

Draft Without prejudice and subject to the approval by the clients

AGREEMENT FOR SALE

This ARTICLES OF AGREEMENT made at Mumbai on this _____ day of _____, 2012

BETWEEN

M/S. S.A. KORADIA carrying on business at Lathiwala Apartment, 1st Floor, Shivdas Chapsi Road, Mazagaon, Mumbai 400 010 hereinafter referred to as “the Promoter ” (which expression shall unless the same be repugnant to the context or meaning thereof mean and include the partners for the time being and from time to time of the said firm, the survivor/s of them and the heirs, executors administrators and assigns of the last survivor of them) of the ONE PART;

AND

MR./MRS./MS. _____, of _____, Indian Inhabitant/s residing at/having office at _____, hereinafter called “the Purchaser/s” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors and, administrators);

W H E R E A S:

(a) one Jeram Bhana Visavadia during his life time was seized and possessed or otherwise well and sufficiently entitled to all those pieces and parcels of land with the messuage, tenements standing thereon situate, lying and being at 1st Pathan Street bearing Cadastral Survey No. 3942 and 1/3942 of Bhuleshwar Division in the Registration District and Sub-District of Mumbai admeasuring 181.43 mtrs and 117.05 sq.mtrs or thereabouts, respectively and more particularly described as Firstly and Secondly in the First Schedule hereunder written (hereinafter collectively referred to as the “said Property).

(b) the said Jeram Bhana Visavadia died on 20h February, 1932 leaving his wife Mrs. Jethiben Jeram Visavadia and three sons Mr. Hirji Jeram Visavadia, Mr. Velji Jeram Visavadia and Mr. Gopal Jeram Visavadia;

(c) Mrs. Jethiben Jeram Visavadia the widow of said Jeram Bhana Visavadia died on 8th December, 1939;

(d) prior to 1978 the said three sons, the said Hirji Jeram Visavadia, the said Velji Jeram Visavadia and the said Mr. Gopal Jeram Visavadia agreed to a Family settlement in which the said properties more particularly described as Firstly and Secondly in the First Schedule hereunder written came to be allotted to the said Hirji Jeram Visavadia and his branch who during his lifetime managed and looked after thereafter the said property collected the rents from the tenants of the said properties and paid outgoings in respect thereof;

(e) One Mr. Hasmukh Velji Visavadia, Mrs. Kannchan Hasmukh Visavadia, Mr. Darpan Hasmukh Visavadia, Mrs. Tina Darpan Visavadia, Mrs. Dipali Jayesh Chavda, Mr. Pravin Velji Visavadia, Mrs Anjana Pravin Visavadia, Mr. Bhavesh Pravin Visavadia, Mrs. Reshma Amit Chitroda, Mrs. Kusumben Ramji Ghedia, Mrs. Nirmala Jivraj Devalia and Mrs. Ramaben Madhusudan Davalia were the only heirs and legal representative of the said Velji Jeram Visavadia who died on 16th May, 1978 and his widow Mrs. Mujibai Velji Visavadia who died on 16th May, 1986;

(f) The said Mrs. Laxmiben Gopal Visavadia, Mr. Harsihbhai Gopal Visavadia, Mrs. Tara Harish Visavadia, Mr. Dipesh Harish Visavadia, Miss Bhavana Harish Visavadia, Mr. Devenda Gopal Visavadia, Mrs Mita Devendra Visavadia, Miss. Sejal Devendra Visavadia Miss Bijal Devendra Visavadia, Mr. Yogesh Gopal Visavadia, Mrs Harsha Yogesh Visavadia, Mast. Hardik Yogesh Visavadia, Mrs. Lataben Harishbhai Jadhav and Mrs. Jayshriben Jayantilal Parjapati were the only heirs and legal representatives of the said Gopal Jeram

Visavadia who died on 8th April, 1971. The said Laxmiben Gopal Visavadia being the widow of the said Gopal Jeram Visavadia.

(g) The said Hirji Jeram Visavadia died at Mumbai on 13th November, 1993 and his widow Gangaben Hirji Visavadia died on 30th September, 1997 leaving one Govindji Hirji Visavadia and one Anand Hirji Visavadia as their only heirs and legal representatives according to the Hindu Succession Act, 1956 by which she was governed at the time of her death.

(h) By a Deed of Release dated 24th May, 2004 (registered with the Sub-Registrar of Assurances at Mumbai under serial No. BBE-1-7069/4 on 3/9/2004) the aforesaid Mr. Hasmukh Velji Visavadia and 10 others as the heirs of the said late Velji Jeram Visavadia and Mrs. Laxmiben Gopal Visavadia and 13 Others as the heirs of the said late Gopal Jeram Visavadia as the Releasors therein did release unto the said Govindji Hirji Visavadia and the said Anand Hirji Visavadia as the Releasees therein their undivided share, right, title and interest in the said properties without consideration in favour of the said Govindji Hirji Visavadia and the said Anand Hirji Visavadia .

(i) The said Govindji Hirji Visavadia and the said Anand Hirji Visavadia became absolutely seized and possessed of or otherwise well sufficiently entitled to those plots of land bearing Cadastral Survey Nos. 3942 and 1/3942 of Bhuleshwar Division admeasuring 181.43 sq.mtrs and 117.05 sq.mtrs or thereabouts, respectively situate at the Eastern side of First Pathan Street together with structures standing thereon and more particularly described as Firstly and Secondly in the First Schedule hereunder written.

(j) By the Deed of Conveyance dated 26th October 2004, duly registered with the Sub-Registrar of Assurances Mumbai under the serial No.BBE-1-10155 of 2004 the said Govindji Hirji Visavadia and the said Anand Hirji Visavadia sold and conveyed in favour of the Promoter herein the said property more particularly described in the Firstly and Secondly in the First Schedule hereunder written and the Promoters were put in possession of the

said property by the said the said Govindji Hirji Visavadia and the said Anand Hirji Visavadia;

(k) The Promoter thus became entitled to the said property.

(l) The Promoter proposes to redevelop the said property and the adjoining property being C.S. No. 3942 & 1/3942 both are Bhuleshwar Division by amalgamating the same

(m) The Promoter shall be entitled to prepare and submit a composite Layout Plan of the said Entire Property and reallocate or realign the internal reservations as they may deem fit and proper.

(n) The Promoter intends to amalgamate the adjacent property with the said property and utilize/materialize the FSI arising therefrom and the said Entire Property by constructing one or more building/s /wings or raise the additional floors in the buildings under construction or proposed to be constructed in the said Property and/or Entire Property. The Promoter have proposed to develop the said Property under the D. C. Rules, Regulations 33(7) there under and/ or building bye-laws or the scheme as may be sanctioned from time to time by the Planning Authority, M. C. G. M., and/or the Government and/or the Authorities Concerned, etc. [hereinafter referred to as the “said Authorities”] by getting the Layout Plan/Building Plan sanctioned and amended from time to time.

(o) The Promoter applied to the Mumbai Building Repairs and Construction Board (a MHADA unit, (hereinafter referred to as “**MBRRB**”) for its No Objection for redevelopment of the property under Development Control Regulation 33 (7) after obtaining the requisite 70% irrevocable consent of the tenant and occupants of the property.

(p) By a letter dated 22nd May, 2008 bearing Ref. No.R/NOC/F-1554/2056/MBRRD - 08, the Chief Officer MBRRB, Mumbai did convey the Board's No Objection to the Promoter for redevelopment of the said property under D. C.R. 33(7) read with Appendix – III to the Development Control Rules as sanctioned by the Government of Maharashtra in Urban Development Department Notification dated 25th January, 1999 for the terms and conditions set out therein. Hereto annexed and marked Annexure “A” is the copy of the said letter dated

(q) By a letter dated 5th October, 2009 bearing Ref. No.R/NOC/F-1554/4142/MBRRB-09, the Chief Officer MBRRB, Mumbai intimated to the Promoter modification to No Objection Certificate issued by the Board on 22nd May, 2008, thereby modifying certain terms and conditions of the No Objection Certificate earlier granted. Hereto annexed and marked Annexure “B” is the copy of the said letter dated 5th October, 2009.

