

AGREEMENT FOR SALE

THIS AGREEMENT made and entered into MUMBAI on this _____ day of _____
20____.

BETWEEN

M/S SHREE SWAMI SAMARTH BUILDERS & DEVELOPERS, (PAN No. ABIFS7207E), having his office address at 101, 1st floor, S.H.H. Residency, Shiva Indl. Estate Near TATA Power, Lake Road, Off. LBS Marg, Bhandup (W), Mumbai - 400 078 hereinafter referred to as “**THE OWNER/Developer**” (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his/her/their surviving Partners for the time) of the **FIRST PART**:

AND

hereinafter referred to as “**THE PURCHASER**” (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include in the case of individuals, his/her heirs, executors, administrators, in case of a firm the partners for the time being from time to time, the survivors or survivor of them and the heir, executors and administrators of the last of such survivors or survivor and in case of a Company, its successors) of the **SECOND PART**;

AND

CITADEL REALTY & DEVELOPERS LIMITED, the Limited Company having their office at 101, Marathon House, Devidayal Road, Mulund (W), Mumbai - 400 080 hereinafter called "**THE CONFIRMING PARTY**" (which expression shall unless it be repugnant to the meaning or context thereof be deemed to mean and include its successors and assigns) of the **THIRD PART**;

The Owner, Purchaser and Developer are hereinafter for the sake of brevity collectively and jointly referred to as '**Parties**' and individually as '**Party**'.

WHEREAS:

A. THE OWNER/DEVELOPER:

- a. By an Indenture dated 01/10/2011 registered on 13/12/2011 under Serial No 9826/2011 Shri Pratapsinh Shoorji Vallabhdas and 15 Others therein called the Vendors and CITADEL REALTY & DEVELOPERS LIMITED therein called the Purchaser, the Vendors therein have sold and conveyed their undivided, right, title, interest and share in the property bearing CTS No. 26, 26/1 & 2 of Village of Kanjur, Taluka Kurla, District Mumbai Sub-Urban admeasuring 943.70 Sq. mtrs. along with chawls structures there upon in favour of the Purchaser therein (hereinafter for the sake of brevity referred to as "the said First Property") The said Property is more particularly described in the First Schedule hereinafter written CITADEL REALTY & DEVELOPERS LIMITED entered into a Registered Development Agreement having Registered No. KRL2-11381-2014 dated 26/11/2014 with M/S SHREE SWAMI SAMARTH BUILDERS & DEVELOPERS for the development of the said Second Property.
- b. By the above mentioned Indenture dated 01/10/2011 registered on 13/12/2011 under Serial No. 9826/2011 Shri Pratapsinh Shoorji Vallabhdas and 15 Others therein called the Vendors and CITADEL REALTY & DEVELOPERS LIMITED therein called the Purchaser, the Vendors therein have also sold and conveyed their undivided, right, title, interest and share in the property bearing CTS No. 21 (Pt) of Village of Kanjur, Taluka Kurla, District Mumbai Sub-Urban admeasuring 1215.15 Sq. mtrs in favour of the Purchaser therein (hereinafter for the sake of brevity referred to as "the said Second Property") The said Property is more particularly described in the First Schedule hereinafter written CITADEL REALTY & DEVELOPERS LIMITED entered into a Development Agreement with M/S SHREE SWAMI SAMARTH BUILDERS & DEVELOPERS for the development of the said Second Property.

- c. By an Indenture dated 09/04/1973 registered under Serial No.BOM/B/107/1973 between Shri Tukaram Ramchandra Dhuri therein called the Vendor and Shri Dasharath Rajaram Shinde (**on behalf of proposed Navneet Sadan CHS**) therein called the Purchaser, the Vendor therein has sold and conveyed his right, title and interest in the property bearing CTS No. 27 (Pt) of Village Kanjur, Taluka Kurla, District Mumbai Sub-Urban admeasuring 627 Sq. mtrs. together with the 12 rooms structure standing thereon namely "Navneet Sadan" in favour of the Purchaser therein (hereinafter for the sake of brevity referred to as "the said Third Property") The said Property is more particularly described in the First Schedule hereinafter written. Shri Anant Atamaram Sawant and 11 Others being the members of "Navneet Sadan" Cooperative Housing Society Limited' have thereafter on 23/02/2009 entered into a Development Agreement with M/S SHREE SWAMI SAMARTH BUILDERS & DEVELOPERS for the development of the said Third Property. Shri Anant Atamaram Sawant and 11 Others have also executed Power of Attorney on 20/04/2009 for the development of the Third Property in favour of the Partners of the Developer for the development of the said Third Property.
- d. By an Indenture dated 01/07/1975 registered under Serial No. 2615 of 1975 between Smt. Vijaya Narhari Ushirkar therein called the Purchaser and Shri Tukaram Ramchandra Dhuri therein called the Vendor, the Vendor therein has sold and conveyed her right, title and interest in the property bearing CTS No. 27 (Pt) of Village Kanjur, Taluka Kurla, District Mumbai Sub-Urban admeasuring 627 Sq. mtrs. together with the 21 rooms and 2 shops structure standing thereon namely "Vijaya Niwas" in favour of the Purchasers therein (hereinafter for the sake of brevity referred to as "the said Third Property").

By deed of Indenture dated 19/02/1988 registered under Serial No. 699/1988 Smt. Vijaya Narhari Ushirkar therein called the Vendor and Shri Lalji Pradhanji Bhanushali & 22 Others therein called the Purchasers, the Vendor therein has sold and conveyed her right, title and interest in the property bearing CTS No. 27 (Pt) of Village of Kanjur, Taluka Kurla, District Mumbai Sub-Urban admeasuring 627 Sq. mtrs. together with the 21 rooms and 2 shops structure standing thereon namely "Vijaya Niwas" in favour of the Purchasers therein (hereinafter for the sake of brevity referred to as "the said Third Property"). The said Property is more particularly described in the First Schedule hereinafter written. Shri Felix Mendossa and 22 Others residents of Vijaya Niwas (being the members of the Vijaya Niwas Cooperative Housing Society (Proposed) have thereafter on

23/02/2009 entered into a Development Agreement with M/S SHREE SWAMI SAMARTH BUILDERS & DEVELOPERS in respect of the development of the said Third Property. Shri Felix Mendossa and 22 Others have also executed Power of Attorney on 20/04/2009 for the development of the Third Property in favour of the Partners of the Developer for the development of the said Third Property.

- e. By an Indenture dated 02/01/1990 registered under Serial No. 266/90 between Smt. Virginia Bastao Fernandes and Others therein called the Vendor and Shri Vasant Arjun Chavan & 13 Others therein called the Purchasers, the Vendor therein has sold and conveyed his right, title and interest in the property bearing CTS No. 27 (Pt) of Village of Kanjur, Taluka Kurla, District Mumbai Sub-Urban admeasuring 418.00 Sq. mtrs. together with the 14 rooms structure standing thereon namely "Ganesh Niwas" in favour of the Purchasers therein (hereinafter for the sake of brevity referred to as "the said Third Property") The said Property is more particularly described in the First Schedule hereinafter written. Shri Gopal Rajaram Chavan and 13 Others being the members of the Ganesh Cooperative Housing Society have thereafter on 09/07/2009 entered into a Development Agreement with M/S SHREE SWAMI SAMARTH BUILDERS & DEVELOPERS in respect of the development of the said Third Property. Shri Gopal Rajaram Chavan and 13 Others have also executed Power of Attorney on 09/07/2009 for the development of the Third Property in favour of the Partners of the Developer for the development of the said Third Property.
- f. The 51 tenants of "Navneet Sadan", "Vijay Niwas" and "Ganesh Sadan" have formed the Navneet Sadan Co-operative Housing Society Limited. For the sake of brevity "Navneet Sadan", "Vijay Niwas" and "Ganesh Sadan" are hereinafter collectively referred as "Navneet Sadan CHS LTD"
- g. Shri Anant A. Sawant and Others on behalf of the Navneet Sadan CHS LTD therein called "The Society" and Shree Swami Samarth Builders and Developers therein called the "Developer", the Society has vide the Development Agreement dated 11/08/2014 registered with Sub-Registrar of Assurances at Serial No. 7751 of 2014 have given development rights for the development of the said Property (i.e. Navneet Sadan, Vijaya Niwas and Ganesh Sadan) in favour of Shree Swami Samarth Builders and Developers along with General Power of even date registered with Sub-Registrar of Assurances at Kurla -2 under Serial No.7751 of 2014 in favour of the Developers herein.

- h. By an Indenture dated 04/12/2011 registered under Serial No.513 of 2012 (1) Mr. Rajiv Banwarilal Gupta (2) Mr. Krishan Harbanslal Gupta (3) Mr. Punit Pyarelal Gupta and (4) Mr. Munish Pyarelal Gupta therein called the Vendors and M/S SHREE SWAMI SAMARTH BUILDERS & DEVELOPERS therein called the Purchaser, the Vendors therein has sold and conveyed his right, title and interest in the property bearing CTS No. 22 (Pt) of Village of Kanjur, Taluka Kurla, District Mumbai Sub-Urban admeasuring 560 Sq. mtrs. in favour of the Purchaser therein (hereinafter for the sake of brevity referred to as "the said Forth Property").
- i. By an Indenture dated 25/03/1971 registered under Serial No. 1286 of 1971 Smt. J. Amarkaur therein called the Vendor and Smt. Jamunabai P. Dhamdhare and Smt. Pushapavati N. Dhamdhare therein called the Purchasers, the Vendor therein has sold and conveyed his right, title and interest/undivided share in the property bearing CTS No. 22 (Pt) of Village of Kanjur, Taluka Kurla, District Mumbai Sub-Urban admeasuring 464.04 Sq. mtrs. in favour of the Purchasers therein (hereinafter for the sake of brevity referred to as "the said Fifth Property") The said Property is more particularly described in the First Schedule hereinafter written. By Deed of Conveyance dated 26/04/1990 Smt. Jamunabai P. Dhamdhare and Smt. Pushapavati N. Dhamdhare sold / transferred their right, title and interest/undivided share in the Fifth Property in favour of Shri Kashiram Shripat Sawant and Others for and on behalf of Proposed Ganesh Co-operative Housing Society.
- However, the said Deed of Conveyance dated 26/04/1990 was inadequately stamped and hence after paying adequate stamp duty the same has been registered vide the Deed of Confirmation dated 03/03/2011 registered under Serial No. 2655 of 2011. Shri Kashiram Sripat Sawant and Others on behalf of the Proposed Ganesh Co-operative Housing Society has vide the Development Agreement dated 26/11/2014 registered under Serial No. KRL2-11379-2014 given development rights in respect of the Fifth Property in favour of Shree Swami Samarth Builders and Developers. Shri Kashiram Sripat Sawant and Others on behalf of the Proposed Ganesh Co-operative Housing Society has also executed the Power of Attorney dated 01/02/2011 in favour of M/S. SHREE SWAMI SAMARTH BUILDERS AND DEVELOPERS.
- j. For the sake of brevity, the First Property to the Fifth Property is hereinafter collectively referred to as "the said Property". The said property is comprising of total 212 tenants occupying their respective tenanted premises in the said Property. .

