strictly of the essence of this contract and any delay by the Purchaser/s in making the said payment/s for any reasons whatsoever and howsoever arising shall forthwith render this Agreement voidable at the sole and exclusive option of the Promoter without any further act and/or reference and/or recourse to the Purchaser/s and in the event of the Promoter so treating this Agreement void, the Promoter shall be entitled to forfeit the earnest money and shall refund the balance amounts till then received by the Promoter from the Purchaser/s without interest thereon and thereupon the Promoter shall also be free and entitled in its own right to deal with the said Flat and the Promoter's rights therein, in any manner as the Promoter in its sole discretion deems fit. The Purchaser/s agree/s to pay the total amounts payable under the terms of this Agreement as and when they become due and payable. The Promoter shall intimate the Purchaser/s through a notice demanding payment of the installment of the Consideration payable by the Purchaser/s within such period as maybe specified in such notice, which notice shall be sent to the Purchaser/s by the Promoter when the same falls due as per Sixth Schedule. It is agreed between the Parties hereto that the notice to be forwarded by the Promoter to the Purchaser/s that a particular stage of construction is commenced or completed shall be sufficient proof that a particular stage of construction is commenced or completed. The Promoter is not bound to give any further notice or intimation requiring any such payment and the failure thereof shall not be pleaded as an excuse for non-payment of any amount/s due on the respective due dates or events.

15. It is clarified that the Consideration shall be payable by the Purchaser in the **BSRCPL LOGIN COLLECTION Escrow A/c no.**

57500000048652 maintained with [HDFC] Bank, [Kalina,] Branch with IFSC Code [HDFC0001573] or such other bank account/s as the Promoter may identify from time to time. All other amounts, deposits, taxes, charges, cesses etc. payable by the Purchaser under this Agreement, shall be paid into the Bank Account of the Promoter.

16. For this purpose, the Promoter may raise appropriate demand notices for payment upon the Purchaser, specifying the amount out of each installment of the Consideration to be paid into the abovementioned bank account/s. The Purchaser shall pay the same within 7 days of the date of such a demand notice. Further, the Promoter is not bound to give any notice requiring such payment and the failure thereof, shall not be a plea, or an excuse for non-payment of any amount or amounts on their respective due dates.
17. The Free Sale Building shall be constructed in accordance with the plans and designs approved by the SRA and/or concerned local authority and specifications drawn by the Promoter which have been seen and approved by the Purchaser/s with such variations and modifications as the Promoter may deem fit or as may be required by the SRA and/or concerned local authority, provided that the Promoter shall have to obtain prior consent in writing of the Purchaser/s, only in respect of such variation or modifications, which may adversely affect the said Premises.
18. It is agreed by and between the Parties that the Promoter shall have full power and absolute authority, if so permitted by the concerned authorities, to make additions to and/or construct additional building/s or structure/s or wing/s on the said Property and/or additional storey/s in the said Building including *interalia* as recited above and such additional building/s/ structure/s/ wing/s/ storey/s shall be the sole, exclusive and absolute property of the Promoter. The Promoter shall be entitled to dispose off such additional building/s/structure/s/wing/s/storey/s in such manner as the Promoter may deem fit and proper in its sole and absolute discretion. The Promoter shall be entitled to amend/alter/modify the layout plan of the said property by virtue of the amalgamation or otherwise howsoever as the Promoter may be or become entitled; as also construct additional building/s/ structure/s/wing/s/storey/s on the said Property or any portion or portions thereof and the Promoter shall be entitled to dispose off the premises in such additional building/s/ structure/s/ wing/s/ storey/s as the Promoter may deem fit proper in its sole and absolute discretion. The Purchaser hereby confirms and consents to the irrevocable and unfettered right of the Promoter to construct the said Free Sale Building and other structures (if any) on the said Property and/or additional floors on the said Free Sale Buildings being constructed on the said Property in the manner deemed fit by the Promoter without any further or other consent or concurrence in

future and these consents and confirmation shall be treated as irrevocable No Objection ("NOC") consent, permission given by the Purchaser, under sections 7 and 7A of MOFA and Section 14 of the RERA or any amendment shall be deemed to have been complied herewith.

19. The Promoter shall observe, perform and comply with all the terms conditions, stipulations and restrictions, if any, subject to which the concerned local authorities have sanctioned the plans or thereafter and Shall obtain from the SRA or any other concerned local authority, occupation and/or completion certificate in respect of the said Premises.
20. In the event that there is any residual FSI in the said Property or the layout, not consumed, the same shall be available to the Promoter till the Building Completion Certificate is granted for all the proposed buildings to be constructed on the whole of the said Property and until the development potential of the said Property is completely exhausted and the Purchaser/s shall not object to the same for any reason whatsoever and howsoever whether or not the Purchaser/s has/have taken possession of the said Premises.
21. The Promoter shall have an irrevocable right and the Purchaser hereby expressly consents and confirms that the Promoter will always be entitled to utilize all FSI and/or TDR, fungible FSI, and/or any other rights, benefits including floating rights which may be available on the said Property or any other property or properties, as the case may be, and until the entire F.S.I. and/or TDR and/or fungible FSI and/or all other rights, benefits including floating rights which may be available on the said Property and any other adjoining or other properties,
22. In addition to the above, the Promoter has further informed to the Purchaser/s that as per the prevailing rules and regulations of the Development Control Regulations Act., 1991 as may be amended or replaced from time to time and/ or Municipal Corporation of Greater Mumbai or by reason of any special concession being granted by the Municipal Corporation or any other Authorities (including F.S.I. available in lieu of the D.P. Road, Setback Reservations Slum, Heritage, etc.), the Promoter is additionally entitled to purchase and load TDR/FSI on the said Property for construction purposes and the Promoter shall be carrying out the construction activities on the said Property as per the discretion of the Promoter.
23. The Purchaser/s hereby expressly agree/s, confirm/s and declare/s as follows:
 - (a) If, after the date on which the Purchaser/s has/have taken possession of the said Premises, any damage of whatsoever

nature is caused to the said Premises due to any negligence, act or omission of the Purchaser/s, neither the Promoter nor its contractor(s) shall be held responsible for the cost of reinstating or repairing the same and that Purchaser/s alone shall be responsible for the same.

- (b) the available/unutilized or additional/balance FSI, if any, or the TDR in respect of the said Property or any other advantage, benefit, profit or privilege which is now available or which may become available in respect of the said Property on account of relaxations, modifications or amendments to the building regulations or as a result of any special concession that may be granted by the concerned local authorities and/or the Government of Maharashtra or otherwise, howsoever, will be dealt with in such manner as may be decided solely by the Promoter.
- (c) the Promoter or its assigns or nominees or any other person appointed by the Promoter shall be entitled to use, utilize and consume such additional/balance FSI or TDR or any other such advantage, benefit, profit or privilege in respect of or arising out of the said Property or any part or portion thereof, by constructing a vertical extension or horizontal extension to the Free Sale Building or any part thereof or by construction of additional premises, tenements and parking spaces, etc., elsewhere on the said Property and the Purchaser/s will not raise any objection thereto.
- (d) For the purposes of construction of additional flats, tenements premises, etc., and to utilize such additional or further FSI/TDR or other benefits, etc., as aforesaid, the Promoter or its assigns or nominees or any other persons appointed by the Promoter will always be authorized and entitled to construct

columns, beams, pillars and other external supports and members of the Free Sale Building and the Purchaser/s will not raise any objection thereto.