(r) The Promoter proposes to carry out the development of the said property by demolishing the structures standing thereon, as may be permitted in accordance with the regulations pertaining to development and as per the approval procured and/or to be procured from or modified by the said Authorities.

(s) To consume the Floor Space Index [FSI] of the said property, it is now presently contemplated that tentatively the development of the said property shall inter-alia comprise of One multi storied building comprising of 22 storeys each (comprising of ground plus 3 floor podium plus 19 upper floors). (hereinafter referred to as “Residential/Commercial Building”).

A plan showing the proposed layout is annexed hereto as Annexure “B”.

(t) The said building to be constructed on the said property shall be called as “LAKADAWALA'S SAPPHIRE”. The said Residential/ Commercial and building/s to be constructed pursuant to the further adjoining property that

may be so acquired, amalgamated and proposed to be developed by the Promoter on the said Entire Property shall be named by the Promoter at their discretion;

(u) The Promoter on the basis of the provisionally presently available FSI prepared and submitted plans to the said Authorities the Promoter has keeping in view of further utilizing the further F.S.I., prepared the structural design in manner that if in future further F.S.I. is available, the same can be consumed on the buildings to be constructed on the said entire property.

(v) The Promoters in accordance with the NOC dated 22nd May, 2008 as modified by the letter dated 5th October, 2009, issued by the said MBRRB, Mumbai submitted the building plans to the Executive Engineer, Building Proposals (City) - III. 'E' Ward Municipal Corporation, 3rd Floor, Mumbai (M.C.G.M.) for sanction of the building plans. The Chief Engineer, Building Proposals (City)-III, M. C. G. M., issued IOD dated 11th May, 2009 under Section 346 of the Mumbai Municipal Corporation Act, bearing Ref. No.E.B./CE/EB/3966/A OF 11/5/2009 thereby sanctioning the building plans in respect of the new building to be constructed by the Promoters on the said property after demolition of the old building. Hereto annexed and marked Annexure ____ is the copy of the IOD dated 11th May, 2009.

(w) The Asstt. Engineer Building Proposals (City)/(R&R) issued Commencement Certificate dated 25th February, 2010 bearing Ref.No.EEBPC/3966/C/A of 25/2/2010 thereby granting permission to the Promoters to commence construction of new building as per the approved plans and specifications dated 11th May, 2009, which was upto the plinth level and later on extended up to the 22nd floor slab top level. Hereto annexed and marked Annexure "C" is a copy of the Commencement Certificate dated 25th February, 2010.

(x) While sanctioning the present plans for the development of the said property, the said Authorities have laid down certain terms and conditions to

be observed and performed by the Promoter and which the Promoter shall observe and perform from time to time.

(y) To materialize the potentiality of the said adjacent properties as may be acquired and amalgamated with the said Property Layout with the fullest extent in phase wise manner the Promoter shall be entitled to by amending the layout Plan from time to time, by amending the building Plans by proposing to construct Buildings /adjoining Wings and/or additional floors in the buildings being constructed or to be constructed and also obtain the sanction/approval for amendment in the sanctioned plans for the proposed buildings to be constructed as shall be permitted by the said Authorities from time to time.

(z) In the circumstances aforesaid, the Promoter is entitled to develop the said portion of the said property by constructing thereon interalia the said commercial/Residential Building in accordance with the plans and specifications sanctioned and/or which may hereafter be sanctioned /amended by the said Authorities and to sell the said flat/units and allocate the appurtenant area and car parkings on podium in terms hereof;

(aa) For the purpose of preparation of the structural design and drawings of the said project “LAKADAWALA’S Sapphire”, the Promoter has appointed M/s. Ismail Ansari & Associates as Design Architects and M/s V.J. Joshi & Associates as Structural Designers and Engineers and the Promoter has entered into standard agreement prescribed by the Council of Architects with Gajjar & Associates Architects & Consultants registered with the Council of Architects and shall accept the professional services/supervision of the said Structural Engineer and the said Architects till the completion of the project and the said construction work is being carried out on the said property under their supervision. The Promoter shall be at liberty to replace or change the said Architects or the said Structural Designers and Engineers during the course of construction.

(bb) The Purchaser/s has/have physically inspected the site and the said Building “LAKADAWALA’S Sapphire” under construction and has/have taken

inspection of all the said documents in respect of the said Property including interalia of all documents of title relating to the said Property, the documents mentioned in the Title Certificate herein and also plans, designs and specifications prepared by the Promoter's Architects, the Title Certificate, revenue records as also of all other documents specified under the Maharashtra Ownership Flats (Regulation of The Promotion of Construction, Sale, Management And Transfer) Act, 1963 (herein referred to "MOFA") and also the Rules framed thereunder and has/have acquainted itself/themselves therewith and is/are fully aware of the terms and conditions thereof and is/are fully satisfied with the same;

(cc) The Purchaser/s has/have after verification, accepted the title of the Promoter to the said property as marketable and fully satisfied himself/herself/ themselves/itself about the title of the Promoter to the said Property as aforesaid and as such, the Purchasers shall not be entitled to raise any requisition of title as also the rights of the Promoter to redevelop the said Property and to allocate and/or sell the premises in the Saleable area in the Building i.e. "_____" being constructed thereon in terms hereof. A copy of the Certificate of Title dated _____, issued by _____Advocates, Solicitors and Notary is hereto annexed and marked as Annexure "_____".

(dd) The Copies of the 7/12 extracts & Property Registration Cards in respect of the said property are hereto annexed and marked as Annexure "_____" colly.

(ee) The Purchaser/s being desirous of acquiring a flat/unit / said premises in the Saleable area forming a part of "LAKADAWALA's Sapphire" has/have approached the Promoter and has/have requested the Promoter to sell to him/her/them/it the Flat/ Unit (flat/unit with amenities as more particularly described in Fifth Schedule hereunder) bearing No.____ admeasuring _____ sq. feet (equivalent to _____ sq. mtrs.) (carpet area) ("said flat/unit") shown in Red colour boundary lines on the Floor Plan annexed hereto as Annexure "_____", on the _____ floor, hereinafter collectively referred to as "the said Premises").

(ff) Accordingly, at the request of the Purchaser/s the Promoter has / have agreed to sell/allocate and the Purchaser/s has /have agreed to purchase and accept the allocation and acquire/enjoy the use of the said premises at or for the total consideration of Rs._____/ - (Rupees_____ only) and on the other terms and conditions as appearing hereinafter.

(gg) Under Section 4 of the said Maharashtra Ownership Flats Act, 1963 (MOFA) the Promoter is required to execute a written Agreement For Sale in respect of the said premises agreed to be sold to the Purchaser/s and the parties are therefore, executing these presents which shall be registered under the provisions of the Registration Act, 1908.

(hh) The terms and conditions agreed upon between the parties are recorded herein.

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

1. The parties hereby declare agree and confirm that all the representations and assurances made in the recitals of this Agreement and in the documents referred to therein are and shall form and be deemed to be an integral and operative part of this Agreement as if the same are inclusive of terms /conditions thereof incorporated in the main body of this Agreement and the Purchasers hereby reiterate and confirm the irrevocable and/or specific consent hereby given by them to the Promoter in respect of the rights reserved by the Promoter under this Agreement.