B. THE APPROVALS:

- a. The said Property has been declared as "Slum Properties" under No. SLM/IMP/CA/I/KJR and vide Notification No. SLM/1076/5280/G dated 16th September, 1976 under the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 due to lack of having basic amenities.
- b. The Owner/Developer & Confirming Party decided to develop the said Property under SRA Scheme in conformity of Development Control Regulation 33(10) of the Municipal Corporation of Greater Mumbai by giving the carpet area of 269 Sq. ft free of cost to the existing tenants, dwelling in the said Property.
- c. The Owner/Developer & Confirming Party have formulated the scheme of development of the said Properties under Development Control Regulations 33(10), 33(14) of the Municipal Corporation of Greater Mumbai/S.R.A., in conformity with Slum Rehabilitation Scheme and offered to rehabilitate the slum dwellers in the said Properties by providing premises to each of them as per SRA norms free of cost of ownership basis.
- d. The Owner/Developer with concurrence of all members of the "Navneet Sadan Co-operative CHS LTD" to redevelop the Said Properties under the provisions of Regulation 33(10), 33(14) of D.C. Rules and therefore submitted proposal to the said SRA in that behalf. In pursuance thereof the said SRA has issued Letter of Intent vide No. SRA/ENG/2185/S/PL/LOI dated 19/03/2012 (hereinafter referred to as the "Said Letter of Intent") and the same was amended on 04/01/2014 and the copy of the amended L.O.I. No. SRA/ENG/2185/S/PL/LOI dated 04/01/2014 is annexed herewith and marked as Annexure "A".
- e. For the purpose of redevelopment of the Said Properties, the Owner/Developers hereto had appointed SHEETAL NIKHARE OF M/S. S.S. ASSOCIATES, as the Architect having their office at 104 Shreeji Ashish, Khopat, Thane (West). However due to personal reason, she could not continue and resigned as Architect for these redevelopment project. The Owner/Developer accepted her resignation and appointed Mr Ajay A. Sawant of M/s. A.J. Associates, 2/1, Om Siddhi Vinayak Society, Hariyali Village, Vikhroli (E), Mumbai - 400 083 and whose services are agreed to be continued till the redevelopment of the Said Properties are completed under his supervision. The Owner/Developers have appointed Vinayak Chopdekar & Associates as the Structural Engineers for the redevelopment of the Project.

- f. The Owner/Developers through the above said Architect prepared a scheme for redevelopment of the said Properties as per the terms and conditions of the said Letter of Intent and submitted the same of the Said SRA along-with the Plans, specifications, drawings and designs of the buildings to be constructed on the Said Properties. The said SRA has approved the said scheme and the said plans, specifications, drawings, designs and also issued Sanction of Development vide order no. SRA/Eng/2185/S/PL/LOI dated 19/03/2012 .
- g. The SRA/ Municipal Corporation of Greater Mumbai have approved and sanctioned the building plans to be constructed on the said land vide I.O.A. bearing No. SRA/ENG/2815/S/PL/AP dated 28/03/2012 are annexed herewith and marked as Annexure "B" and have also issued Commencement Certificate dated 12/06/2012 bearing no. SRA/ENG/2815/S/PL/AP and duly endorsed on 18/01/2014, the copy of the said Commencement Certificate is annexed herewith and marked as Annexure "C".
- h. As a result of the said Agreement, the said consent of the Tenants/slum dwellers, orders, LOI, IOA, C.C., the Developers alone are entitled and enjoined upon to construct building/s on the said Properties by demolishing the existing structures standing on the said Properties.
- i. The Owner/Developers after seeking consent of all the tenants demolished the old structures/tenants premises on the said Property with a view to construct on the said Property multi-storeyed building/s namely Navneet Sadan Co-operating Housing Society Ltd. consisting of different units or wings viz. Navneet Sadan for the Tenants and remaining for open sale in the market by utilizing balance. FSI and FSI under TDR scheme viz. **Shree Samarth Veronica** (hereinafter referred to as "the Said Building").
- j. The Owner/Developer & Confirming Party alone have the exclusive rights to develop the said Properties and sell the Premises in the said buildings to be erected on the said properties and to enter in to Agreements with the purchasers of Flat and to receive the sale price in respect thereof.

C. The Title:

- a. The Purchaser demanded from the Developer/Owner and the Developer/Owner has given inspection to the Purchaser of all the documents of title relating to the said Building and the Commencement Certificate, the sanctioned plans and of such other documents as are specified under the Maharashtra Apartment Ownership Act (hereinafter referred to as "the said Act") and the Rules made there under.

- b. The Purchaser has satisfied himself about the title to the said property and the Owners/Developers' right to deal with the flat in the said Building and no requisition or objection shall be raised on any matter relating thereto and that the Purchaser hereby accepts the title to the said property.
- c. Copy of the title certificates dated 25/09/2014 & 03/12/2014 issued M/s. Sameer K. Vaidya Advocate of the Developers certifying the title of the Owner/Developers inter alia to the said Property is annexed hereto as Annexure **"F1, F2 & F3"**.
- d. The Purchaser enters into this Agreement after seeking legal advice on the various clauses and the rights retained by the Developers/Owner.

D. THE FLAT:

- a. In pursuance to the Development Agreement, the Owner/Developer was required to handover 82% of the sale FSI of 2158.85 Sq.mtrs in the proposed Sale Building which is going to be constructed on the said property to the confirming party herein. (hereinafter referred to as "the said Confirming Party's area) However, the Owners/Developer and the Confirming Party hereby confirms that the said flat (as defined hereinafter) does not form the part of the above-mentioned Confirming Party's area.
- b. The Developer/Confirming Party have agreed to sale and the Purchaser has agreed to purchase a flat (a part of the said Owners Area) bearing Flat No. _____ admeasuring _____ square meters carpet area (i.e. _____ Sq. Ft.) on the _____ floor of **"Shree Samarth Veronica"** building (hereinafter referred to as "the said Flat") more particularly described in the Second Schedule hereunder written and shown hatched with red colour on the said proposed Floor Plan annexed hereto and marked as Annexure "D" i) without any right to use building Car parking
- c. The said Flat is with such amenities as mentioned in Third Schedule hereto

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

1. Recitals:

All the aforesaid recitals shall form an integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly.

2. **Disclosures & Understanding:**

2.1. **Open Space:**

The Purchaser is further aware that he/she/they shall not object for development of the adjoining plots due to deficient open space and to amalgamate the adjacent plots with the said property.

2.2. **Balance Land Potential:**

The Owner/Developer/Confirming Party shall at its own cost, construct and complete the construction as set out in the sanctioned plans with such variations, additions, alterations and/or modifications as the Owner/Developer/Confirming Party may consider necessary or expedient including for the purposes to enable the Owner/Developer/Confirming Party (a) to utilise the entire unconsumed and residual Floor Space Index (F.S.I.) and the entire increased, additional, future, fungible and extra F.S.I. (whether by way of purchase of FSI from the layout and/or purchase of FSI from the authorities by payment of premium or price and/or the change of law and policy and/or the purchase of Transferable Development Rights and/or floating FSI or adding adjoining land) before the formation of the Organisation and even post formation of the Organisation and even after the execution of this Agreement and/or after the vesting of the said Property in favour of the Organisation and (b) to relocate/realign service and utility connections and lines, open spaces, parking spaces, recreation areas and all or any other areas, amenities and facilities as the Owner/Developer/Confirming Party may deem fit in its sole discretion and/or to the Sanctioned Plans (from time to time) before the formation of the Organisation and even post formation of the Organisation and even after the execution of this Agreement and/or after the vesting of the said Property or any part thereof in favour of the Organisation that may be formed at the sole decision of the Owner/Developer/Confirming Party and the Purchaser hereby consents to such variations being made and the consent contemplated hereunder shall for all purposes be considered as the Purchaser's consent under the provisions of Section 7(1) (i) & (ii) and the other applicable provisions of the said MOFA and the other applicable provision of the Maharashtra Regional Town Planning Act, 1966 and the Development Control Regulations framed therein PROVIDED THAT the area and the floor of the said Flat (as herein defined) and hereby agreed to be demised to the Purchaser shall not be reduced without the prior written consent of the Purchaser.

