

MODEL FORM OF AGREEMENT

This agreement made at Mumbai this _____ day of _____ in the year Two Thousand and _____ between **TOWN DEVELOPERS**, a Partnership Firm, registered under the provisions of the Indian Partnership Act, 1932 and having its office at 509-510, Shreeji Arcade, Jn. Of S.V Road & M.G. Road, Opp. Dena Bank, Kandivali (w), Mumbai 400 067 hereinafter referred to as “the Promoters of the one part

- **AND** -

SHRI./SMT. _____

(Indian Inhabitant) having address at

hereinafter referred to as “the Allottee” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors and administrators) of the Other Part.

WHEREAS:

(i) That Jawahar Nagar Co-operative Housing Society Ltd., (hereinafter for the sake of brevity referred to as “**THE PARENT SOCIETY**”) are the owners of the large piece of land at Village Pahadi Goregaon (west) Taluka Borivali, Mumbai Suburban District, divided into various plots and such sub-divided plots are leased to various persons/parties;

(ii) That originally Maganbhai N. Patel was the Lessee of the property bearing C.T.S.No.416, 416/1 to 18 admeasuring 515.10 Square Meters, Plot No.299, of Village Pahadi, Goregaon, Taluka

Borivli, situated in Jawahar Nagar Co-operative Housing Society Limited, Mumbai Suburban District, within the Registration District of Mumbai Suburban, more particularly described Firstly in the Schedule hereunder written, and hereinafter referred to as **“THE FIRST PROPERTY”** of the said parent Society.

(iii) That the said Maganbhai N. Patel died on 13.08.1992 leaving behind him Mahendra Maganbhai Patel and Chandrakant Maganbhai Patel, being the sons and Pratibha Jitubhai Patel, being the daughter, are the only heirs and legal representatives in accordance with the Hindu Succession Act, 1956 under which he was governed at the time of his death.

(iv) That by an Agreement dated 15th October, 2005, executed between the said Mahendra Maganbhai Patel and Two Others, therein referred to as the Vendors, and the Promoters herein, therein also referred to as the Promoters, have agreed to sell, transfer, assign and grant Development Rights in respect of the said first property in favour of the Promoters, for the consideration and on the terms and conditions mentioned therein. That the said agreement alongwith the Declaration dated 10th April, 2007, is registered at the Office of the Sub-Registrar Borivli II, under Serial No. BDR-___- 2758 of 2007 dated 10.04.2007.

(v) That the said Mahendra Maganbhai Patel and Two Others have also executed an Irrevocable General Power of Attorney dated 15th October, 2005 in favour the Partners of the said M/s. Town Promoters jointly and severally to do various acts, deeds and things in respect of the said First property.

(vi) That the said First property is declared as slum under Section 4 (i) of The Maharashtra Slum (I.C.& R) Act, 1971 in the Government Gazette dated 8th September, 1977, on Page 1650. That the said First property is occupied by various hutment dwellers.

(vii) That Panbai H. Shah (hereinafter referred to as the said Lessees) is the Lessee of the said parent society in respect of the property bearing Plot No.298, C.T.S.No.417, 417/1 to 26

admeasuring 502.6 Square Meters, of Village Pahadi, Goregaon, Taluka Borivli, Mumbai Suburban District, within the Registration District of Mumbai Suburban, more particularly described Secondly in the Schedule hereunder written, and hereinafter referred to as **“THE SECOND PROPERTY”**.

(viii) That by an Agreement dated 29th June, 2004 executed between the said Lessee and one M/s. Ira Constructions Pvt.Ltd., has granted no objection for the redevelopment of the said Second property on the terms and conditions mentioned in the said Agreement.

(ix) That further by an Agreement dated 16th June, 2005 executed between the said M/s. Ira Construction Pvt.Ltd., therein referred to as “The First Vendors” and Ira Construction, therein referred to as “the Second Vendor”, and the Promoters herein, therein also referred to as “the Promoters” have granted development rights in respect of the said Second property together with other properties mentioned therein.

(x) That by an Agreement dated 25th August, 2005 executed between the said Smt.Panbai Hirji Shah, therein referred to as “the lessee”, and the Promoters herein, therein referred to as “the Promoters” have confirmed the execution of the said Agreement dated 29th June, 2004 in favour of M/s. Ira Construction Pvt.Ltd., and granted their no objection for the development of the said Second property, for the consideration and on the terms and conditions mentioned therein. That the said agreement alongwith the Deed of Confirmation dated 05.05.2007 is registered at the office of the Sub-Registered Borivli-I, under Serial No.3127 Dated 05.05.2007.

(xi) That the said Second property is occupied by the hutment dwellers; That the said Second property is declared as Slum under Section 4(I) of the Maharashtra (I. C. and/R) Act, 1971 in the Government Gazette dated 8th September 1977 on page 1650.

(xii) That Mangal Kalash Co-operative Housing Society Ltd., are the Lessee of the said parent society in respect of property bearing

plot number 288, corresponding to CTS No.419, 419/1 to 34, admeasuring 503.6 square metres or thereabouts and plot no. 297 (297-A) corresponding to CTS No.420 (1 to 25) admeasuring 507.10 square meters or thereabouts both situate lying and being at Village Pahadi, Goregaon, Taluka Borivli, Mumbai Suburban District, more particularly described thirdly in the Schedule hereunder written, and hereinafter referred to as **“THE THIRD PROPERTY”**.

(xiii) That by an Agreement dated 1st December 2003 executed between the said Society, therein referred to as the Vendors and Ira Construction Pvt. Ltd., therein referred to as the Promoters, the said Society granted development rights in respect of the said Third property to them for the consideration and on the terms and condition mentioned therein;

(xiv) That the said Third property is occupied by the hutment dwellers; That the said Third property is declared as Slum under Section 4(I) of the Maharashtra (I. C. and/R) Act, 1971 in the Government Gazette dated 8th September 1977 on page 1650.

(xv) That by an Agreement dated 16th June 2005, executed between the said M/s. Ira Constructions Pvt.Ltd., therein referred to as “the Vendors” and the Promoters herein, therein also referred to as “the Promoters” have granted development rights in respect of the said Third property alongwith various other adjoining properties for the consideration and on the terms and conditions mentioned therein.