2. The Purchaser hereby declares, confirms and assures that prior to the execution of this Agreement, the Purchaser has perused and understood the terms and conditions of this Agreement vis-a-vis the provisions of MOFA. The Purchaser is fully aware of the disclosures and fact as set out and the rights reserved by the Promoter and thereafter the Purchaser has accorded his/her irrevocable consent, where the specific consent for amendment of the layout by adding the adjacent/adjoining properties for the amendment of the sanctioned

Building Plans from time to time for raising additional floors and/or for constructing the buildings/adjacent wings/s.

3. If the Purchaser raises any objections or create any hindrances in the development of the said property and/or the Entire Property by the Promoter, as contemplated in this Agreement, in that case the Purchaser hereby authorized the Promoter to cancel this Agreement and independent of the same the Promoter shall have right to terminate this Agreement and the Promoter shall return all the amounts paid by the Purchaser without any interest, costs, changes, expenses or damages. Upon the termination of the Agreement by the Promoter, the Purchaser shall not have claim, right, title or interest of any nature in this Agreement and/or in respect of the Premises agreed to be purchased by the Purchaser or against the Promoter and shall not have any charge on the premises after refund of the amount paid by the Purchaser to the Promoter. The authority set out in this clause is irrevocable and binding upon the Purchaser.

4. The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser/s the Flat/Unit bearing No.____ admeasuring ____ sq. feet (equivalent to ____ sq. mtrs.) (carpet area) ("said flat/unit") shown in Red colour boundary lines on the Floor Plan annexed hereto as Annexure " __ " on the _____ floor in the building known as "LAKADAWALA'S Sapphire " hereinafter referred to as "the said Premises") for an agreed lump sum price of Rs.____/- (Rupees _____ only) including the proportionate price of the common Lobby areas (excluding the restricted/limited area) and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the_____ schedule hereunder written".

5. The Purchaser/s have paid Rs._____ (Rupees _____ only) as earnest amount to the Promoter on or before execution of this Agreement. The Purchaser hereby agrees to pay to the Promoter balance amount of purchase price in the following manner:-

(i) On Completion of Plinth	i.e. Rs.____of the agreement value i.e.____%
(ii) On Casting of 1st slab	i.e. Rs.____of the agreement value i.e.____%
(iii) On Casting of 2nd slab	i.e. Rs.____of the agreement value i.e.____%
(iv) On Casting of 3rd slab	i.e. Rs.____of the agreement value i.e.____%
(v) On Casting of 4th slab	i.e. Rs.____of the agreement value i.e.____%
(vi) On Casting of 5th slab	i.e. Rs.____of the agreement value i.e.____%
(vii) On Casting of 6th slab	i.e. Rs.____of the agreement value i.e.____%
(viii) On Casting of 7th slab	i.e. Rs.____of the agreement value i.e.____%
(ix) On Casting of 8th slab	i.e. Rs.____of the agreement value i.e.____%
(x) On Casting of 9th slab	i.e. Rs.____of the agreement value i.e.____%
(xi) On Casting of 10th slab	i.e. Rs.____of the agreement value i.e.____%
(xii) On Casting of 11th slab	i.e. Rs.____of the agreement value i.e.____%
(xiii) On Casting of 12th slab	i.e. Rs.____of the agreement value i.e.____%
(xiv) On Casting of 13th slab	i.e. Rs.____of the agreement value i.e.____%
(xv) On Casting of 14th slab	i.e. Rs.____of the agreement value i.e.____%
(xvi) On Casting of 15th slab	i.e. Rs.____of the agreement value i.e.____%
(xvii) On execution of the Agreement/Issue of Allotment Letter	
	i.e. Rs.____ of the agreement value i.e.____%
(xviii) On completion of 16th Slab	i.e. Rs.____of the agreement value i.e.____%
(xix) On completion of 17th slab	i.e. Rs.____of the agreement value i.e.____%
(xx) On completion of 18th slab	i.e. Rs.____of the agreement value i.e.____%
(xxi) On completion of 19th slab	i.e. Rs.____of the agreement value i.e.____%
(xxii) On completion of Brickwork	i.e. Rs.____ of the agreement value i.e.____%

(xxiii) On completion of tiles & Plumbing Work.

i.e. Rs.____of the agreement value i.e.____%

(xxiv) Balance consideration of _____

Against delivery of possession

Time shall be essence of the contract for payment of each installments of amount payable under this agreement.

6. The Promoter have reserved their irrevocable right to amalgamate the adjacent properties with the said property and utilize/materialize the FSI arising therefrom by constructing one or more building/s /wings or raise the additional floors in the building under construction or proposed to be constructed in the said Property and or Entire Property. The Promoter have decided to develop the said property under the D. C. Rules, Regulations thereunder and/ or building bye-laws or the scheme as may be declared by the Planning Authority, M.C.G.M. and/or the Government and/or the Authorities Concerned, etc. [hereinafter referred to as the “said Authorities”] from time to time during the utilization /materialization of the said Project and Promoter declaring that the Project is completed in all respect.

7. The Promoter proposes to carry out the development of the said property in a phase wise manner, as permitted by authorities and in accordance with the regulations pertaining to development and as per the approval procured and/or to be procured from the said Authorities.

8. To consume the Floor Space Index [FSI] of the said property, it is now presently contemplated that the development of the said property shall inter-alia comprise of ground to Two Commercial floors Plus Four Podium:-

(a) One multi storied building comprising of 22 storey’s (comprising of ground floor to second comprising commercial premises plus Four floor podium plus 16 upper floors). And the area covered by staircase and lift on each of the said Floors and the said Lobby Floor are hereinafter referred to as “the Common Lobby Area”

9. It is expressly clarified, agreed and confirmed that, the location of the building/s, dimension of buildings in the proposed layout, and specifications thereof are tentative and are and shall be subject to changes from time to time, as permitted by the concerned authorities, depending inter alia upon the law and policies from time to time in force and further changes in the nature and extent of additional construction, which may be permitted.

10. The Promoter alone has and shall always have the sole exclusive absolute right to sell allocate premises/units/appurtenant area/car parking in the Building and/or other Buildings to be constructed by the Promoter and to enter into agreement/s with the respective purchaser/s for the flats/units purchased and to receive the sale price in respect thereof;

11. The Purchaser/s has/have fully satisfied himself/herself/themselves/itself that the Promoter alone has and shall always have the sole, exclusive and absolute right to allot and sell the various premises, terraces & other areas including but not limited to the premises more particularly described in the Schedule hereunder written to be constructed on the said property and for that purpose enter into separate Agreement/s with several other persons for sale and/or allotment of premises and to receive the purchase price thereof and other exclusive rights and benefits and/or otherwise of the Promoter in the property including to reserve and/or allocate open/ podium car parking, terraces appurtenant to the respective flat/unit, and other spaces within the said entire property in its sole and absolute discretion to one or more person/s of his choice even after the said property and /or the building/s constructed herein is/are assigned to the said body mentioned in this Agreement and that the Purchaser/s shall not object to the same.

12. The Promoter has informed the Purchaser/s that the Promoter for the better development of the said Property and/or the said Entire Property and so as to avail and utilize the entire available Floor Space Index [FSI] of the said Property/Entire property, the permissible FSI/ Transfer of Development Rights (TDR), including its potential as a receivable plot and /or pursuant to

necessary amendments or modification in the prevailing norms of the said Authorities may amend, make alterations, deletions and variations in the floor plan, present layout, design, elevation, or in the scheme of development of the said Property/Entire Property, and or relocate/realign the Building sites, service/s and utility connections and lines, open spaces, podium parking spaces, recreation areas, access and all other areas, amenities and facilities of the proposed layout from time to time.

