

THIS AGREEMENT FOR SALE made at Mumbai this ____ day of _____
2017.

BETWEEN

ROHAN DEVELOPERS PVT. LTD. a Company incorporated under the provisions of Indian Companies Act, 1956, having its registered office at Gordhan Building No. II, Dr. Parekh Street, Prarthana Samaj, Mumbai 400 004, and represented by its authorized signatory _____ (Aadhar no. _____) authorized vide board resolution dated _____, hereinafter referred to as **“THE PROMOTERS”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their successors and assigns) of the One Part;

AND

(1) _____ and (2) _____, both of Mumbai Indian Inhabitants, residing at _____ Mumbai _____ hereinafter referred to as “**THE FLAT PURCHASER/S or PURCHASER/S**”(which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his/her/their respective heirs, executors and administrators) of the Other Part;

WHEREAS:

- (a) By a Deed of Conveyance dated 12th February, 2008 registered with the Office of the Sub-Registrar of Assurances at Mumbai under Serial No. BBE1-1405/2008 on 14th February, 2008 executed between Babubhai Maneklal Shah, therein referred to as ‘the First Vendor’, (i) Nautamlal Jethalal Shah (HUF) through its Karta and Manager Shri Manoj Nautamlal Shah, (ii) Manoj Nautamlal Shah and (iii) Ketan Nautamlal Shah, therein referred to as ‘the Second Vendors’, (i) Bharat Maganlal Patel, (ii) Dipak Maganlal Patel and (iii) Daksha Arun Patel, therein referred to as ‘the Third Vendors’, (i) Kiran Chhotalal Patel, (ii) Satish Chhotalal Patel and (iii) Hemant Chhotalal Patel, therein referred to as ‘the Fourth Vendors’, Jayaben Shantilal Patel, therein referred to as ‘the Fifth Vendor’, Gaurang Jayantilal Patel, therein referred to as ‘the Sixth Vendor’ and Dhirubhai Naranji Patel (HUF) through its Karta and Manager Shri Dhiribhai Naranji Patel, therein referred to as ‘the Seventh Vendor’ and (i) Malini Rohitkumar Sanghrajka, (ii) Bharti Kumar Doshi, (iii) Renu Surendra Sanghrajka, and (iv) Mrs. Trupti M. Mody, therein referred to as ‘the First Confirming Party’, (i) Hiren Arun Patel, (ii) Mayuri Anand Patel and (iii) Sneha Kirit Nana, therein referred to as ‘the Second Confirming Party’, (i) Urvashi Chandra Vadan and (ii) Kalpana Patel, therein referred to as ‘the Third Confirming Party’, (i) Sanjay Shantilal Patel, (ii) Priti R. Mehta and (iii) Swati Patel, therein referred to as

- ‘the Fourth Confirming Party’, (i) Minal Bharat Patel and (ii) Geeta Vijay Govind, therein referred to as ‘the Fifth Confirming Party’, (i) Dhiribhai Naranji Patel, (ii) Manjuben Dhirubhai Patel, (iii) Nitish D. Patel, (iv) Shruti Madhav Nagarkar and (v) Dhruti Ambrish Vaidya, therein referred to as ‘the Sixth Confirming Party’, and the Promoters herein, therein referred to as the Purchasers; the Vendors therein with the consent and confirmation of the Confirming Parties thereto, sold transferred and conveyed unto the Purchasers therein; all that piece or parcel of land bearing Final Plot No. 269 of TPS III, corresponding to C.S. No. 562 admeasuring 1597 sq. yards equivalent to 1335.30 sq. mtrs. situate lying and being at SenapatiBapat Marg, Matunga, Mumbai, which property is more particularly described in the annexure Schedule annexed thereto and marked as Annexure-A which is the same as set out in the annexure annexed hereto and marked as “**ANNEXURE-A**” and delineated with red colour boundary line on the Plan annexed hereto and marked as “**ANNEXURE-B**” (for the sake of brevity and convenience hereinafter referred to as “**the said Property**”) for the consideration and on the terms and conditions set out therein.
- (b) The Promoters are in process of amalgamating the said Property with other property/properties acquired or which may be acquired by the Promoters hereinafter inter-alia by utilizing Floor Spacing Index (“**FSI**”) and/ or Transferable Development rights (“**TDR**”) / FSI and/ or compensatory Fungible FSI and / or any other FSI by whatever nomenclature called of the adjacent property on the said Property and/or utilizing the FSI and/ or TDR / FSI and/ or compensatory Fungible FSI and / or any other FSI by whatever nomenclature called of the said property on any of the adjacent properties as may be acquired by the Promoters hereinafter, and construct one or more Building/s on the said Property alongwith such amalgamated property/properties. The said Property hereinafter referred to in this Agreement and more particularly described in the Schedule annexed hereto and marked as “Annexure A” shall mean and include the said amalgamated property/properties.
- (c) The development/redevelopment of the said Property proposed by the Promoter, has been registered as a ‘real estate project’ with the Real Estate Regulatory Authority

(“**Authority**”), under the provisions of Section 3, 4 and 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 and the Rules and Regulations framed under RERA for Maharashtra (“**RERA Rules**”). The Authority has duly issued Certificate of Registration No.[●] dated [●] for the Project, and a copy of the RERA Certificate is annexed and marked as **ANNEXURE “B-1”** hereto;

- (d) The Flat Purchaser/s has/have, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Flat Purchaser/s has/have agreed and consented to the development of the said Property, in the manner mentioned in the RERA Certificate. The Flat Purchaser has also examined all documents and information uploaded by the Promoters on the website of the Authority as required by RERA and the RERA Rules and Regulations and has understood the documents and information in all respects.
- (e) The Flat Purchaser/s have demanded from the Promoters and the Promoters have given inspection to the Flat Purchaser/s of all the documents of title relating to the said Property ,the plans designs and specifications prepared by the Promoters’ Architects and of such documents as are specified under the Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, Sale Management and Transfer) Act, 1963 (“**MOFA**”) and RERA (hereinafter collectively referred to as “**the said Acts**”) and the rules and regulations made thereunder and shall be provide the Flat Purchasers with any other document if and when necessary under any other law as may be applicable from time to time. The Promoters have informed the Purchaser herein that the Promoters have procured a loan as and by way of mortgage said Property alongwith newly constructed building known as “Lifescapes Mirage” from ECL Finance Limited (“**ECLFL**”) and the sale of the flats is subject to the terms of the conditional no objection (NOC) issued by ECLFL.

- (f) The Promoter further inform the Purchaser that the Project “**Lifescapes Mirage**” has been additionally funded by issuance of Non-Convertible Debentures and the project assets have now been mortgaged to Debenture Trustee, **Catalyst Trusteeship Ltd (“Debenture Trustee”)** and the sale is subject to the terms of the conditional no objection certificate issued by the Debenture Trustee and/or Monitoring Agent All the sale consideration (other than VAT/GST & Sale Tax etc.), by whatsoever name called, shall be deposited in deposited in the Escrow Account opened with HDFC Bank in the name and style of ‘RDPL Mirage Project Escrow Account’ bearing account no. 04230350000357 and all the cheques/demand drafts etc shall be drawn in favour of the aforesaid Escrow Account. The receivables of the Flat (herein after defined) shall remain mortgaged to Debenture Trustee till deposit of sale consideration in full in the Escrow Account.
- (g) A photocopy of the Property Card, Title Report dated 26th March, 2013 issued by M/s. Shah & Sanghavi Advocates & Solicitors for the Promoters and copies of the plans designs and specifications prepared by the Promoters’ Architects are annexed hereto and marked as “**ANNEXURE- C**”, “**ANNEXURE D**” and “**ANNEXURE E**” respectively. Save and except as provided herein, the title of the said Property is clear, marketable and free from all encumbrances.
- (h) The necessary building plans have been sanctioned by Municipal Corporation of Greater Mumbai vide Intimation of Disapproval (“**I.O.D.**”) dated 11th July, 2013 bearing No. EB/6879/GN/A and Municipal Corporation of Greater Mumbai (“**MCGM**”) has also issued the Commencement Certificate dated 10th December 2013 in respect of the new building to be constructed by the Promoters on the said Property, a copy whereof are annexed hereto and marked **ANNEXURE “F”** and **ANNEXURE “G”** respectively.
- (i) The Promoters have informed the Tenants/Purchasers that the Promoters propose to construct a composite building consisting of ground and 20 or more upper floors (“**the said Building**”). The Plan as sanctioned by M.C.G.M provides for 1ST to 4th

and part of 5th Floor as parking floors. The refuge floor shall be located partly on the 7th floor and partly on the 14th floor as per the Plan as sanctioned by M.C.G.M.

- (j) Further, the Purchasers consent and acknowledge that in addition to the plans sanctioned /approved by the MCGM by and under the IOD and the CC, the Promoters propose to construct, in the future a health club on the said Property, subject to the approvals from the MCGM and the concerned authorities in accordance with the proposed plans and specifications which are annexed and marked as **ANNEXURE “G-1”** hereto
- (k) The Promoters have entered into a standard Agreement with **M/s 1 Architectural Consultant** an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects and have also appointed **M/s. Design Group** as a license surveyor.
- (l) The Promoters have appointed **M/s. Shanghvi & Associates Consultants Pvt. Ltd. and Mr. Suresh Patil** as structural Engineers for the preparation of the structural design and drawings of the said Building and the Promoters accept the professional supervision of the architect and the structural engineer till the completion of the said Building.
- (m) The above details along with the annexures to the RERA Certificate are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in>.
- (n) After satisfying himself/ herself/ themselves with regards to the title of the said Property and all orders, permissions and plans and the representations made herein by the Promoters, the Flat Purchaser/s has/ have applied to the Promoters for allotment to the Flat Purchaser/s a flat bearing No. _____, admeasuring _____ square feet equivalent to _____ square meters carpet area as per the RERA and admeasuring _____ square feet equivalent to _____ square meters carpet area as per plans sanctioned/ IOD, on _____ floor, of the said Building known as **LIFESCAPES MIRAGE**, the details of which are more particularly described in and shown by red colour outline on the plan annexed hereto as **ANNEXURE “H”**

(hereinafter referred to as **“the Flat”**), together with the____ covered ramp car parking space;

- (o) For the purpose of this 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. For the purpose of this clause, 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. The expression “walls” would mean walls made of Reinforced Cement Concrete (RCC) or plain concrete or Shear wall(s) or walls made from bricks or blocks or precast materials or drywalls or walls made of any material or composition of one or more of any of the materials and shall include column(s) within or adjoining or attached to the wall. All walls which are constructed or provided on the external face of an apartment shall be regarded as “external wall” and all walls or independent columns constructed or provided within an apartment shall be regarded as “internal partition wall”.

- (p) Relying upon the said application , declaration and agreement the Promoters have agreed to sell to the Flat Purchaser/s the Flat on ownership basis at the price and on the terms and conditions hereinafter appearing;
- (q) Prior to the execution of these presents the Flat Purchaser/s has/have paid to the Promoters a sum of Rs._____/ - (Rupees _____ Only) being part payment of the sale price of the Flat agreed to be sold by the Promoters to the Flat Purchaser/s (the payment and receipt whereof the Promoters doth hereby admit and acknowledge at the foot of these presents) and the Flat Purchaser/s have agreed to pay

to the Promoters the balance of the sale consideration and other charges in the manner hereinafter appearing in Annexure I annexed hereto and Clause Nos 65, 73 and 74.