(xvi) That further by an Agreement dated 11th September, 2006 executed between the said Mangal Kalash Co-operative Housing Society Ltd., therein referred to as “the Vendors” and the Promoters herein, therein referred to as “the Promoters”, have granted development rights in respect of the said Third property, for the consideration and on the terms and conditions mentioned therein. That by a Deed of Confirmation dated 17th May, 2007 have confirmed having executed the said Agreement dated 11th September, 2006 and have registered the said Deed of Confirmation alongwith the said Agreement dated 11.09.2006 at

the office of the sub-registrar Borivli -I under Serial No.BDR-2/3410 dated 17.05.2007.

(xvii) That the said society have also executed an Irrevocable General Power of Attorney dated 17th May, 2007 in favour of the Partners of Town Promoters, jointly and severally to do various acts, deeds and things in respect of the said Third property.

(xviii) That Kamal V. Rokade and others filed L.C.Suit No.1747 of 2004 in the Bombay City Civil Court at Bombay, Dindoshi Branch, in respect of the said Third Property claiming allegedly to be the imla malik of the structures, hutments standing on the said Third Property. That the parties to the said suit filed Consent Terms dated 17.07.2012 by which the said suit is disposed of in terms of the said consent terms.

(xix) That for the sake of brevity the aforesaid first, second and third properties are jointly any collectively referred to as **THE SAID PROPERTIES** in as they are being jointly developed.

(xx) That the composite area of the said First, Second and Third Property for joint development as a slum is 2028.40 sq.mtrs. or thereabout.

(xxi) That there are 139 structures in the said slum property, out of which 91 numbers of structures are protected structures as per the Government GR No. Slum/Zopadpatti/1096 S No.68 G No. Cell dated 16th May 1996 and amended D.C. Regulation 33 (10), and therefore eligible for free alternative accommodation under Slum Rehabilitation Scheme. That 48 Slum Dwellers were held as non-eligible as they have failed to produce any valid proof of existence of their stay prior to 01.01.1995. That the ineligible slum dwellers have made representation before the concern authority/forum to declare them eligible and 41 Nos. of slum dwellers out of these 48 slum dwellers declare as eligible for free alternative accommodation i.e total 132 numbers of structures are protected structures out of 139 total structures under Slum Rehabilitation Scheme and 07 Nos. of representation are pending;

(xxii) That pursuant to the aforesaid Annexure II 100% slum dwellers have consented in writing to the proposed Slum Rehabilitation Scheme on the said Property.

(xxiii) That the name of the proposed society of the Slum Dwellers is **“SHIV SAI MANGAL SRA CO-OPERATIVE HOUSING SOCIETY (PROPOSED)”**. That after registration the said Society is known as **“SHIVSAI MANGAL SRA CO-OPERATIVE HOUSING SOCIETY LTD.,** bearing Registration No.MUM/SRA/HSG/ (T.C.) 11836/2010 DATED 15.06.2010, hereinafter for the sake of brevity referred to as **“THE SAID SOCIETY”**;

(xxiv) That by various resolutions passed from time to time the said Society has appointed the Promoters herein as the Promoters to redevelop the said Property as Slum under the Slum Scheme to be approved by the Slum Rehabilitation Authority.

(xxv) That the necessary proposal to develop the said property as Slum is submitted to the SRA, and Letter of Intent dated 16.10.2009 and latest revised LOI is issued on 12.01.2017 are granted by the Slum Rehabilitation Authority in favour of the Promoters.

(xxvi) That the necessary intimation of approval dated 14.01.2011 and Commencement Certificate dated 31.01.2012 is granted by SRA.

(xxvii) That pursuant to the revised latest IOA dated 12.01.2017 granted by the SRA a composite building consisting of rehabilitation component and sale component consisting of A, B and C wings are permitted and accordingly the SRA have approved the revised plans for construction of rehabilitation Cum Sale Building on the said property. That Wing A and C are rehabilitation and sale component consisting of residential/ shops/ commercial premises. That the 1st floor of wing ‘C’ or other the Promoters proposed to sale for nursing home/hospital/polyclinic and shall be providing separate staircase to the said premises and wing ‘B’ is only sale component.

AND WHEREAS the promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove.

AND WHEREAS the Promoters is in possession of the project land;

AND WHEREAS the promoters had proposed to construct composite building having three wings namely A, B & C. 'A' wing as per the sanctioned plan consisting of Gr.+ 9 upper floors however the Promoters shall submitting amended plans to the SRA to construct said 'A' wing up to 11 floors or more as may be permissible by the SRA or competent authority, similarly wing 'B' consisting of Gr./Stilt + 2 level podium + stilt + 14(Fourteen) part upper floors however the Promoters shall submitting amended plans to the SRA or component authority to construct said 'B' wing up to Gr./Stilt + 2 level podium + stilt + 18 (eighteen)part upper floors or more as may be permissible by the SRA or competent authority & similarly wing 'C' consisting of Gr. + 18 upper floors however the Promoters shall submitting amended plans to the SRA or component authority to construct said 'C' wing up to Gr.+23 upper floor or more as may be permissible by the SRA or competent authority.

That in the 'B' wing which the sale building, on the Ground floor stack parking shall be provided for & similarly the stack parking shall be provided on the 1st & 2nd podium level.

That the said stack parking shall be meant for the occupants of wing 'B' only.

AND WHEREAS concern authority i.e. Slum Rehabilitation Authority has granted part Occupation Certificate on 22.02.2016 and further part Occupation Certificate is approved on 23.06.2017 for Rehab wing 'A' of composite building.

That though the SRA has sanctioned and named the said A, B, C wings of the composite Building to be constructed on the said property. That the copy of the sanction plans of the said A, B and C wings is annexed herewith. That the Promoters propose to form

the separate societies each of the said A, B and C wings, if permitted by the concerned authorities.

AND WHEREAS the Allottee is offered an Apartment /Shop / Commercial Premises /Other bearing number _____on the _____floor, of wing _____ of the building to be known as ASHTHA _____ (herein after referred to as the said "Building") being constructed in the wing of the said composite building, by the Promoters more particularly described in the scheduled fourth hereunder written in first schedule.;

AND WHEREAS the Promoters has entered in to standard Agreement with an Architect/L.S registered with the council of Architect/PEATA and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoters has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no _____ authenticated copy is attached in the Annexure 'F';

AND WHEREAS THE Promoters has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoters accepts the professional supervision of the Architect/L.S and the structural Engineer till the completion of the building/buildings.