13. The present layout, design, elevation, plans etc., may be required to be amended from time to time by the Promoter and the Promoter shall always be entitled to do so without any reference a recourse to the Purchaser and the Purchaser/s has/ have entered into the present Agreement knowing fully well that the scheme of development proposed to be carried out by the Promoter on the said property and/or the adjacent property may take a long time and therefore the Promoter may require to amend, from time to time, the plans, layout, design, and elevation etc., disclosed under this Agreement and as the Promoter may consider necessary or as may be required by the said Authorities and the Purchaser/s has/ have no objection to the Promoter making such amendments and consents thereto.

14. It is expressly agreed that the right of the Purchaser/s under this Agreement or otherwise is only and shall always be subject to the Purchaser/s making payment of all amounts including the purchase price to the Promoter in accordance with this Agreement and only on the Purchaser/s performing and complying with all the terms, conditions, covenants, obligations, undertakings etc. hereof and shall be restricted to the said premises and entitlement of the Purchaser/s to the use of the common areas of the said premises. The nature, extent and description of such common areas and facilities are set out in the ____ Schedule hereunder written.

15. In the event, the Purchasers commit any default in payment of any of installment or any amount payable under this Agreement, the Promoter shall be entitled to terminate this Agreement and forfeit the earnest amount and all the damages suffered by them. Provided Always that the Power of termination

herein before contained shall not be exercised by the Promoter unless and until the Promoter shall have given to Flat/Units Purchaser/s fifteen days prior notice in writing of his/her/their intention to terminate this agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement and default shall have been made by the Purchaser/s in remedying such breach or breaches within a reasonable time after the giving of such notice:

16. The Purchaser/s has/have taken inspection of the sample flat/unit in “ ” and has/ have also seen brochures, publicity materials, etc., of the project _____. However the brochures, publicity materials, and the sample unit constructed by the Promoter and all furniture, items, electronic goods, amenities, etc. provided therein are/shall be only for the purposes of showcasing the flat/unit, and the Promoter is not liable, required and/or obligated to provide the same and the same do not constitute and are not meant or intended to be any representations or assurances on the part of the Promoter and do not form and are not part of the agreement between the Promoter and the Purchaser/s. The Purchaser/s has/have also been informed and is/are aware that the amenities, specifications, finishings, fixtures, fittings, etc., provided in the sample flat/unit are different from the flat being purchased by him/her/them/it and further that the flat being purchased under this Agreement shall not have the specifications, fixtures, fittings, amenities, finishings, etc., provided in the sample flat but shall have the specifications, fixtures, fittings, amenities, finishings, etc., as per the specifications provided in the ____Schedule hereunder written and agreed to by the Purchaser/s.

17. The Purchaser/s hereby declares that before execution of this Agreement, the Promoter have made full, free and complete disclosure and the Purchaser/s have taken full, free & complete inspection of particulars and disclosure of the following: -

(a) All the details about the proposed Layout, the nature of title of the adjacent Owners/the said Entire properties in the near vicinity proposed to be acquired by the Promoter

- (b) All plans and specifications duly approved and sanctioned by the said authority to be built upon the said entire Property;
- (c) Nature and particulars of fixtures, fittings and amenities to be provided in the building to be constructed on the said property;
- (d) All particulars of design and materials to be used in construction of the building on the said property;
- (e) The various amounts that are to be paid inter alia towards the ground rent, revenue assessment, Development/betterment charges municipal and other taxes and water and electricity charges, including water deposit and electricity deposits and corpus fund or other deposits levied from time to time and as are for the time being in force.

18. The Purchaser/s hereby declares that after reading and having understood the contents of the aforesaid documents and all the disclosures made by the Promoter as aforesaid, as well as the terms and conditions hereinafter mentioned, the Purchaser/s with full knowledge thereof entered into this Agreement.

19. The Promoter are entitled to retain and deal with the restricted amenities in the nature of parking on open/ podium car parking spaces, terrace, a terrace attached to the Flat/Unit, hoarding rights, level, rights to install antennas, V Set, T.V./Cable Tower and all such other amenities, which are in the nature of restricted amenities. The said restricted amenities are not available to any of the Flat/Unit Purchasers. The Promoter shall be at absolute liberty to allot the restricted amenities to such Purchaser for such consideration and such terms and conditions as they may deem fit. If the same are allotted to any of the Purchasers, then, in that case, the same shall be mentioned by the Promoter under the head "Extra Facilities" mentioned in Annexure _____. In such case only such purchaser/s shall be entitled to the same. The Purchaser/s herein or any other Purchasers shall not have any right to object/challenge the right of the Promoter or such allotment by the Promoter of any of the restricted amenities to any Purchaser's or Promoter' choice and if any Purchaser/s challenge this right of the Promoter, the same shall be entitled to rescind this agreement at their sole discretion. The

Promoter shall be entitled to retain any of the flat/units including the restricted amenities with themselves.

20. The Promoter shall be entitled to allocate the elevation features attached to the said flat by way of balcony, dry balcony, drying area, flower bed, niche, the attached terrace to any flat or Car Parks to the concerned flat purchaser for such consideration and on such terms and conditions as they may deem fit and proper. The Promoter shall also be entitled to deal with all the projection or elevation features to any purchaser on such terms and conditions as they may deem fit and proper. The Purchasers hereby accord his irrevocable consent for the same.

21. The Promoter shall also be entitled as absolute owners to let out or allocate any premises/parking etc. or the restricted amenities to any person or persons for such terms and conditions as they may deem fit and proper.

22. The Promoter hereby agree to observe perform and comply with all the terms, conditions, stipulations and restrictions, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the premises to the Purchaser/s, obtain from the concerned Authorities occupation and/or completion certificates in respect of the said Flat/unit.

23. The Purchaser/s has entered into this Agreement with the notice of the terms and conditions hereof and subject to the terms and conditions that may be imposed by the said authority and also subject to the Promoter right to make the necessary amendments, modifications and/or changes in the building plans or the materials and other specifications.

24. The Promoter hereby declare that the minimum Floor Space Index including T.D.R. available in respect of the said property is ____ sq. mts. and further FSI credit/T.D.R. can be consumed on the said property pursuant to the amalgamation of the adjoining property. As also the Promoter are also

entitled to consume further FSI as may be permissible under any law or circular or by way of concession, set back or payment of premium or by reason of change in the development rules and Policy for the time being in force.

25. The Purchaser/s confirms that the Promoter are and shall be entitled to consume all permissible F.S.I. on the said property and or the said entire property and all the benefit arising therefrom and have agreed only to sell/allocate the said Flat/unit premises being subject matter of this Agreement and the purchaser's rights are restricted to the said premises notwithstanding any statutory rights and the Purchaser/s hereby waives all such rights. It is further agreed that in the event of the Purchaser/s disputing or challenging the rights of the Promoter then in such event the Promoter shall have right to terminate this Agreement notwithstanding the fact that the Purchaser/s has paid the full consideration amount and/or has been put into possession of the said premises .

26. The Promoter hereby agree that they shall, before handing over possession of the said Flat/unit to the Purchaser/s shall make full and true disclosure of the nature of their title to the said land as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said land, and shall, as far as practicable, ensure that the said land is free from all encumbrances and that the said society/the Promoter have absolute, clear and marketable title to the said land.

27. The Promoter hereby agree that they have made on or prior to execution hereof full free true and complete disclosure of the nature of its title to the said land as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said Property, and shall ensure that the said Property is free from all encumbrances.