- (e) The Purchaser/s hereby expressly agree/s that all necessary facilities, assistance and co-operation will be rendered by the Purchaser/s to the Promoter to enable the Promoter to make any addition and alteration and/or to raise additional floor or floors or structures in accordance with the amended or modified plan sanctioned by the local authorities. The Purchaser/s hereby further agree/s and undertake/s that after the proposed Organization is registered, the Purchaser/s as a member/s thereof, shall and will, accord his/her/their/its unconditional irrevocable consent to enable the Promoter to construct additional floors above the Free Sale Building or any part thereof and also change the user thereof and also for the aforesaid purposes to shift the water tanks, etc., on upper floors or floor when so constructed and the Purchaser/s will permit the Organisation to grant to the Promoter full facilities, assistance and co-operation in that behalf.
- (f) The fixtures, fittings and amenities to be provided by the Promoter in the Free Sale Building and the said Premises are those that are specified in the **Fifth Schedule** hereunder written and the Purchaser/s has/have satisfied himself/herself/itself/themselves about the fixtures, fittings and amenities to be provided and shall not have any objection in respect thereof.
- (g) The Purchaser/s shall further ensure that the contractors and workers (whether engaged by the Purchaser/s or not) during execution of the interior work shall not alter or damage any of the structural components of the building/wing or the said premises and do not dump any material (waste or otherwise) of whatsoever nature either in the toilet, waste water line or soil line or in any other place other than those earmarked for the same, which may block the free flow of waste water, thus resulting in perennial choking and leakage in the said Premises or the Free Sale Building.
- (h) The Purchaser/s shall ensure that the contractors and workers do not use or spoil the toilets in the said Premises or in the Free Sale Building and use only the toilets earmarked by the Promoter for this purpose.

24. The Purchaser/s has/have clearly understood the implications of the above provisions. The aforesaid conditions are the essence of the contract and only upon the Purchaser/s expressly agreeing to such conditions, the Promoter has agreed to sell/allot the said Premises to the Purchaser/s. The consent granted under this Clause shall be construed to be the consent granted under Sub-section (1) of Section 7 of the Act and shall be irrevocable and constitute the basis of the Agreement herein, including the Consideration for the said Premises. The Purchaser/s shall not be entitled to object to any of the aforesaid provisions, rights and authorities hereby granted to the Promoter or claim any reduction in price of the said Premises.
25. The Purchaser/s is/are, at his/her/their sole risk, liability and responsibility, free to raise a loan from any financial institution or bank, limited for the purpose of acquiring the said Premises and paying the Consideration to the Promoter as hereunder agreed, by offering the rights of the Purchaser/s hereby granted in respect of the said Premises as security. However, such loan should be strictly personal to the Purchaser/s and the right of the Promoter to receive the balance Consideration and other sums as hereunder provided from the Purchaser/s, shall override the rights of the financial institution/bank/ organization/ employer in respect of the loan so availed of by the Purchaser/s. The repayment of the loans, interest and other charges on such loan shall be the sole responsibility of the Purchaser/s. Once the Purchaser/s has/have paid the full consideration as payable under this Agreement and has/have taken possession of the said Premises, thereafter due to non-payment of the loan by the Purchaser/s, the recourse available to the financial institution would be only against the said Premises and against the Purchaser/s personally and not against the said Property, the said Free Sale Building or any one of them or any of the other premises in the said Free Sale Building, and not against any other assets/rights of the Promoter.
26. The Purchaser/s hereby grants his consent and acknowledges that the Promoter has all rights for mortgaging the said Property or any part thereof along with the building/s being constructed on the said Property save and except the Purchaser's Flat/premises in favour of any bank, financial institutions, body, trust, lenders, persons etc., to enable the Promoter to augment the funds for the development of the said Property. The Promoter shall clear the mortgage debt in all respect before the execution of conveyance of the proportionate area of the said Property in favour of the said Organization formed of all the Purchaser/s in the said building.
27. The Purchaser/s further agree/s and confirm/s, that the Promoter shall be entitled to raise further finance/ loan from any financial

institution/ bank by way of mortgage/ charge/ securitization of the receivables of the said Premises, if any, accruing or likely to accrue therefrom. The Purchaser/s give/s his/her/their/its consent to the Promoter to securitize the amounts receivable by the Promoter hereunder and to assign to banks/financial institutions the right to directly receive from the Purchaser/s the balance installments of the Consideration or part thereof. The Purchaser/s agree/s and undertake/s, upon receipt of such intimation in writing by the Promoter, to pay without any delay, demur, deduction or objection to such banks/financial institutions, the balance installments of the Consideration or part thereof as the case may be. The Promoter covenants that payment of such balance installments of the Consideration or part thereof in accordance with the terms hereof by the Purchaser/s to banks/financial institutions shall be valid payment of the respective installments due in respect of the Consideration and would discharge obligations of the Purchaser/s hereunder.

28. It is further expressly agreed and understood by and between the Parties hereto, that nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Property or any part thereof or the Free Sale Building or any part thereof. It is further expressly agreed and understood by and between the Parties hereto that save and except the said Premises and the right to use and enjoy the car parking space falling within the Common Areas of the said Property and the Common Areas, the Purchaser/s shall have no claim of any nature whatsoever to any other portion of the said Property or the Free Sale Building including the car parking space falling within the Common Areas of the said Property or the Common Areas (except to the extent as provided in this Agreement) or any part thereof.
29. The Purchaser/s shall use the said Premises or any part thereof or permit the same to be used strictly for the purpose of / residential activities as permitted by the concerned local authorities. The Purchaser/s shall not change the user of the said Premises.
30. The Purchaser/s shall use the Sedan/SUV/tower/Stack/Puzzle car parking space, if any, reserved for him/her/them along with the said Premises only for purpose of parking his/her/its/their own vehicles. The Purchaser/s shall not use the said Premises including the car parking space for any other purpose and specially so which may or is likely to cause nuisance or annoyance to the occupiers of the neighboring premises or for any illegal or immoral purposes. The Purchaser/s acknowledge/s and understand/s that the car-parking spaces that will be planned for in the said Building shall be in the form of an automated mechanical parking system,

Parking Tower or any other form of automated or mechanical parking wherein there may be or may not be any identified spot/place which may be earmarked for a particular acquirer of the premises/flat in the said Building and which shall be designed to minimize the area and/or volume required for parking cars. The Purchaser/s is/are aware that such parking involves operation of an automated machine for parking and removing cars from the mechanical parking system and the same could be time-consuming and the Purchaser/s acknowledge/s that the Purchaser/s has/have no objection to the same. The Purchaser/s is/are aware that such mechanical parking may also require a valet system by appointment of qualified drivers, for ease of parking and removing of vehicles from the parking slots in the mechanical parking system. The Purchaser/s hereby confirm/s that the Purchaser/s has/have no objection to the same and that the Purchaser/s shall not park his/her/their car/s at any other place in the said Building. For the effective management of parking spaces in the Parking Tower and/or car parking spaces in the Common Areas of the said Building and in order to avoid any later disputes, the Purchaser/s agree/s and undertake/s that pursuant to formation and registration of the said Organisation and admission of the Purchaser/s to the said Organisation as member/s thereof, the Purchaser/s shall cast his/her/their votes in the first general meeting or shareholders' meeting, as the case may be, of the said Organisation in favour of approving such car parking earmarking as done by the Promoters so that the respective person/s in whose favour the Promoters have earmarked the car parking spaces, will be allotted such respective car parking space/s by the said Organisation for exclusive use along with rights of transferability in respect thereof. The Purchaser/s is fully aware and understands that there is no fixed car parking space reserved for him/her/them in the Parking Tower and that the car parking space will be provided wherever available in the Parking Tower. The Purchaser agrees to unconditionally co-operate with the members of the said Organisations and the Promoters, with respect to car parking space in the Parking Tower and agrees that the Purchaser/s shall not demand any right to any specific car parking space in the Parking Tower or elsewhere. Further, to enable the use of the mechanical car parking system, the Purchaser hereby agrees to make available at all times his/her/their vehicle keys to the Organisation or the Promoters or their representatives managing the car parking system, as the case may be.