3. **Amendments:**

3.1. And further that if and in case the Owner/Developer/Confirming Party may consider necessary to amend/vary the sanctioned plans (from time to time) or otherwise any amendment/variation in the Sanctioned Plans becomes necessary either because of the Owner/Developer/Confirming Party deciding to construct additional floor/s or additional flats or additional wing/s to the said Building or any other building or additional buildings or semi-detached building as the Owner/Developer/Confirming Party deems fit including on account of the Owner/ Developer/ Confirming Party deciding to use the balance Floor Space Index of the said Property or any part thereof or a part or additional part of the TDR of the reservations, if any, on the said Property or on account of the increase in the Floor Space Index in the locality or Floor Space Index available by paying premium or price to authorities or additional Floor Space Index becoming available on account of acquisition of Transferable of Development Rights or otherwise howsoever then and in any such case the Owner/Developer/Confirming Party shall be entitled and be at liberty to amend/vary the sanctioned plans and to carry out such construction provided the location of the said Buildings is not changed and without making any change in the location, area and dimensions of the said Flat. The Purchaser hereby consents to the above and the said consent shall for all purposes be considered as the Purchaser's consent contemplated under the provisions of Section 7(1) (i) & (ii) and the other applicable provisions of the said MOFA and the other applicable provision of the Maharashtra Regional Town Planning Act, 1966 and the Development Control Regulations framed therein.

3.2. The Owner/Developer/Confirming Party propose to develop the said Property and may amalgamate and/or sub-divide as furnished for the development of the said Property. The Purchaser has confirmed that any amendment to the layout of the said Property or the Larger Land or any part thereof at any time in future, whether by way of amalgamation or sub division and/or in any manner whatsoever, shall be permissible and the nature of the scheme and the development to be undertaken by the Owner/Developer/Confirming Party would be required and shall not be objected to by the Purchaser individually or jointly with others.

3.3. It is expressly agreed and the Purchaser is aware that as a result of changes in the building plans of the said Building of the said Flat and/or in the common areas and facilities may increase or decrease. The Purchaser hereby expressly consents to such changes in the said share and hereby expressly authorizes the Owner/Developer/Confirming Party to so increase or decrease the said share of the Flat and/or in the common areas and facilities of the said Building and the Purchaser hereby irrevocably agrees to accept the said share as changed as aforesaid.

4. **The Payments:**

- 4.1. The Owner/Developer/Confirming Party hereby agrees to sell to the Purchaser and Purchaser hereby agrees to Purchase from the Owner/Developer/Confirming Party the said Flat bearing No. _____ admeasuring _____ Sq. Ft. carpet area equivalent to _____ square meters on the _____ floor of Building known as **“Shree Samarth Veronica”** (“the said Flat”) is marked hatched with red colour on the said Floor Plan annexed hereto and marked as Annexure “D” for a total consideration of the said flat sum of Rs. _____/- (Rupees _____ - _____ Only) including the proportionate price of the common areas and facilities appurtenant to the said building, the nature extent and description of the common areas and facilities/limited common areas and facilities which are more particularly set out in the Second Schedule hereunder written (hereinafter referred to as “the Consideration”) to be paid by the Purchaser to the Owner/Developer in the manner provided herein below.
- 4.2. The Purchaser and the Owner/Developer/Confirming Party hereby expressly agree and acknowledge that the carpet area of the said Flat may vary as a result of physical variations. In the event that there is an increase or decrease of up-to 2% in the carpet area of the said Flat as agreed upon by and between the Purchaser and the Owner/Developer/Confirming Party, neither Party shall be liable to make good the difference in the Consideration to the other Party. However if there is an increase or decrease of more than 2% in the agreed carpet area of the said Flat, the Purchaser shall be liable to pay or receive the difference in the Consideration.

- 4.3. The said Consideration is derived on the basis that (a) the Owner/Developer/Confirming Party shall be entitled to utilise the entire unconsumed and residual Floor Space Index (F.S.I.) in respect of the said Property and the entire increased, additional, future, fungible and extra F.S.I. (whether by way of purchase of FSI from the layout and/or purchase of FSI from the authorities by payment of premium or price and/or the change of law and policy and/or the purchase of Transferable of Development Rights and/or floating FSI or adding adjoining Lands before the formation of the Organisation that may be formed and even after the execution of this Agreement and/or after the vesting of the said Property or any part thereof in favour of the Organisation and (b) the Purchaser has accorded his irrevocable consent to the Owner/Developer/Confirming Party whereby the Owner/Developer/Confirming Party shall be entitled to make any variations, alterations, amendments or deletions to or in the scheme of development of the said Property/ Larger Land the layouts relocate/realign service and utility connections and lines, open spaces, parking spaces, recreation areas and all or any other areas, amenities and facilities as the Owner/Developer/Confirming Party may deem fit in its sole discretion and/or to the Sanctioned Plans (from time to time) before the formation of the Organisation and even after the execution of this Agreement. The said Consideration is exclusive of all taxes including service tax, vat tax in respect of the said Agreement shall be borne and payable by the Purchaser.
- 4.4. The said Flat shall contain amenities as per the particulars set out in the Internal Amenities referred to in the Third Schedule hereto;
- 4.5. The said consideration towards the said Flat shall be paid, in phases, time being of essence, in accordance with the progress of construction of the said Building by the Owner and the issuance by the Owner/Developer to the Purchaser of notice intimating the Purchaser about the stage-wise completion of the said Building as detailed below (the payment at each stage is individually referred to as “the instalment” and collectively referred to as “the instalments”):

Payment Schedule

Sr. No.	Stages	Percentage	Amount (Rs.)
1	On booking	10%	
2	On Completion of Plinth	10%	
3	On Completion of 1st Slab	05%	
4	On Completion of 2nd Slab	05%	
5	On Completion of 3rd Slab	04%	
6	On Completion of 4th Slab	04%	
7	On Completion of 5th Slab	04%	
8	On Completion of 6th Slab	04%	
9	On Completion of 7th Slab	04%	
10	On Completion of 8th Slab	04%	
11	On Completion of 9th Slab	04%	
12	On Completion of 10th Slab	03%	
13	On Completion of 11th Slab	03%	
14	On Completion of 12th Slab	03%	
15	On Completion of 13th Slab	03%	
16	On Completion of 14th Slab	03%	
17	On Completion of 15th Slab	03%	
18	On Completion of 16th Slab	03%	
19	On Completion of 17th Slab	03%	
20	On Completion of 18th Slab	03%	
21	On Completion of 19th Slab	03%	
22	On Completion of 20th Slab	03%	
23	On Completion of Terrace Slab	03%	
24	On Completion of Internal Work	02%	
25	On Completion of External Work	02%	
26	On possession	02%	
	Total	100%	

(Time for payment of each installment being the essence of this Agreement)

4.6. The responsibility for bank loan if any to be availed by Purchaser shall be at his/her own responsibility and the Owner/Developer is not responsible for any delay in sanction of the loan or non sanction of the loan and further disbursement as per above payment schedule which has to be met by the Purchaser.

5. **Statutory Dues:**

5.1. The Consideration (being paid in instalments), shall be exclusive of all taxes, levies, cesses, imposts payable to any government authority. The Purchaser shall be liable to pay all applicable taxes levies, cesses, imposts payable on the said Consideration and/or under this Agreement. Currently, they are as under:

Govt. Taxes	
a)	GST (as per actual)
b)	Stamp Duty (as per actual)
c)	Registration (as per actual)

5.2. U/s 194-IA of the Income Tax Act, 1961 the purchaser has to deduct 1% TDS on the consideration (if more than Rs. 50,00,000/-) of the said Flat and issue the Owner/Developer Form 16B of such deductions.

5.3. The Purchaser shall also be liable to pay any taxes, levies, cesses, imposts that may be levied or made payable at any m, future date by any authority including but not limited to any government authority whether on the said Consideration and/or under this Agreement and the Owner/Developer shall under no circumstances be liable to pay any such taxes levies, cesses, imposts.

5.4. The Purchaser hereby authorizes the Owner/Developer to adjust/ appropriate all payments made by the Purchasers against any dues (under any head) outstanding under this Agreement.

5.5. The Purchaser hereby agrees that in the event of any amount becoming payable by way of levy of premium to the concerned local authority or any amount becoming payable by way of betterment charges or development levies or any other payment of a similar nature in respect of the said Property to be constructed thereon, the same shall be reimbursed by the Purchaser to the Owner/Developer in the proportion of the area of the said Flat to the total area of all the flats in the said Property or any part thereof.

5.6. The Purchaser hereby also agrees that in the event of any amount by way of premium Security deposit or fire cess, betterment charges or development tax or security deposit for the purpose of obtaining water/electric/cable connection for the said Building or any other purpose in respect of the said Building or any other tax or payment of a similar nature is paid to the any other authority or becoming payable by the Owner/Developer the same shall be reimbursed by the Purchaser to the Owner/Developer proportionately with respect to the said Flat and in determining such amount, the decision of the Owner/Developer shall be conclusive and binding upon the Purchaser.

5.7. The stamp duty and registration charges of this Agreement and proportionate cost of Conveyance to the Organisation shall be borne and paid by the Purchaser.

6. Delay or default in Payment:

6.1. Without prejudice to the rights of the Owner/Developer/Confirming Party / herein, in case the Purchaser commits default in payment of any of the amounts due and payable by the Purchaser to the Owner/Developer under this Agreement, the Purchaser shall pay interest thereon to the Owner/Developer at the rate of 24 % per annum from the due date until realization thereof.

6.2. It is hereby expressly agreed that the time for payment of each of the aforesaid instalments of the Consideration set out in Clause (3) above shall be the essence of the contract. Save as provided herein, in the event the Purchaser commits default in payment on the due date of any amount due and payable by the Purchaser to the Owner/Developer under this Agreement (including proportionate share of taxes levied by the concerned local authority and other outgoings) and/or commits breach of any of the terms and conditions of this Agreement, the Owner/Developer/Confirming Party shall be entitled at their own option to terminate this Agreement **PROVIDED ALWAYS THAT** the power of termination contained herein shall not be exercised by the Owner/Developer/Confirming Party unless and until the Owner/Developer shall have given to the Purchaser 15 (fifteen) days prior notice in writing of their intention to terminate this Agreement and default shall have been made by the Purchaser in rectifying the breach within such notice period.