- (r) The Promoters alone shall have the sole and exclusive right to sell, lease, convey, assign, transfer etc. the flats and premises in the said Building to be constructed by the Promoters and to enter into agreement/s with the purchaser/s and to receive the sale price in respect thereof.
- (s) Under the provisions of the said Acts and the rules and regulations made thereunder the Promoters are required to execute a Written Agreement for Sale of the Flat to the Flat Purchaser/s being in fact these presents and also to register said agreement under the Indian Registration Act, 1908.
- (t) The Flat Purchaser/s consents that Promoter reserves right to create further mortgages/encumbrances as required from time to time, save and except the right of the Flat Purchaser/s on the said Flat the details of such mortgages shall be disclosed in accordance with the provisions of law.
- (u) Permanent Account Number of the Parties hereto are as under:

ROHAN DEVELOPERS PVT.LTD. - AACCA7661A

(PROMOTERS)

MR._____ - _____

MRS._____ - _____

(FLAT PURCHASER/S)

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

1. The Parties hereto agree that the recitals hereinabove shall form an integral part of this Agreement.
2. The Promoters agree to sell unto the Flat Purchaser/s and the Flat Purchaser/s agrees to purchase from the Promoters flat bearing No.____, admeasuring _____ square feet equivalent to _____ square meters carpet area as per RERA and admeasuring _____ square feet equivalent to _____ square meters carpet area as per plans sanctioned/IOD, on ____floor, together with a ____ covered ramp car parking space , in the said Building to be known as “**LIFESCAPES MIRAGE**” being constructed by the Promoters on the said Property at or for the total consideration of Rs._____-/- (Rupees _____ Only) (“ **Sale Consideration**”) which shall be payable by the Flat Purchaser/s to the Promoter in the manner provided in **ANNEXURE “ I”** annexed hereto subject to the deduction of Tax at source (TDS) as per provisions of Section 194-IA of the Income Tax Act, 1961 @ 1 % on the total consideration or such rate as may be prescribed by the Income Tax Authority from time to time. Agreed and clarified that the consideration stated hereinabove is exclusive of payment of GST and/or any other taxes as are levied or which may be levied hereafter either by Central Government and/or State Government and/or any Public Authority. The price is including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common/limited common areas and facilities which are more particularly described in the Schedule annexed hereto and marked as “**ANNEXURE- J**” hereto.
3. The Flat Purchaser/s are liable to pay GST on all payments made by the Flat Purchaser/s in accordance with the law from time to time, which will be over and above the consideration as mentioned hereinabove. In the event, the rate of GST being revised in future before grant of Occupation Certificate (OC) and/or payment of full consideration, the Flat Purchaser/s will be liable to make payment of additional GST based on revised rates on the sale consideration. The Promoters further reserves the right to collect demand for additional GST by virtue of revision of the rates and/ or by virtue of any

order/s, interest, penalty as may be demanded by the Concerned Authorities on account of GST and/or any other taxes from the Flat Purchaser/s.

4. The Promoter shall confirm the final carpet area that has been allotted to the Flat Purchaser/s after the construction of the said Building is complete and the Occupation Certificate with respect to the said Flat is granted by the MCGM, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three per cent). It is hereby agreed that if there is any increase in the carpet area allotted to Flat Purchaser/s, the Promoters shall demand additional amount from the Flat Purchaser/s towards consideration, which shall be payable by the Flat Purchaser/s prior to taking possession of the said Flat.
5. It is clarified that all the Sale Consideration, shall be deposited in the Escrow Account opened with HDFC Bank in the name and style of 'RDPL Mirage Project Escrow Account' bearing account no. 04230350000357 and all the cheques/demand drafts etc shall be drawn in favour of the aforesaid Escrow Account.
6. For this purpose, the Promoters may raise appropriate demand notices for payment upon the Flat Purchaser/s, specifying the amount out of each installment of the consideration to be paid into the aforesaid Escrow Account. The Flat Purchaser/s shall pay the same within 15 days of the date of such a demand notice. Further, the Promoters is not obliged 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.
7. In case of any financing arrangement entered by the Flat Purchaser/s with any financial institution with respect to purchase of the said premises, the Flat Purchaser/s undertakes to direct such financial institution to the promoters, and shall ensure that such financial institution does disburse/pay all such consideration amounts due and payable to the Promoter through an account payee cheque/demand draft to be deposited in the Escrow

Account opened with HDFC Bank in the name and style of 'RDPL Mirage Project Escrow Account' bearing account no. 04230350000357

8. The Flat Purchaser/s hereby agree to pay all the amounts (including interest) payable under the terms of this Agreement as and when it becomes due and payable, time for the payment of each installment being the essence of this Agreement. Further, the Promoters are 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.

9. Time shall be the essence of contract for all payments/deposits to be made by the Flat Purchaser/s under this Agreement and at law. The Flat Purchaser/s hereby agree and undertake to pay each and every installment within 15 (fifteen) days of the respective due dates as mentioned in Annexure "I" hereto. Without prejudice to the above, if the Flat Purchaser/s fails to make the payment within a period of 15 days, then and in such an event, the Flat Purchaser/s agrees to pay to the Promoter interest at the State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum or such other rate as may be prescribed under the applicable laws, on all the amounts outstanding under the terms of this Agreement. Provided that, payment of interest shall not save the termination of this agreement by the Promoters on account of any default/ breach committed by the Flat Purchaser/s in payment of any outstanding amount and/or on account of any default/breach committed by the Flat Purchaser/s of any of the terms and conditions herein contained. It is specifically agreed that the amount received by Promoters will be first appropriated towards interest receivable by the Promoters.

10. The Sale Consideration mentioned in Annexure I and the deposits/ charges mentioned in Clause Nos. 65, 73 and 74 herein below are as per the current estimated cost for construction of the said Flat. The total consideration as mentioned in **Annexure "I"** and

the deposit charges mentioned in Clause Nos. 65, 73 and 74 herein below to be paid by the Flat Purchaser/s has been calculated inter alia on all the authorities, permissions and on the basis that the Flat Purchaser/s have granted their irrevocable and binding consent including but not limited to, make any such variations, alterations, amendments or deletions as may be permissible under the provisions of law. In the event that the Flat Purchaser/s withdraw their consent or in the event the validity of the same is challenged, then the amount of Sale Consideration under “**Annexure I** 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 Promoters.

11. The Sale 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.

12. The Promoters have shown the layout of the said Property and building plans of the said Building to be constructed on the said Property as sanctioned by the MCGM and the Flat Purchaser/s is/are aware that the same is subject to further variation/amendment thereto by the Promoters and/or any other Competent Authority/Authorities from time to time and as would be sanctioned / amended / varied by MCGM and consuming entire potential of the said Property but not limited to loading of TDR/FSI and/ or compensatory Fungible FSI and or any other FSI by whatsoever nomenclature called generated from any part of the said Property and/or by way of acquiring / purchasing the same and loading the same on the said Property. The Flat Purchaser/s are specifically put to the notice that;

- (a) The Promoters will be constructing a composite building to be known as “**LIFESCAPES MIRAGE**” consisting of Ground and 20 or more upper floors

as may be sanctioned by M.C.G.M. from time to time for the purposes of providing re-habilitation/permanent alternate accommodation to the existing Tenants/ Occupants in lieu of the premises/ structures which existed on the said property and which were in their respective use and occupation as also for the free sale component available to the Promoters after providing the permanent alternate accommodation to the existing Tenants/ Occupants. Such Permanent Alternate Accommodations are being provided by the Promoters to the Tenants/ occupants on Ownership basis and on the terms and condition set out in the Agreements entered into with the Tenants/ Occupants. The part of the 7th and 14th Floors have been earmarked as a “Refuge areas”; the user whereof shall not be changed by the Flat Purchaser/s and/or anybody claiming by through under or in trust of the Flat Purchaser/s without prior approval of the Promoters, M.C.G.M. & State of Maharashtra.

- (b) The lobby / entrance area / landscape area in front of every Flat shall be for the exclusive access, use and enjoyment of such Flat Purchaser/ Promoter of such flat and the other flat purchasers / owners shall have no claim over and / or access to such lobby / entrance area / landscape area of any other flat purchaser/ owner.
- (c) The Flat Purchaser/s have been informed that 1st to 4th and part of the 5th Floor of the said Building shall be utilized for parking four wheelers Vehicles ; wherein the Promoters shall be entitled to permit and grant concession to such of the Flat Purchasers/s/ Tenant to park their respective vehicles as the Promoters may deem fit and the said permission and concession granted by the Promoters to any purchasers/s including the Flat Purchaser/s herein shall be binding on all the purchaser/s including the existing Flat Purchasers. The Promoters shall be constructing a ramp from the ground floor leading upto the parking floors and each of the parking floors shall be connected via the said ramp. Agreed and recorded that all the flat purchasers /owners including the Flat Purchaser/s herein shall be responsible and liable to bear and pay the

proportionate maintenance, electricity charges etc. of the said “Parking area” without recourse to the Promoters which the Flat Purchaser/s herein doth hereby admits acknowledges and confirms. The Flat Purchaser/s are aware that such of the Flat Purchaser/s/Owners who have been granted the concession to park his/her /their vehicles shall entitled to do so in the parking slot allotted and not otherwise. The Flat Purchaser/s is aware that the Flat Purchaser/s shall be entitled to utilize the car parking space until the Flat Purchaser/s herein continues to be the owner of the Flat hereby agreed to be sold to the Flat Purchaser/s

- (d) The part of the 7th and 14th floors have been earmarked as Refuge areas as per the plan/s sanctioned by MCGM user whereof shall not be changed by the Flat Purchaser/s and/or anybody claiming by through under or in trust of the Flat Purchaser/s without the prior approval of the Promoters, MCGM and State of Maharashtra.
- (e) Agreed that the Promoters shall be entitled re-locate the refuge area / floor and / or increase/decrease area of refuge area and/or floor from the place where it has been earmarked at present subject to the permission and sanction by the Government of Maharashtra and/or MCGM and/or any Competent Authority from time to time; to which the Flat Purchaser/s doth hereby accord their irrevocable consent for the same.
- (f) The Flat Purchasers have been informed that there shall be a servants’ toilet on the mid landing of every two floors which shall be for the benefit of all the flats on that said floor.
- (g) The Promoters shall be entitled to utilize the permissible FSI and/ or TDR /FSI and/or compensatory fungible FSI and/ or any other FSI by whatever nomenclature called as is available now or as may be made available in future on the said Property as may be sanctioned from time to time in respect of said Property for the purposes of constructing building on the said Property subject to the permission and sanction by the Government of Maharashtra and/or

MCGM and/or any Competent Authority from time to time to which the Flat Purchaser/s doth hereby accord their irrevocable consent for the same.

- (h) The Flat Purchaser/s has/have been informed that the Organisation Office for the said Building to be known as “**LIFESCAPES MIRAGE**” shall be located on the floor as may be approved and sanctioned by the MCGM. PROVIDED HOWEVER, the Promoters may at their own sole discretion shift/re-locate the Organisation office as per the planning constraints and/or as may be required by the Planning Authority and/or Authority/Authorities.
- (i) The Promoters have informed the Flat Purchaser/s and the Flat Purchaser/s are aware that the Promoters would be required to construct electric Sub - station at places that would be earmarked by the Promoters and as approved by the Service provider and the MCGM respectively; which the Flat Purchaser/s doth hereby accord their irrevocable consent for the same.
- (j) Agreed that the Promoters shall be entitled re-locate the Electric sub -station from the place where it has been earmarked at present and/ or delete the reservation of the electric sub-station subject to the permission and sanction by the Service provider and/or MCGM and/or any Competent Authority from time to time; to which the Flat Purchaser/s doth hereby accord their irrevocable consent for the same.
- (k) The Flat Purchaser/s have also been informed that the terrace space in front of or adjacent to any Flat and / or any pocket terraces forming part of any flat in the said Building, if any shall belong exclusively to the respective Flat purchaser/s of the terrace and such terrace space are intended for the exclusive use of the respective terrace Flat Purchaser/s. The said open/ pocket terrace/s (as the case may be) shall not be enclosed by the Flat Purchaser/s without the permission in writing of the concerned local authority and the Promoters or the Organisation or (as the case may be). The terrace above the uppermost residential floor shall be common terrace for the common use and enjoyment of

all the members of the Organisation that would be formed by the Tenants/occupants along with the Flat Purchaser/s including the Flat Purchaser herein.