31. The Promoter is entitled to allot or deal with, in any manner, the tenements, premises, units, etc. (other than the said Premises), in the Free Sale Building for the purposes of using the same for any activity as the Promoter may deem fit and the Purchaser/s shall not

- in any manner, object to the use of the other premises in the Free Sale Building for the aforesaid purposes by the purchasers/allottees thereof.
32. In case, the Purchaser/s give/s the said Premises on leave and license basis or on any other basis and if on that account the local authority or any other authority charges the municipal or other taxes or any other payment or outgoings at an increased rate, the Purchaser/s hereby agree/s and undertake/s to pay such increased municipal taxes in respect of the said Premises without raising any dispute or objection in that behalf. In case the Purchaser/s fail/s or avoid/s to pay such increased municipal taxes or any other payment or outgoings, the Purchaser/s shall alone be liable for all the consequences that may arise whether directly or indirectly or remotely from such non-payment and the Purchaser/s will indemnify and keep indemnified, saved defended and harmless, the Promoter and/or the Organization that may be formed, in that behalf.
33. The terrace space, deck, drying yard, flower beds or patio in front of or adjacent or vertically or horizontally connected to the premises/units or tenements in the Free Sale Building, duly allotted to the purchaser of such premises/units or tenements shall be maintained exclusively by the respective purchaser of such units/ premises or tenements and such terrace spaces, decks or patios are intended for the exclusive use of the respective purchaser alone. It is further agreed between the Parties hereto, that if such terrace/open deck is meant for the use of access to the staircase, then in case of emergency such as fire, the full uninterrupted use of the same shall be made available to all the building occupants. Such terrace, deck or patio shall not be enclosed by the Purchaser/s till the permission in writing is obtained from the concerned local authority and the Promoter or the Organisation, as the case may be. The Purchaser/s or the Organisation will not raise any objection or make any claim of any nature whatsoever, to such exclusive use of the terraces, decks, drying yards, flower beds or patios or portions thereof.
34. Unless it is otherwise agreed by the Parties hereto, the Promoter shall, upon consuming the FSI/ TDR potential of the said Property and on completion of the entire development in respect of the said Property, cause a Deed of Sub-Lease and/or the Deed of Assignment and/or transfer in any manner whatsoever of the said Property in favour of the Organisation, and such transfer shall be in keeping with the terms and provisions of this Agreement, at the entire cost and expenses of the purchasers/allottees of unit/s /premise/s. It is clarified between the Parties that in the event of a

Deed of Sub-Lease and/or the Deed of Assignment being entered into between the Parties, the tenure of such lease shall be for such term as that provided by Maharashtra Government/Collector/SRA, which is contemplated to be for a period of 30 years.

35. Upon 51% of the total number of flats/premises in the said Free Sale Building being booked by purchasers, the Promoter shall submit an application to the competent authorities to form either a Condominium/Co-operative Society / Limited Company/ organization/ a body of shop / flat purchasers/allottees, as the Promoter may deem fit (hereinafter referred to as the “**Organisation**”) under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules and Regulations. The name of such Organisation shall be ‘**LOGIN Co-operative Housing Society**’ or such other name as may be determined by the Organisation in consultation with the Promoter. The Purchaser/s along with other purchasers of the units in the Free Sale Building shall upon obtaining the occupation certificate, co-operate in the formation and registration of the Organisation The Purchaser/s will sign and execute the application for registration, application for membership, bye-laws and other papers and documents as maybe applicable and do all other acts, deeds, matters and things as may be directed by the Promoter for the formation and registration of the Organisation. The Purchaser shall not have any objection to any reasonable changes or modifications, if any, made by the Promoter /Organisation/ Registrar of Co-operative Societies/Competent Authority in the usual or model bye-laws or the Memorandum and Articles of Association of the Organisation.
36. The Purchaser/s shall pay to the Promoter within 7 days of demand by the Promoter, the following amounts for enabling the formation of the Organisation:

S.N.	Particulars	Amount (Rs.)
1.	Share Money and Application Fees	/-
2.	Formation and Registration of Society	/-

37. The Purchaser/s shall, from time to time, sign and execute such application for registration and/or membership and other papers and documents necessary for the formation and the registration of the Organisation and for becoming a member, including the bye-laws of such Organisation.
38. The Purchaser/s will take possession of the said Premises within 15 (fifteen) days of the Promoter giving written notice to the

Purchaser/s intimating that possession of the said Premises can be taken.

39. If within a period of 5 (Five) years from the date of handing over the Premises to the Purchaser/s, the Purchaser/s bring/s to the notice in writing of the Promoter any structural defect in the said Premises or the Free Sale Building or the material used therein save and except any defects due to any fault or negligence on the part of the Purchaser/s, the same shall be rectified by the Promoter after receiving such written notice, at its own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Promoter, reasonable compensation for such defect .
40. In the event of the Organisation being formed and registered and the said Purchaser/s and the purchasers/allottees of the other premises in the Free Sale Building joining therein, before the sale and disposal of all the premises in the Free Sale Building by the Promoter, notwithstanding, any other provisions hereof the control, management, power and authority of the Organisation will be subject to the overall sole authority, supervision and control of the Promoter in respect of all the matters concerning the said Property and the Free Sale Building as the case may be and particularly in respect of the unsold/ unallotted units, premises, parking spaces and terraces in the Free Sale Building and the Promoter will be absolutely entitled to deal with or allot the same in accordance with the provisions of the Development Agreement as amended from time to time, provided further, that the Purchaser/s hereby agree/s and confirm/s that in the event of the Organisation being formed earlier than the Promoter selling, dealing with, allotting or disposing off such unsold/unallotted units, premises etc., then and in such an event, at the direction of the Promoter, or its allottee, transferee or purchaser of such premises/units will be admitted as an ordinary member of the Organisation and without payment of any charge premium deposit fee or any additional payment (by whatever terminology called) save and except sum mentioned in Seventh Schedule for entrance fee and such allottee, transferee or purchaser of such unsold/unallotted premises/unit shall not in any manner be discriminated or treated prejudicially by the Purchaser/s or the Organisation.
41. Until the Organization is formed and the Free Sale Building with the said Property is transferred, as hereinabove provided, the Purchaser/s will be liable to bear and pay to the Promoter and the Promoter will be entitled to recover from the Purchaser/s, the provisional contribution as is hereinafter provided. The Purchaser/s shall be liable to pay the provisional contribution only from the date