28. The Promoter shall give possession of the Flat/unit Premises to the Purchaser on or before ____ day of _____. If the Promoter fail or neglect to give possession of the said Flat/unit to the Purchaser/s on account of reasons beyond his/its control and of its agents as per the provisions of

Section 8 of Maharashtra Ownership Flats Act, by the aforesaid date or the date or dates prescribed in section 8 of the said Act, then the Promoter shall be liable on demand to refund to the Purchaser/s the amounts already received by them in respect of the Flat/unit with simple interest at nine per cent per annum from the date the Promoter received the sum till the date the amounts and interest thereon is repaid, provided that by mutual consent it is agreed that dispute whether the stipulations specified in section 8 have been satisfied or not will be referred to the Competent Authority who will act as an Arbitrator under the Arbitration & Conciliation Act, 1996.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of the said Flat/unit on the aforesaid date, if the completion of building in which the said Flat/unit is to be situated is delayed on account of:-

- (i) Non-availability of steel, cement, other building material, water or electric supply
- (ii) War, Civil commotion or Act of God
- (iii) Any notice, order rule, notification of the Government and/or other public or competent authority or any injunction by any Court of Law or any judicial offices.
- (iv) For the reasons beyond the control of the Promoter.

29. It is agreed by the Purchasers that in the event the Promoter are unable to complete the construction in accordance with the sanctioned building plans and the rules and regulations as a result of any Restraint order or any circular or Notification from the Municipal Corporation or the Government and the Promoter are not in a position to complete the said Saleable Residential building and hand over possession of the said flat/unit to the purchaser within the time limit prescribed herein, then in such event at the option of the Promoter this agreement shall stand terminated. However, the Promoter shall refund to the Purchasers all the consideration amount till then received together with interest thereon @ 9% per annum. The Purchaser shall not be entitled to challenge the right of the Promoter under this clause.

30. The Purchaser/s shall take possession of the said Flat/unit within seven days of the Promoter giving written notice to the Purchaser/s intimating that the said Flat/unit is ready for use and occupation.

31. It is further agreed that from the date of the Occupation Certificate being issued or otherwise in respect of unsold flat/units the Promoter or their nominees shall pay the actual outgoings towards MMC taxes only, if charged.

32. In the event of the Promoter deciding to retain the flat/units restricted/limited amenities with them then they shall be entitled to let out or grant lease of such flat/units to any person without any consent from Purchasers/ the said society as the case may be. It is further agreed that neither of the flat/unit holders of the said building shall be liable to pay any amount to the Society in the event of their flat/unit restricted/limited amenities being let out on leave and license or a long Lease to the prospective bona fide reputed parties.

33. The Purchaser/s shall use the said Flat/unit or any part thereof or permit the same to be used for purpose of Residential/commercial or such other permissible user. as per the sanction plan only and not for any other purpose.

34. The Purchaser agrees and hereby gives his/her /their/its irrevocable consent that the Promoter shall have a right to make additions amendments and alterations in the Building plans and/or to the said Buildings or any part thereof for any user or to change the user (excluding the said Flat/unit) including to raise additional floors or structures on the land or open part or parts of the said building including on the terrace at any time either before or after transfer of the said property and such right shall include this right to use the F.S.I. or the additional F.S.I. which may be available in respect of the said property or other lands at any time in future or to make such amendments/alterations in the sanctioned plans as may be permitted by the said authority and such additional structures or storeys or flat/units shall be the sole property of the Promoter who shall be entitled to deal with or dispose

of the same. The Promoter shall be entitled to put up such users like functional terraces, as also any public utility centers or flat/units or for any purpose as may be allowed by any authority. The Purchaser/s shall not be allowed to make use of the terrace and parapet walls of the terrace which will be the exclusive property of the Promoter and the Promoter shall have the exclusive use of the said terrace and the parapet walls. The Promoter shall also be entitled to display board and/or hoarding on the parapet walls of the said Property or any part thereof or grant such right to any of the Promoter nominee/s by perpetual Lease or otherwise.

35. The Purchaser/s admits having taken inspection of all the documents required to be given by the Promoter under the provisions of the Maharashtra Ownership Flats Act and hereby agrees and confirms that the Promoter shall have irrevocable rights for the purposes set out herein below and the Promoter shall be entitled to exercise the same as if the Purchaser/s had given the written prior consent to the Promoter as required under the said Act and with a view to remove any doubts the Purchaser/s hereby confers upon the Promoter the right and authority for the purposes set out herein below:-

(a) Without modifying the plan of the said Flat/unit the Promoter shall be entitled to amend, modify and/or vary the layout plans/ building plans and/or sub division plan and also the specifications in respect thereof.

(b) The Promoter shall be entitled to consume T.D.R. available from any sources on the said property and shall for the purpose be entitled to amend, alter or modify the sanctioned plans. However, the Promoter shall not modify or alter the plan of the Flat/unit agreed to be purchased by the Flat/unit Purchaser/s.

(c) To avail of all the benefits attached to the said property, the Promoter shall be entitled to demolish the existing or new structure/s or any part of parts or portion thereof or put up any construction in the Open Space as may be permissible by the concerned Authorities.

(d) The Promoter shall be entitled to consume such F.S.I. as may be available in respect of the said property or any part thereof or otherwise on the said property at present or in future and for the purposes of consuming

such balance and/or additional F.S.I. to construct extensions and/or additional floors as the Promoter may think fit and proper.

(e) The Purchaser/s shall not raise any objection on any ground as to the Promoter's rights, reserved hereunder.

(f) The Promoter shall be entitled to commence such balance and/or additional F.S.I. by constructing tenements to sell such tenements for such permissible user as the Promoter may think fit and proper to any person or persons for such consideration as the Promoter may in their absolute discretion deem fit and proper.

(g) The Promoter shall be entitled to raise the additional floors and/or construct the adjacent Wings to the said building as the Promoter may think fit and proper even though the Promoter might not have got the Plans sanctioned for the same at the time of execution of this Agreement and shall have full authority to get the Plans sanctioned and construct additional floors/adjacent wings and the Purchaser/s hereby accords his /her/its irrevocable consent for the same.

(h) The structure/construction which may be put up for consuming the balance and/or additional F.S.I. available for the F.S.I. available by demolition of the existing structure or otherwise shall always be deemed to be a part of the existing structure or as if the said plans were seen and approved by the Purchaser/s even though such plans may be sanctioned in future.

(i) The Promoter shall also be entitled to consume additional F.S.I. and/or balance available under D.C. Rules or by any special concession being granted by the said authorities including the F.S.I. available in lieu of the road widening, set back, reservation etc.

(j) The Purchaser/s and all the other Buyers of the Flat/units in the said building shall not have any right, title, claim or interest in respect of the F.S.I. as stated above, open spaces, parking spaces, common areas, inclusive of the garden area and that the rights of the Purchaser/s is confined only to the Flat/unit agreed to be sold.

36. Commencing a week after notice in writing is given by the Promoter to the Purchaser/s that the Flat/unit is ready for use and occupation, the Flat/unit Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Flat/units) of outgoings in respect of

the said land and Building/s namely local taxes, betterment charges or development charges or such other review by the said concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and shall pay such proportionate share of outgoings as may be determined. The Purchaser/s further agrees that till the Purchaser's share is so determined the Purchaser/s shall pay to the Promoter provisional monthly contributions of Rs. _____ (Rupees _____ only) per month towards the outgoings. The Purchaser/s undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. All the deposits payable to the Brihanmumbai Municipal Corporation or Reliance Energy for water connection and electricity charges or I.O.D. deposit, Layout deposit or permanent deposits in respect of the said Flat/unit which become payable shall be paid or reimbursed to the Promoter by the Purchasers. The Purchaser/s also agrees and undertakes to pay proportionate share towards development charges, betterment charges and sales tax. Vat and other taxes if any levied by the concerned authority .