- 6.3. Upon termination of this Agreement as aforesaid, without prejudice to the other rights and remedies of the Owner/Developer/Confirming Party, the Owner/Developer shall refund to the Purchaser the Reservation amount and instalments of purchase price of the said Flat which may till then have been paid by the Purchaser to the Owner/Developer without interest within 90 days of such termination, after forfeiture of an amount of 20% of the Consideration along with taxes, brokerage charges as may be applicable and on such refund, the Purchaser shall not have any other claim against the Owner/Developer/Confirming Party or on the said Flat and the Owner/Developer/Confirming Party shall be entitled to deal with the said Flat in the manner as deemed fit by the Owner/Developer/Confirming Party, without further recourse to the Purchaser, written or otherwise.
- 6.4. Any delay tolerated or indulgence shown by the Owner/Developer/Confirming Party in enforcing any of the terms of this Agreement or any forbearance or giving of time to the Purchaser by the Owner/Developer/Confirming Party shall not be construed as a waiver on the part of the Owner/Developer/Confirming Party of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser, nor shall the same in any manner prejudice, limit or affect the rights of the Owner/Developer/Confirming Party.

7. **Title of the Property:**

- 7.1. The Purchaser has prior to the execution of this Agreement satisfied itself about the title of the Owner/Developer/Confirming Party to the said Property to be developed more particularly described in the **First Schedule** hereunder written and the Purchaser has been provided a copy of the title certificates dated 25/09/2014 & 03/12/2014 issued by Samir K. Vaidya, Advocate of the Owner/Developer/Confirming Party, a copy whereof is annexed hereto as Annexure **“F1, F2 & F3”**.
- 7.2. The Purchaser shall not be entitled to further investigate the title of the Owner/Developer/Confirming Party and no requisition or objection shall be raised upon any matter relating thereto. The Purchaser has sought legal advice on this Agreement and has understood the rights retained by the Owner/Developer/Confirming Party under this Agreement.

8. CAR PARKING:

8.1. The Purchaser has requested/has not requested for car Parking. It has been expressly agreed by and between the Parties that the any Car Parking Space if allotted on the request of the purchaser, shall be allotted either in the building in which the flat is situated or in any other nearby building in the layout and the purchaser irrevocable agrees to the same and undertakes to not to raise any objection in this behalf. If provided, the car parking usage shall be governed as follows:

8.1.1. The said Allotted Car Parking spaces shall be utilized for parking the Purchaser's own light motor vehicle only and shall not be used for parking of any other vehicle or for, any other purpose whatsoever. The Purchaser acknowledges that Owner/Developer/Confirming Party shall provide parking spaces for normal Light Motor Vehicle size and not for large/extra large size car. Thus Owner/Developer/Confirming Party shall not be responsible or liable to Purchaser, in case the Purchaser(s) car cannot fit in the said allotted car parking space.

8.1.2. The Purchaser agrees that all such allotted car parking spaces allotted to the occupants of the said Building shall not form part of Common Areas and facilities of the Flat. The Flat Purchaser agrees and confirms that the allotted car parking space shall automatically be cancelled in the event of cancellation, surrender, relinquishment, resumption, re-possession etc. of the Flat under any of the provisions of this Agreement.

8.1.3. All Car Parking allotted is for Stack Parking facility in pairs of A & B slot, One at Lower level of Stack and another at Upper level. The Purchaser understands that he/she/they/them shall have 50% rights in the pair jointly with another Purchaser to park the vehicle. For ease of operations, it is understood that the designated parking rights in the A slot are for odd date at Lower level and on even date on Upper level of Stack and its vice versa for B slot.

8.2. Unauthorized usage of allotted car parking space shall be leviable with penalty as may be determined by the Owner/Developer. After completion of the Project, Society / Corporate Bodies / Apex Body shall be entitled to charge such amount as may be decided by Society / Corporate Bodies / Apex Body from time to time for maintenance or any unauthorized usage thereof.

9. The rights of the Owner/Developer/Confirming Party are as stated hereinbelow which are duly acknowledged and irrevocably accepted by the Purchaser:-

9.1. **Property other than the flat:**

- 9.1.1. It is expressly agreed that the right of the Purchaser under this Agreement is only restricted to the said Flat subject to payment of all the monies stipulated herein and all other Flats shall be the sole property of the Owner/Developer/Confirming Party and the Owner/Developer/Confirming Party shall be entitled to sell, transfer and/or deal with and dispose of the same without any reference or recourse or consent or concurrence from the Purchaser/s in any manner whatsoever.
- 9.1.2. The Purchaser is aware and confirms and acknowledges that the Owner/Developer/Confirming Party shall be absolutely entitled to create exclusive rights in respect of the terraces/ gardens which are connected to flats of the said building to be constructed on the said Property and/or any part thereof in favour of the purchasers of such flats and the same shall form part of restricted areas and amenities and shall not form part of common areas and amenities of the said building. The purchaser hereby confirms, acknowledge and undertake not to raise any objection, claim or right of any nature whatsoever in future whether individually or collectively or through any organization that may be formed at a later date with regard to the exclusive right to use and occupy the said terraces connected to such flats.
- 9.1.3. It is hereby expressly agreed by and between the Parties that the Owner/Developer/Confirming Party shall be entitled to the open ground, compound, parking lots whether under the stilt, in or in the open and shall be entitled to deal within such manner as they desire to the other purchasers.
- 9.1.4. It is hereby expressly agreed that the terrace on the said Building shall always belong to the Owner /Developer /Confirming Party and the Owner /Developer /Confirming Party shall be entitled to deal with and/or dispose off the same in such a manner as the Owner/Developer/Confirming Party may deem fit. In the event of the Owner/Developer/Confirming Party obtaining permission from the concerned authorities for constructing one or more flats on the terrace then the Owner/Developer/Confirming Party shall be entitled to transfer

such flat constructed on the terrace together with the terrace to such person at such rate and on such terms as the Owner/Developer/Confirming Party may deem fit. The Owner/Developer/Confirming Party in that event shall be entitled to allow use of such entire terrace to the Purchasers/s of such flat constructed on the terrace and the terrace shall be in exclusive possession of the Purchaser/s of such flat to be constructed on the terrace. In the event the Owner/Developer/Confirming Party constructs more than one flat on the terrace, the Owner/Developer/Confirming Party shall be entitled to sell the respective flats together with the portions of the terrace proportionate to and/or appurtenant thereto. The Organisation to be formed by the Purchasers of flat as stated herein shall admit the Purchaser/s of such flat/s as its member/s. The Organisation formed by the Purchasers of the said building will however be given a separate access to the terrace for the check-up and maintenance of the water tank and/or such common facility at all reasonable time and/or during such times as may be mutually agreed upon by the Purchaser of such flat on the terrace of the said building

9.2. **Transfer of the Flat:**

- 9.2.1. Till the formation of the said Organisation and the Conveyance of the said Property/Larger Land to the Organisation as the case may be, the Purchaser shall not be permitted to transfer, assign, lease and/or license and/or part with the possession of the said Flat or any part thereof without the prior written consent of the Owner/Developer/.
- 9.2.2. It is also expressly agreed that if at any time till possession of the flat is handed over, if the Purchaser is desirous of transferring/assigning all its right, title and interest in the said Flat, the Purchaser shall offer the said Flat to the Owner/Developer and the Owner/Developer shall be entitled to purchase the said Flat at the said Consideration within 30 days of the offer of the Purchaser to purchase the said Flat. and after confirmation the Owner/Developer will pay to the purchaser the amount received from the purchaser against the said flat within 60 days. Only in the event, the Owner/Developer is not willing to purchase the said Flat, the Owner/Developer shall within 30 days inform the Purchaser of the same in writing and thereafter the Purchaser shall be entitled to assign and transfer all its right, title and interest in the said Flat to any third party for such or higher consideration.

9.3. **Changes:**

9.3.1. The Owner/Developer/Confirming Party shall be entitled to make any variations, alterations, amendments or deletions to or in the scheme of development of the said Property and/or, the layout plans, building plans, relocate/realign service and utility connections and lines, open spaces, parking spaces, recreation areas and all or any other areas, amenities and facilities as the Owner/Developer/Confirming Party may deem fit in its sole discretion and/or to the Sanctioned Plans (from time to time) before the formation of the Organisation as the case may be and even post formation of the Organisation and even after the execution of this Agreement and/or after the vesting of the said Property or any part thereof in favour of the Organisation. If the Floor Space Index, by whatever name or form is increased (a) in respect of the said Property, which includes and/or additional construction (i.e. more than what is envisaged at present) is possible on the said Building/ said Property (b) on account of Transfer of Development Rights (or in any other similar manner) available for being utilised or otherwise purchased and acquired from the market to consume the same on the said Property (or any part thereof) then in such event, the Owner/Developer/Confirming Party shall be entitled to construct such additional floors, as per the revised building plans and deal with the same in the manner the Owner/Developer/Confirming Party deems fit and proper and the Purchaser hereby irrevocably consents to the rights of the Owner/Developer/Confirming Party mentioned above as well as the rights of the Owner/Developer/Confirming Party to revise and modify the plans and building plans from time to time. The Owner/Developer/Confirming Party shall be entitled to include the FSI and/or the development potential of the other parcels of land forming part of the said Property or the adjoining plots of land or otherwise (if the Owner/Developer/Confirming Party acquires the same) and in this regard may cause the amalgamation of the same as may be deem fit and proper by the Owner/Developer/Confirming Party. The Purchaser expressly consents to all of the above as long as the area of the said Flat is not reduced notwithstanding what has been laid down in clauses of this Agreement. This consent shall be considered to be the Purchaser's consent contemplated under Section 7 (1) (ii) of the Act and the other provisions of the said Act and in accordance with the provisions of the Maharashtra Regional Town Planning Act, 1966 and the Development Control Regulations.

9.3.2. The location of the said Building and the common areas and amenities is a provisional one. The Owner/Developer/Confirming Party is entitled and irrevocably authorized to alter/modify the layout of the said Property, including to alter or relocate or reshape the common areas and amenities shown in the presently approved layout of the said Property. Also the common areas and facilities may be shared by the Purchaser and purchasers of various Flats in the new building/s to be constructed on the said Property / the Larger Land as may be sanctioned by the concerned authorities from time to time.