of access to the said Premises being offered to the Purchaser/s (irrespective of whether such offer is accepted) and the Purchaser/s, hereby, agrees to pay the same within 15 (fifteen) days of the date that the Purchaser/s is/are offered access to the said Premises (irrespective of whether such offer is accepted) but in any event before taking possession of the said Premises. The contribution will be in the proportionate share (that is in the proportion that the floor area of the said Premises has, to the aggregate floor area of the Free Sale Building) of the outgoings, such as local taxes, betterment charges, water charges, insurance premium (including any increases therein) charges for common lights, repairs, salaries of clerks, bill collectors, watchmen, sweepers, etc., and such other taxes, charges, cesses, dues and duties as may be levied by the concerned local authority and/or government in respect of such part of the said Property with the Free Sale Building thereon and all other expenses, necessary of and incidental to the management and maintenance of the same. The Purchaser/s does/do hereby agree and undertake to pay such provisional monthly contribution and such proportionate share of outgoings promptly and regularly for each and every month and shall not withhold the same for any reason whatsoever, provided that the Purchaser/s does/do hereby agree and undertake to pay to the Promoter, such provisional monthly contribution as may be determined by the Promoter till his share in the outgoings is determined by the Promoter and until all the premises/units in the Free Sale Building are assessed for municipal taxes and water charges, etc. Within 15 (fifteen) days of the date upon which the Purchaser is offered access to the said Premises for carrying out interior works (irrespective of whether such offer is accepted) and in any event before the possession of the said Premises being handed over to the Purchaser/s, the Purchaser/s will pay to the Promoter, a sum as security for regular payment of the dues payable as mentioned in the Seventh Schedule appearing hereinbelow . The amounts so paid by the Purchaser/s to the Promoter will not carry any interest and shall remain with the Promoter

42. The Promoter shall render the account for such amounts to the Organisation upon execution of such Deed. The Purchaser/s shall have no individual right of account of such amounts. It is expressly agreed and understood by and between the Parties, that the Purchaser/s along with the purchasers/allottees of the other premises/units will not call upon or require the Promoter to contribute any amount towards any maintenance charges, outgoings or contributions (except for property taxes) in respect of such unsold/unallotted premises/units (which remain unoccupied) till the Organisation is formed.
43. The Purchaser/s shall pay and reimburse to the Promoter, such amounts, if any, that may be paid to or deposited with the Reliance

Energy Limited or any other electricity generation and transmission entity, as the case may be, as cable charges or deposit for any other purpose in relation to the said Premises.

44. In addition to the Consideration mentioned above, the Purchaser/s, shall, within 15 (fifteen) days of the date that the Purchaser/s is offered access to the said Premises for carrying out interior works (irrespective of whether such offer is accepted), but in any event before the transfer of possession of the said Premises being handed over to him, the purchaser shall pay to the Promoter costs/charges in the manner hereinafter appearing in Seventh Schedule.
45. In the event the amounts mentioned in Seventh Schedule collected are found to be insufficient to pay such charges/expenses, the Purchaser/s shall be liable to pay the balance when called upon to do so by the Promoter.
46. The Promoter shall utilize the sum towards security for proportionate share in taxes and other charges and outgoings for upto 24 (Twenty Four) months from the date of occupation certificate plus taxes as applicable at the time; share subscription money, application and entrance fee of the Organisation; expenses/fees for formation and registration of the Organisation for the purposes for which the same may have been received/recovered by it. It is further agreed that the Promoter will have full and absolute right authority and power to invest such amount or amounts in the manner it may deem fit and the Purchaser/s shall have no right to such amount or the account thereof. The Purchaser/s will not be entitled to ask or claim any refund or adjustment of the amount mentioned herein against the expenses, municipal taxes and outgoings or any increase therein. After the said Property with the Free Sale Building is transferred as aforesaid, the balance of the aforesaid amounts, if any, after deduction therefrom of arrears of taxes and expenses hereinabove mentioned, will be transferred by the Promoter to the Organisation or vice versa.
47. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchaser/s, as advance or deposit, sums received on account of the outgoings, legal charges as mentioned in Seventh Schedule herein below and shall utilize the amounts only for the purposes for which they have been received.
48. On and from the date that the Promoter offers the Purchaser/s possession of the said Premises, the Purchaser/s shall pay/reimburse and bear any amount by way of increases, premium, security deposits or other payments (by whatever terminology called) being levied or payable to any local authority and/or State

Government by the Promoter or on their behalf in relation to the said Premises. The payment shall be paid /reimbursed by the Purchaser/s to the Promoter in proportion to the area of the said Premises to the aggregate area of all the premises/units comprised in the Free Sale Building, and in determining the amount, the discretion of the Promoter shall be final and binding.

49. The Purchaser/s shall pay any amount by way of premium or security deposits or any other charges dues or duties of any nature (by whatever terminology called) being levied by or payable to the concerned local authority and/or State Government by way of premium, cess, tax, deposit and/or charges including any betterment charges, security deposits or charges for the purpose of giving permission for further development and/or any other taxes and/or payments of a similar nature by whatever terminology called. The Purchaser/s shall within 15 (fifteen) days of the date that the Purchaser/s is/are offered access to the said Premises for carrying out interior work (irrespective of whether such offer is accepted) but in any event before the transfer of possession of the said Premises, be liable to pay development charges as and by way of development charges levied by the concerned local authority and any such further increase therefore as may be determined by such authority, from time to time.
50. The Purchaser/s agree/s and understand/s that the Promoter has agreed to allot the said Premises to the Purchaser/s on the basis of the following representations and warranties that:
- (a) The Purchaser/s is/are not prohibited from acquiring the said Premises under any law or otherwise;
 - (b) The Purchaser/s has/have not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up, as the case may be;
 - (c) no receiver and/or liquidator and/or official assignee or any person is appointed for all or any of the assets and/or properties of the Purchaser/s;
 - (d) none of the assets/properties of the Purchaser/s is/are attached and/or no notice of attachment has been received under any rule, law, regulation, statute etc.;
 - (e) The Purchaser/s has/ have not received any notice from either the State or the Central Government of India and/or from abroad for his/her/its involvement in any money laundering or any illegal activity and / or declaring the

Purchaser/s to be a proclaimed offender and/or no warrant is/has been issued against the Purchaser/s;

- (f) no execution or other similar process is issued and/or levied against the Purchaser/s and/or against any of his/her/its/their assets and properties;
 - (g) The Purchaser/s has/have not been convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence for a period of not less than six months.
 - (h) The Purchaser/s shall not use the said Premises for any purpose other than for residential / commercial purposes as per the municipal regulations.
51. With the intention to bind the Purchaser/s himself/themselves and any person who may, from time to time, be entitled to the benefit under this Agreement, the Purchaser/s does/do hereby covenant with the Promoter as follows:-
- (a) To maintain the said Premises at the Purchaser's own cost in good and tenable repair and condition from the date on which the Purchaser is offered access to the said Premises for carrying out interior work (irrespective of whether such offer is accepted) and will not do or suffer to be done anything in or to the said Premises or any other part thereof or the Free Sale Building or any part thereof, including but not limited to, the Common Areas which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change or alter or make any additions alterations or modifications in the said Premises or any other part thereof or the Free Sale Building or any part thereof;
 - (b) Not to store in the said Premises, any goods which may be of hazardous, combustible or dangerous nature or prohibited under any law or which may be so heavy as to damage the construction or structure of the Free Sale Building or otherwise objectionable to the concerned local or other authority;
 - (c) Not to carry or cause to be carried any heavy package which may damage or is likely to damage the lifts or lobbies/staircases any other structures of the Free Sale Building including its entrance;
 - (d) Not to carry out any addition, alteration or modification to the said Premises or any part or portion thereof without:

- (i) procuring the prior written permission of the Promoter and if required under applicable law then the prior written permission of MCGM/Competent Authority; and (ii) providing the Promoter with copies of the detailed plans of the proposed addition, alteration or modification to the said Premises;
- (e) Not to do or suffer to be done anything in or to the Free Sale Building or the said Premises, which may be against the rules, regulations or bye-laws of the concerned local authority or the public authority;
- (f) Not to demolish or cause to be demolished the said Premises or any part thereof;
- (g) Not to make any addition, alteration or modification of whatsoever nature in or to the said Premises or any part thereof or otherwise to any portions of the Common Areas which may in any manner change alter, harm, deface or spoil prejudicially affect the symmetry, elevation, get up, colour scheme, facade or the exterior design of the Free Sale Building or any part thereof;
- (h) Not to enclose the exclusive balconies, exclusive terraces, flower beds balconies, decks, patios, ducts, terraces, refuge areas, passages, recreation areas or other portions of the Common Areas or any other portions of the Free Sale Building not forming part of the said Premises;
- (i) Any works, hammering, drilling, chiseling, etc. for carrying out any repairs, renovation, changes, alterations, modifications, etc. to the said Premises or the structure or elevation of the said Building after handing over possession to the Purchaser/s shall be carried out at the sole risk and responsibility of the Purchaser/s and the Promoter shall not be liable or responsible for any damage caused to the said Premises, the respective premises of other flat purchasers in the Building or the said Building due to the aforesaid works being carried out in the said Premises or otherwise. Further, the Promoter shall not be liable or responsible for any damage caused to the said Premises due to the aforesaid works being carried out by any other flat purchasers in the said Building.
- (j) Not to keep or place pots and other receptacles with or without plants on the parapets, ledges or any other outer portion of the said Premises;

- (k) Not to affix box grills or any other enclosures or additions or projections of any nature whatsoever including any window air conditioners to any external portion of the said Premises or the Free Sale Building or any part thereof. The split unit air conditioners should be appropriately installed in the place provided therefore, as may be clarified by the Promoter;
- (l) Not to put up clothes lines or dry clothes on any external portion of the said Premises or the Free sale Building or any part thereof;
- (m) To keep the portion, sewers, drains, pipes of the said Premises and appurtenances thereto in good and tenantable repair and condition and in particular so as to support shelter and protect the other parts of the Free Sale Building;
- (n) Not to chisel or in any other manner damage the columns, beams, walls, slabs or RCC structures or other parts of the said Premises
- (o) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Free Sale Building or any part thereof or whereby any increased premium shall become payable in respect of such insurance;
- (p) Not to place or keep any garbage cans, waste paper baskets shoe racks in the common passage, staircases, landing or lobbies of the Free Sale Building or any part of the compound thereof;
- (q) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Property or the Free Sale Building;
- (r) To carry out, at his/her/its own cost, all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoter to the Purchaser/s, and not do or suffering to be done anything in or to the Free Sale Building which is in breach of rules, regulations and bye-laws of the concerned local authority or other public authority. In the event, the Purchaser/s commit/s any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and the Promoter shall not be responsible/liable for the same.

- (s) To maintain, manage, look after, repair and keep in good order and condition the passages, compounds and other Common Areas and amenities with the electrical light, drains, pipes, sewers and all other installations and connection hereto and not to permit the use of the said passages, compounds and other common areas in the Free Sale Building for the storage or for use by servants at any time.
- (t) To bear and pay the proportionate costs, charges and expenses for repairing and maintaining the Common Areas as also the proportionate rents, rates, taxes, cesses, duties (whether applicable/payable now or become applicable/payable in future) and all other outgoings (including any increases therein) payable to the municipal authorities, the State Government or any other local or public authority in respect of the said Property with the Free Sale Building thereon, including the Common Areas and the Promoter shall never be liable, responsible and/or required to bear and/or pay the same or any part thereof. Such proportionate costs, charges, expenses and rent, rates, taxes and outgoings will be paid initially to the Promoter and once the Organisation is formed, to the Organisation;
- (u) To fully and properly restore, at his/her entire costs charges and expenses the Common Areas and/or other amenities or any part thereof, to its original condition whenever it is dug up, opened or damaged or used for carrying out any kind of works therein. Such work shall not be carried out in a way that it will obstruct or impede the use of such common properties and amenities for a period longer than necessary and reasonable. Before such work is commenced, a reasonable prior notice in writing shall be given to the parties affected thereby, including the Promoter and/or the Organisation;
- (v) Without prejudice to the consequences or liability that may arise, the Purchaser/s will bear and pay all increases in local taxes, water charges, insurances and such other levies, if any, which are imposed by the concerned local authorities and/or government on any account whatsoever;
- (w) Not to sell, let, sub-let, transfer, assign, or part with the possession of the said Premises or the Purchaser/'s interest or benefit under this Agreement (directly and/or indirectly), until all the dues payable by the Purchaser/s to the Promoter, under this Agreement are fully paid-up and only if the Purchaser has not been guilty of breach or non- observance of any of the terms and conditions of this Agreement. In the

event if the Purchaser/s is/are a body corporate or a partnership firm the Purchaser/s shall not change its shareholding and/or constitution without the prior written permission of the Promoter. In case the Purchaser/s desire/s to sell, assign or transfer, sub-let his/her/its/their right, title and interest in the said Premises under this Agreement or otherwise howsoever, then and in such an event, the Purchaser must procure the prior written consent of the Promoter in that behalf. The Promoter will always be entitled to and are hereby authorized to charge administrative charges, legal charges and other cost charges and expenses pertaining to such transfer at such rates and on such other terms and conditions as the Promoter may stipulate. The Purchaser/s does/do hereby agree and undertake not to oppose or object to the stipulations of such charges and/or such other terms and conditions as may be stipulated by the Promoter and will forthwith pay and abide by the same;

- (x) To observe and perform all the rules and regulations which the Organisation may adopt at its inception and/or the additions, alterations and amendments thereof that may be made from time to time, for protection and maintenance of the Free Sale Building, the premises/units/tenements therein, the Common Areas and other amenities;
- (y) To observe and perform the existing building rules, regulations and bye-laws of the Organisation, concerned local authority and of government and other public bodies;
- (z) Till the Deed of Sub-Lease and/or the Deed of Assignment and/or transfer in any manner whatsoever of the said Property in favour of the Organisation is completed, the Purchaser/s shall permit the Promoter and their architects and surveyors and agents/representatives with or without workmen, at all reasonable times to enter into and upon the said Premises to view, examine, and if required repair and/or restore the same;
- (aa) During the course of carrying out interior works, if any workmen sustain injuries of whatsoever nature, the same will be insured and taken care of, attended to and treated by the Purchaser/s at his/her/its/their own cost, and the Promoter will not be held responsible for the same. All liabilities and damages arising out of such injury will be borne and paid by the Purchaser/s alone;
- (bb) During the execution of interior works, the Purchaser shall be responsible for acts of any of the contractor/ workmen/

agents/ representatives and if such persons behave in any manner which is unacceptable to the Promoter then such contractor/ workmen/ agents/ representatives will be removed forthwith and will not be allowed to re-enter the said Property and the said Premises again.

- (cc) The Purchaser shall ensure that the execution of interior works in the said Premises is carried on only between 8 am to 2 pm and 4 pm to 7 pm on all days of the week except Sundays.
- (dd) The Purchaser shall extend full cooperation to the Promoter, their agents, contractors to ensure good governance of such works.
- (ee) The said Property is in Residential Zone as per the Development Plan and the Purchaser/s agrees and confirms to comply with all the conditions pertaining to the Residential Zone and the use specified thereunder.