- (l) The Flat purchasers have been informed that an area shown in green colour wash on the plan annexed hereto and marked as “**ANNEXURE K**” has been earmarked as “Recreation Garden”; which area shall be for the common use and enjoyment of the purchasers of the premises of the free sale component area and the tenants / occupants of rehabilitation component area to which the Flat Purchaser/s doth hereby accord their irrevocable consent to the same.
- (m) It is specifically agreed and recorded that for all flat purchasers/tenants who have been allotted flat nos. 1 to 4 on all floors of the said Building shall be entitled to use 2 exclusive lifts and a separate entrance lobby which areas are shown in red colour wash on the plan annexed hereto and marked as “**ANNEXURE-L**” and that the flat purchasers/Tenants who have been allotted flat nos. 5 and 6 on all floors of the said Building shall not claim any ingress/egress and/or access to the said Building from the area shown in red colour wash on the plan annexed hereto and marked as “**Annexure-L**” **SAVE AND EXCEPT** in case of emergencies like fire, earthquake and/or any emergencies as the situation/s and condition/s may require from time to time and flat purchasers/Tenants of flat no. 1 to 4 shall co-operate for the same. The Flat Purchaser hereby gives his irrevocable consent for the same and agrees not to take any objection for the same.
- (n) It is agreed and recorded by and between the parties hereto that similarly the flat purchasers/Tenants who have been allotted flat nos. 5 & 6 on all floors of the said Building shall be entitled to use exclusively 2 separate lift and they shall also be entitle to use a separate entrance lobby in the said Building constructed which areas are shown in blue colour wash on the plan annexed hereto and marked as “**ANNEXURE-L**” and that flat purchasers/tenants of flat nos. 1 to 4 on all floors of the said Building shall not claim any ingress/egress and/or access to the said Building from the area shown in blue color wash on the

plan annexed hereto and marked as “Annexure-L”. SAVE AND EXCEPT in case of emergencies like fire, earthquake and/or any emergencies as the situation/s and condition/s may be require from time to time and flat purchasers/Tenants of flat nos. 5 & 6 shall co-operate for the same. The Flat Purchaser hereby gives his irrevocable consent for the same and agrees not to take any objection for the same.

- (o) It is specifically agreed and recorded that the area shown in yellow colour wash on the plan annexed hereto and marked as “**ANNEXURE-L**” is common stair case which shall be for the common use and enjoyment of the flat purchasers/Tenants of flat nos. 1 to 6 on all floors of the said Building.
- (p) The Flat Purchaser/s are informed that the Flat Purchaser/shall not object to the concession/s not limited to the deficiency in open space , parking concessions and/or permission/s being granted by the Government of Maharashtra and/or planning authority/s and/or any other Authority/Authorities either to the Promoters in course of development of the said property and/or any Owner/s and/or Developer/s of any other adjacent property/properties in deficiency in the open space etc. to which the Flat Purchaser/s doth hereby accord their irrevocable consent to the same.
- (q) The Flat Purchaser/s are informed that in event of any difference of premium/fees/compensation etc. by whatever nomenclature called becoming payable either to Government and/or Planning Authority and/or any other authority/authorities whether imposed prospectively and/or retrospectively; the Flat Purchaser/s shall be responsible and liable to pay proportionate amount as and when demanded by the Promoters.
- (r) The Flat Purchaser/s herein agrees and undertakes to abide by all notification issued by the Government of Maharashtra and/or any other Planning Authority

and/or any other authority/authorities from time to time with respect to development of the said property or any part thereof.

- (s) The fixtures, fittings and amenities to be provided by the Promoters in the said Building and the Flat are those that are set out in the Schedule annexed hereto and marked as “ANNEXURE-J”.

The Promoters hereby agrees to observe perform and comply with all the terms and conditions, stipulations and restrictions if any, which, may have been imposed by the concerned local authority at the time of sanctioning the plans or thereafter and shall before handing over possession of the said Flat to the Flat Purchaser/s, obtain from the concerned local authority occupation, either in full or in part/ or completion certificates in respect of the Flat.

13. The Flat Purchaser/s shall observe, perform and comply with all the terms and conditions imposed by the MCGM and/or Government of Maharashtra and/ or Government of India, and/ or Maharashtra Pollution Control Board, and / or Chief Fire Officer and/or Collector and/or any other Competent Authority at the time of execution of the Agreement and/or which may be imposed hereinafter and any consequences of the breach thereof, the Flat Purchaser/s alone shall be responsible for the same.

14. Agreed and recorded by and between the parties hereto that Flat Purchaser/s herein on demand will bear and pay the membership fees/charges for using recreational facilities and amenities which will constructed on the said property as per the approval of the statutory authorities.

15. Agreed and recorded by and between the parties hereto that it shall be the sole and exclusive responsibility and liability of the Flat Purchaser/s herein to bear and pay the property taxes, maintenance and service charges and all taxes levied or which may be levied hereafter by the Central Government and / or state Government and/ or and local

authority / authorities and outgoings in respect of the said Flat hereby agreed to be sold by the Promoters to the Flat Purchaser/s as also proportionate outgoing/expenses taxes levied or which may be levied hereafter by the Central Government and / or state Government and/ or and local authority / authorities and in respect of common amenities and infrastructural facilities from the date of offer of the possession of the said Flat.

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 Property or any part thereof or the said Building or any part thereof. It is further expressly agreed and understood by and between the parties hereto that save and except the said Flat and the right to car parking space and common areas hereunder written, the Flat Purchaser/s shall have no claim of any nature whatsoever to any other portion of the said Property or the said Building including the car parking space or the common areas (except to the extent as provided in this Agreement) or any part thereof.

17. The Flat Purchaser/s doth hereby confirm an absolute right and authority of the Promoters to allot and/or grant and / or restrict concession and permission to the other Flat Purchaser/s to use parking space in the same manner and fashion as is granted to the Flat Purchaser/s herein and the Flat Purchaser/s shall not challenge the said right of the Promoters at any given point of time and/or the concession and permission granted to the other Flat Purchaser/s.

18. The Promoters shall have a first lien and charge on the Flat agreed to be acquired by the Flat Purchaser/s in respect of any unpaid amount payable by the Flat Purchaser/s to the Promoters hereunder. It is an essential and integral term and condition of this Agreement, that only upon the payment of full amount of the purchase price, taxes, and all other amounts, charges, dues, outgoings etc. payable hereunder, having been paid on its due date/s without any default by the Flat Purchaser/s to the Promoters (and not

otherwise), will the Flat Purchaser/s have or be entitled to claim any rights, against the Promoters under this Agreement and/or in respect of the said Flat.

19. The Promoters hereby declare that the FSI (including TDR/FSI and compensatory Fungible FSI) available in respect of the said Property is 5407.97sq. mtrs. equivalent to 6467.88sq. yds. only and that no part of the said FSI has been utilized by the Promoters elsewhere for any purpose whatsoever. The residual F.A.R (FSI) and/ or TDR / FSI and/ or compensatory Fungible FSI and/ or any other FSI by whatever nomenclature called in respect of the said Property not consumed will be available to the Promoters till the full and complete development of the said property. The TDR/ FSI and/ or compensatory Fungible FSI and/ or any other FSI by whatever nomenclature called generated from the said Property has been loaded on the said Property. Agreed that the Promoters shall be entitled to purchase/acquire TDR and load the same on the said Property for which Flat Purchaser/s doth hereby accord his/her/their irrevocable consent for the same. It is further agreed and recorded by and between the parties hereto that the Promoters shall be entitled to undertake the construction work on the said Property as is convenient to the Promoters and as may be permissible under Development Control Regulations and/ or by the MCGM and/or any amendment/s thereto and/or re-enactment thereof from time to time. The residual F.A.R. (FSI) and/ or TDR / FSI (by whatever nomenclature called) of the said Property not consumed will be available to the Promoters till the full and complete development of the said Property which may be acquired by the Promoters hereafter at any time and/or generate TDR/FSI Certificate and either utilize the same for its own purposes or any other property/project of the Promoters and/or its nominees and/or sell and dispose off such TDR/FSI Certificate and adjust all benefits and/or sale proceeds etc. emitting therefrom for their own benefit without any reference to the Flat Purchaser/s and/or being responsible to make over the profits and/or sale proceeds thereof to the Flat Purchaser/s herein. It is agreed by and between the parties hereto that in the event of Promoters acquiring any other adjacent property/properties to the said Property; the Promoters shall be entitled to utilize FSI and/ or TDR / FSI (by whatever

nomenclature called) of the said Property and/or utilize the FSI and/ or TDR / FSI (by whatever nomenclature called) with or without payment of the premium to MCGM and / or any other concerned authority of any adjacent property/properties on the said property as the Promoters in its sole discretion may deem fit and proper. In addition to the above, the Promoters have further informed to the Flat Purchaser/s that as per the prevailing rules and regulations of the Development Control Regulations Act., 1991 and/ or MCGM , the Promoters is additionally entitled to purchase and load TDR on the said Property for construction purposes and the Promoters shall carry out the construction activities on the said Property as per the discretion of the Promoters

20. It is agreed and recorded by and between the parties hereto that at any time after the Promoter executes the deed of conveyance in respect of the said Property and said Building favour of the organisation, any additional FSI or TDR becomes available on the said Property and the organisation decides to exploit/utilize such FSI or TDR then the organisation shall appoint the Promoter or any of the Promoter's nominees for the development/construction with respect to such FSI or TDR on the terms and conditions mutually agreed upon by them; The Purchaser hereby gives his irrevocable consent for the same and agrees not to take any objection for the same.

21. It is agreed and recorded by and between the parties hereto that the Promoters shall at their discretion be entitled to amend the building plan of the said Building to be constructed on the said Property as may be sanctioned/ amended / varied from time to time without requiring any prior permission from the Flat Purchaser/s in any manner howsoever, without reducing the area of premises and/or amenities to be provided therein.

22. It is agreed and recorded by and between the parties hereto that if within a period of five years from the date of handing over the possession; if the Flat Purchaser/s brings to the notice of Promoters in writing any structural defect in the Flat and/or in the said

Building in which the Flat is situated and/or on in the material used therein by the Promoters prior to handing over possession thereof to the Flat Purchaser/s herein then, whenever possible it be rectified by the Promoters pursuant to such written notice at their own cost and in case it is not possible to rectify such defects, then the Flat Purchaser/s shall be entitled to receive from the Promoters compensation on actuals required for rectifying such defect or change and not otherwise. PROVIDED HOWEVER, the Promoters herein shall be relieved of their afore stated obligation in the event of any unauthorized work undertaken by any of the Flat Purchaser/s and/or for any act of commission or omission by any of the Flat Purchaser/s.

23. It is agreed by and between the parties hereto that the day to day maintenance as also major and/or minor repairs, renovations, reconstruction, redevelopment etc. of the said Building as may be required by MCGM and/or any other authority/authorities from time to time shall be carried out by the members of the organisation to be formed by the Tenants / Occupants / Flat Purchaser/s of the said Building including the Flat Purchaser/s herein.

24. The Flat Purchaser/s shall use the said flat hereby agreed to be sold or any part thereof or permit the same to be used only for purpose of his/her/their residence only.