37. The Purchaser/s shall on or before delivery of possession of the said premises keep deposited with the Promoter the following amounts:

- i) Rs. _____/- (Rupees _____) for legal charges, (not to be accounted.).
- (ii) Rs. _____ (Rupees _____ only) for share money, application entrance fee of the Society or Limited Company (not to be accounted.)
- (iii) Rs. _____/- (Rupees _____) reimbursement of the amount towards permanent deposit for I.O.D. & Layout, electric meter deposit; water meter deposits and other deposits paid to the various authorities (not to be accounted.)
- (iv) Rs. _____ (@ Rs. ____/- per sq.ft.) to meet proportionate share of municipal taxes, water tax, common electric bills and other charges equivalent to 24 months maintenance as deposit, mentioned above.
- (v) Rs. _____ (@ Rs. ____/- per sq.ft.) Development charges not to be accounted.

Total Rs. _____ (Rupees _____) The Promoter shall not be liable to render any account for the amounts so collected.

38. The Purchaser/s of the respective flat/units shall be entitled to use and occupy their respective flat/unit only.

39. It is further agreed by and between the parties hereto that the Promoter shall on payment of the total consideration amount and all other amounts payable under the Agreement put the Purchaser/s into vacant and peaceful possession of the said Flat/unit.

40. The Purchasers shall bear and pay the stamp duty and registration charges or any legal charges payable on this agreement. The Purchasers shall register this agreement.

41. The Purchaser/s or himself/ themselves with intention to bring all persons into whosoever hands the flat may come, doth hereby covenant with the Promoter as follows:-

(a) To maintain the said Flat/unit at Purchaser's own cost any good tenantable repair and condition from the date of possession of the said Flat/unit is taken and shall not do or suffered to be done anything in or to the building in which the said Flat/unit is situated, staircase or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or charge/alter or make addition in or to the building in which the said Flat/unit is situated and the said Flat/unit itself or any part thereof.

(b) Not to store in the said Flat/unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said Flat/unit is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or caused to be carried heavy packages whose upper floors which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat/unit is situated, including entrances of the building in which the said Flat/unit is

situated and in case any damage is caused to the building in which the said Flat/unit is situated or the said Flat/unit on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the Breach and not to carry any illegal or unauthorised activities from the said flat/unit;

(c) To carry at his own cost all internal repairs to the said Flat/unit and maintain the said Flat/unit in the same conditions state and order in which it was delivered by the Promoter to the Purchaser/s and shall not do or suffering to be done anything in or to the building in which the said Flat/unit is situated or the which may be given the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned authorities.

(d) Not to demolish or cause to be demolished the said flat/unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat/unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Flat/unit is situated and shall keep the portion, sewers, drains pipes in the said Flat/unit and appurtenances thereto in good tenantable repair and condition, and in particular so as to support shelter and protect the other parts of the building in which the said Flat/unit is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs or RCC, or other structural members in the Flat/unit without the prior written permission of the Promoter and/or the society or the Limited Company.

(e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building in which the Flat/unit is situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance.

(f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/unit in the compound or any portion of the said property and the building in which the Flat/unit is situated.

(g) Pay to the Promoter within 7 days of demand by the Promoter, his/her/their/its share of security deposit demanded by the Promoter/

concerned local authority or government or giving water, electricity or any other service connection to the building in which the said Flat/unit is situated.

(h) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority, an account of change of user of the said Flat/unit by the Purchaser/s viz. user for any purposes other than for commercial.

(i) The Purchaser/s shall not let, sub-let, transfer assign or part with purchaser/s interest or benefit under this agreement or part with the possession of the Flat/unit until he/she/it has paid to the Promoter all the amounts due and payable under this Agreement and only if the Purchaser/s had not been guilty of breach of or non-observance or performance of any of the terms and conditions of this agreement and until the Purchaser/s has intimated in writing to the Promoter and obtained a prior written consent of the Promoter for the same.

(j) Until the entire project i.e. “_____” is declared by the Promoter as completed the Purchaser/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times to enter into and upon the said Flat/unit, the said properties and buildings or any part thereof to review and examine the state and condition thereof.

42. The Promoter/s shall maintain a separate account in respect of sums received by the Promoter/s from the Flat/unit Purchaser/s on account of the share capital for the membership of the said Society and shall utilise the amounts only for the purposes for which they have been received.

43. The Promoter shall also be entitled (but not obliged) to terminate this Agreement on the happening of the following events(“Events of Default”);

i) If the Purchaser/s delay/s or commit/s default in making payment of any installments of the purchase price and/or any other amounts payable under this Agreement or commits breach of the terms and conditions of this Agreement.

ii) If the Purchaser/s commit/s breach of any of the terms, conditions, covenants and representations hereof and/or any other writing/s and/or the

terms and conditions of layout, NOC or MHADA I.O.D., Commencement Certificate (C.C.), and other sanctions, permissions, undertakings and Affidavits etc;

iii) If the Promoter believes that any of the representation, declarations warranties, made by the Purchaser/s in the Booking form, Acceptance Letter, Allotment Letter, these presents and/or any other documents executed and/or entered into or to be executed and/or entered into by the Purchaser/s is false;

iv) If the Purchaser/s has/have been declared and/or adjudged to be insolvent, bankrupt etc. and/or ordered to be wound up;

v) If the Promoter is of the opinion that the Purchaser/s is/ are unable to pay his/her/their/its debts and/or makes, or has/have at any time made, a composition with his/her/their/its creditors;

vi) If the Purchaser/s is/are, convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence;

vii) If Receiver and/or a Liquidator and/or Official Assignee or any person is appointed of the Purchaser/s or in respect of all or any of the assets and/or properties of the Purchaser/s.

viii) If any of the assets and/or properties of the Purchaser/s is/ are attached for any reason whatsoever under any law, rule, regulation, statute etc;

ix) Any execution or other similar process is issued and/or levied against the Purchaser/s and/or any of his/her/their/its assets and properties;

x) If the Promoter believes that the Purchaser/s is/ are an undesirable element and/or is likely to cause nuisance and/or cause hindrances in the completion of the development of the said property and/or any time thereafter

xi) If the Purchaser/s has/have been declared and/or adjudged to be of unsound mind;

xii) If the Purchaser/s has/ have received any notice from the Government (either Central or State) or any local authority and/or from outside India for the Purchaser/s involvement in any money laundering or any illegal activity and he/she/they/it is/are declared to be proclaimed offender and warrant is issued against him/her /them/it;

xiii) If the Promoter believes that any of the aforesaid events has been suppressed by the Purchaser/s.

44. The Purchaser may avail of a loan from any Financial Institutions at his costs and consequences without making the Promoter liable for the same. If the Purchaser/s avail/s of a loan from a bank financial institution or any other lender (the "Lender") against the security of the said Premises subject to the prior written consent of the Promoter, then in the event of (a) the Purchaser/s/Lender committing a default in payment of any installment of the said consideration and (b) the Promoter exercising its right to terminate this Agreement, the Purchaser/s shall be solely responsible/liable to fully clear the mortgage debt outstanding with the Lender at the time of the said termination and shall furnish to the Purchaser the necessary letter from the Lender to the effect that the Purchaser/s has cleared the mortgage debt and that the Lender has no charge or lien over the said premises. On receipt of such letter from the Lender, the Purchaser/s shall (subject to what is stated herein, regarding forfeiture) be entitled to the refund of the amount till then paid by him to the Promoter towards purchase of the said premises. It is expressly clarified that notwithstanding the aforesaid, the Purchaser/s's obligation to make payment of the installments under this agreement in accordance herewith is absolute and unconditional.

45. The Promoter shall be entitled to sell, assign, transfer mortgage or otherwise deal with its right, title and interest in the said property and any properties forming part of _____ and/or the buildings thereon, provided that the same does not in any way materially prejudice the right of the Purchaser/s in respect of the said premises.