The Purchaser/s is/are further made aware that the Promoter is engaged in the business of construction, development and redevelopment of immovable properties in Mumbai and during the construction of the said Free Sale Building and after completion thereof, the Promoter may desire to show the said Free Sale Building and/or any areas therein including but not limited to the Common Areas (during construction/development or after completion thereof) to various prospective clients of the Promoter including inter alia occupants of building/s, which the Promoter is redeveloping or is proposing to redevelop and accordingly, the Promoter may arrange for site visits to the said Property and the said Free Sale Building and may organise functions in the Common Areas like compound/s, terrace/s, lobby/ies podium/s, amenities, etc. of the said Free Sale Building for such purposes and the Purchaser/s either in their individual capacity or as member/s of the said Organisation shall not object thereto.

- (ff) The Promoter may permit various consultants, service providers, financiers, manufacturers, suppliers and other third parties to publish the image of the said Free Sale Building and the name of the said Free Sale Building in advertisements, publications, brochures, and such other marketing and/or promotional materials as the Promoter may deem fit and the Purchaser/s either in their individual capacity or as member/s of the said Organisation shall not object thereto.

- (gg) The Purchaser/s is/are aware of the various terms, conditions and stipulations as mentioned by the MCGM/SRA whilst granting various approvals for the purpose of construction of the said Free Sale Building and which terms, conditions and stipulations are more particularly mentioned in the IOD and the CC and the Purchaser/s has/have read and understood the contents thereof and after being aware of the same in all respects has/have agreed to acquire the said Premises and is/are entering into these presents.
52. In the event that, -
- (a) The Purchaser terminates this agreement for any reason whatsoever excluding any termination due to a default of the Owner under RERA, or
 - (b) The Purchaser/s committing default in payment of any amount due and payable under this Agreement (including his/her proportionate share of property taxes levied by concerned local authority and other outgoings, deposits etc.)
 - (c) and/ or the Purchaser/s committing breach/es of any of the terms and conditions herein contained, this Agreement shall stand terminated.
53. Provided always that in the above events in Clause 52(b) and 52(c), the Promoter shall have given to the Purchaser/s notice in writing of its intention to terminate this Agreement specifying the breach or breaches of terms and conditions in respect of which, it is intended to terminate this Agreement and giving the Purchaser/s an opportunity to remedy such breaches within 7 days of such notice. In the event the Purchaser fails to remedy the breach/es, this Agreement shall stand terminated forthwith, irrespective of whether the Promoter has refunded any amounts to the Purchaser. Provided further that upon termination of this Agreement as per Clause 52 above, the Purchaser consents and the Parties agree that 15% of the sale consideration and any other amount which may be payable to the Owner shall stand forfeited and the Promoter shall refund the balance sale consideration received after adjusting and retaining the 15% of the total sale consideration for the Flat. In the event that the sale consideration paid till the date of termination is less than 15% of the sale consideration, the Promoter shall be entitled to retain the entire sale consideration paid till the date of termination as agreed liquidated damages. It is agreed that the Promoter shall not be liable to pay to the Purchaser/s any interest on the amount refunded upon termination of this agreement and the Promoter shall be at liberty to dispose and sell the said Flat/ Premises to such person and at such price as the Promoter may in its absolute discretion think fit irrespective of whether any amount to be refunded to the Purchaser has been refunded. It is further

expressly agreed and understood between Promoter and Purchaser/s that the Promoter shall not be liable to refund the amount to the Purchaser/s till such time the said Flat/ Premises is sold by the Promoter to the third party and have realized the total amount from third party.

54. In the event of such termination, if the monies paid by the Purchaser are less than the total dues recoverable, then the Purchaser/s will be liable to pay the difference amount to the Promoter within 7 days of such cancellation, failing which the amount would attract interest at the State Bank of India Highest Marginal Cost of Lending Rate plus 2% or such other rate as may be prescribed under the applicable law from time to time till such time that the payments are made, inclusive of the accrued interest.
55. The refund of any amounts by the Promoter shall be net of any taxes, cess, charges, fees paid to the Government or any competent authority including tax deducted at source, VAT, Service Tax, Goods and Service Tax, etc. and the Promoter shall not be liable to refund such amounts paid in respect thereof.
56. The Promoter shall also be entitled to adjust and retain any other amount which may be payable to the Promoter by the Purchaser/s.
57. Only in the event that the Purchaser/s terminates this Agreement due to failure of the Promoter to give possession of the said Flat/Premises within the period agreed herein, the Promoter shall refund to the Purchaser/s the booking amount/earnest money or any other amounts till then paid by the Purchaser to the Owner with interest at the State Bank of India Highest Marginal Cost of Lending Rate plus 2% or such other rate as may be prescribed under the applicable law from time to time. It is further provided, that in such circumstances, the Purchaser/s shall not be entitled to any additional compensation, loss or damage including but not limited to the loss, if any, being the difference of the amount in the rate at which the Purchaser/s booked the said Flat/ Premises and the rate prevailing at the time of cancellation by the Purchaser/s. The Purchaser/s will also be liable to pay interest on any default payment as per the terms, herein contained, at the time of making accounts when the Purchaser/s has expressed his/ her/ their desire to cancel the Agreement. It is agreed by and between the Parties that the entire above-referred amount due and payable by the Purchaser/s as specified hereinabove shall be received by the Promoter from the Purchaser/s till the time of such cancellation. In the event of such termination, if the monies paid by the Purchaser are less than the total dues recoverable, then the Purchaser/s will be liable to pay the difference amount to the Promoter within 30 days

of the application for cancellation, failing which the amount would attract interest at the State Bank of India Highest Marginal Cost of Lending Rate plus 2% or such other rate as may be prescribed under the applicable law from time to time, till such time that the payments are made, inclusive of the accrued interest.

58. If the Purchaser/s has availed of a loan from financial institutions or banks or any other lender (the "Lender") against the security of the said Premises for which a written NOC/ consent and approval of the Promoter has been issued, then in the event of (a) the Purchaser/s committing a default of the payment of the installments of the consideration amount (b) the Purchaser/s deciding to cancel the agreement and/ or (c) the Promoter exercising its right to terminate this Agreement, the Purchaser/s shall clear the mortgage debt outstanding at the time of the said termination. The Purchaser/s shall obtain the NOC or such necessary letter and other documents including but not limited to the original registered Agreement for Sale and NOC from the Owner, receipt etc. from the Lender stating that the Purchaser/s has/ have cleared the mortgage debt. Notwithstanding the above, the Purchaser's obligation to make payment of the installments under this Agreement in accordance with the provisions of this Agreement is absolute and unconditional.
59. It is also agreed that the Purchaser/s shall be solely responsible to ensure timely disbursement of the installments towards consideration from the Lender. Any delay in receiving the installment from the Purchaser/s or the Lender for any reason whatsoever will entitle the Promoter to charge interest at the State Bank of India Highest Marginal Cost of Lending Rate plus 2% or such other rate as may be prescribed under the applicable law from time to time on the outstanding amount.
60. The Promoter will be entitled to exercise a first lien and charge on the said Premises in respect of any amount remaining unpaid along with any outstanding interest by the Purchaser/s under the terms and conditions of this Agreement. The Purchaser/s does/do, hereby, agree and undertake that he/she/it/they will not sell, dispose off or otherwise deal with the said Premises or in any manner, part with possession thereof, during the subsistence of such a charge of the Promoter on the said Premises subject to Sub-clause ((w)) of Clause 511 above.
61. Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance of or giving of time to the Purchaser/s by the Promoter shall not be construed as a waiver on their part of any breach or non-compliance

of any terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of Promoter hereunder.