AND WHEREAS by virtue of the Development Agreement/Power of Attorney the Promoters has sole and exclusive right to sell the Apartment /Shop / Commercial Premises /Others in the said building/s to be constructed by the Promoters on the project land and to enter into Agreement/s with the Allottee(s)/s of the Apartment /Shop / Commercial Premises /Others to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the Allottee, the Promoters has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects/ License Surveyors Mr. Vrujlal K. Vaishnani of M/S. Indo Build Designs

Pvt. Ltd., and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoters, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoters to the project land on which the Apartment /Shop / Commercial Premises /Others are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively.

AND WHEREAS the authenticated copies of the plans of the Layout/subdivision as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C-1.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoters and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-2,

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment /Shop / Commercial Premises /Other agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure D

AND WHEREAS the Promoters has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed

and performed by the Promoters while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority/or as per norms.

AND WHEREAS the Promoters has accordingly commenced construction of the said composite building/s in accordance with the said proposed plans.

AND WHEREAS the Allottee has applied to the Promoters for allotment of an Apartment /Shop / Commercial Premises /Other No. onfloor in wing ____ named ASHTHA situated in the wings being constructed in the composite building of the said Project.

AND WHEREAS the carpet area of the said Apartment /Shop / Commercial Premises /Other is _____ square meters and "carpet area" means the net usable floor area of an Apartment /Shop / Commercial Premises /Other, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment /Shop / Commercial Premises /Other for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment /Shop / Commercial Premises /Other for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Apartment /Shop / Commercial Premises /Other.

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoters a sum of Rs..... (Rupees) only, being

part payment of the sale consideration of the Apartment /Shop / Commercial Premises /Other agreed to be sold by the Promoters to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoters both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Promoters has registered the Project under the provisions of the Real Estate (Regulation &Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at _____ no._____ ;

AND WHEREAS, under section 13 of the said Act the Promoters is required to execute a written Agreement for sale of said Apartment /Shop / Commercial Premises /Other with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment /Shop / Commercial Premises /Other and the covered Stilt / Covered / Lower or Upper machanised Parking space if any.

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

1. The Promoters has commenced construction of composite building on the said property, more particularly described in the Schedule hereunder written in accordance with the plan, designs and specifications approved by the concerned Slum Rehabilitation Authority, local authority viz. Municipal Corporation of Greater Bombay and which have been seen and approved by the Allottee/s, with only such variations and modifications as the Promoters may consider necessary or as may be required by the concerned local authority Slum Rehabilitation Authority or the

Government to be made in them or any of them. That there may be further addition of the floors to the said wings/buildings due to the ineligible hutment dwellers being held eligible in the slum scheme, and due to which the sale component shall also be increased proportionately, and as such the Promoters shall be constructing further floors to the said wings/buildings, That the said A wing which is partly sale and partly rehab, height of the wing A will be up to 30 mts. and shall have separate entrance shown by letter "A" on the plan annexed hereto. That the said "B" wing which is a Sale Component Building, height of the wing "B" will be up to 70 mts and shall have a separate entrance shown by letter "B" on the plan annexed hereto. That the said "C" wing which is partly sale and partly Rehab, height of the wing "C" will be up to 70 mts and shall have a separate entrance shown by letter "C" on the plan annexed hereto. And for the aforesaid purpose the Allottees do hereby grant their irrevocable consent for the same.

Provided that the Promoters shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment /Shop / Commercial Premises /Other of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

- 1 (a). (i) The Allottee hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottee Apartment /Shop / Commercial Premises /Other No. of the type of carpet area admeasuring sq. meters on floor in ASHTHA _____ Wing _____ of hereinafter referred to as "the Apartment /Shop / Commercial Premises /Other") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of Rs. including Rs. being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are

more particularly described in the Second Schedule annexed herewith. (the price of the Apartment /Shop / Commercial Premises /Other including the proportionate price of the common areas and facilities and Stilt / Covered / Lower or Upper machanised Parking spaces should be shown separately).

(ii) The Allottee hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottee Stilt / Covered / Lower or Upper machanised Parking space and separate allotment letter of Stilt / Covered / Lower or Upper machanised Parking space along with the number and space which will be provided to Allottee with common required conditions at the time of possession and the same shall be accepted by the Allottee being constructed in the layout for the consideration of Rs. _____/- for Ashtha _____ Wings _____ .

The Allottee/s shall use the premises and every part thereof or permit the same to be used only for the purposes as may be permissible. He/she/they shall use the Stilt / Covered / Lower or Upper machanised Parking space if so allotted in writing only for purpose of keeping or the Allottee/s own vehicle. The Promoters shall have full right, absolute authority and entitled to allot Stilt / Covered / Lower or Upper machanised Parking space to such of the Allottee/s as the Promoters may deem fit and the Allottee/s shall not object or dispute to the same.

1(b). The total aggregate consideration amount for the Apartment /Shop / Commercial Premises /Other including Stilt / Covered / Lower or Upper machanised Parking (if any) spaces is thus Rs. _____/- (Rupees _____ only)

1(c). The Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) 10% of the total consideration as

advance payment or application fee and hereby agrees to pay to that Promoters the balance amount of Rs (Rupees) in the following manner :-

i. Amount of Rs...../-(.....)
20% of the total consideration to be paid to the Promoters at the time of execution of Agreement.

ii. Amount of Rs...../-(.....)
15% of the total consideration to be paid to the Promoters on completion of the Plinth of the building or wing in which the said Apartment /Shop / Commercial Premises /Other is located.

iii. Amount of Rs...../-(.....)
25% of the total consideration to be paid to the Promoters on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment /Shop / Commercial Premises /Other is located as in manner as under.

a) Rs._____ 2% of Total Consideration on Completion of the 1st slab

b) Rs._____ 2% of Total Consideration on Completion of the 2nd slab;

c) Rs._____ 2% of Total Consideration on Completion of the 3rd slab;

d) Rs._____ 1% of Total Consideration on Completion of the 4th slab;

e) Rs._____ 1% of Total Consideration on Completion of the 5th slab;

f) Rs._____ 1% of Total Consideration on Completion of the 6th slab;