46. It is expressly agreed that the Purchaser/s shall be entitled to the common areas and facilities appurtenant with the said premises and the nature, extent and description of such common areas and facilities are as set out in the ____ Schedule hereunder written and further that the same shall be the only common areas and facilities and the Promoter shall be entitled to declare all other areas as limited or restricted or reserved common areas and

facilities, including those mentioned in the ____Schedule hereunder written. The Purchaser herein as the Flat/unit Purchaser in the building shall have only the right, title and interest in respect of the said flat/unit . It is hereby further agreed and declared that on the Society of the Flat/Unit Purchasers is formed and registered on completion of the project, the Promoter shall transfer the said building to the Society . Wherever there is a reference for transfer of the property and/or conveyance of the property in favour of the Society, the Association or Body Corporate or Condominium of the Flat Purchasers shall be read and constructed as provided hereinabove.

47. If the Floor Space Index, by any name or mode or form whatsoever, is increased in respect of the said property and/or , if additional construction (viz more than what is presently envisaged) is possible or permitted on the said property or if whether by way of Transfer of Development Rights or otherwise any further potential is available for being utilized loaded consumed on the said property or otherwise, if the concerned sanctioning authorities permit the construction of additional floors over the present ____ floors and/or any additional wing/s therein as contemplated presently in respect of the Building, then the Promoter shall be solely entitled to construct such additional floors and/or wing/s as per the revised building/s plans in the open compound as may be permissible either as Annexed structure or as an independent structure) as the Promoter may desire and the Promoter shall be entitled to deal with, dispose off, alienate, encumber or transfer such additional floor or floors or premises and building/s or building/s or structures for such consideration to such party as the Promoter may desire without reference or recourse or consent of the Purchaser/s in any manner whatsoever and the Purchaser/s hereby expressly consent/s to the same so long as the total area of the said premises is not reduced and the structure of the building is not affected. This consent shall be considered to be the Purchaser/s consent as contemplated under Section 7 (1) (ii) of the MOF Act.

48. The Promoter is and shall always be entitled to purchase and acquire further Transferable Development Rights (TDR) from the open market and utilise load consume the same on the said property and construct additional wing/s/ structure/s and make other alterations in any manner the

Promoter deems fit and proper and the Purchaser/s hereby consents to the rights of the Promoter in that regard as well as the rights of the Promoter to revise and modify the building plans from time to time so long as it does not adversely affect the structure of the Building and the total area of the said premises is not reduced.

49. The Promoter shall be solely and exclusively entitled to grant/offer, 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 any manner at the sole discretion of the Promoter and the Purchaser/s expressly consents to the same and shall not object to or obstruct the same in any manner whatsoever.

50. The Purchaser/s hereby agree/s, confirm/s and consent/s that the Promoter shall be entitled to re-design the said building/s and passages and such other area or areas and further confirm/s not to raise any objection in this behalf.

51. The Promoter shall always be entitled to nominate and/or assign their rights in favour of one or more nominee/s, assignee/s or Sub-Developers to materialize the said property and/or entire property as provided under this Agreement.

52. If the said body is formed and registered before the sale/allotment and disposal by the Promoter of all the premises, etc., then the powers and authority of the said body and of the Purchaser/s and holders of the other premises, etc. in _____ shall be subject to the overall superintending /authority and control of the Promoter and the Promoter shall have absolute authority and control as regards the unsold/unallotted premises etc. and the sale and disposal thereof then the Promoter shall be solely exclusively absolutely entitled to sell, lease, give on leave and licence basis, the said unsold flats further construction on ownership basis to any person/s and also to the entire consideration received and to appropriate the same for its own

use and benefit and also to admit/cause to be admitted such Purchaser/s as member of the said body and the said rights of the Promoter in terms of this clause shall continue to remain in force and effect even after the Deed of transfer are executed in favour of the said body. The Purchaser/s and the said body shall not have any share, right, title, interest claim demand therein of any nature whatsoever and shall also not be entitled to claim compensation or any other amounts there for and the Promoter and any allottee or purchaser of premises from the Promoter shall be admitted to such body without payment of any premium or any additional charges. iv) Further, in such an event, the Promoter shall, at its option (but without being obliged), join in as a member of the said body in respect of such unsold premises and as and when such premises are sold, the said body shall admit such Purchaser/s/ its nominee/s/ transferee/s as its member/s without charging any transfer fees, premium or any other payment whatsoever, by whatever name called therefor.

53. The Purchaser/s shall without demand pay to the Promoter on ad-hoc basis monthly contribution for a period of __ () months in advance commencing from one week after the date on which the said flat is offered for possession by the Promoter or the date from which Purchaser/s is/are allowed to commence interior work in the said flat or the date on which the Purchaser/s is/are intimated that the said flat is ready for occupation (whichever is earlier), and irrespective of whether possession of the said Flat/unit is taken by the Purchaser/s or whether the Purchaser/s has occupied the said premises or not, the said sum shall not carry any interest and will remain with the Promoter. It is expressly agreed that the payment of the said deposit shall not absolve the Purchaser/s from his obligation to pay his share of monthly contribution towards the aforesaid outgoings. Thereafter, till the Purchaser/s' share is determined, the Purchaser/s shall regularly pay to the Promoter the ad hoc monthly contribution at the aforesaid rate or as may be determined by the Promoter from time to time on or before the 5th day of each and every month in advance in respect of the month to which the same pertains towards his/her/their/its provisional proportionate share of all expenses, outgoings and expenses due in respect of the said flat/unit on account of but not limited to interalia the following, viz:

- a) N.A. Assessment, Municipal and other rates rents taxes, cesses, levies insurance premium in respect of the building, land revenue, assessments, etc. whether any or all the premises of the building shall have been actually assessed or not even if the assessment may not have been finally determined and all other dues, duties, impositions, outgoings and burden of any nature at any time hereafter assessed or imposed upon the said property and buildings or upon the Owner/ Promoter or occupiers thereof by any authority including the Municipality, Government, Revenue authorities in respect of all the entire building/s or the user thereof and payable either by the owner or occupiers due to any new enactment of law;
- b) the proportionate share of all other outgoings in respect of the said premises or building/s including other taxes, insurance premiums, common lights and electricity charges, paints, colour washing, repairs.
- c) Water charges, in the event of water being charged on the basis of metered or unmetered supply by the Municipality or otherwise by water tankers and borewells.
- d) Salaries and charges of Bill Collector, Clerk, Chowkidars, Sweepers, Liftmen, etc.
- e) All other expenses necessary and incidental to the said entire buildings including the said management charges and operational and maintenance charges of lifts, pumps, T.V., cable antenna, recreational facilities and of all infrastructures including roads, storm water drains, drainage, gardens, street lighting, water mains, electricity, sub- stations, firefighting services etc.
- f) Maintenance, repairs to the building, the compound, the compound walls, water pumps electrical fittings, drainage and plumbing installations and fittings, etc.;
- g) Cost of keeping the said property clean and lit;

- h) Decorating and/or painting the exterior of the building, passages and staircases after date of possession;
- i) Salaries and wages of persons employed for watching and/or cleaning the property, operating water-pumps, maintaining records, etc.;
- j) Water& Sewerage charges & taxes etc.;
- k) Sinking& Other funds as may be determined by the Promoter;
- l) Rent & cost of water meters and electric meters;
- m) Cost of water supplied by water tankers;
- n) Maintenance of common areas, etc.;
- o) All other outgoings due in respect of the said property including those incurred for the exclusive benefit of the Purchaser and/or a purchaser/s and/or his/her/their/its flat.

54. Till the said body takes over the administration of the building, the Purchaser/s shall at his/her/their/its entire risks and costs insure and keep insured his/her/their/its premises against loss or damage by fire, earthquake etc. in the full value thereof in the joint names of the Promoter and the Purchaser/s with such Insurance Company as the Promoter shall approve and whenever called upon the Purchaser/s shall produce said insured policy/policies and the receipts therefor and in the event of the premises being damaged or destroyed by fire or earthquake etc. as soon as reasonably

practical, the insurance money shall be included in the repair, rebuilding or reinstatement of the said Saleable Residential building. In the event of the buildings being insured by the Promoter, the Purchaser agrees to reimburse to the Promoter his/her/their/its proportionate share of the insurance premium.