62. The Purchaser/s hereby grant/s his/her/its/their express consent to the Promoter to raise any loan or any other financial facility against the said Property and/or the Free Sale Building under construction (except the said Premises). This consent is on the express understanding that such liability shall be cleared by the Promoter at their own expenses, prior to the transfer of the said Property or any other portion thereof to the Organization, as hereinabove stated.
63. The Purchaser/s hereby grant/s his/her/its/their express consent to the Promoter for any variation in the aggregate area of the said Premises not exceeding 3% of the aggregate area of the said Premises agreed herein and both the Purchaser/s and the Promoter agree that no adjustment will be made to the Consideration in the event of such variation.
64. The conveyance of the Structures and the entire undivided underlying land in favour of the Organisation under the MAO Act/ MOFA or RERA as the case may be shall be entered into by the Slum Rehabilitation Authority (SRA) or such respective public authority, within such specific period as may be provided under the relevant law applicable to such authority or rules or regulations framed thereunder. The Promoter shall provide his full co-operation and support for such conveyance/ lease / assignment. However, the Promoter shall not be responsible or liable for any default or delay of the SRA or such respective public authority for such conveyance.
65. The Purchaser/s agrees and acknowledges that even after conveyance of the said Property the Promoter shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot to person to purchase any apartment or building or plot which is still not sold or allotted and shall be allowed to do so without any restriction or entry of the building and development of common areas;
66. The Promoter shall be permitted access and entry to the buildings and the common areas on the said Property so as to discharge the obligations of the Promoter under Section 14(3) of the Real Estate (Regulation and Development) Act;
67. The Promoter shall be entitled to construct site offices/ sales lounge in the said Property and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the said Property or any portion thereof is conveyed/ assigned to the Purchasers and shall continue until the entire said Property is developed.

68. Pursuant to the conveyance of the said Property to the Organisation, the Purchaser/s shall indemnify and keep indemnified the Promoter against all actions, costs, proceedings, claims and demands in respect of the due observance and performance of the stipulations and restrictions contained herein and therein.
69. The Promoter shall have the right to full and complete access of the said Property for the construction of the additional structures as mentioned herein and to sell or otherwise transfer the same and appropriate the entire sale proceeds thereof and the Purchaser/s and the Organisation shall be obliged to admit such purchaser of the Premises comprised therein as its member without charging any additional amount.
70. Subject to the Purchaser making full payment of all the amounts of Consideration in respect of the said Premises and all other amounts hereunder payable by him to the Promoter and subject to any condition of force majeure, the Promoter shall handover possession of the said Premises to the Purchaser/s on or before _____. In case the Promoter is unable to give possession of the said Premises by the aforesaid date to the Purchaser/s, for reasons beyond its control and/or of its agents due to any force majeure event or due to any order of the court or authority granting any stay or injunction due to which construction could not be carried out, the above time period shall be automatically extended for the duration of such force majeure event, order, stay, injunction or circumstance, as the case may be. However, due to any default or delay for any reason except the aforesaid, if the Purchaser/s intimates the Promoter in writing that he wishes to terminate this Agreement the Promoter shall, be liable on written demand to refund to the Purchaser/s the amounts already received by it in respect of the said Premises, under this Agreement, with simple interest thereon calculated at the rate of the State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum or such other rate as may be prescribed from time to time from the date of receipt of the said amounts till the date of repayment and the Purchaser/s shall continue to have a charge on the said Premises till the amounts are refunded to it by the Promoter. It is agreed that upon refund of the said amounts the Purchaser/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever, either against the Promoter or against the said Premises in any manner whatsoever and the Promoter shall be entitled to deal and dispose of the said Premises to any person or party as the Promoter may desire at their absolute discretion Provided Further that the dispute, if any between the Parties in respect of the breach of the stipulations hereof will be referred to the arbitration of the Competent Authority as per the provisions of the said Act. Upon repayment of the amounts as

aforesaid by the Promoter to the Purchaser/s, the Promoter will always be entitled and authorized to deal with and dispose of the said Premises in any manner whatsoever as they may deem fit and proper Provided Further that the Promoter will be entitled to reasonable extension of time for giving delivery of the said Premises on the aforesaid date in case the completion of the Free Sale Building or any part thereof is delayed on account of:

- (a) War civil commotion or act of God;
- (b) Any order, notice or notification of the Government, semi-government, judicial, quasi-judicial and/or other public or competent body of authority;
- (c) Non-availability of steel, cement and other building materials water or electricity;
- (d) Change in policy by the Government, semi-government, judicial, quasi-judicial and/or other public or competent body of authority and
- (e) Any other circumstances beyond the control of the Promoter.

- 71. This Agreement shall always be subject to the provisions of the Act and the Rules made thereunder, as amended from time to time.
- 72. The Free Sale Building shall always be known as “**LOGIN**”.
- 73. Nothing contained in this Agreement is intended to be nor shall it be construed as a grant, demise or assignment in law of the said Property and the Free Sale Building or any part thereof. The Purchaser/s shall have no claim, save and except, in respect of the said Premises, hereby, agreed to be sold to him and all open spaces, parking spaces falling within the Common Areas, lobbies, staircases, terraces, recreation spaces, etc., will remain the property of the Promoter until the said Property and the Free Sale Building is transferred to the Organisation, as hereinbefore mentioned.
- 74. The stamp duty and registration charges and all other costs of and incidental to this Agreement shall be borne and paid by the Purchaser/s alone. The stamp duty, registration charges, legal expenses and all other costs charges and expenses in respect of the Deed of Sub-Lease and/or the Deed of Assignment and/or any other transfer document of the said Property in favour of the Organization to be executed as is hereby contemplated, shall be proportionately borne and paid by the Purchaser/s (that is in the proportion of the floor area of the said Premises has to the aggregate floor area of the Free Sale Building as the case may be) prior to the possession of the said Premises being given and at such rate as may be ascertained and fixed by the Promoter.

75. The Purchaser/s and the Promoter shall present this Agreement as well as the Deed of Sub-Lease and/or the Deed of Assignment and/or any other transfer document of the said Property in favour of the Organization within the time period prescribed by the Registration Act, 1908 at the appropriate sub-registrar for registration thereof and the Promoter or their respective constituted attorneys will attend such sub-registrar and admit execution thereof, upon advance intimation for the purpose being received from the Purchaser/s in writing.

76. All the notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s either by post or email at the address specified hereinbelow:

Address :

Email:

77. The Permanent Account Number [as allotted under the Income Tax Act, 1961 and the Rules made thereunder], of the Promoter is [_____] and that of the Purchaser/s is [_____] **And** Aadhar Card No. _____

78. This Agreement to Sell supersedes all previous correspondence, writings and documents executed/exchanged between the Parties herein in respect of the said Premises and this Agreement to Sell is the comprehensive conclusive document between the Parties hereto in respect of sale of the said Premises.

79. All or any disputes that may arise with respect to the terms and conditions of the Agreement, including the interpretation and validity of the provisions hereof and the respective rights and obligations of the parties shall be first settled through mutual discussion and amicable settlement, failing which the same shall be settled through arbitration. The arbitration proceedings shall be under the Arbitration and Conciliation Act, 1996 and any statutory amendments/ modification thereto by a sole arbitrator who shall be mutually appointed by the Parties or if unable to be mutually appointed, then to be appointed by the Court. The decision of the Arbitrator shall be final and binding on the parties. The venue of Arbitration shall be at Mumbai and only for the reason of interim relief the courts at Mumbai shall have the jurisdiction.