- g) Rs._____ 1% of Total Consideration on Completion of the 7th slab;
- h) Rs._____ 1% of Total Consideration on Completion of the 8th slab;
- i) Rs._____ 1% of Total Consideration on Completion of the 9th slab;
- j) Rs._____ 1% of Total Consideration on Completion of the 10th slab;
- k) Rs._____ 1% of Total Consideration on Completion of the 11th slab;
- l) Rs._____ 1% of Total Consideration on Completion of the 12th slab;
- m) Rs._____ 1% of Total Consideration on Completion of the 13th slab;
- n) Rs._____ 1% of Total Consideration on Completion of the 14th slab;
- o) Rs._____ 1% of Total Consideration on Completion of the 15th slab;
- p) Rs._____ 1% of Total Consideration on Completion of the 16th slab;
- q) Rs._____ 1% of Total Consideration on Completion of the 17th slab;
- r) Rs._____ 1% of Total Consideration on Completion of the 18th slab;
- s) Rs._____ 1% of Total Consideration on Completion of the 19th slab;
- t) Rs._____ 1% of Total Consideration on Completion of the 20th slab;

u) Rs._____ 1% of Total Consideration on Completion of the 21st slab;

v) Rs._____ 1% of Total Consideration on Completion of the 22nd slab;

iv. Amount of Rs...../-(.....)
05% of the total consideration to be paid to the Promoters on completion of the walls, internal plaster, floorings doors and windows of the said Apartment /Shop / Commercial Premises /Other.

v. Amount of Rs...../-(.....)
05% of the total consideration to be paid to the Promoters on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment /Shop / Commercial Premises /Other.

vi. Amount of Rs...../-(.....)
05% of the total consideration to be paid to the Promoters on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment /Shop / Commercial Premises /Other is located..

vii. Amount of Rs...../-(.....)
10% of the total consideration to be paid to the Promoters on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment /Shop / Commercial Premises /Other is located.

viii. Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the Apartment /Shop / Commercial Premises /Other to the Allottee on or after receipt of occupancy certificate or completion certificate.

It is expressly agreed & understood by the Allottee/s that if the promoters carry out and complete the work due to planning & available FSI as per approved plans before stipulated stages of slab installments/ installments stated here in above written, the Allottee/s is/are liable to pay such balance installments/stages of installments together with as and when demand by the promoters. Time for making payment of such amount shall be the essence of the contract.

1(d). The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of Goods & Service Tax, or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoters) up to the date of handing over the possession of the [Apartment /Shop / Commercial Premises /Other/Plot].

1(e). The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoters undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification/order/rule/regulation published /issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(f). The Promoters may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments @9% (Nine percent only) per annum for the period by which the respective installments has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoters.

1(g). The Promoters shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoters shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

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

2.1(a). The Promoters hereby agree to observe perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the S.R.A. Concerned Local Authorities at the time of sanctioning the said Plans and issue of IOA and CC or thereafter and shall, before handing over possession of the premises to the Allottee/s, obtain from the Slum Rehabilitation Authority /Occupancy and or Completion Certificate in respect of the said Apartment /Shop / Commercial Premises /Other of said building.

2.1(b). That the as per the latest amended LOI dated 12.01.2017 the area permissible for construction on the said property is 8113.35 sq.mtrs. or thereabouts and the same will be increased as per revised LOI in due course of time.

2.1(c). That as stated hereinabove in these presents the said properties are being developed by the Promoters as a slum under the scheme approved by the Slum Rehabilitation Authority under D.C. Regulation 33(10) pursuant to the LOI dated 16.10.2009, and revised L.O.I. dated 20.10.2010 and further revised LOI dated 30/07/2014 and again LIO revise on 12.01.2017 granted by the Slum Rehabilitation Authority.

2.1(d). That the Promoters shall be entitled to amalgamate adjoining and or other property with the said property, for the proper and planned development, and the Allottee herein do hereby grant his irrevocable consent for the same.

2.1(e). That the final area of the said properties after carrying out survey and demarcation is 2028.40 sq.mtrs or thereabouts. That as such at the time of the execution of the Deed of Conveyance such area of the said property shall be conveyed to the societies as may be found on further measurement and demarcation of the same.

2.2. Time is essence for the Promoters as well as the Allottee. The Promoters shall abide by the time schedule for completing the project and handing over the [Apartment /Shop / Commercial Premises /Other] to the Allottee and the common areas to the association of the Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Promoters hereby declares that the Floor Space Index available as on date in respect of the project land is 2028.40 square meters only and Promoters has planned to utilize Floor Space Index of 04 or more if there by availing of TDR or FSI

available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoters has disclosed the Floor Space Index of 04 or more if there as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment /Shop / Commercial Premises /Other based on the proposed construction and sale of Apartment /Shop / Commercial Premises /Others to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.

4.1. If the Promoters fails to abide by the time schedule for completing the project and handing over the [Apartment /Shop / Commercial Premises /Other/Plot] to the Allottee, the Promoters agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoters, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoters.

4.2. Without prejudice to the right of promoters to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoters under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of installments, the Promoters shall at his own option, may terminate this Agreement:

Provided that, Promoters shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided

by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, promoters shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoters) within a period of thirty days of the termination, the installments of sale consideration of the Apartment /Shop / Commercial Premises /Other which may till then have been paid by the Allottee to the Promoters.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoters in the said building and the Apartment /Shop / Commercial Premises /Other as are set out in Annexure 'E', annexed hereto.

6. The Promoters shall give possession of the Apartment /Shop / Commercial Premises /Other to the Allottee on or before..... day of20___. If the Promoters fails or neglects to give possession of the Apartment /Shop / Commercial Premises /Other to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment /Shop / Commercial Premises /Other with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoters received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of Apartment /Shop /

Commercial Premises /Other on the aforesaid date, if the completion of building in which the Apartment /Shop / Commercial Premises /Other is to be situated is delayed on account of –

- (i) war, civil commotion or act of God ;
- (ii) Non availability / shortage of steel, cement, other building material, water or electric supply.
- (iii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- (iv) Any other reason/cause beyond their control.

7.1. Procedure for taking possession - The Promoters, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment /Shop / Commercial Premises /Other/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoters shall give possession of the [Apartment /Shop / Commercial Premises /Other/Plot] to the Allottee. The Promoters agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee agree(s) to pay the maintenance charges as determined by the Promoters or association of Allottees, as the case may be.