25. It is specifically agreed by and between the parties hereto that the Flat Purchaser/s herein is allowed to park his/her/their car only at a place in respect whereof concession is granted to the Flat Purchaser/s herein and not at any other open areas car parking space or in any portion of the said Property and the Flat Purchaser/s shall not claim the same from the Promoters and/or Organisation to be formed and/or anybody claiming by through, under, or in trust of the Promoters such open areas / car parking space. It is agreed by and between the parties hereto that the Promoters shall be entitled to grant similar concession in respect of the open areas/ car parking space to such of the Flat

Purchaser/s as the Promoters may deem fit and proper to which the Flat Purchaser/s doth hereby accord his/her/their irrevocable consent for the same.

26. On the Flat Purchaser/s committing default in payment on due date of any amount due and payable by the Flat Purchaser/s to the Promoters under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and/or on the Flat Purchaser/s committing breach of any of the terms and conditions herein contained, the Promoters shall be entitled at their own option to terminate this Agreement. PROVIDED always that the power of termination herein before contained shall not be exercised by the Promoters unless and until the Promoters shall have given to the Flat Purchaser/s fifteen days prior notice in writing of their intention to terminate this agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement and default shall have been made by the Flat Purchaser/s in remedying such breach or breaches within a reasonable time after the giving of such notice. PROVIDED FURTHER that upon termination of this agreement as aforesaid, the Purchaser consents and the Parties agree that the deposit or earnest money paid by the Purchaser to the Promoter shall stand forfeited and the Promoter shall refund the balance Sale Consideration paid by the Purchaser to the Promoter, if any, but without any further amount by way of interest or otherwise and the Promoters shall be at liberty to dispose of and sell the said Flat to such person and at such price as the Promoters may in their absolute discretion think fit.

The refund of any amounts by the Promoters 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 Promoters shall not be liable to refund such amounts paid in respect thereof. The Promoter shall also be entitled to adjust and retain any other amount which may be payable to the Promoter by the Flat Purchaser/s.

27. Only in the event that the Flat Purchaser/s terminates this Agreement due to failure of the Promoters to give possession of the said Flat within the period agreed herein, the Promoters shall refund to the Flat Purchaser/s the booking amount/earnest money or any other amounts till then paid by the Purchaser to the Promoters with interest at the at the State Bank of India Highest Marginal Cost of Lending Rate plus 2% or 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 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 Promoters 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 Promoters 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. The refund of any amounts by the Promoters 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 Promoters shall not be liable to refund such amounts paid in respect thereof.

28. The Promoter shall refund the amount if any, to the Purchaser only after the Flat is sold and all amounts including consideration amount has been received from the new purchaser in respect of the said Flat. However, any profit and all other advantages and

benefits arising from the sale of the said Flat to a new purchaser shall be to the sole and exclusive credit of the Promoter and the Promoter shall be entitled to the said profits and all other advantages and benefits.

29. 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 Flat for which a written NOC/ consent and approval of the Promoters 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 Promoters 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 Promoters, 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.

30. 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.

31. The Promoters shall be at liberty and be entitled to amend the lay-out plan of the said Property, the building plans, other approvals for, in accordance with prevailing provisions of law, including but not limited to:

- (i) acquisition of additional plots/ property/ adjoining property and inclusion of such plots of land in the lay out plan of the said Property; and
- (ii) amalgamation of the said Property with any adjoining plots of land;
- (iii) The Purchaser/s and/ or the Organisation or any other body formed by the purchasers/ of the said Property shall not have any objections to the aforesaid and the Purchaser/s hereby grants his/ her/ their irrevocable consent and no objection to the Promoter/s to carry out the necessary acts, deeds, matters and things.
- (iv) The Purchaser/s hereby grants his/ her/ their irrevocable authority and consent to the Promoters that the Promoters shall have the sole and absolute right and authority and shall be entitled to deal with, sell or otherwise dispose off any part or portion of the said Building, including the terraces, basement, open spaces, podium, garden area and to permit the same to be utilised for any permissible purpose and shall be entitled to obtain permissible change of user thereof at the discretion of the Promoters.

32. The Promoters plans to construct and develop the said Property or the said Project further in the future and details of which have been certified and permitted / or will be certified and permitted under the RERA certificate and inter alia the include the FSI, by whatever name or form is increased (a) in respect of the said Property and/ or additional construction (i.e. more than what is envisaged at present) is possible on the said Property (b) on account of TDR (or in any other manner is made available for being utilised or otherwise and/or if the sanctioning authorities permit the construction of additional floors/ wing, then in such event, the Promoters shall be entitled to construct such additional floors, wing/s as per the revised building/s plans and deal with the same in the manner the Promoters deems fit and proper.

33. The Purchaser/s expressly consent/s and confirms the irrevocable and unfettered right of the Promoters to construct the said Building and other structures (if any) on the said Property and/or additional floors on the said Building being constructed/ to be

constructed in the future as on the said Property in the manner as per the permissions / approvals received from time to time, without any further or other consent or concurrence in future. 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, to the same as long as the total area of the said Flat is not reduced.

34. The Promoters shall always have a right to get the benefit of additional FSI for construction from sanctioning authorities and also to make the additions, alterations, raise storey/s or put up additional structures as may be permitted by sanctioning authorities and other competent authorities and such additions structures and storey/s will be the sole and absolute property of the Promoters alone.
35. The Promoters shall be entitled to install its logo in one or more places in or upon the building/s and the Promoters reserve to itself full and free right of way and means and access to such place or places for the purpose of repair, painting or changing the logo.
36. The Purchaser/s hereby further agrees and covenants with the Promoters to sign and execute all papers and documents in favour of the Promoters or otherwise as may be necessary for the purpose of enabling the Promoters to construct the said Building in accordance with the said plans relating thereto or such other plans with such additions and alterations as Promoters may in their sole discretion deem fit and proper and/ or for the purpose of applying for or obtaining the approval or sanction of the MCGM or any other appropriate authorities in that behalf as well as for the construction of such building/s in the said Property upon or after the grant of such approval or sanction relating thereto provided the size and location of the Flat agreed to be purchased by the Purchaser/s is/ are not in any manner adversely affected. The Purchaser/s agree/s that the said consent is irrevocable.

37. The Purchaser/s agrees and gives his/ her/ their irrevocable consent/s to the Promoters for carrying out the amendments, alterations, modifications and/ or variations to the scheme of development in respect of the said Property, including the layout plans, designs and elevations etc which are made available either at our office or on the website of the Real Estate Authority. Further, the Promoters shall not be required to obtain consent in the following events:

- a. Any minor additions or alterations.
- b. Any addition or alterations to any club house, common areas, amenities, etc.
- c. Any addition or alteration in compliance of any direction or order issued by the competent authority or statutory authority under any law of the State or Central Government.

38. The Purchaser/s irrevocably agrees not to obstruct and/ or raise any objections whatsoever and/or interfere with the Promoters for carrying out amendments, alterations, modifications, variations as aforesaid or to the further building/s plans, if any, in respect of one or more floors, wing or wings and/ or building or buildings to be developed and/ or constructed that are permissible as per the provisions of law. The Purchaser/s is/are aware that proposed building is constructed with concession in open spaces/ joint open spaces and the Promoters has executed registered undertaking in favour of the Municipal Corporation. It is further agreed between the parties that all undertaking, declaration, Indemnity bond/ bonds, deeds and writing/s given/ executed by the Promoters in favour of concerned bodies/ authorities in respect of the said Property and its development shall be binding upon the Purchaser/s and Organisation or condominium formed by the Purchaser/s of flat/ premises.

39. In the event of the organisation being formed and registered before the sale and disposal by the Promoters of all the flat/ premises in the said Building, the power and authority of

the organisation so formed or that of the Purchaser/s and the Purchaser/s of other premises in the said Building shall be subject to the overall authority and control of the Promoters in respect of any of the matters concerning the said Building, the construction and completion thereof and all the amenities pertaining to the same and in particular Promoters shall have the absolute authority and control as regards the unsold flat/ premises and disposal thereof. The Promoters shall be liable to pay only the municipal taxes, at actuals, in respect of the unsold flat/ premises, if any. In case the organisation is formed before the disposal by the Promoters of all the flats/ premises then the Promoters shall at its option (without any obligation) join in as a member in respect of such unsold flat/ premises and as and when such flat/ premises are sold, the organisation shall admit such Purchaser/s as the member/s without charging any premium/ transfer fees or extra payment of any nature whatsoever.

40. Till the entire development of the said Property is completed, the Purchaser/s shall not interfere in any manner in any work of development or construction and the Promoters alone shall have full control, absolute authority and say over the un-allotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/ or any other common facilities or the amenities to be provided in the said Property and the Purchaser/s shall have no right or interest in the enjoyment and control of the Promoters in this regard.

41. The Purchaser/s is/are aware that the Promoters will be developing the said Property on such terms and conditions as the Promoters may deem fit and shall be entitled to all the benefit of FSI any such entitlements for the more beneficial and optimum use and enjoyment of the same in such manner as the Promoters deem fit and the Promoters shall be entitled to grant, offer, upon or in respect of any portion of the said Property, to any third party all such rights, benefits, privileges, easements, etc. including right of way, right to draw from or connect to all drains, sewers, installations and/ or services in

the said Property in such manner as may be desired by the Promoters and the Purchaser/s expressly and irrevocably consents to the same.

42. The Promoters shall be at liberty to sell, assign, transfer mortgage or otherwise deal with its right, title and interest in the said Property and/ or the said Building, provided that the same does not in any way materially prejudice the right of the Purchaser/s in respect of the Flat which is agreed to be sold to the Purchaser/s.

43. In the event of the Promoters having paid or being required to pay any amount by way of premium, betterment charges, development charges, transfer charges, etc. payable to any sanctioning authority or other authority or the Government of Maharashtra, then the same shall be reimbursed by the Purchaser/s to the Promoters in proportion to the carpet area of the flat/ premises or otherwise as may be determined by the Promoters and non-payment of the same, shall constitute a breach of this Agreement.

44. The Promoters shall have the right to designate any space in the said Property to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the said Building that may be developed on the said Property. The Promoters shall also be entitled to designate any space in the said Property to such utility provider either on leave and license or leasehold basis for the purpose of installing power sub-stations with a view to service the electricity requirement in the said Property and the said Building constructed thereon.

45. Under the present Agreement, the Promoters has given a bare permission to the Purchaser/s, to enjoy the common facilities like internal roads, garden, recreation, open space or otherwise, of the said Property which at the discretion of the Promoters is liable to be shifted, without giving any prior intimation and/ or notice in writing, to the

Purchaser/s or otherwise, and Purchaser/s shall not be entitled for any loss, damages, costs, charges, expenses or otherwise of any nature whatsoever from the Promoters or their nominees or transferees on these account.

46. Notwithstanding the other provisions of this Agreement, the Promoters shall be entitled to nominate any person (“**project management agency**”) to manage the operation and maintenance of the said Building, and the infrastructure on the said Property, common amenities and facilities on the said Property for a period until the organisation is formed and the charge for maintenance is handed over to the organisation or until said Property is developed (as determined by the Promoters). The Promoters shall have the authority and discretion to negotiate with such project management agency and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/ them. The cost incurred in appointing and operating the project management agency shall be borne and paid by the occupants of the building that may be developed in the said Property including the Purchaser/s on a pro rata basis as part of the development and common infrastructure charges referred to herein.
47. In such event, the Purchaser/s 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 Purchaser’s share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the said Property and common areas and facilities within the said Property and building constructed thereon and inclusive of the payment fees of the project management agency.
48. The Promoters 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 Organisation and shall continue until the entire said Property is developed.

49. Brochures, Pamphlets, Literature , showing Gardens, Open Space, Recreation Area or any other details in the said Plans and/ or in the Brochure, Pamphlets or otherwise, are based on Plans approved by the concerned authority/ies. Notwithstanding anything contained under this agreement, in case of any conflict with the details provided in Brochures, Pamphlets, Literature and/ or Plans and in this Agreement, the provisions of this Agreement shall prevail. The Purchaser/s confirms and consents that the Purchaser/s have purchased the said Premises solely on the basis of the terms and conditions and representations made in this Agreement and nothing contained in any brochures, pamphlets, literature or any other material shall be binding on either Party and this Agreement supersedes all earlier documents, letters, brochures and/or oral/written representations whatsoever.
50. In order to facilitate development and/ or to explore total commercial/ residential potential, of the said Property, the Promoters shall be entitled to sub divide/ amalgamate the said Property with the neighbouring property, and/ or after sub division/ amalgamation again amalgamate/ sub-divide the said Property, and/or from time to time, apply for and obtain revised approved plans and/ or ask for any modification and/ or change the approved Plans, including to do such further acts, as may be necessary. It is further agreed that Purchaser/s or anybody on their behalf shall not be entitled to raise any objections against the Promoters exercising their aforesaid power.
51. Under the present Agreement, the Promoters have agreed to sell and transfer only the Flat to the Purchaser/s. The Purchaser/s hereby agree that he/ she /they shall not claim any right, title and interest in the said Property or any part thereof or in the said Building on the said Property or any part thereof, save and except the said Flat. The Purchaser/s shall have right only in respect of the said Flat agreed to be sold to him/ her/ them and only upon full payment of the consideration and other charges and deposit, which is agreed in this Agreement.

52. The Purchaser/s do hereby give their irrevocable consent and no objection to the Promoters for carrying out any such additional construction on the terrace or otherwise in or upon any part of the said Property. Contractors or agents shall not be entitled to enter upon or have access to the terrace/s or any part thereof, save and except for the limited purpose of attending to the water tank for the purpose of cleaning or carrying out repairs thereto. The Purchaser/s hereby further gives irrevocable consent to the demolition, removal and relocation of the water tank or any other articles for the time being, to carry out such additional constructions.
53. The Promoters shall be entitled to sell flat/ premises in the said Building for being used as Bank, Dispensary, Consulting Room, Nursing Home, Coaching Classes and/or such other purpose permitted under the law for the time being in force. The Purchaser/s shall not object to use the flat/ premises for such purposes.
54. The Promoters intends to either retain or sell the parapet walls of terrace, blank walls on the external periphery of building/s which may be constructed on the said Property (hereinafter called **“the said hoarding space”**). The retention/ sale of such hoarding space is only for the purpose of advertisement which includes hoarding/s, any display of sign boards as well as neon lights and the Promoters or the occupiers/ conductor of such hoarding space shall install separate electric meter for neon lights, give any portion of the terrace for cellular phone company, dish antenna or cable operator or any other manner, so as to use and consume its entire commercial potential or putting up any overhead water tank/s thereon for their exclusive use or otherwise and shall also bear and pay the municipal corporation taxes and other taxes directly or through the Organization. The Promoters /s or the Purchaser/s of the hoarding space shall not contribute to any of the outgoings to the Organization. The Purchaser/s shall not object in any manner and shall co-operate with the Promoters or purchaser of such

hoarding space for admitting the Promoters or purchaser of such hoarding space as nominal member of the Organization. This is an irrevocable written confirmation given by the Purchaser/s to the Promoters or the prospective purchaser/s of such hoarding space from the Promoters and also the Organization. On the basis of this clear understanding, the Promoters agreed to execute these presents.

55. The Purchaser/s hereby grants acknowledges that the Promoters has all rights for further 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 in favour of any bank, financial institutions, body, trust, lenders, persons etc., to enable the Promoters to augment the fund for the Promoters for development of the said Property. The Promoters 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.

56. The Purchaser hereby also grants its irrevocable authority, permission and consent to the Promoters and agrees and undertakes that:

- i) The Promoters shall have sole and absolute right and authority, and shall be entitled to deal with, sell or otherwise dispose off any part or portion of the said building and the said Property and to permit the same to be utilized for any purpose, including for the purpose of offices, shops, nursing homes, bank office, restaurant, hotel, gardens/playground, and display of advertisement and hoardings, as may be permissible or as may be ultimately permitted by the authorities concerned.
- ii) The Purchaser/s shall at their sole cost and expense do and perform all necessary acts, things and matters, including signing, executing and admitting execution of all further and other deeds, documents, writings,

papers, forms, applications, etc. as may be directed by the Promoters and which the Promoters may in their sole and absolute discretion deem fit and proper, putting into complete effect the provisions of this Agreement.

- iii) Unless the context otherwise suggests or warrants, all obligations, conditions and liabilities herein imposed upon the Purchaser/s whether expressly or impliedly, shall be deemed to be covenant running with the said Flat and shall be binding upon the Organization.
- iv) Irrespective of disputes if any, which may arise between the Promoters and the Purchaser/s and/ or the Organization, all amounts, contributions and deposits, including amounts payable by the Purchaser/s to the Promoter under this Agreement, shall always be punctually paid by the Purchaser/s and shall not be withheld by the Purchaser/s for any reason whatsoever.
- v) For all or any of the purposes mentioned under this Agreement, the Promoters shall be entitled to keep and/ or store any construction materials, on any portion of the said Property for carrying out additional constructions, and/ or to have additional electricity supply and/ or additional water supply and for the purpose of construction, to do all such further acts, deeds, matters and things as may be necessary. It is further agreed that in such an event, the Purchaser/s shall not take any objection or otherwise, on the ground of any nuisance, noise and/ or shall not claim any easement rights and/ or any other rights in the nature of easement or prospective or other rights of any nature whatsoever. The Purchaser/s directly and/or indirectly, shall not do any act, deed, matter or a thing, whereby the Promoters may be prevented from putting any such additional and/ or new construction and/ or shall not raise objection and/ or obstruction, hindrance or otherwise.

- vi) The Purchaser/s shall not take any objection on the ground of nuisance, annoyance, and/ or claim any rights of easement, and/ or any rights in nature of an easement and/ or obstruction of light, air, ventilation, open space and/ or open area, and/ or on any other grounds, of any nature whatsoever and/ or shall not directly or indirectly do anything and/ or shall not ask for an injunction, and/ or prohibitory order and/ or calling the Municipal or any other authorities to issue stop work notice, and/ or withdraw and/ or suspend or cancel any orders passed and/ or approved Plans so as to prevent the Promoters, or any of their nominees or transferees, from developing and/ or to carry out additional construction, on the said Property and/ or on adjoining properties.

- vii) The Promoters has provided and/ or will provide certain amenities plot /area/facilities to the Municipal Corporation as per the terms of the Plans approved by the Municipal Corporation. The Purchaser/s or their nominee or assignee or organisation hereby specifically and unconditionally agrees and undertakes that all the TDR/ FSI and any other benefits/ advantages present or future arising out of the said amenities plot/area/ facilities shall solely and exclusively belong to the Promoters alone and Purchaser/s or their nominees or assignee hereby waive all such claim etc. Additionally, all the benefits, areas under the podium shall solely and exclusively belong to the Promoters and Purchaser/s and/ or organization shall not raise any claim or objection on the same.

- viii) The Promoters has further informed to the Purchaser/s that in addition to the above any additional benefits arising out of the said Property by any reason whatsoever nature, the Promoters will exclusively be entitled to make or use such claim or benefits/ advantages of the said Property and the Purchaser/s or

their nominee or assignee or Organization will not have any claim, objection or protest of any nature at any time in future hereafter.

- ix) In the event of a portion of the said Property being notified for setback prior to the transfer of the said Property to the organization, the Purchaser/s hereby specifically and unconditionally agree and undertakes that the Promoters alone shall be entitled to the TDR/ FSI and any other benefits/ advantages present or future arising out of the said setback area shall solely and exclusively belong to the Promoters alone and Purchaser/s or their nominees or assignee hereby waive all such claim etc.
- x) It is expressly agreed that the right of the Purchaser/s under this Agreement is only restricted to the said Flat agreed to be sold by the Promoters to the Purchaser/s and all other premises shall be the sole property of the Promoters and the Promoters shall be entitled to sell, deal or dispose of the same without any reference or recourse or consent or concurrence from the Purchaser/s in any manner whatsoever to any third party. It is clearly agreed and accepted by the Purchaser/s that neither the Purchaser/s nor any of their assignee or nominee will have any claim, right, title or interest on any parts of the land, said buildings, open space, car parking, amenities plot save and except the said Flat which is agreed to be sold under this Agreement.
- xi) The Promoters has further informed to the Purchaser/s that the Promoters will be developing the adjoining plots/ portions and Purchaser/s undertake, declare and confirm that at no point of time they or anybody on their behalf should raise any objections/ protest, claim of whatsoever nature on account of noise pollution, vibration, disturbance and like similar nature for construction and use of the aforesaid areas by the Promoters.

- xii) The terrace on top of the building shall not be a part of the common area/amenities available to the Purchaser/s or to any flat Purchaser in the project.

57. Various terms and conditions of this Agreement shall always be read subject to the terms and conditions, mentioned in the aforesaid paragraphs.

58. The possession of the said Flat shall be delivered to the Purchaser/s after the said Flat is ready for use and occupation provided all the amounts due and payable by the Purchaser/s under this Agreement and the stamp duty and registration charges in respect of the said Flat are duly paid by the Purchaser/s. Subject to force majeure, the Promoters shall give possession of the Flat to the Purchaser/s on or before **December 2017**. If the Promoters fail or neglect to give possession of the Flat to the Flat Purchaser/s on account of reasons setout hereunder then in that event the Flat Purchaser/s may at his/her/their sole discretion as per the provisions of the Acts and the rules and regulations framed thereunder may call upon the Promoters to refund to the Flat Purchaser/s the amounts already received by them in respect of the said Flat.

59. However, the Promoter shall be entitled to further extension of time for completion of the said Flat as stated in clause no. 58 above, if the completion of said Buildings is delayed on account of war, flood, draught, fire, cyclone, earthquake, or any other calamity caused by nature affecting the regular development of the project; any specific stay or injunction order, notice, order, rule, notification of the Government, B.M.C/MCGM and/or other public or other Competent Authority or Court, Tribunal or Collector or any quasi-judicial body or authority or due to such mitigating circumstances as may be decided by the Authority.

60. The Parties herein agree and consent that the term mitigating circumstances in the aforesaid clause no.59 shall include but not be limited to the non-availability of steel, cement, other building material, water or electric supply; any change in law,

notifications and/or regulations levying any onerous condition on the Promoter; and /or Economic downturn or Labour strikes, or if non delivery of possession is as a result of any notice, order, rule, regulation, direction or notification of the Government and/ or any other public or Competent authority or statutory authority or Court of Law, Tribunal or High Power Committee or on account of delay in issuance of NOC's Licenses, Occupation Certificate etc or non-availability of essential amenities, services and facilities such as lifts, electricity and water connections or sewage or drainage lines or for any other reason technical or otherwise or for any reason beyond control of the Promoter including precarious financial condition of the Promoter and/or economic downswing in real estate or any other industry. The Purchaser/s agree/s to ignore reasonable delay in getting possession due to any of the abovementioned reasons and/or for any reason beyond the control of the Promoter, as per the provisions of section 8 of the MOFA or section 19 of the RERA and further agree that in the event of any delay due to such mitigating circumstances, such delay shall not be construed as a breach on the part of the Promoter and the Purchaser/s shall not be entitled to terminate the Agreement and/or ask for the refund of the amount paid by the Purchaser/s to the Promoter.

61. The Purchaser/s agree that the refund of the payment and the interest/ damages mentioned under this Agreement constitutes the Purchaser's sole remedy in such circumstances and the Purchaser/s foregoes any and all his/ her/ their rights to claim against the Promoters for any specific performance and/ or any losses, damages, costs, expenses or liability whatsoever.

62. The Flat Purchaser/s shall take possession of the said Flat within 7 days of the Promoters giving written notice to the Flat Purchaser/s intimating that the said Flat is ready for use and occupation. Notwithstanding the aforesaid, it shall be deemed that the Purchaser/s has taken possession from the expiry of the 7th day of the said written notice and this date shall be deemed to be the "Date of Possession" and all the obligations of

the Purchaser/s related to the said Flat shall be deemed to be effective from the date of such Date of Possession. The Purchaser/s shall be liable to pay maintenance, outgoings and other charges, taxes from the date of Date of Possession irrespective as to whether Purchaser/s takes possession of the said Flat or not. In case of nonpayment, Promoter shall be entitled to exercise various rights, available under this Agreement. The Purchaser/s shall alone be responsible/ liable in respect of any loss or damage that may be caused to the said Flat from the expiry of 7 days from the notice of possession.

63. The Flat Purchaser/s doth hereby covenant with the Promoters not to use the Flat agreed to be purchased by the Flat Purchaser/s to carry on any business therein of running a restaurant and/or eating house and/or selling any prepared/cooked vegetarian and/or non-vegetarian food and/or sell any alcoholic drinks either by opening bar or otherwise and/or carry on any business/activity which is gambling by nature and/or open any video games parlour and/or carry on any tuition/coaching/dance classes and/or open any massage and/or beauty parlour/s. It is agreed by and between the parties hereto that the Organisation which may be formed by all the Tenants/ occupants Flat Purchaser/s shall also contain aforesaid covenant and consequences of breach thereof which shall be accepted and observed by the Purchaser/s without any objection and demur. It is further agreed by and between the parties hereto that the Deed conveyance which may be executed in favour of the Organisation formed by all the Tenants / occupants / Flat Purchaser/s of the building that may be constructed on the said property shall also contain covenant to the aforesaid effect.

64. It is agreed between the parties hereto that the remaining parking Spaces on either of the parking floor/s other than the parking Space/s in respect whereon concession has been granted to the Flat Purchaser herein shall be the sole property of the Promoters and the Promoters shall be entitled to grant concession in respect thereof as the Promoters may desire

65. Upon 51% of the units being booked in the said building to be constructed on the said Property, the Promoter shall call upon the Flat Purchaser/s to pay Rs.600/- as the share money and entrance fees for the said organisation and Rs. 5000/-for formation and registration of the said organisation and to sign all such deeds and documents required for the formation and the registration of the Organisation, and the Purchaser shall pay the same within 15 days of the date of such a demand notice. On the receipt of the share money and entrance fees for the organisation and the formation and the registration of the organisation along with the documents, the Promoter shall enable the formation of the organization of the purchasers of premises in the said Building (the “**said Organisation**”).
66. The Purchaser/s and the purchaser/s of the other flat/ premises shall join in the formation and registration of the Organization and for this purpose also from time to time sign and execute the application for registration and/or membership and all the necessary applications, documents and other papers and writings for the purpose of formation and registration of the Organization including bye-laws of the Organization and duly fill in, sign and return to the Promoter within 7 (seven) days of the same being forwarded by the Promoter to the Purchaser/s, so as to enable the Promoter to register the Organization under RERA and the rules framed thereunder. If the Flat Purchasers fail to comply with the all requirements formation of the Organization within the prescribed time limit then the Promoter shall not be held responsible or liable in manner for such delay in registration of such Organization. No objection shall be taken by the Flat Purchaser/s if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies or any other Competent Authority.
67. The Organization shall function as per the rules and regulations framed by the Promoter.
68. The Purchaser/s shall observe and perform all the rules and regulations and bye-laws of the Organisation on its formation and the additions, alterations and amendments thereof

that may be made from time to time for protection and maintenance of the buildings standing on the said Property and the premises therein and for the performance and observance of building rules, regulations and bye-laws for the time being of the concerned local authority, government or public bodies. The Purchaser/s shall also observe and perform all the terms and stipulations laid down by the Organisation regarding occupation and use of the Flat and shall pay outgoings in accordance with the terms of this Agreement.

69. The Promoter hereby agrees that they shall, before execution of a conveyance of the said Property in favour of the Organization to be formed by the purchaser/s of flats in the building to be constructed on the said Property make full and true disclosure of the nature of their title to the said Property as well as encumbrances, if any, including any right, title interest or claim of any party or over the said Property and shall as far as practicable, ensure that the said Property is free from all encumbrances and that the Promoter has absolute, clear and marketable title to the said Property so as to enable them to convey to the Organisation such absolute, clear and marketable title on the execution of a Conveyance of the proportionate area of the said Property by the Promoter in favour of the Organisation.

70. 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 within 3 (three) months of obtaining the Occupation Certificate of the said Building on the said Property. Further, such Conveyance shall be in accordance either all the terms and conditions of this Agreement and will contain such terms and conditions as the Promoters Advocates may in their absolute discretion determine.

71. A Deed of Conveyance to be executed in respect of the said Property in favour of the Organisation or Declaration to be submitted under the MAO Act/ MOFA and RERA other documents in favour of the Organisation shall inter alia contain the following:

- a) such provisions and covenants as may be necessary for giving effect to the restrictions mentioned herein as well as the restrictions which may be imposed by the Promoter for safeguarding its overall interest in the said Property and the said Building
- b) Such provisions and covenants as may be necessary for giving effect to Clause Nos.12 (m) and 12(n) mentioned herein regarding the exclusive use of the lift and lobby entrances in the said Building for flat purchasers/Tenants who have been allotted flat nos. 1 to 4 on all floors of the said Building and flat purchaser/Tenants who have been allotted flat nos. 5 and 6 on all floors of the said Building.
- c) a covenant by the Purchaser/s to 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.
- d) The right of the Promoter 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 obligation of the Organization to admit such purchaser of the said Flat comprised therein as its member without charging any additional amount.
- e) The Promoters 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 Flat Purchasers and shall continue until the entire said Property is developed;
- f) 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;

- g) Such provisions and covenants as may be necessary for giving effect to Clause no._20 mentioned herein regarding the Promoter's right over the development/construction with respect to any additional FSI and/or TDR that becomes available on the said Property after conveyance of the said Property by the Promoter in favor of the Organisation.
- h) 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 RERA ;

72. The Advocates for the Promoter shall prepare and/or approve, as the case may be, deed of conveyance in favour of the said Organisation or the Declaration to be submitted under the Act, the deeds of apartments or any and all other documents to be executed. All costs, charges, expenses including stamp duty, registration charges and expenses in connection with the preparation and execution of the deed of conveyance/ deed of assignment declaration and other documents and formation and registration of the Organization shall be borne and paid by all the purchaser/s of the various Flat in the Building and/ or Organization on its formation. Such amount shall be kept deposited by the Purchaser/s with the Promoter at the time of taking the possession of the said Flat and shall, until utilization, remain with the Promoter.

73. Commencing a week after notice in writing is given by the Promoters to the Flat Purchaser/s that the said Flat is ready for use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate share i.e. in proportion to the floor area of the Flat; of outgoings in respect of the said property and building namely local taxes,

betterment charges, and any other charges payable to MCGM or such levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, security guard, sweepers and all other expenses necessary and incidental to the management and maintenance of the said property and building. Until the Organisation is formed and the said property and the building is transferred to it, the Flat Purchaser/s shall pay to the Promoters such proportionate share of outgoings as may be determined. The Flat Purchaser/s further agree that till the Organisation is registered the Purchaser/s shall pay to the Promoters provisional monthly contribution of Rs. 8900/- per month towards the outgoings. The amounts so paid by the Flat Purchaser/s to the Promoters shall not carry any interest and remain with the Promoters until the Deed of Conveyance is executed in favour of the said Organisation; as aforesaid, subject to the provisions of the said Acts. On such Conveyance being executed, the aforesaid deposits (less deductions provided for this agreement) shall be paid over by the Promoters to the said Organisation. The Flat Purchaser/s undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

74. The Flat Purchaser/s shall on or before delivery of possession of the said Flat pay to the Promoters the following amounts:

(i)	Rs. 55000/-	for legal charges.
(iv)	Rs. 1,18,080/-	for proportionate share of taxes and other charges for 24 months (approx.) in advance.
(v)	Rs. 25,000/-	for Electricity and misc. expenses in that regard
(vi)	Rs.25,000/-	for Water meter and misc expenses on that behalf
(vii)	Rs. 4,00,000 /-	For infrastructure and development charges

75. The Promoters shall utilize the sums paid by the Flat Purchaser/s under Clause Nos 65, 73 and 74 above to the Promoters for meeting all costs, charges and expenses as stated therein including all legal costs, charges and expenses, and including professional costs of the Attorney at-law/Advocates of the Promoters in connection with formation of the Organisation, preparing its rules, regulation and bye-laws and the cost of preparing and engrossing this agreement without being liable to render the account for the same to the Flat Purchaser/s and/or to the Organisation.

76. The Flat Purchaser/s for themselves with intention to bring all persons into the said Flat doth hereby covenant with the Promoters as follows:-

- (a) To maintain the Flat Purchaser's own cost and good tenantable repair and condition from the date of possession of the Flat is taken and shall not do or suffered to be done anything in or to the building in which are the Flat is situated, staircase or any passage which may be against the rules, regulations or bye-laws or concerned local of any other authority or change/alter or make addition in or to the building in which the Flat itself or any part thereof.
- (b) Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the constructions or structure of building in which the Flat is situated or storing of which good is objected to by the concerned local other authority and shall not carry or cause to be carried heavy packages whose upper floors which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Purchaser/s shall be liable for the consequences of the breach.

- (c) To carry at their own cost all internal repairs to the said Flat and maintain the Flat in the same conditions, state and order in which it was delivered by the Promoters to the Purchaser/s and shall not do or suffering to be done anything in or to the building in which the Flat is situated or the Premises which may be given the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Flat Purchaser/s committing any act in contravention of the above provision, the Flat Purchaser/s shall be responsible and liable for the consequences, thereof to be concerned local authority and or other public authority.
- (d) Not to demolish or cause to be demolished the Flat or any part thereof, nor any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep, the portion, sewers, drains pipes in the Flat and 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 Flat is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs or RCC, pardis or other structural members in the Flat without the prior written permission of the Promoters and/or the Organisation.
- (e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and building in which the Flat is situated any part thereof whereby any increase premium shall become payable in respect of the insurance.
- (f) Not to throw dirt, rubbish, garbage or other refuse or permit the same to be thrown from the Window/Balcony in the compound or any portion of the said property and the building in which the Flat is situated.

- (g) Pay to the Promoters within seven days for demand by the Promoters, his share of security deposit demanded by concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat is situated.
- (h) The Purchaser/s shall not carry out any structural changes/ modification inside of the Flat and also shall not decorate change or modify the exterior of the said Flat or any part thereof.
- (i) To bear and pay increase in local taxes, water charges, insurance and such other levys, 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 said Flat by Flat Purchaser/s viz. user for any purposes other than for residential purpose.
- (j) The Flat Purchaser/s shall not let, sublet, transfer, assign or part with Flat Purchaser/s interest or benefit factor of this agreement or part with the possession of the Flat until all the dues payable by the Purchaser/s to the Promoters under this Agreement are fully paid up and only if the Purchaser/s had not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Flat Purchaser/s has intimated in writing to the Promoters. The Promoter will always be entitled to and are hereby authorized to charge administrative charges, legal charges and other costs, 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.
- (k) Till the management of the Building/s is handed over to the Organisation, to allow the Promoter, its surveyors and agents at all reasonable time to enter into

or upon the said Flat to view and examine the state and condition thereof and to carry out repairs

- (l) Not to change the external colour scheme or the pattern of the colour of the building;
- (m) Not to change exterior elevation or the outlay of the building/s
- (n) The Flat Purchaser/s shall observe and perform all the rules and regulations which the Organisation may adopt, at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the flats therein and for the observance and performance of the buildings Rules, regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Flat Purchasers shall also observe and perform all the stipulation/s and conditions laid down by the Organisation regarding the occupation and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this agreement.
- (o) Till deed of conveyance of the said property and building in which the Flat is situated is executed; the Purchaser/s 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 Flat and building or any part thereof to view and examine the state and condition thereof.

77. These covenants shall be binding and operative even after the formation of the Organization.

78. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Flat Purchaser/s as advance or deposit as setout in Clause Nos. 65, 73 and 74 above, sums received on account of the share capital for promotion of the Organisation towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

79. Before taking possession of the said Flat, the Purchaser/s will inspect the said Flat and will fully and completely satisfy himself/ herself/ themselves with the said Flat in respect of the area, item of work or quality of work or the materials used for construction of the said building and the amenities provided, and after taking possession, the Purchaser/s will not raise any claims about the area, amenities provided by the Promoter /s with respect to the said Flat.
80. The Purchaser/s hereby grants to the Promoter the unequivocal and irrevocable consent to recover/ set off/ adjust the amounts payable by the Purchaser/s to the Promoter including the total consideration, the said charges, interest and/ or liquidated damages from the amounts if any, payable by the Promoter to the Purchaser/s. The Purchaser/s agrees and undertakes not to raise any objection or make any claims with regard to such adjustment/ set off and the claims, if any, of the Purchaser/s, in that regard, shall be deemed to have been waived.
81. Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Flat Purchaser/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 Purchaser/s nor shall the same in any manner prejudice to the rights of the Promoters.
82. The Flat Purchaser/s shall bear and pay the stamp duty, registrations and all incidental expenses thereto and shall present this Agreement as well as the conveyance 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.

83. All notices to be served on the Flat Purchaser/s as contemplated by this agreement shall be deemed to have been duly served if sent to the Flat Purchaser/s, by registered Post A.D. under Certificate of Posting or email at his/her address specified below:

Each party shall inform the other party in writing of any changes in his/its contact details. Notices shall be deemed to have been properly given, if sent through any one of the modes viz. registered letter, courier service, personal delivery e-mail or facsimile. Date of service of a notice delivered personally, by courier service or registered letter shall be the actual date of such delivery. Date of service for facsimile notice shall be the business day after sending of such facsimile and the date of service of email Notice shall be deemed to be the date on which the email has been sent by the concerned Party. The Parties hereby agree and undertakes to send/ receive any Notice to/ from the other Party by email to the email addresses specified in this Agreement.

84. The Purchaser/s hereby indemnify and keep indemnified the Promoter and hold the Promoter harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including its professional and legal fees in relation thereto) of whatsoever nature incurred or suffered by the Promoter directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Promoter under this Agreement; (b) any breach and/or default by the Purchaser/s in the performance of any and/ or all of his/its obligations under this agreement; (c) any injury to any property(ies) or persons(s); or death of person(s); or damages to any property(ies) howsoever arising related to the use and/ or occupation of the said Flat and directly or indirectly as a result of the negligence, act and/ or omission of the Purchaser/s or his / her/ its agents, servants, tenants, guests, invitees and/ or any person or entity under

his/its control; and (d) Purchaser's non-compliance with any of the restrictions regarding the use and/or occupation of the said Flat.

85. This Agreement shall always be subject to the provisions of the Acts and the rules made thereunder.

86. The Purchaser/s shall not ask for any partition, and/ or division towards his/ her rights in the said Flat and/ or the said building in which the said Flat is situated and/ or of the said Property and/ or shall not ask for independent rights, access in the said building and/ or in the said Property and/ or any independent agreement or any other agreement of the said Flat.

87. All stamp and registration charges and all costs charges and expenses payable in respect of the Deed Conveyance to be executed in respect of the said property and building to be constructed on the said property shall be borne and paid by the Flat Purchaser/s and/or the Organisation and the Promoters shall not be liable for the same.

88. In the case of any dispute or differences or claims arising out of, or in connection with, or relating to this Agreement, or in the interpretation of any provisions of this Agreement, or the breach, termination or invalidity hereof and the respective rights and obligations of the parties (each, a "Dispute"), the Parties shall attempt to first resolve such Dispute or claim through mutual discussions and amicable settlement.

89. If such Dispute is not resolved through such mutual discussions within [30 (Thirty)] days after any Party has served a written notice on the other Party requesting the commencement of discussions, any Party may refer such Dispute to 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 Arbitrator will be guided by the provisions of the RERA

Act and the Rules and Regulations framed thereunder. The decision of the Arbitrator shall be final and binding on the parties.

90. The venue of Arbitration shall be at Mumbai and only for the reason of interim relief the courts at Mumbai shall have the jurisdiction.

91. The Parties acknowledge and agree that both parties have intentionally agreed and chosen this mode of dispute resolution in order to obtain an amicable and speedier resolution of any dispute that may arise between themselves.

92. **GENERAL PROVISIONS**

- a. 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 Promoter, any agent, employee or representative of the Promoter 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.
- b. 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.

- c. 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.
- d. 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 Promoter 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.
- e. Notwithstanding anything contained under this agreement, the Purchaser/s has/ have expressly agreed, accepted and confirmed to pay/ reimburse to the Promoter immediately as and when demanded by the Promoter 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 Promoter 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 Promoter 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 Promoter , unless and

until the Promoter shall have given to the Purchaser/s 15 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.

93. 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 Flat 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 executed these presents on the day and the year first hereinabove mentioned.

SIGNED AND DELIVERED) **For Rohan Developers Pvt. Ltd**
BY THE WITHINNAMED PROMOTERS)
ROHAN DEVELOPERSPVT. LTD.)

IN THE PRESENCE OF) **Director**

- 1.
- 2.

SIGNED AND DELIVERED)
the withinamed **FLATPURCHASERS**)
_____)
_____)
IN THE PRESENCE OF)

1.

2.

ANNEXURE “A”

(DESCRIPTION OF THE SAID PROPERTY)

All that piece or parcel of land with the messuages hereditaments and premises bearing Final Plot No.269 of TPS III, Corresponding to C.S. No. 562 of Mahim Division admeasuring 1597 sq. yds. equivalent to 1335.30 sq.mtrs, together with the building and structures standing thereon known as “ Narayan Baug” situate, lying and being at SenapatiBapatMarg, Matunga Mumbai and bounded as follows:

On or towards North: By the property bearing CTS No. 270

On or towards East: By SenapatiBapatMarg

On or towards West: By property bearing CTS No. 268 (I 2 Zone)

On or towards South: By property bearing CTS No. 268 (I 2 Zone)

Annexure “B”

(the said Property delineated with red colour boundary line on the Plan)

Annexure “B-1”

(RERA Certificate)

Annexure “C”

(Property Card)

Annexure “D”

(Title Report)

Annexure “E”

(Copies of the plans designs and specifications prepared by the Promoters’ Architects)

Annexure “F”

(I.O.D. dated 11th July)

Annexure “G”

(Commencement Certificate dated 10th December 201_)

Annexure “G-1”

(Proposed plans and specifications)

Annexure “H”

(details of the said Flat and description shown by red colour outline on the plan_)

Annexure “I”

(Payment Schedule)

The total aggregate consideration amount for the Flat including parking spaces is Rs._____-/- The Purchaser has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) and hereby agrees to pay to Promoter the balance amount of Rs(Rupees) in the following manner :-

- i. Amount of Rs...../- (.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of this Agreement
- ii. . Amount of Rs...../- (.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the said Building.
- iii. Amount of Rs...../- (.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the said Building.
- iv. Amount of Rs...../- (.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the Flat.

- v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the Flat.
- vi. Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the said Building.
- vii. Amount of Rs...../- (.....) (not exceeding 95% of the total consideration) to be paid to the Promoter 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 said Building.
- viii. Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the Flat to the Purchaser on or after receipt of occupancy certificate or completion certificate.

Annexure “J”

(description of the common/limited common areas fixtures, fittings and facilities)

Annexure “K”

(area shown in green colour wash on the plan is the Recreation Garden)

Annexure “L”

(Exclusive Lift access and common access)

@@@@@@@@@@@@@@@@@@@@

DATED THIS ____ DAY OF _____, 2017

@@@@@@@@@@@@@@@@@@@@

M/S. ROHAN DEVELOPERSPVT. LTD.

...PROMOTERS

AND

MR._____

MRS._____

...FLAT PURCHASERS

AGREEMENT FOR SALE

REF: RDPL/ / / /2017

Date :

To,

MR. _____

Ref: Letter of intent for Allotment of Flat No. ____ on the ____ floor in the proposed Building to be known as “**LIFESCAPES MIRAGE**” being constructed on the property bearing C.S. No. 562 and Final Plot No. 269 of TPS III situate lying and being at Senapati Bapat Marg, Matunga Road (West), Mumbai - 400 016 (“**the said Property**”).

Dear Sir,

At your request we have provisionally reserved Flat No. ____ on the ____ Floor admeasuring ____ sq. ft. carpet area as per Real Estate (Regulation and Development) Act, 2016, (“**RERA**”) and _____ sq. ft. carpet area as per the plans sanctioned (“**the said Flat**”) in the building known as “**LIFESCAPES MIRAGE**” (“**said Building**”) being constructed on the property bearing C.S. No. 562 and Final Plot No. 269 of TPS III situate lying and being at Senapati Bapat Marg, Matunga Road (West), Mumbai - 400 016 and more particularly described in the **Schedule I** hereunder, subject to your compliance with and/or acceptance of the terms and conditions hereinafter stated and for Total Sales Consideration of Rs._____-/- (Rupees _____ Only) (“**TSC**”) which is to be paid by you as more particularly described in **Schedule II** hereunder:

1. TOTAL SALES CONSIDERATION AND PAYMENT THEREOF

- a) The TSC for the allotment of the said Flat as agreed between us shall be as mentioned in Schedule II as described hereinafter.

- b) TSC shall be payable by you directly to us as mentioned hereinafter, without any delay or demur.
- c) In addition to TSC agreed and without prejudice to the terms of these presents, you shall have to bear and pay immediately whenever called upon, the amount, deposits, charges and expense etc., as mentioned in Schedule II as described hereinafter.
- d) The TSC is escalation-free, save and except the escalations/increases due:
 - i. 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.
 - ii. to an increase in the area of the said Flat, due to any variation and amendment of the said Flat.
- e) It is clarified that TSC shall be deposited in deposited in the Escrow Account opened with HDFC Bank in the name and style of 'RDPL Mirage Project Escrow Account' bearing account no. 04230350000357 and all the cheques/demand drafts etc shall be drawn in favour of the aforesaid Escrow Account.
- f) The TSC stated hereinabove is exclusive of payment of GST and/or any other taxes as are levied or which may be levied hereafter either by Central Government and/or State Government and/or any Public Authority. In the event, the rate of GST being revised in future before grant of Occupation Certificate (OC) and/or payment of full consideration, the Flat Purchaser/s will be liable to make payment of additional GST based on revised rates on the sale consideration. Further, you agree that in the event that there is any surplus credits after availing the set-off of the input credits of GST, such surplus GST shall be considered as a part of the TSC and shall be deemed to have been paid by you to us as a part of the TSC towards the said Flat.
- g) Timely payment shall be essence of the allotment. In the event of your committing default in the payment and / or in observing and performing any of the terms and conditions of provisional allotment, we can, at our sole option, cancel / terminate provisional allotment by giving to you 15 days prior written notice in this behalf.

However if you fail or delay further to remediate the breach(s) for whatsoever reasons then in such an event, the earnest money and damages / losses sustained by us, if any, shall be deducted from the amounts deposited by you with us and the balance amount (if any) shall be refunded to you without any interest or application or any other or further claim or demand from you as regards the provisional reservation and / or the said Flat. For the purpose of this provision, it is clarified that this provisional reservation and the entitlements herein shall cease and becomes invalid after expiry of the specified 15 days' notice in case of any delay or failure on your part to rectify the breach(s) as prescribed therein. Thereafter your claim shall be restricted to the balance amount (if any) to be refunded to you as aforementioned. Irrespective of the amount refunded to you or not we shall be at absolute liberty to sell / allot the said Flat to any other third person as we deem fit and proper and you shall have no claim or objection whatsoever to the same.

- h) You have clearly understood the terms of this reservation especially clause 1(g) as stated herein above and have unconditionally accepted and consented thereto.
- i) Without Prejudice to our rights under provisional allotment and / or law, you shall be liable to pay interest at the State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum or as may be prescribed under the applicable law from time to time on all the amounts which are due & payable by you under this reservation, if any
- j) In case of cancellation of booking of the captioned flat, earnest money deposited to us shall be forfeited.

2. LOANS & MORTGAGE

- a) We hereby inform you that we have procured a loan as and by way of mortgage said Property alongwith newly constructed building known as "Lifescapes Mirage" from ECL Finance Limited ("ECLFL") and the sale of the flats is subject to the terms of the conditional no objection (NOC) issued by ECLFL.
- b) Further, we hereby inform you that the Project "Lifescapes Mirage" has been additionally funded by issuance of Non-Convertible Debentures and the project assets have now been

mortgaged to Debenture Trustee, Catalyst Trusteeship Ltd (“Debenture Trustee”) and the sale is subject to the terms of the conditional no objection certificate issued by the Debenture Trustee and/or Monitoring Agent .All the consideration shall be deposited in deposited in the Escrow Account opened with HDFC Bank in the name and style of 'RDPL Mirage Project Escrow Account' bearing account no. 04230350000357and all the cheques/demand drafts etc shall be drawn in favour of the aforesaid Escrow Account. The receivables of the said Flat shall remain mortgaged to Debenture Trustee till deposit of sale consideration in full in the Escrow Account.

- c) It is agreed that, you have herein, given your free and irrevocable consent to us to sell, assign, transfer mortgage or otherwise deal with our right, title and interest in the said Property, provided that the same does not in any way materially prejudice your right in respect of the said Flat which is agreed to be sold to you.

3. **PLANS AND SPECIFICATIONS**

- a) In the circumstances, we are entitled to develop the said Property and accordingly we have evolved a scheme for development of the said Property. The development/redevelopment of the said Property proposed by us, has been registered as a ‘real estate project’ with the Real Estate Regulatory Authority (“**Authority**”), under the provisions of Section 3, 4 and 5 of 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 (“**RERA Rules**”) and the Regulations. The Authority has duly issued Certificate of Registration No.[●] dated [●] for the Project, and a copy of the RERA Certificate is annexed and marked as **Annexure “A”** hereto.
- b) You have, prior to the date hereof, examined a copy of the RERA Certificate and have caused the RERA Certificate to be examined in detail by your Advocates and Planning and Architectural consultants. You have agreed and consented to the development of the said Property, in the manner mentioned in the RERA Certificate. You have also examined all documents and information uploaded by the Promoter on the website of the

Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.

- c) The title documents, approved building plans, specifications, perspective views, features, proposed amenities have been inspected and verified by you before the reservation of the said Flat in your name.
- d) We shall have the sole and absolute right to change, alter, amend, delete and revise the features, specifications and amenities proposed in respect of the said Building.
- e) If for any reason, any changes, in the plans of the proposed building are suggested by the Sanctioning Authorities or by the Architects or us, resulting in reduction or increase (subject to maximum of 3 % in such variations) in the above mentioned area or change in its location, no claim (monetary or otherwise) will be raised or accepted except that the abovementioned TSC will be reduced or increased on pro-rata basis. In case of absolute deletion of the said Flat, no claim, monetary or otherwise, will be raised or accepted except that the amount received will be refunded in full without any deduction/s.
- f) If for any reason whether within or beyond our control the whole or part of the Project is abandoned, no claim will be preferred or entertained from you save & except that your money will be refunded **with interest** as stated above in clause 1(i).
- g) We shall be at the complete liberty to construct additional / reduce floors, wings; structures, change layout over the said Property / proposed building(s) in order to consume the FSI ("**Floor Space Index**") available / purchased to the maximum potentials. Further, we shall have an irrevocable right and that you hereby expressly consent and confirm that we will always be entitled to utilize , transfer , assign or dispose of in any other manner as it may deem fit, all FSI and/or Transferable Development Right ("**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, It is agreed by you that, you have herein, given your

free and irrevocable consent to make any such variations, alterations, amendments or deletions in respect of the construction plans and approvals of the said Building, as demanded by the Competent Authority and/or as deemed fit by us. Further, we shall not require any further or other consent or concurrence in future and your consents and confirmation herein shall be treated as an irrevocable No Objection consent, and permission given by you, under sections 7 and 7A of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and Section 14 RERA or any amendment shall be deemed to have been complied herewith.

- h) In the event that you withdraw your consent or in the event the validity of the same is challenged, then the amount of TSC shall automatically stand enhanced to include any direct and/or indirect loss, damage, claim, expenditure suffered by us due to such consent not being granted to us.

4. SOCIETY FORMATION

- a) Upon 51% of the total number of flats/premises in the project being booked by purchasers, we shall submit an application to the competent authorities to form a society/organisation to comprise solely of the you and other purchasers of flats/premises in the said Building, 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.
- b) We may raise appropriate demand notices for the payment of the share money and entrance fees for the purpose of formation of the society/organization, upon you. You shall pay the same within 15 days of the date of such a demand notice

5. DOCUMENTATION

- a) You have read and understood the terms and conditions contained in the draft agreement for sale to be executed between us and agree to unconditionally abide by the same.

- b) The said agreement for sale together with all the annexures annexed thereto has been uploaded on the RERA website. You hereby agree to sign, execute and register the said agreement for sale together with all the annexures annexed thereto which have been uploaded on the RERA website.
- c) You shall immediately on payment of 10 % or more of the TSC execute the said agreement for sale, the draft whereof is shown, verified and accepted by you, and the parties will be governed by the terms of such agreement thereafter.
- d) You shall grant all the required assistance to us including signing of the agreements, deeds, declarations, consent(s) and other writings as & when demanded by us for lawful transfer of the said Flat.
- e) This Letter of Allotment should be not be construed as letter of Authority to Purchaser to Sale/Transfer the said Flat to any Third Party without our written consent.

6. BREACH AND INDEMNITIES

In case of any breach of any of the terms and conditions contained herein, by you, we shall be at the absolute liberty to cancel / terminate this allotment after giving a written notice of 15 days to remediate the breach. In event of such termination, you hereby undertake to indemnify and keep us indemnified and / or director / partners / office bearers for any losses, damages, charges and expenses suffered by them on this account. The effects of such termination will be similar to whatever agreed hereinabove in Clause 1(g).

7. CORRESPONDENCE

- a) All the notices / communication to be served upon you as contemplated under these presents shall be deemed to have been duly served , if the same is sent by Courier / Registered A.D. / Speed Post / Email/hand to you at your address contained in these presents. In case of any changes in your address, the same shall be communicated to us at

least 15 days in advance. Any delay or default in this behalf at your end will not concede any extension of time or excuse for your non payments or non-receipt of any letters/correspondences addressed to you.

- b) If there is more than one Allottee named in this Allotment Letter, all obligations hereunder of such Purchasers shall be joint and several. All communications shall be sent by us 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.

8. ACCEPTANCE AND AUTHORITY

- a) You have clearly understood the terms and conditions contained herein and unconditionally agree to abide by the same.
- b) The signatory is accepting the terms and conditions of these presents for himself / herself / themselves / draws complete authority to sign / accept the contents of these presents on behalf of the addressee / allottee. We shall be no way responsible in case any defects are found in the authorities of the said signatories.
- c) The contents of these presents shall super cede all other writings, brochures , leaflets and other sales materials and / or any other documents and shall be deemed as final and binding on parties hereto.

9. CHANGE IN POLICY, ACT OR LAWS

Due to change/ amendment in the existing Laws, Acts, Rules or due to implementation/ enactment of any new laws/ rules by the local bodies, State Government, Central Government or by any competent authorities. any term(s) and condition(s) contained in this letter becomes inoperative, illegal and non-est, then it is agreed and confirmed that, save and except the said term(s) and condition(s), the rest of the terms and conditions shall remain operative, legal, effective and binding on the parties hereto.

10. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Allotment Letter shall be construed and enforced in accordance with the laws of India for time being in force.

11. DISPUTE RESOLUTION-

- a) In the case of any dispute or differences or claims arising out of, or in connection with, or relating to this Allotment Letter, or in the interpretation of any provisions of this Allotment Letter, or the breach, termination or invalidity hereof and the respective rights and obligations of the parties (each, a “Dispute”), the Parties shall attempt to first resolve such Dispute or claim through mutual discussions and amicable settlement.
- b) If such Dispute is not resolved through such mutual discussions within [30 (Thirty)] days after any Party has served a written notice on the other Party requesting the commencement of discussions, any Party may refer such Dispute to 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 Arbitrator will be guided by the provisions of the RERA Act and the Rules and Regulations framed thereunder The decision of the Arbitrator shall be final and binding on the parties.
- c) The venue of Arbitration shall be at Mumbai and only for the reason of interim relief the courts at Mumbai shall have the jurisdiction.
- d) The Parties acknowledge and agree that both parties have intentionally agreed and chosen this mode of dispute resolution in order to obtain an amicable and speedier resolution of any dispute that may arise between themselves.

Thanking You,

Yours faithfully,

For ROHAN DEVELOPERS PVT. LTD.

I confirm the above

DIRECTOR

SCHEDULE I

(Description of the said Flat)

Flat bearing no. _____, admeasuring _____ square feet equivalent to _____ square meters carpet area as per the RERA and admeasuring _____ square feet equivalent to _____ square meters carpet area as per plans sanctioned/ IOD, on _____ floor, in said Building known as LIFESCAPES MIRAGE, together with the _____ covered ramp car parking space, being constructed on the property bearing C.S. No. 562 and Final Plot No. 269 of TPS III situate lying and being at Senapati Bapat Marg, Matunga Road (West), Mumbai - 400 016.

SCHEDULE II

(Payment Schedule)

The total aggregate consideration amount for the said Flat including parking spaces is Rs. _____/- to be paid in the following manner :-

- i. Amount of Rs./-(.....) (not exceeding 10% of the total consideration) to be paid to the Rohan Developers Pvt. Ltd. ("**Promoter**") on the execution of this Allotment Letter.
- ii. Amount of Rs./-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement for sale.

- iii. . Amount of Rs...../- (.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the said Building.
- iv. Amount of Rs...../- (.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the said Building.
- v. Amount of Rs...../- (.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Flat.
- vi. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Flat.
- vii. Amount of Rs...../- (.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the said Building.
- viii. Amount of Rs...../- (.....) (not exceeding 95% of the total consideration) to be paid to the Promoter 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 said Building.
- ix. Balance Amount of Rs...../- (.....) against and at the time of handing over of the possession of the said Flat to the Purchaser on or after receipt of occupancy certificate or completion certificate.

Annexure “A”
(RERA Certificate)