55. The Purchaser/s represent/s and warrant/s that:

- i) he/she/they/it has/have not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up, as the case may be;
- ii) no Receiver and/or Liquidator and/or Official Assignee or any person is appointed of the Purchaser/s or all or any of his/her/their/its assets and/or properties;
- iii) none of his/her/their/its assets/properties is attached and/or no notice of attachment has been received under any rule, law, regulation, statute etc;
- iv) no notice is received from the Government (either Central or State) or any local authority and/or from outside India for his/her/their/its involvement in any money laundering or any illegal activity and/his/ her/their/its is/are not declared to be a proclaimed offender and no warrant is issued against him/her/them/it ;
- v) no execution or other similar process is issued and/or levied against him/her/them/it and/or against any of his/her/their/its assets and properties;
- vi) he/she/they/it is/are not of unsound mind and/or is not adjudged to be of unsound mind;
- vii) he/she/they/it has/have not compounded payment with his/her/their/its creditors;
- viii) he/she/they/it is/are not convicted or any offence involving moral turpitude and/ or sentenced to imprisonment for any offence.
- ix) he/she/they/it is/are competent to contract and enter into this Agreement as per the prevailing Indian laws.

56. The location and other details of the Recreation Ground as shown in sales brochures or approved layout of the project or other promotional material is a proposed and provisional one and is merely meant for representational purposes only and subject to change at any time. The Promoter is entitled and irrevocably authorized by the Purchaser/s to modify, relocate and reshape the Recreation Ground shown in the presently approved layout or in brochures and otherwise in any sales promotion etc. and also to construct building/s or structure/s in the designated Recreation Ground by relocating it or reshaping it or reducing its size.

57. Even if the Deed of transfer of the said property is executed in favour of the said body, the Promoter will not be bound to hand over possession of the said flat to the Purchaser/s or to the said body unless and until all the amounts which are due and payable by the Purchaser/s to the Promoter under this Agreement or otherwise are paid along with interest, if any, to the Promoter.

58. It is hereby expressly agreed and understood by the Purchaser/s that the Promoter shall be solely entitled to develop the said property and sell all the premises in “_____” Project and all other flat/units/shops, constructed on the said property and to permit use thereof for the purpose of guest house, dispensaries, nursing homes, maternity homes, consulting rooms, hotel, department store, place of worship, banks, community halls, stalls or any residential or non-residential use as deemed fit by the Promoter and as may from time to time be permitted under the DC Regulations and/or by the concerned authorities and the Purchaser/s or the said body shall not object thereto.

59. Until such time as the development of the entire “_____” Project is completed and the possession of all the flats are delivered to the respective purchasers, the Promoter shall be entitled at its discretion, to manage and maintain “_____” and to realise all outgoings and maintenance charges or any other dues payable by the Purchaser/s therefor. The Promoter hereby reserves the right to appoint an agency to manage and maintain “_____”

and/ or any part/s thereof, and to which the Purchaser/s shall not object. All the costs charges expenses of maintenance and management of “_____” shall be borne and paid by the Purchaser/s alone.

60. The Purchaser/s however will not claim/demand subdivision of the said property to be conveyed to the said body/the Apex Body/ Condominium as the case may be. Further, as some of the approvals obtained and to be obtained will be in respect of the development on the said property, the Purchaser/s and the Said body when formed will not commit any breach or default whereby the said approvals may be invalidated/ cancelled.

61. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said flat/units or of the said Plot and Building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the said Flat/unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces etc., will remain the property of the Promoter until the F.S.I. is consumed, all Flat/units are sold, full payment is received and the said land and Building is transferred to the Society/Limited Company as hereinbefore mentioned.

62. Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Promoter.

63. The Promoter have agreed to sell and Purchasers have agreed to purchase the said Flat/units on the basis of the disclosure made under this Agreement and no extraneous and outstanding materials including promotion materials if any published by the Promoter shall be taken into consideration

and all the outside extraneous materials or the information given by the separate leaflets are hereby waived and given go-bye.

64. The Promoter may, at his discretion permit, the Purchaser to enter into the flat/units agreed to be purchased by the Purchaser for the purpose of carrying out the work of furnitures and fixtures pending the completion of the building and Occupation Certificate being obtained. Notwithstanding the same the Promoter shall be entitled to put up the amended building proposals so as to avail of the available balance, additional FSI, including TDR and construct the upper floors and complete the same and deal with and dispose of such premises. The Purchaser hereby gives his irrevocable consent in respect thereof.

65. The Purchasers hereby covenant, agree and undertake to sign such consent letters and other papers as may be required by the Promoter from time to time for availing of the benefit of construction of the additional floors area and/or structures as per the rules and regulations of the local authority.

66. The Purchasers shall from time to time sign all applications, papers and documents, and do all such acts, deeds, matters and things as the Promoter may require for safeguarding the interest of the Promoter.

67. By reason of the Promoter having agreed to sell the said premises to the Purchasers, if any statutory dues become payable by the Promoter or the Purchasers including the Service Tax, VAT or otherwise, the same shall be paid by the Purchasers within 7 days from the demand being raised by the Promoter as a part of this Agreement.

68. The Purchaser/s shall bear and pay requisite stamp duty on this agreement in accordance with the provisions of Bombay Stamp Act and shall present this Agreement at the proper registration office for registration within

the time limit prescribed by the Registration Act forthwith inform the Promoter the serial number under which the same is lodged to enable and the Promoter to attend such office and admit execution thereof. The stamp duty and registration and legal expenses of and incidental to the Conveyance in favour of the Society to be formed by the flat/unit purchasers shall be paid by all the flat/unit purchasers.

69. The PAN Nos. of the parties are as follows:-

PROMOTER:

P. A. N. / G. I. R. :

PURCHASER :

1. Name :

P.A.N. / G. I. R. No. :

2. Name :

P.A.N. / G. I. R. No. :

Name :

P.A.N. / G. I. R. No. :

70. All notices to be served on the Flat/unit Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by registered Post A.D./Under Certificate of posting at his/her/their/its address specified below:

71. All costs, charges and expenses in connection with the formation of the Co-operative housing Society or Limited Company or Association as well as all the costs of preparing, engrossing, stamping and registering all the

agreements, including this agreement, conveyance, transfer deeds or any other document or documents required to be executed by the said owners and the Promoter or the Purchasers or Co-operative Society as well as the entire professional costs, charges and expenses payable for the same shall be paid by the Flat/unit purchaser/s immediately on demand. The Purchaser/s shall pay the professional fees in respect of the documents to be made and also in respect of the services rendered or to be rendered by the Promoter Advocates as provided in this clause.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the said Property)

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the adjoining Property)

THE THIRD SCHEDULE ABOVE REFERRED TO

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

SIGNED AND DELIVERED by the withinnamed)

“PROMOTER”)

_____)

in the presence of)

SIGNED AND DELIVERED by the withinnamed)

PURCHASER/S)

Mr. _____)

Mrs. _____)

Ms. _____)

Messrs. _____)

_____)

in the presence of. _____)

R E C E I P T :

RECEIVED of and from the withinnamed Purchaser/s the sum of Rs. _____/-
 (Rupees _____ Only) vide Cheque No. _____ / Pay Order No. _____ /
 Demand Draft No. _____ dated _____ drawn on _____ Bank being the
 amount agreed to be paid by him/her/them/it as within mentioned.

WE SAY RECEIVED:

For

WE CONFIRM:

(Purchaser)

(Purchaser)

(Purchaser)