The Promoters on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2. The Allottee shall take possession of the Apartment /Shop / Commercial Premises /Other within 15 days of the written notice from the promotor to the Allottee intimating that the said Apartment /Shop / Commercial Premises /Others are ready for use and occupancy.

7.3. Failure of Allottee to take Possession of [Apartment /Shop / Commercial Premises /Other/Plot]: Upon receiving a written intimation from the Promoters as per clause 25, the

Allottee shall take possession of the [Apartment /Shop / Commercial Premises /Other/Plot] from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the [Apartment /Shop / Commercial Premises /Other/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 25 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4. If within a period of five years from the date of handing over the Apartment /Shop / Commercial Premises /Other to the Allottee, the Allottee brings to the notice of the Promoters any structural defect in the Apartment /Shop / Commercial Premises /Other or the building in which the Apartment /Shop / Commercial Premises /Other are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the Act.

8. The Allottee/s shall use the premises and every part thereof or permit the same to be used only for the purposes as may be permissible. He/she/they shall use the Stilt / Covered / Lower or Upper machanised Parking space if so allotted in writing only for purpose of keeping or parking the Allottee/s own vehicle. The Promoters shall have full right, absolute authority and entitled to allot Stilt / Covered / Lower or Upper machanised Parking space to such of the Allottee/s as the Promoters may deem fit and the Allottee/s shall not object or dispute to the same.

9. The Allottee along with other allottee(s)s of Apartment /Shop / Commercial Premises /Others in the building shall join informing and registering the Society or Association or a Limited Company to be known by such name as the Promoters may decide

and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Allottee, so as to enable the Promoters to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1. The Promoters shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Promoters in the said structure of the Buildings or wings in which the said Apartment /Shop / Commercial Premises /Other is situated.

9.2. The Promoters shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Promoters in the project land on which the building with multiple wings or buildings are constructed.

9.3. Within 15 days after notice in writing is given by the Promoters to the Allottee that the Apartment /Shop / Commercial Premises /Other is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment /Shop / Commercial Premises /Other) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority

and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoters such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoters provisional monthly contribution of Rs. per month towards the outgoings. The amounts so paid by the Allottee to the Promoters shall not carry any interest and remain with the Promoters until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to the Society or the Limited Company, as the case may be.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoters, the following amounts :-

- (i) Rs. for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- (ii) Rs. for formation and registration of the Society or Limited Company/Federation/ Apex body.
- (iii) Rs. for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body
- (iv) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges.

(v) Rs _____ for deposits of electrical receiving and Sub Station provided in Layout

(vi) Rs.for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body of 24 month together monthly contribution.

In case there shall be deficit in this regard, the Allottee/s shall forthwith on demand pay to the Promoters his proportionate share to make up such deficit. (The Allottee/s is aware that out of the expenses mentioned in Clause 11 (i) to 11 (vi) above, only the item shown under Clause (vi) is accountable and charges shown under 11 (i) to 11 (v) are not accountable and non refundable.

11. The Allottee shall pay to the Promoters a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoters in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

11(a). In addition to the above charges the Allottee shall pay actual charges for the installation of the uniform external grills.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoters, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoters, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in

respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

12(a). The transaction covered by this contract is understood to be a sale liable to tax under GST or any other statute notification or circular of Government (State and/or Central). If, however, by reason of any amendment to the constitution or enactment or amendment of any existing law or on introduction or enforcement of any statute, circular or notification by any Government (Central or State) this transaction is hold to be liable to any tax as a sale or otherwise in whatever form either as a whole or in part any inputs or materials or equipments used or supplied in execution of or in connection with this transaction are liable to tax, the same shall be payable by the Allottee/s along with other Allottee/s on demand at any time and the Promoters shall not be held liable or responsible. That the GST applicable to this transaction shall also be paid by the Allottees.

12(b). All the deposits payable to the MCGM, Reliance Energy Ltd., Electricity Board/TATA/, Mahanagar Telephone Nigam for water connection and electricity charges, drainage, telephone connection/Gas Line or of permanent deposits in respect of the said building wherein the premises is situated which become payable shall be paid or reimbursed to the Promoters by the Allottee/s.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS

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

i. The Promoters has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal

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

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

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

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

vi. The Promoters has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

vii. The Promoters has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Apartment /Shop / Commercial Premises /Other/Plot] which will, in any manner, affect the rights of Allottee under this Agreement

viii. The Promoters confirms that the Promoters is not restricted in any manner whatsoever from selling the said [Apartment /Shop /

Commercial Premises /Other/Plot]to the Allottee in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of Allottees the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

x. The Promoters has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoters in respect of the project land and/or the Project except those disclosed in the title report.

xii. It is expressly agreed that the Promoters shall be entitled to sell the premises in the said building for the purpose of using the same as Guest House, Dispensaries, Nursing Homes, Maternity Homes, for Residential or for commercial use and/or any other user as may be permitted by the local concerned authority in that behalf and the Allottee/s shall not be entitled to object to the use of the premises for the aforesaid purpose at any time in future by the respective Allottee/s thereof.

13(a). The Promoters hereby represent and declare and the Allottee/s hereby confirm and grant their irrevocable consent that:

i) If Due to any change in Development rules and regulations or by introduction of any policy by the government of Maharashtra or any other concern authorities any benefit of TDR (Transferable Development Rights)) are available in respect of the said property, then in such event, the Promoters alone shall be

entitled to avail such T.D.R. benefit for which they are entitled to acquire and purchase such F.S.I. by way of T.D.R. from any other property as may be permissible and to use, utilize, consume and exploit the same by constructing additional structure or additional floors on the said building.

ii.)The Promoters shall be entitled to do and perform all such acts, deeds, things and matters and to sign, execute and admit execution of all such documents, deeds, writings, applications, forms, including modifications, changes, alterations etc. in the said sanctioned plan and other permissions as they may in their absolute discretion so desire.

iii.)The Allottee hereby agrees and undertakes that he/she/they shall not obstruct or object or dispute to the right, title and interest of the Promoters in respect of the said additional F.S.I. and/or T.D.R. benefit available to the Promoters as above and shall do and perform all such acts, deeds, things and matters and to sign and execute all such requisite confirmations, applications, consent, etc. if so required by the Promoters.

iv.) The Allottee/s herein do hereby grant his/her/their irrevocable consent for amalgamation, layout & subdivision of plot if so required by the Promoters.