80. This Agreement and all annexures as incorporated into this Agreement by reference, constitute the entire agreement between

the parties hereto and there are no other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Developers, any agent, employee or

representative of the Developers or any other person including, without limitation, arising out of any marketing material including sales brochures, models, photographs, videos, illustrations, provided to the Purchaser/s or made available for the Purchaser's viewing. This Agreement shall form the only binding agreement between the parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any previous writings, agreements, deeds, documents, including sales brochures, marketing materials, models, photographs, videos, illustrations concerning the said Flat between the parties hereto.

81. The invalidity of any term, conditions or stipulation of this Agreement shall not affect the validity of the remaining terms, conditions or stipulations of this Agreement or the validity of the Agreement itself.
82. No failure to exercise or delay in exercising or enforcing any right or remedy under this Agreement shall constitute a waiver thereof and no single or partial exercise or enforcement of any right or remedy under this Agreement shall preclude or restrict the further exercise or enforcement of any such right or remedy.
83. If there is more than one Purchaser named in this Agreement, all obligations hereunder of such Purchasers shall be joint and several. All communications shall be sent by the Developers to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the purchasers.
84. Notwithstanding anything contained under this agreement, the Purchaser/s has/ have expressly agreed, accepted and confirmed to pay/ reimburse to the Developers immediately as and when demanded by the Developers and/ or to the appropriate authorities all the present/ future/ revised/ new Property/ Municipal Tax, Service tax, Education Cess, Vat tax, W.C.T. tax, Goods and services tax and/ or any other levies, taxes, cess, surcharge dues, duties, fine, penalty, interest, etc which may be under any name or terminology payable and/ or may become payable due to change/ amendment in the existing laws, rules or due to implementation/ enactment of any new laws/ rules by the local bodies, State Government, Central Government or by any competent authorities. In determining such amount, the decision of the Developers shall be conclusive and binding upon the Purchaser. The Purchaser/s shall pay such amount in addition to any amount mentioned under this agreement or otherwise. On the Purchaser/s committing default in paying any of the amounts as aforesaid, the Developers shall be entitled at its own option to terminate this Agreement. Provided, always that the power of termination herein before contained shall not be exercised by the Developers , unless and until the Developers shall have given to the Purchaser/s 30 days prior notice in writing of its intention to

terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which, it is intended to terminate this Agreement and default shall have been made by the Purchaser/s in remedying such breaches within 7 days after giving such notice.

85. The Purchaser/s hereby declares that he/she/they/it has perused this Agreement entirely and all the documents related to the said Property and the said Premises and has expressly understood the contents, terms and conditions of the same and the Purchaser/s, after being fully satisfied, has entered and accepted this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS ON THE DAY AND YEAR FIRST HEREINABOVE WRITTEN

THE FIRST SCHEDULE:
(Description of the said Larger Property)

All that piece or parcel or ground of plot together with the messuages, tenements or dwelling houses and premises standing thereon situate and being at Link Road, Opp. Orchid Suburbia, Kandivali (W), Mumbai-400067, bearing CTS No. 886 (pt) in the Registration Sub-District of Bandra Mumbai Suburban District admeasuring approximately 4043.25 square meters or thereabouts and bounded as follows:

On or towards East	:	By CTS No. 887 & 888;
On or towards the West	:	By 36.60 mt. Link Road;
On or towards the North	:	By CTS No. 913; and
On or towards South	:	By CTS No. 885, 637 & 638.

THE SECOND SCHEDULE:
(Description of the said Property)

All that piece or parcel or ground of plot together with the messuages, tenements or dwelling houses and premises standing thereon situate and being at Link Road, Opp. Orchid Suburbia, Kandivali (W), Mumbai-400067, bearing CTS No. 886 (pt) in the Registration Sub-District of Bandra Mumbai Suburban District admeasuring approximately 1325.95 square meters or thereabouts forming a part of the Larger Property and bounded as follows:

On or towards East	:	By the Rehabilitation Plot;
On or towards the West	:	By 36.60 mt. Link Road;
On or towards the North	:	By CTS No. 913; and
On or towards South	:	By CTS No. 885, 637 & 638.

THE THIRD SCHEDULE:

(Description of the said Premises)

Premises bearing Flat no. _____ admeasuring approximately _____ square meters equivalent to _____ square feet on the _____th Floor floor in the building to be known as "LOGIN" on the said Property.

THE FOURTH SCHEDULE:

(Description of Common Areas)

Open Areas, Lifts, Landings, Corridors, Compounds, Recreation Area.

THE FIFTH SCHEDULE:

((Description of fixtures, fittings, and amenities)

The Building consists Ground + 23 upper Floors. The Building will be of R.C.C. frame structure with internal and external walls made of brick/block work.

1. **Living room -**

- a) Vitrified flooring will be provided in the living room.
- b) Walls will be painted with plastic finish.
- c) Ceiling will be in plastic paint.
- d) Anodized/ Powder coated Aluminum Windows
- e) Door frames with provision of safety door only.
- f) Flush door shutters with laminate on both sides.

2. **Bedrooms -**

- a) Vitrified flooring will be provided in the bedroom.
- b) Walls will be painted with plastic finish.
- c) Ceiling will be in plastic paint.
- d) Anodized/ Powder coated Aluminum Windows.
- e) Door frames.
- f) Flush door shutters with laminate on both sides.

3. **Kitchen -**

- a) Flooring will be vitrified flooring in open area and Indian marble below platform.
- b) Dado tiles upto 2ft above platform.
- c) Ceiling will be plastic paint.

4. **Toilets -**

- a) Flooring will be in antiskid tiles.
- b) Dado in ceramic tiles and wash basin counter in marble with cudappa base.
- c) C.P. Fitting with wash basin/basin mixer, telephonic hand shower and flush valve.
- d) Flush doors with both side laminate.

5. **Common amenities -**

- a) Video door phone with provision of intercom.
- b) Smoke detector in Meter room/M/C room.

- c) Normal CCTV cameras in parking podiums/basement/entrance lobbies.

THE SIXTH SCHEDULE

(Consideration to be paid by the Purchaser(s) to the Promoter as per Clause 5)

Sr. No.	Description of Payment Schedule in Installments	%	Amount (Rs.)
1	On Booking Amount		
2	Within 45 Days		
3	Plinth		
5	1 st Slab		
6	3 rd Slab		
7	5 th Slab		
8	7 th Slab		
9	9 th Slab		
10	11 th Slab		
11	13 th Slab		
12	15 th Slab		
13	17 th Slab		
14	19 th Slab		
15	21 st Slab		
16	Top Slab		
17	External Plaster		
20	On Possession		
	TOTAL	100%	

THE SEVENTH SCHEDULE

Outgoing charges

Sr. No.	Particulars	Amount (Rs.)
1.	Legal Fees	
2.	Electric & Water Meter and Natural Pipe Gas connection charges	
3.	18 months Provisional Maintenance deposit	
4.	Development and Infrastructure charges	
5.	Fitness Centre charges	
	TOTAL	

SIGNED AND DELIVERED
by the withinnamed **Promoter**
Bombay Slum Redevelopment
Corporation Pvt. Limited.

)
) Bombay Slum Redevelopment
Corporation Pvt. Ltd.
)
Director

in the presence of..
1.
2.

)

SIGNED AND DELIVERED BY THE
Within named **Purchaser/s**

)
)
)

)

in the presence of
1.
2.

)

RECEIPT

RECEIVED from the within named _____ a sum of **Rs. _____/(Rupees _____ Only)**. The details of payments are given below:

S. N.	Cheque No.	Date	Drawn on	Amount
1.				
	Total			

WE SAY RECEIVED

WITNESSES:

1. _____
2. _____