9.3.3. The Owner/Developer/Confirming Party shall be entitled to make variations in the lay-out, amenities and specifications, service and utility connection, facilities and underground water tanks, pumps, recreation areas, and their dimensions as the Owner/Developer/Confirming Party deems fit.

9.4. **Additional FSI:**

The Owner/Developer/Confirming Party shall always have a right to get the benefit of additional Floor Space Index for construction from sanctioning authorities and also to make the additions, alterations, raise storeys or put up additional structures as may be permitted by sanctioning authorities and other competent authorities and such additions structures and storeys will be the sole property of the Owner/Developer/Confirming Party alone who will be entitled to use the terrace/s including the parapet wall for any purpose including display of advertisements and sign boards and for such purpose may utilize any common facility or amenity such as water, electricity etc. available in the said Flat to which the Purchaser shall not have a right to object, and it is expressly agreed that the Owner/Developer/Confirming Party shall be entitled to put a hoarding or give on lease site for pager station, cell base station and telecom towers on the said Property or on the said Building or any part thereof including the terrace and the said hoardings may be illuminated or comprising neon sign and for that purpose Owner/Developer/Confirming Party is fully authorized to allow temporary or permanent construction or erection or installation either on the exterior of the said Building as the case may be and the Purchaser agrees not to object or dispute the same. The Owner/Developer/Confirming Party shall be entitled to install its logo in one or more places in or upon the said Building and the Owner/Developer/Confirming Party reserves 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.

9.5. **NO INTERFERENCE:**

Till the entire development of the said Property is completed, the Purchaser shall not interfere in any manner in any work of development or construction and the Owner/Developer/Confirming Party 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 shall have no right or interest in the enjoyment and control of the Owner/Developer/Confirming Party in this regard.

9.6. **THIRD PARTY RIGHTS:**

9.6.1. The Purchaser is aware that the Owner/Developer/Confirming Party 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 Owner/Developer/Confirming Party and the Purchaser expressly and irrevocably consents to the same.

9.6.2. The Owner/Developer/Confirming Party shall have the right to designate any space on 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, free or on payment of charges to such utility providers. The Owner/Developer/Confirming Party shall also be entitled to designate any space in the said Property to such utility provider either on leave and license or sub-lease or leasehold basis for the purpose of installing power sub-stations / equipments with a view to service the requirement in the said Property and the said building constructed thereon.

9.6.3. The Owner/Developer/Confirming Party shall have the exclusive right to control advertising and signage, hoarding, and all other forms of signage whatsoever within the said Property.

9.6.4. The Owner/Developer/Confirming Party is at liberty and is entitled to enter into any Agreement for any other area / flats in the said Building or any other building to be constructed on the said Property in accordance with the terms and condition of Development Agreement.

9.6.5. It is hereby expressly agreed and provided that so long as it does not in any way effect or prejudice the rights hereunder granted in favour of the Purchaser in respect of the said Flat, the Owner/Developer/Confirming Party shall be at liberty to transfer, sub-lease, assign, mortgage or otherwise deal with or dispose of its right, title or interest in respect of the said Property or any part thereof. The Owner/Developer/Confirming Party shall also be free to construct sub-station for electricity supply, office for the Organisation, covered and enclosed garage in the open compound, underground and overhead tanks, structures, watchman's cabin, toilet for servants, STP, septic tanks and soak pits for location of which are not particularly marked on the approved plans. The Purchaser shall not interfere with the rights of the Owner/Developer/Confirming Party by raising any disputes in the Court of Law under Section 7 of Maharashtra Ownership Flats Act, 1963 and/or any other provisions therein or of any other applicable law. The Owner/Developer/Confirming Party shall always be entitled to sign undertakings and indemnities on behalf of the Purchaser as required by any authority of the State or Central Government or competent authorities under any law concerning authorities of buildings or implementation of the scheme for the development of the said Property.

9.7. **Mortgage or Transfer:**

- 9.7.1. The Owner/Developer/Confirming Party shall be at liberty to raise funds and avail loans and finance for developing the said Property and for the said purpose shall be at liberty to create mortgage, charge, encumbrance in respect of its right, title and interest in the said Property or any part thereof and its development potential therein and the Purchaser shall not raise any objection(s) whatsoever in this regard.
- 9.7.2. The Owner/Developer/Confirming Party shall be at liberty to assign, transfer, lease, 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 in respect of the said Flat.

9.8. **Till Sale of all flats:**

In the event of the Organization being formed and registered before the sale and disposal by the Owner/Developer/Confirming Party of all the flats in the said building constructed on the said Property, the power and authority of the Organization so formed or of the Purchaser and the purchasers of the other flats in the said building constructed on the said Property shall be subject to the overall authority and control of the Owner/Developer/Confirming Party in respect of any of the matters concerning the said building, construction and completion thereof and all amenities pertaining to the same and in particular the Owner/Developer/Confirming Party shall have full and absolute authority and control as regards the unsold and vacant flats in the said building constructed on the said Property and the disposal thereof. The Owner / Developer/ Confirming Party shall be liable to pay the maintenance charges/ other outgoings that are due and payable in respect of the unsold and vacant flats after the expiry of 3 years from the date of formation of the Organization. In case the said Property vests in the Organization before the disposal by the Owner/ Developer/ Confirming Party of all the flats then and in such case the Owner/ Developer/ Confirming Party shall join in as the Owner/Developer/Confirming Party /member in respect of such unsold flats and as and when such flats are sold to the persons of the choice and at the discretion of the Owner/Developer/Confirming Party, the Organization formed inter alia in respect of the said unsold flats shall admit the purchasers of such flats as its members on payment of entrance fee of Rs. 250/- only without charging any premium or other extra amount whether in the name of transfer fees or otherwise.

10. **Maintenance / Management Agency:**

10.1. Notwithstanding the other provisions of this Agreement, the Owner/Developer/ Confirming Party 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 till the formation of the Organization (as determined by the Owner/ Developer/ Confirming Party). The Owner/Developer/Confirming Party 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 said building that may be developed on the said Property as the case may be including the Purchaser on a pro rata basis as part of the development and common infrastructure charges referred to herein.

- 10.2. The Purchaser agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Owner/Developer/Confirming Party 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 building/s constructed thereon.
- 10.3. The Owner/Developer shall be entitled to charge and recover from the Purchaser and the Purchaser shall be liable to pay proportionately towards outgoings and other charges being inclusive of but not limited to the following:
- 10.3.1. Maintenance, repairs to the said building, the compound, the compound walls, water pumps and electrical fittings, drainage and plumbing installations and fittings, etc.
 - 10.3.2. Cost of keeping the property clean and lighted;
 - 10.3.3. Decorating and/or painting the exterior of the said building, passages and staircases after date of possession.
 - 10.3.4. Property taxes, cesses, levies and premium in respect of the insurance of the said building, land revenue, assessments, etc.;
 - 10.3.5. Salaries and wages of persons employed for watching and/or cleaning the said property, operating water- pumps, maintaining records, etc.,.
 - 10.3.6. Water & Sewerage charges and taxes etc.
 - 10.3.7. Sinking & Other funds as may be determined by the Owner/Developer/Confirming Party.
 - 10.3.8. Rent & cost of water meter or electric meters.
 - 10.3.9. Betterment Charges
 - 10.3.10. Cost of water supplied by water tankers.
 - 10.3.11. Maintenance of common garden and Gymnastics. if provided.
 - 10.3.12. All other proportionate outgoings due in respect of the property including those incurred for the exclusive benefit of purchaser of his Flat.
 - 10.3.13. Maintenance of the Sewerage treatment plant.
 - 10.3.14. Maintenance of the electric substation.
 - 10.3.15. Maintenance of Mechanical Car Parking.
- 10.4. The Purchaser hereby agrees to pay proportionate share of maintenance regularly on a quarterly basis or before the 5th day of every quarter after the Owner/Developer offers to give possession of the said Flat to the Purchaser.

The Purchaser need to pay maintenance to the Owner/Developer until the complete administrative control of the said Property or any part thereof with the said Building given to the Organization by Owner/Developer/Confirming Party or as the case may be, such proportionate share as may be determined by the Owner/Developer/Confirming Party. of all other outgoings and expenses, provisions for depreciation and sinking fund and all outgoings and expenses of management, upkeep, maintenance and repairs of the said Building and common lights, common sanitary and other utility services, garden and other services and amenities on the said Property or any part thereof and in the said Building thereon including remuneration, salaries and wages to watchmen, supervisors, sweepers, gardeners and other persons employed for the aforesaid purposes or any of them and the maintenance charges in respect thereof, the same being presently estimated at Rs._____/ - (Rupees _____ Only) per month and Rs._____/ - (Rupees _____ only) towards provisional quarterly contribution towards Maintenances AND the Purchaser shall not withhold payment of the aforesaid outgoings and expenses demanded by the Owner/Developer/Confirming Party under this clause on any ground whatsoever.

11. **The Owner/Developer/Confirming Party hereby covenants as follows:**

11.1. The Owner/Developer/Confirming Party shall hand over the quiet, vacant and peaceful possession of the said Flat to the Purchaser in the year **December 2017; PROVIDED THAT** the Purchaser is not in breach of the terms and conditions of this Agreement and all amounts due and payable by the flat purchaser to the Owner/Developer hereinabove including the amounts payable as provided herein are first duly paid to the Owner/Developer. If the Owner/Developer for the reasons beyond the control of the Owner/Developer/Confirming Party are unable to give possession of the said Flat by the date stipulated hereinabove i.e. **31st December 2017** or within the further extended date **30th June 2018** then the Flat Purchaser shall be entitled to terminate this Agreement by giving 15 days notice to the Developer/Owner/Confirming Party and the Owner/Developer/Confirming Party agree that after the termination, they shall be liable on demand by the Purchaser to refund to the Purchaser the amounts already received by them in respect of the said Flat with simple interest at the rate of 9% per annum from the date the Owner/Developer received the sum till the dates the amounts and interest thereon is re-paid by the Owner/Developer to the Purchasers.

11.2. **PROVIDED HOWEVER** that the Owner/Developer shall be entitled to reasonable extension of time, being a period of 6 months over and above the said Due Date **30th June 2018**.

11.3. **PROVIDED HOWEVER** that the Owner/Developer shall also be entitled to further reasonable extension of time for giving delivery of the said Flat, if the completion of the said Building in which the said Flat are situated, is delayed on account of: -

11.3.1. Non availability of steel, sand, cement, other building material, water or electric supply; and/or

11.3.2. War, civil commotion or any terrorist attack/ threat; and/or

11.3.3. Any notice, order, rule, notification of the Government and/or other public or local or competent authority and/or any other change in law which prevents Owner/Developer/Confirming Party to fulfil its obligations under this Agreement; and/or

11.3.4. Any strike, lock-out, bandh or other like cause.

11.3.5. Due to delay in approvals from government authorities or from MCGM or Slum Rehabilitation Authority or any event beyond the reasonable control of the Owner/Developer.

11.3.6. Act of god, which includes earthquake, cyclone, tsunami, flooding and any other natural disaster or unforeseen naturally accruing event.

11.3.7. Any event beyond the reasonable control of the Owner/Developer/Confirming Party.

11.3.8. Any restrain and/or injunction and/or prohibition order of Court and/or any other judicial or quasi-judicial authority and/or any statutory authority.

11.3.9. Any delay in getting the occupation certificate from the concerned authorities.

11.3.10. Due to change of policy whereby construction is affected in any manner. then the date for handing over possession of the said Flat as stated aforesaid shall be extended to the extent of the loss of time;

- 11.4. The maintenance charges for the flat are payable on taking possession of the flat for furniture making or occupation of the flat. The Purchaser shall take possession of the said Flat, if not already taken prior thereto, within 10 days of the Owner/Developer giving written notice to the Purchaser that the said Flat is ready for occupation.
- 11.5. The Owner/Developer/Confirming Party and the Purchaser acknowledges that said Building to be constructed on the said Property shall be used only for the purpose shown in approved plan whether residential, commercial or car parking.
- 11.6. The said Building shall be constructed and completed in accordance with the Sanctioned Plan, and Commencement Certificate as approved with such modifications thereto as may be made by the Owner/Developer as set out hereinabove. Save and except as provided herein, the Owner/Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the sanctioning authorities at the time of sanctioning the plans.
- 11.7. The Owner/Developer shall bear and pay all outgoings and statutory dues including municipal taxes, work contract tax, taxes for land under construction and all the taxes relating to the said Property, non-agricultural assessment and other assessments and/or dues and/or charges of any sort or in respect of and/or concerning the said Property and the said Building and the development of the said Property and the said Building. It is clarified that all taxes, dues, cess, outgoings with respect to the said Flat for a period prior to possession shall be borne and paid by the Owner/Developer and on and after the date shall be borne and payable by the Purchaser.
- 11.8. The Owner/Developer shall provide common infrastructural facilities for the said Building on the said Property more particularly set out in **Third Schedule** hereto. These common infrastructural facilities such as, water pipe, drainage, electrical sub-station, electrical connection, compound walls, etc. will be jointly used by the Purchaser of the said Flat along with the others as the case may be.
- 11.9. The Owner/Developer/Confirming Party have informed the purchaser/s and the purchaser/s is/are aware that the Owner/Developer/Confirming Party will convey or cause to be conveyed the said building known as **Shree Samarth Veronica Joint owner with New Navneet Sadan Co-operative Housing Society (Proposed)** to a Society/Condominium/ Company/ Apex Body on or before **30th June 2018**.

12. Save and except as disclosed herein and in the disclosures made to the Purchaser, the Owner/Developer/Confirming Party hereby represents that:

- 12.1. The Owner/Developer/Confirming Party is absolutely entitled to develop the said Property and construct the said Building and subject to the provisions of the Development Agreement, the Owner/Developer/Confirming Party is at liberty to transfer and/or allot, dispose, flats and/or right in the said building to be constructed on the said Property and/or enter into any package deal arrangement and agreement for the transfer or allotment of flats to be constructed on the said Property and on such terms and conditions as the Owner/Developer/Confirming Party may think fit;
- 12.2. Upon possession of the said Flat being delivered to the Purchaser, the Purchaser shall be entitled to use and occupy the said Flat. Upon the Purchaser taking possession of the said Flat, the Purchaser shall have no claim against the Owner/Developer/Confirming Party in respect of any item of work in the said Flat or in the said Building or on the said Property which may be alleged to be defective or incomplete or undone;
- 12.3. The Owner/Developer/Confirming Party has not created any mortgage, charge, encumbrances, lease, lien or otherwise on the said Property, but shall be fully entitled to do so without any reference to any flat purchaser and no flat purchaser including the Purchaser herein shall raise any objection(s) whatsoever in this regard;
- 12.4. The said Property including the said Building and the said Flat are not subject to any litigation or proceedings in any Court or Tribunal, nor is there any attachment on the said Property and/or the Larger Land either before or after judgment;
- 12.5. There is no prohibitory order under any statute or otherwise, restraining and/or restricting rights of the Owner/Developer/Confirming Party to enter into this Agreement;
- 12.6. The Owner/Developer/Confirming Party has all the right and title to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;

- 12.7. The Owner/ Developer/ Confirming Party confirms that, the Owner/Developer/ Confirming Party is not restricted in any manner whatsoever from transferring the said Flat to the Purchaser in the manner contemplated in this Agreement;
- 12.8. No notice from the Government or any other local body or authority or any legislative enactment, Government Ordinance, Order, Notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Owner/Developer/Confirming Party in respect of the said Property.
13. The Purchaser itself with the intention to bind all persons into whomsoever hands the said Flat may come, hereby covenant/s with the Owner/Developer/Confirming Party as follows:-
- 13.1. To maintain the said Flat at the Purchasers' own cost in good and tenable state of repairs and conditions from the date of possession of the said Flat is taken by the Purchaser and the Purchaser shall not do or suffer to be done anything in or to the said Building in which the said Flat are situate or staircase or any passages therein which may be against any Rules, Regulations or Bye-laws of concerned Government or local or other authority and the Purchaser shall not change or alter or make additions in or to the said Building in which the said Flat are situate or any part thereof without the prior written permission of the Owner/Developer/Confirming Party or the proposed Organisation which consent shall not be unreasonably withheld;
- 13.2. Not to store or permit to be stored in the said Flat any goods or articles which are of hazardous, combustible or dangerous nature (save and except the goods or articles which are used for the commercial purpose) or are so heavy as to damage the construction or structure of the said Building in which the said Flat are situate or storing of such goods or articles is objected to by the concerned Government, local or other authority and the Purchaser shall not keep any article in the common passages, lifts, staircases, landings, entrance lobbies, terraces or any other common areas on the said Property and the said Building thereon and the Purchaser shall not display or permit to display of any sign boards, hoardings or advertisements on the exterior of the said Flat or in the common areas on the said Property and the said Building thereon and the Purchaser shall not carry or cause to be carried to upper floors any heavy packages which may damage or are likely to damage the lift, staircases, common passages or structure of the said Building in which the said Flat are situate, including entrance of the said Building in which the said Flat are situate;

- 13.3. To carry out at their own costs all internal repairs to the said Flat and maintain the said Flat in good condition and the Purchaser shall not do or suffer to be done anything in or to the said Building in which the said Flat are situated or in the said Flat which may be against the Rules and Regulations and Bye-laws of the concerned local authority or public authority and in the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
- 13.4. Not to demolish or cause to be demolished the said Flat or any part thereof nor at any time make or cause to be made any additions or alterations of whatever nature in or to the said Flat or any part thereof nor any alteration in the elevation, external facade and outside colour scheme of the said building in which the said Flat are situate and the Purchaser shall not fix grills or projections on the exterior of the said Flat and the Purchaser shall not decorate or alter the exterior of the said Flat;
- 13.5. To keep the sewers, drains and pipes in the said Flat and appurtenance thereto in good tenatable repairs and condition and in particular, support shelter and protect the other parts of the said Building in which the said Flat are situate and the Purchaser shall not chisel or in any other manner damage columns, beams, walls, slabs or R. C. C. Pardis or other structural members in the said Flat without the prior written permission of the Owner/Developer/Confirming Party and/or of the Organisation which consent shall not be unreasonably withheld;
- 13.6. Not to enclose the common passages, if any, forming part of the said Building without the previous written permission of the Owner/Developer/Confirming Party and/or the proposed Organisation and of the Municipal and other concerned authorities;
- 13.7. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said Property and the said Building in which the said Flat are situate;
- 13.8. To bear and pay increases in local taxes, water charges, and such other levies, if any, which are imposed by the concerned Municipal and other local authorities and/or Government and/or other public authorities on account of change of user of the said Flat;

- 13.9. All taxes, dues, cess, outgoings due and payable in proportion to the carpet area of the said Flat and in the manner as set out hereinabove shall be borne and payable by the Purchaser;
- 13.10. The Purchaser shall on demand, deposit with the Owner/Developer his proportionate share towards the installation of water meter and electric cable meter and/or any other deposit to be paid by the Owner/Developer to the local authority or body concerned and/or any other concerned authority;
- 13.11. The Purchaser shall observe and perform all the rules and regulations which the proposed Organisation may adopt at its inception and additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the said Flat therein and for observance and performance of the Building Rules, Regulations and Bye-laws for the time being in force of the concerned local authority and of Government and other public bodies and authorities. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the proposed Organisation regarding the occupation and use of the said Flat in the said Building on the said Property and the Purchaser shall pay and contribute regularly and punctually towards the taxes, expenses and outgoings in accordance with the terms of this Agreement;
- 13.12. The Purchaser shall also sign and execute such forms and applications as may be required or called upon by the Owner/Developer to form an Organisation in respect of the said Property or any part thereof and/or admit and enroll the Purchaser as the member of the Organisation as may be formed with respect to the said building constructed on the said Property or any part thereof;
- 13.13. The Purchaser shall not transfer, assign, deal with or dispose of, give on lease, license or part with possession the said Flat or any portions thereof to any one whomsoever, without the prior permission in writing of the Owner/Developer and until all the amounts payable under this Agreement are fully paid by the Purchaser to the Owner/Developer and the Purchaser is not guilty of any breach or default of any of the terms and conditions set out herein;
- 13.14. The Purchaser shall permit the Owner/Developer and their Architects, surveyors and agents with or without workmen and others upon the reasonable notice given by the Owner/Developer to the Purchaser, to enter upon the said Flat, the said Building and the said Property or any part thereof only for the purpose to view and examine the state and condition thereof and execute any works required therein;

- 13.15. The Purchaser is aware and acknowledges that the Owner/Developer/ Confirming Party is entitled to transfer, demise, sub-lease, give on leave and license basis or tenancy basis and dispose of the flats, dwellings, floor area, Flat comprised in the said Building to be constructed by the Owner/Developer/ Confirming Party on the said Property and the Purchaser undertakes that it shall not be entitled to raise any objection with respect to the same.
- 13.16. The Purchaser shall fully comply with and observe all the terms and conditions that are set out in this Agreement.
- 13.17. The Purchaser agrees and undertakes to use the said Flat for residential purposes only and the car park shall be used for car parking only and said covenant shall be binding on any future transferee of the said Flat.
14. **Conveyance to Organisation:**
- 14.1. Only upon the completion of the full development of the said Property or any part thereof after utilization of the entire floor space index as contemplated herein including obtainment of occupation certificate and all flats in the said building constructed on the said Property are disposed off and the entire dues have been received by the Owner/Developer, as provided in this Agreement, the Owner/Developer/Confirming Party shall at its sole discretion form, of all the Purchaser of the Flats in the said building constructed on the said Property, Cooperative Housing Society/ Association of Apartment Owners [Condominium], or a Company or one or more such organisation, together with an apex body/federation of the said Property as the Owner/Developer/Confirming Party may in its sole discretion deem fit and proper [**“Organisation”**]. It is agreed and understood that the nature of the Organisation to be formed in respect of the flat purchasers shall be decided solely by the Owners/Developer/ Confirming Party and any decision taken by the Developer/Confirming Party in this regard shall be final and binding upon the Purchaser and all other flat purchasers. It is also agreed and understood that if the Developer/Confirming Party decides to form a Condominium, the Developer/Confirming Party will be entitled to submit the said Property as the case may be to the provisions of the Maharashtra Apartment Ownership Act, 1970, Maharashtra Ownership Flats (Regulation of the promotion of construction, sale, Management and Transfer) Act, 1963 and execute and register such Declarations as may be required in that regard under the provisions of the Maharashtra Apartment Ownership Act, 1970, Maharashtra Ownership Flats (Regulation of the promotion of construction, sale, Management and Transfer) Act, 1963. Further the Purchaser shall also be required, obliged and liable to execute such Deed of Apartments as may be required in that regard under the provisions of the Maharashtra Apartment Ownership Act, 1970, Maharashtra Ownership Flats (Regulation of the promotion of construction, sale, Management and Transfer) Act, 1963

- 14.2. The Purchaser and the purchasers of the other Flats shall join in the formation and registration of the Organisation 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 as the case may be including bye-laws/memorandum & articles and duly fill in, sign and return to the Owner/Developer within 7 (seven) days of the same being forwarded by the Owner/Developer to the Purchaser, so as to enable the Owner/Developer to register the Organization as the case may be. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft bye-laws/memorandum & articles as may be required by the Registrar of Co-operative Societies or any other Competent Authority. The bye-laws/memorandum & articles of the Organization as the case may be shall also reserve and retain the rights of the Owner/Developer/Confirming Party as provided in this Agreement.
- 14.3. Only upon the completion of the development of the said Property thereof entitled to be developed by the Owner/Developer/Confirming Party under the Development Agreement, in the manner as contemplated herein including obtainment of occupation certificate and the exploitation of the full development potential therein by the Owner/Developer/Confirming Party in the manner as stated in this Agreement and all flats in the said building constructed on the said Property are disposed off and the entire dues have been received by the Owner/Developer/Confirming Party and on the same fact being intimated by the Owner/Developer to the Organization, the necessary document as may be deemed fit and proper by the Owner/Developer/Confirming Party and may be legally permissible to be executed by the Owner/Developer/Confirming Party in respect of the said Property. The transfer document in favour of the Organization shall identify, the FSI utilized to construct the said building and the transfer document shall be restricted only to the extent of such FSI and not to the balance and/or future FSI (which shall continue to remain vested in the Owner/Developer/Confirming Party).
- 14.4. The Organisation shall function as per the rules and regulations framed by the Owner/Developer/Confirming Party. All the development potential of the said Property including the existing and future FSI and/or TDR to arise in any manner whatsoever shall always stand vested in the Owner/ Developer/ Confirming Party and the Owner/Developer/Confirming Party shall always be entitled to utilize and exploit the same on the said Property and/or upon the said building constructed thereupon or at any other place in such manner as it deems fit before or post execution of the transfer documents.

- 14.5. The Purchaser 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 said building standing on the said Property and the Flats 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 shall also observe and perform all the terms and stipulations laid down by the Organisation regarding occupation and use of the said Flat and shall pay outgoings in accordance with the terms of this Agreement.
- 14.6. The rights of the Purchaser shall be confined only to the said Flat. The conferment of right in respect of the said Property or any part thereof and the said Building or building(s) in favour of the Organisation shall take place only on the execution of the transfer documents in its favour as aforesaid.
- 14.7. It is hereby agreed that even after the Organisation for the said Building has been formed and the transfer documents is executed in favour of the Organisation, the Owner/Developer/Confirming Party shall have full right and authority to develop the said Property and use the entire balance FSI in respect of the said Property, as also additional FSI that may be obtained as and by way of TDR and/or under the other provisions of the Development Control Regulations as aforesaid who shall be entitled to utilize the same for its benefit in the development of the said Property / Larger Land and the Purchaser and /or the Organisation / shall have no right of any nature whatsoever in respect thereof.
- 14.8. The Purchaser hereby undertakes not to raise any objection, claim right of any nature whatsoever in future whether individually or collectively or through any organisation that may be formed at a later date, with regard to the exclusive right that shall be created by the Owner/Developer/Confirming Party in favour of any purchasers to use and occupy the terraces / gardens connected to premises/flats/ apartments/duplex of the said building to be constructed on the said Property and/or any part thereof, and/or any objection with regard to the aforesaid areas forming part of restricted areas and amenities and not part of the common areas and amenities of the said building.

14.9. It is hereby agreed between the Owner/Developer/Confirming Party and the Purchaser that at the time of Conveyance in favour of the Organisation as the case may be, the Purchaser and/or the Organisation shall reimburse to the Owner/Developer/Confirming Party any refundable deposits paid by the Owner/Developer/Confirming Party in respect of the said Building and the infrastructure for the said Building and other buildings.


14.10. Even after the execution of this Agreement and formation and/or registration of the Organisation as herein mentioned, the Owner/Developer/Confirming Party shall have full right, if so permitted by the concerned authorities, to make additions to the said Building and such additions (additional construction) shall be the property of the Owner/Developer/Confirming Party. The Owner/Developer/Confirming Party shall be entitled to dispose off such additional constructed area (including additional floors) in such manner as they may deem fit. The Purchaser hereby gives his irrevocable consent to the Owner/Developer/Confirming Party for carrying out the construction of additional floors/areas on the said Building or any part thereof as aforesaid. All such additional construction shall be carried out in accordance with and in conformity with the building plans as may be approved by the concerned authorities from time to time.

14.11. As per the terms of the Development Agreement, the Owner/Developer/Confirming Party is entitled to sell the flat on ownership basis with rights in the said Property underneath. The Owner/Developer/Confirming Party has provided all the details, specifications and made all the disclosures to the Purchaser as per the provisions of the Maharashtra Apartment Ownership Act and the Rules framed therein.

14.12. Nothing contained in this Agreement is intended to be nor shall be construed or claimed by the Purchaser as a grant, demise or assignment in law of the said building or any part/s thereof and/or of the said Property or any part thereof. The Purchaser shall have no claim in respect of all open spaces, lobbies, stair-cases, terraces, recreation space etc., will remain in the possession of the Owner/Developer/Confirming Party. All development rights with respect to the same shall remain with the Owner/Developer/Confirming Party.

15. The Purchaser further agrees and undertakes to the Owner/Developer/Confirming Party as under:

15.1. The Purchaser shall on or before delivery of possession of the said Premises keep deposited with the Developers for following Expenses :

Miscellaneous Charges (payable before possession)			Amount
A	Ad-hoc Maintenance Deposit (12-months) (on Carpet)		
B1	Share of Expenses for the Formation and Registration of Apartment, Legal Charges, etc.		Rs. 1,50,000/-
B2	MSEB/ MJP (Electric Meter, Legal and Other Charges)		
B3	Land scaping, cost of window grill etc.		
GRAND TOTAL			

It is clarified that the amounts received by the Owner/Developer from the Purchaser under item (A) being Ad-hoc Maintenance Deposit (12-Months) (on Carpet area) above after adjustment of all the dues shall be transferred to the proposed Organisation simultaneously with the assignment of the said Property or any part thereof in favour of the Organisation as the case may be.

15.2. The Purchaser hereby agrees to make payment of maintenance charges and outgoings on the date of taking possession of the said Flat, for a period of one years, as payment in advance. The Purchaser do hereby further agree that maintenance charges of the said Flat shall start from the date of the possession on quarterly basis and the same will be paid by 5th day of every quarter irrespective of the deposit made by him / them stated in this Para.

15.3. The Purchaser hereby agree that he /they shall be aware and that he/they shall be bound to pay the maintenance charges of the said Flat regularly as stated above along with 15% increase or actual increase, whichever may be higher in every financial year or if it is increased for the reasons beyond the control during the same financial year.

15.4. The Purchaser hereby agree that day to day affairs of the said building shall be done by the Service Provider Company or the Service Provider of the Owner/Developer till the date of transfer of the said building.

16. **EXTRA WORK AND MODIFICATIONS:**

16.1. During the course of construction, the Purchaser may request and instruct the Owner/Developer to provide extra and/or better amenities and specification in the said Flat provided the same do not involve any structural changes and are permitted by the Municipal Corporation of Greater Mumbai and for such superior and/or extra amenities and specifications, such extra cost as may be approved by the Owner/Developer is paid by the Purchaser to the Owner/Developer in advance. However, the Owner/Developer shall be at liberty to refuse to change amenities and/or specifications and to refuse to carry out any alterations in the said Flat.

17. **LEGAL:**

17.1. This Agreement shall not be altered, modified or supplemented except with the prior written approval of the Parties, and all such alterations, modifications and supplemental writings shall be effective, valid and binding only if the same are recorded in writing and executed by the Parties herein.

17.2. All notices to be served on the Purchaser in connection with this Agreement shall be deemed to have been duly served on the Purchaser if sent to the Purchaser by Registered Post at the following address :-

In the event the Purchaser changes its aforesaid address as mentioned herein, it shall intimate the same to the other party and thereafter all the notices and communications as mentioned above shall be addressed to the changed address.

17.3. The Purchaser shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Maharashtra Ownership Flats Act, 1963 and the Registration Act and intimate to the Owner/Developer/Confirming Party the Serial Number under which this Agreement is lodged for registration and thereupon the Owner/Developer/Confirming Party shall remain present to admit execution thereof before the Sub-Registrar.

17.4. The Permanent Account No. of :

Owner / Developer: **ABIFS 7207 E**

Confirming Party: **AAACR 5066 J**

Purchaser: 1)_____ 2) _____ 3) _____.

17.5. This Agreement constitutes the whole agreement and understanding between the Parties relating to its subject matter and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.

17.6. All disputes or differences arising out of or in connection with this Agreement which cannot be amicably settled within 8(eight) days, shall be referred at the request in writing of either Party to binding arbitration by 1 (one) arbitrator to be appointed by mutual agreement between the Owner/Developer/Confirming Party, and the Purchaser. If the Owner/Developer/Confirming Party , and the Purchaser cannot mutually agree upon the same, then the d

17.7. ispute shall be decided by arbitration by a panel of 3 (three) arbitrators, one arbitrator each being appointed by the Owner/Developer/Confirming Party and the Purchaser and the third arbitrator being appointed in accordance with the Arbitration and Conciliation Act, 1996 or any amendment thereof. The language of arbitration shall be English and the venue of arbitration shall be Mumbai and the Award shall be given at Mumbai. The Owner/Developer/Confirming Party and the Purchaser shall bear and pay its own costs and expenses in connection with the arbitration proceedings unless the arbitrators direct otherwise.

18. **BANK FINANCE**

18.1. The Developer has raised finance from the ICICI Bank Ltd. for construction of this Project/Building and as security for repayment of the said Project Loan, the Promoters and Developers has created a mortgage charge in favour of the said Bank vide Deed of Mortgage Dated 30/12/2014 registered at the office of Sub-Registrar, under Serial No. **KRL-2-12775-2014** Dated 30/12/2014

18.2. All Cheques/Demand drafts/pay Orders/ RTGS (**IFSC Code – ICIC0006238**) etc. towards the consideration payable by the Purchaser/s herein shall be drawn in favour of the - **ICICI Bank Ltd.**

Shree Swami Samarth Builders and Developers

Escrow Account No. 623805029988

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

FIRST SCHEDULE ABOVE REFERRED TO-

(Description of the Said Property):

a) Description of the said First Property

All that piece and parcel of land admeasuring 943.70 Sq.mrts. or thereabouts, bearing CTS No. 26, 26/1 & 2 of Village Kanjur, Taluka Kurla, District Mumbai Sub-Urban, situated within limits of 'S' ward of the Municipal Corporation of Greater Mumbai, together with structures standing thereon.

b) Description of the said Second Property

All that piece and parcel of land admeasuring 1215.15 Sq. mtrs. or thereabouts, bearing CTS No. 21 (Pt) of Village Kanjur, Taluka Kurla, District Mumbai Sub-Urban, situated within limits of 'S' ward of the Municipal Corporation of Greater Mumbai, together with structures standing thereon.

c) Description of the said Third Property

Part A

All that piece and parcel of land admeasuring 627 Sq. mtrs., bearing CTS No. 27 (Pt) of Village Kanjur, Taluka Kurla, District Mumbai Sub-Urban, together with 14 rooms structures standing thereon namely 'Navneet Sadan' situated within limits of 'S' ward of the Municipal Corporation of Greater Mumbai.

Part B

All that piece and parcel of land admeasuring 627 Sq. mtrs. or thereabouts, bearing CTS No. 27 (Pt) of Village Kanjur, Taluka Kurla, District Mumbai Sub-Urban, together with 21 rooms and 2 shops structures standing thereon namely 'Vijaya Niwas' situated within limits of 'S' ward of the Municipal Corporation of Greater Mumbai.

Part C

All that piece and parcel of land admeasuring 418.00 Sq. mtrs., bearing CTS No. 27 (Pt) of Village Kanjur, Taluka Kurla, District Mumbai Sub-Urban, together with 14 rooms structures standing thereon namely 'Ganesh Niwas' situated within limits of 'S' ward of the Municipal Corporation of Greater Mumbai.

d) Description of the said Forth Property

All that piece and parcel of land admeasuring 560 Sq. mtrs. or thereabouts, bearing CTS No. 22 (Pt) of Village Kanjur, Taluka Kurla, District Mumbai Sub-Urban, situated within limits of 'S' ward of the Municipal Corporation of Greater Mumbai, together with structures standing thereon Rajaram Yadav, Patiram Yadav Chawls, Sai Hill, Tembepada Road, Bhandup (W).

e) Description of the said Fifth Property

All that piece and parcel of land admeasuring 464.04 Sq. mtrs. or thereabouts, bearing CTS No. 22 (Pt) of Village Kanjur, Taluka Kurla, District Mumbai Sub-Urban, situated within limits of 'S' ward of the Municipal Corporation of Greater Mumbai, together with structures on Ganesh CHS (Proposed) standing thereon.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description Of The Said Flat):

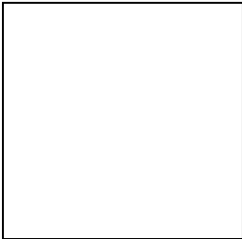
THE FLAT No. _____, admeasuring _____ Sq. Ft. carpet/Built-up area on _____ floor in the Building known as "Shree Samarth Veronica" to be constructed on the part of the said Property, situated at Sai Vihar, Opp. Shramik Society, Tembepada Road, Bhandup-west, Mumbai 400 078., more particularly described in the First Schedule.

List of Annexure:

- ANNEXTURE- A/1** :- L.O.I
- ANNEXTURE- A/2** :- Amended L.O.I
- ANNEXTURE- B** :- I.O.A
- ANNEXTURE- C** :- Copy of Commencement Certificate
- ANNEXTURE- D** :- Copy of specific flat agreed to be purchaser by the Purchaser
- ANNEXTURE- E** :- Copies of plans approved by the Concerned S.R.A
- ANNEXTURE- F** :- Title Certificate F/1, F/2, F/3.
- ANNEXTURE-G** :- Copies of Revenue Records (P.R. Card)/ 7X12 extract
- ANNEXTURE- H** :- Amenities
- ANNEXTURE- I** :- Copy of Resolution passed at the board meeting of Citadel Realty & Developers Ltd.

SIGNED SEALED AND DELIVERED)
by the within named **DEVELOPER**)

M/S SHREE SWAMI SAMARTH
BUILDERS & DEVELOPERS



)

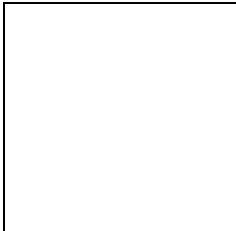
authorized signatory)

_____)

in the presence of ...

- 1.
- 2.

SIGNED SEALED AND DELIVERED)
by the within named **CONFIRMING PARTY**
CITADEL REALTY & DEVELOPERS LIMITED



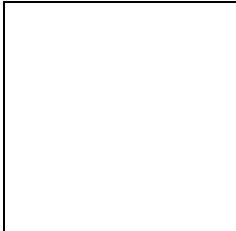
_____)

in the presence of ...

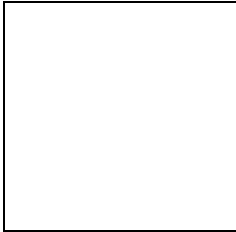
- 1.
- 2.

SIGNED AND DELIVERED)
by the within named **PURCHASER/S**)

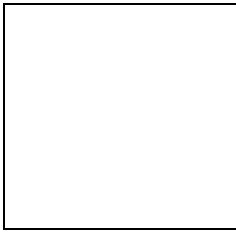
1) Mr./Mrs _____)
 _____)
 _____)



2) Mr./Mrs. _____)
 _____)
 _____)



3) Mr./Mrs. _____)
 _____)
 _____)



in the presence of ...

- 1.
- 2.

RECEIPT

Rs. _____/- (Rupees _____
_____ Only) being the part price / consideration
in respect of sale of the Flat hereinabove mentioned as follows :

Received towards Consideration of Said flat	
Total	

We say received

FOR M/S SHREE SWAMI SAMARTH

BUILDERS & DEVELOPERS

Partner/Authorised Signatory

Witness:-

1.

2