v.) The Allottee/s hereby irrevocably agrees and undertakes that he/she/they shall not claim or demand any consideration/ amount or compensation or benefit from the Promoters in respect of the said benefit of additional F.S.I. and/or T.D.R. available to the Promoters to use, utilize, consume and exploit the same by constructing additional structure or additional floors on the said building.

vi) The Allottee/s of Apartment /Shop / Commercial Premises /Other /premises etc. from the Promoters in respect of the said Building/additional floors which the Promoters are entitled to construct by use of such extra or additional F.S.I. and/or T.D.R. benefit shall be accepted and admitted as member and shareholder of the society and/or Company or other

organization as may be formed and registered by the Allottee/s of the premises in the said buildings and such Allottee/s shall have all the privileges and entitled to avail of the common amenities as may be available to the Allottee/s herein in the said buildings and/or the property.

vii) It is expressly agreed and understood by the Allottee/s that though the right, title and interest of the Promoters to avail the benefit of additional FSI and/or TDR benefit to use, utilize and consume the same on the said property shall be absolute and permanent.

viii) The Allottee/s hereby agrees & undertakes the he/she they shall not misuse the said flowerbed, pocket terraces & part terraces created due to the planning/ planning constraints.

ix) The Promoters shall construct the building in accordance with the plans, designs, specifications that are approved by the SRA or competent Authority and with only such variations and modifications, which the Promoters may consider necessary and/or convenient and/or as may be required by the SRA or competent Authority and/or other concerned authority Sanctioning Authorities to be made by them. The Promoters shall be entitled to make such changes in the building plans as may be required by the sanctioning Authorities and as the Promoters may from time to time determine and as may be approved by the sanctioning Authorities and the Allottee hereby agrees to the same. This shall operate as an irrevocable consent of the Allottee to the Promoters carrying out construction as per the propose plans and such changes of the building plans as may be necessary for the effective fulfillment of the same.

x) Notwithstanding the other provisions of this Agreement, the Promoters shall be entitled to nominate or appoint any person (Project Management Agency) to manage the operation and maintenance of the Building, premises and the infrastructure, common amenities and facilities of the plot, for a period of at least three (3) years after the plot is developed and if the organization approves, for any subsequent periods. The Promoters shall have

the authority and discretion to negotiate with such Project Management Agency and to enter into and execute a formal agreement/s for maintenance and management of infrastructure with it/them. The Promoters may enter into other related agreements with any other company or organization as may be necessary for effective, full and efficient management of the infrastructure, common amenities.

xi) In such event, the Allottee agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoters or the Project Management Agency, including without limitation, payment of the Allottee's share of the service charges that may become payable with respect to the operation and maintenance of the building and other amenities.

xii) It is clarified that the organization shall not deal with any matters relating to the development of the plot or any part thereof or the transfer or the sale or utilization of any permissible FSI/TDR in accordance with the scheme of development. The Organization shall strictly function within the frame work of its constitution as framed by the Promoters. All the development potential of the plot including in the form of the existing and future FSI (Whether by change of law or otherwise) and/or TDR to arise in any manner whatsoever shall always stand vested in the Promoters and the Promoters shall always be entitled to utilize and exploit the same on the plot or any part thereof and/or upon the building constructed thereupon in such manner as it deems fit;

xiii) The Promoters shall be entitled to put up Mobile, T.V. Cable Antenna, Tower Satellite etc. as also a hoarding or hoardings on the said property or on the said building or any part thereof and the said hoardings may be illuminated by neon sign and for that purpose the Promoters will be fully authorised to allow temporary or permanent construction or erection or installation either on the terrace or terraces or on the exterior of the said building as the case may be and the Allottee/s agrees not to object or dispute the same and Promoters shall be entitled to receive the rent from the aforesaid service providers.

xiv) It is specifically and expressly agreed that in the event of the Promoters require to install or erect any structure or room for the purpose of installation of Transformer or any other instrument to obtain necessary supply of electricity for the building to be constructed on the said property from B.S.E.S./BEST/Reliance energy Electricity Board/TATA or any other concerned authorities either within the said property or the building to be construct thereon than in such event the Allottee/s shall bear and pay the said outstanding charges deposits and expenses to be incurred paid or deposited with the said or to any other concerned authorities for the said purpose, proportionately as may be decided by the Promoters. The Promoters shall not be liable to bear and pay the said expenses, charges or deposits as may be required to obtain electricity supply from the said Electricity Board and authorities.

xv) The Promoters shall be at full liberty to sell, assign, mortgage or create any right or otherwise deal with their right and interest in the aforesaid property and building or any of them subject to the rights of the Allottee/s under this Agreement. The Promoters shall have full right and absolute power and authority and will be absolutely entitled to raise moneys for development of the said property or otherwise and to keep the said property as security for repayment thereof.

xvi) The Promoters shall in respect of any amount remaining unpaid by the Allottee/s under this Agreement have first lien and charge on the said Apartment /Shop / Commercial Premises /Other/shop agreed to be allotted by the promoters and or purchased/acquired by the Allottee/s.

13(b). The Allottee/s hereby grant irrevocable power and consent to the Promoters and agrees:-

- (i) that the Promoters alone shall be entitled at all time to all FSI in respect of the said property whether available at present or in future including the balance

FSI, the additional FSI available under the Rules and regulations of the concerned authorities from time to time and/or by any special concession, modification of present Rules and Regulations granting FSI available in lieu of the road widening, set back, reservation or by way of Transfer of Development Rights (TDR) by whatever named called and in all forms or otherwise howsoever.

- (ii) That under no circumstances the Allottee/s and/or Society or other common organization will be entitled to any FSI in respect of the said property nor shall he/she/they have any right to consume the same in any manner whatsoever.
- (iii) that the Promoters shall be entitled to develop the said property fully by constructing and/or making additions in the buildings and/or by constructing additional /floors /structures so as to avail of the full FSI permissible at present or in future on the said property inclusive for staircase, lift, passage, by way of purchase of floating FSI, TDR, free FSI which may be available on the said property or acquired otherwise howsoever and including putting up any "additional construction" as mentioned above and on Promoters selling the same and appropriating to themselves the entire sale proceeds thereof without the Allottee/s or other acquirers of other premises in such building and/or their common organization having any claim thereto or to any part thereof. The FSI of any nature whatsoever available at present or in future and further and/or additional construction shall always be the property of the Promoters who shall be at liberty to use, deal with dispose of, sell, transfer etc. the same in manner the Promoters may chooses. The Allottee/s agrees not to raise any objection and/or claim reduction in price and/or compensation and/or damages including on the

ground of inconvenience and/or nuisance while putting up such additional construction mentioned above. The Promoters shall be entitled to consume such FSI by raising floor or floors on the said building and/or putting additional structures and/or by way of extension of any structure. The document vesting the title of the said property, building etc. and transfer of rights and benefits of the Promoters as hereinafter mentioned shall be subject inter alia to the aforesaid reservation.

- (iv) that the Promoters alone shall be entitled to sell any part or portion of the buildings including the open terrace/s or part of the said portion basement/ground/podium, Stilt / Covered / Lower or Upper machanised Parking space, service slabs, covered or otherwise, open space including for use as a bank, offices, shops, nursing home, display of advertisements, and as the Promoters may deem fit and proper.
- (v) To admit without any objection the persons who are allotted Apartment /Shop / Commercial Premises /Others/premises/Stilt / Covered / Lower or Upper machanised Parking place etc. by the Promoters as members of the proposed society/Organization and/or as members of the society/ Organization in the event the society/organization is registered before all including Apartment /Shop / Commercial Premises /Others of extended/annexed buildings are sold by the Promoters.
- (vi) not to raise any objection or interfere with Promoters rights reserved hereunder.
- (vii) To execute, if any further or other writing, documents, consents etc. as required by the Promoters for carrying out the terms hereof and intentions of the parties hereto.

- (viii) To do all other acts, deeds, things and matters and sign and execute such papers, deeds, documents, writings, forms, applications which the Promoters in their absolute discretion deem fit for putting into complete effect the provisions of this Agreement.

The aforesaid consent, authority and covenants shall remain valid, continuous, irrevocable, subsisting and in full force even after the possession of the said premises is handed over to the Allottee/s and/or possession of the said building is handed over to the society/ Association/Organization of the Allottee/s all the premises of and vesting document is executed. The aforesaid covenants or such of them as the Promoters may deem fit will be incorporated in the vesting document they shall run with the property.

14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment /Shop / Commercial Premises /Other may come, hereby covenants with the Promoters as follows :-

- i. To maintain the Apartment /Shop / Commercial Premises /Other at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment /Shop / Commercial Premises /Other is taken and shall not do or suffer to be done anything in or to the building in which the Apartment /Shop / Commercial Premises /Other is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment /Shop / Commercial Premises /Other is situated and the Apartment /Shop / Commercial Premises /Other itself or any part thereof without the consent of the local authorities, if required.

- ii. Not to store in the Apartment /Shop / Commercial Premises /Other any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment

/Shop / Commercial Premises /Other is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment /Shop / Commercial Premises /Other is situated, including entrances of the building in which the Apartment /Shop / Commercial Premises /Other is situated and in case any damage is caused to the building in which the Apartment /Shop / Commercial Premises /Other is situated or the Apartment /Shop / Commercial Premises /Other on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

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

iv. Not to demolish or cause to be demolished the Apartment /Shop / Commercial Premises /Other or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment /Shop / Commercial Premises /Other or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment /Shop / Commercial Premises /Other is situated and shall keep the portion, sewers, drains and pipes in the Apartment /Shop / Commercial Premises /Other and the appurtenances thereto in good tenantable repair and condition, and in particular,

so as to support shelter and protect the other parts of the building in which the Apartment /Shop / Commercial Premises /Other is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment /Shop / Commercial Premises /Other without the prior written permission of the Promoters and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment /Shop / Commercial Premises /Other is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment /Shop / Commercial Premises /Other in the compound or any portion of the project land and the building in which the Apartment /Shop / Commercial Premises /Other is situated.

vii. Pay to the Promoters within fifteen days of demand by the Promoters, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment /Shop / Commercial Premises /Other is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment /Shop / Commercial Premises /Other by the Allottee for any purposes other than for purpose for which it is sold.

ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment /Shop / Commercial Premises /Other until all the dues payable by the Allottee to the Promoters under this Agreement are fully paid up.

x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartment /Shop / Commercial Premises /Others therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment /Shop / Commercial Premises /Other in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the building in which Apartment /Shop / Commercial Premises /Other is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the project land on which the building in which Apartment /Shop / Commercial Premises /Other is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

xiii. It is expressly and specifically agreed understood and confirmed by the Allottee/s that till the vesting documents in respect of the portion of the said property together with the said building standing thereon and even after execution of such documents in favour of the said organization to be formed

registered/incorporated by the Allottee/s of Apartment /Shop / Commercial Premises /Others/premises in the said building, the Promoters shall have full right, power and absolute authority to deal with or dispose off the unsold Apartment /Shop / Commercial Premises /Others /premises etc. which are in the name of the Promoters or their nominee to the person or persons of their choice and to their absolute discretion to which the Allottee/s herein and other Allottee/s shall have no right or authority to object or challenge the same. On the Promoters intimating to the society or limited company, as the case may be the name or names, of the Allottee/s or Allottee/s of such unsold Apartment /Shop / Commercial Premises /Others/premises etc. the Organization/society shall admit and accept such person/persons as their member/s and shareholder/s and shall issue/transfer share certificate in favour of such person/persons without charging/ recovering any premium, fees, donation or any amount of whatsoever nature for such transfer.

xiv. It is expressly agreed and confirmed by the Allottee/s that he/she/they shall be bound and liable to bear and pay and discharge his/her/their proportionate share of taxes, rates, charges, cesses, maintenance charges and all other expenses penalties, premium duties and outgoings payable in respect of the Apartment /Shop / Commercial Premises /Other/premises agreed to be purchased by the Allottee/s under this Agreement, from the date of Promoters intimates to the Allottee/s to take possession of the premises agreed to be purchased by the Allottee/s. Such date of handing over the possession of the said premises will be intimated by the Promoters to the Allottee/s at their address given in page no. 2 herein by post under certificate of posting. The intention of the parties hereto being clear that irrespective of the fact whether the Allottee/s takes possession of the premises agreed to be purchased by him/her/them under these presents on the date intimated by the Promoters as aforesaid or not, or whether the Promoters demand for the same or not, the Allottee/s shall without any reservation or objection bear pay and discharge his/her/their share of the aforesaid taxes,

charges, cesses, rates, maintenance charges expenses, penalties, duties, premium and outgoings etc. of the said premises and the said building. The decision of the Promoters as regards the time period, proportion of the amount demanded shall be final and binding upon the Allottee/s.

xv. That the Allottee/s of the Premises in the said building shall not be allowed to change the building colour scheme before taking written permission from the Promoters.

xvi. That if any taxes are levied by State Government or by Central Government in any form, the same shall be payable by the Allottee/s alone and the Promoters shall not be liable to pay the same and/or contribute any amount towards the same, and such amount shall be paid by the Allottee/s before taking possession of the Premises.

xvii. The Allottee/s shall observe, perform and abide by all the conditions and stipulation contained in the permissions, sanctions and approval given granted by the concerned authorities including of Municipal Corporation of Greater Bombay.

15. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment /Shop / Commercial Premises /Others or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment /Shop / Commercial Premises /Other hereby agreed to be sold to him and all open spaces, Stilt / Covered / Lower or Upper machanised Parking spaces, lobbies, staircases, terraces recreation spaces,

will remain the property of the Promoters until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

17. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoters executes this Agreement he shall not mortgage or create a charge on the Apartment /Shop / Commercial Premises /Other/ and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment /Shop / Commercial Premises /Other].

18. BINDING EFFECT

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

Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this Agreement or any forbearance of giving of time to the Allottee/s by the Promoters shall not be construed as a waiver on the part of the Promoters of any breach or non compliance of any of the terms and conditions of this agreement by the Allottee/s or shall the same in any manner prejudice the rights of the Promoters.

19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment /Shop / Commercial Premises /Other/plot/building, as the case may be.

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE /SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment /Shop / Commercial Premises /Other/Plot], in case of a transfer, as the said obligations go along with the [Apartment /Shop / Commercial Premises /Other/Plot] for all intents and purposes.

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions

of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the [Apartment /Shop / Commercial Premises /Other/Plot] to the total carpet area of all the [Apartment /Shop / Commercial Premises /Others/Plots] in the Project.

24. FURTHER ASSURANCES

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

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoters through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoters and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoters or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai .

26. The Allottee and/or Promoters shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.

27. That all notices to be served on the Allottee and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoters by Registered Post A.D and notified Email ID/Under Certificate of Post in gat their respective addresses specified below:

_____ Name of Allottee

_____ (Allottee's Address)

Notified Email ID:_____

Promoters name

M/s. Town Developers

Promoters Address

509-510, Shreeji Arcade, Opp. Dena Bank,Kandivali (W), Mum-67.

Notified Email ID: indo_build@yahoo.co.in

It shall be the duty of the Allottee and the promoters to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoters or the Allottee, as the case may be.

28. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Promoters to the Allottee 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 Allottees.

29. Stamp Duty and Registration :- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

30. Dispute Resolution :- Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the _____ Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

31. GOVERNING LAW

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

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Mumbai in the presence of attesting witness, signing as such on the day first

FIRST SCHEDULE ABOVE REFERRED TO

FIRSTLY : ALL THAT piece or parcel of land bearing C.T.S.No.416, 416/1 to 18 admeasuring 515.10 Square Meters, Plot No.299, of Village Pahadi, Goregaon, Taluka Borivali, situated in Jawahar Nagar Co-operative Housing Society Limited, Mumbai Suburban District, within the Registration District of Mumbai Suburban.

SECONDLY : ALL THAT piece or parcel of land bearing Plot No.298, C.T.S.No.417, 417/1 to 26 admeasuring 502.60 Square Meters, of Village Pahadi, Goregaon, Taluka Borivli, Mumbai Suburban District, within the Registration District of Mumbai Suburban.

THIRDLY : ALL THAT piece or parcel of land bearing plot number 288, corresponding to CTS No.419, 419/1 to 34, admeasuring 503.6 square metres or thereabouts and plot no. 297 (297-A) corresponding to CTS No.420,420/1 to 25

admeasuring 507.10 square meters or thereabouts both situate lying and being at Village Pahadi, Goregaon, Taluka Borivali, Mumbai Suburban District.

FOURTH : All that Apartment /Shop / Commercial Premises /Other/Shop/Commercial Premises/Other Premises No._____ admeasuring _____ sq.mt. (_____) carpet area on _____ floor of wing _____ of the building to be known as _____ Situated at Jawahar Nagar, Village Pahadi, Goregaon (west), Taluka Borivali, Mumbai Suburban District lying being CTS No. 419, 419/1 to 34, 420,420/1 to 25, 417, 417/1 to 26, 416, 416/1 to 18

SECOND SCHEDULE ABOVE REFERRED TO

- (i) The entire sub divided land of wing where the said wing is and registration under this Act is sought for wing, the entire land for that wing of subdivided plot;
- (ii) The stair cases, lifts, staircase and lift lobbies, fir escapes, and common entrances and exits of buildings;
- (iii) The common terraces, play areas, open parking areas and common storage spaces if there any;
- (iv) The premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel if there any;
- (v) Installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy if there any;
- (vi) The water tanks, pumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;

(vii) All other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use if there any;

SIGNED SEALED AND DELIVERED BY)
the within named **ALOTTEE**)

Name	Photo	Signature	
SHRI./SMT. PAN NO.:			
SHRI./SMT. PAN NO.:			

in the presence of)
SIGNED SEALED AND DELIVERED)
By the within named **PROMOTERS**)
M/S.TOWN DEVELOPERS : PAN NO. AAFT6366L)
THROUGH ITS PARTNER)

Name	Photo	Signature	LHT

In the presence.....)

R E C E I P T

by Pay Order/Cheque details as follows:

Received of and from the Allottee above named the sum of Rupees
a sum of Rs._____/ - (SAY Rupees
_____ Only)
on execution of this agreement towards Earnest Money Deposit or
application fee.

<u>CHEQUE No.</u>	<u>CHEQUE DT.</u>	<u>DRAWN ON</u>	<u>AMOUNT (Rs.)</u>

Being the earnest money by him/her/them to us on or before the
execution of this agreement. (Subject to realization of cheque)

WE SAY RECEIVED.

M/S.TOWN DEVELOPERS

(PARTNER)

(PROMOTERS)

Witness: