

AGREEMENT FOR SALE

FOR PHASE - II

IN SECTOR -1

PROJECT: ASTER

BUILDING ASTER "A", "B" & "C"

OK
29/7/17

AGREEMENT FOR SALE

ARTICLE OF AGREEMENT made and entered into at Mumbai this ____ day
of ____ in the Christian Year Two Thousand and Seventeen;

BETWEEN

M/s. RAVI DEVELOPMENTS, a Partnership Firm duly registered under the provisions of Indian Partnership Act 1932 and carrying on business at 76, Laxmi Palace, Mathuradas Road, Kandivali (West), Mumbai 400 067, hereinafter referred to as "**PROMOTER**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include for the time being constituting its partners, their survivor/s, executor/s, administrator/s and assign/s) **OF THE ONE PART,**

AND

MR./ MRS./ M/S. _____

of Mumbai Indian inhabitant having his/her/their address at:

hereinafter referred to as "**ALLOTTEE/S**" (which expression shall unless it be repugnant to the context or meaning be deemed to mean and include his/her/their heir/s, legal representative/s, executor/s, administrator/s and assign/s) **OF THE OTHER PART:**

WHEREAS:

- A) The Promoter in the course of his business acquired various landed properties for development from time to time at Village Ghodbunder and Navghar, Taluka and District Thane, within limits of "Mira Bhayander Municipal Corporation" (for short the "**MBMC**") from the erstwhile Owners for monetary consideration duly recorded in various documents like Agreement for Sale, Development Agreement, Memorandum of Understanding, Consent Letters, etc. (for short "**Documents**"). Pursuant to the development rights acquired by the Promoter, the erstwhile owners have also executed various Power of Attorneys (for short "**POA**") from time to time duly authorizing the partners of the Promoter namely Mr. Jayesh T. Shah and Mr. Ketan T. Shah to do all, acts, things, deeds, documents etc. for obtaining approvals for and carrying out construction as per the development rights. Accordingly, the Promoter is developing a property admeasuring about 746113.44 sq. meters, (hereinafter referred to as the "**Larger Property**") as described in the "**First Schedule**" hereunder written;
- B) As per the Development Plan (for short "**DP**"), a portion of Larger Property admeasuring about 252175.69 sq. meters is reserved as Coastal Regulation

Zone (for short "CRZ") and as such is available for future development when permissible;

- C) The Promoter has obtained several permissions/sanctions/approvals like Urban Land Ceiling (ULC), Non-Agriculture (NA), Chief Fire Officer (CFO) NOC, Order/s, Environment Clearance (EC), and Development Permissions (for short "Permissions/Approvals") from various local authorizes/bodies from time to time for construction on the Larger Property. The permissions/approvals obtained by the Promoter for construction on the Larger Property are specifically mentioned in the reference clause at Development Permission dated ____ bearing Ref No. _____ issued by MBMC a copy of which is annexed and marked as **Annexure-"A"** hereto;
- D) As per the Development Permission, the Promoter is carrying out construction on the Larger Property, bifurcating the same in various "Sectors" for convenience purpose. The Sector Plan of the portion of the Larger Property which is annexed and marked as **Annexure-"B"** hereto.
- E) In sector development, the Promoter is presently developing "Sector-1" in phase-wise development of the Larger Property. The "Sector 1" is situated on the property bearing Survey No.26 Hissa No. 1 and 2, Survey No.27, Hissa No.1, 2, 3, 5, 6, 7, 8, and 9, Survey No. 27 Hissa No.10/A and 10/ B, Survey No. 28 Hissa No. 5, Survey. No. 29, Hissa No. 3, Survey No.30, Hissa No.7 (Pt), Survey No. 87, Hissa 1/C and 1/D, and Survey No. 224Pt), approximately having total area admeasuring _____ sq. meters equivalent to _____ Sq. Yards situated, lying and being at Village-Ghodbunder, Tal & Dist-Thane within the Limits of MBMC, (hereinafter referred to as the "**Sector-1**") more particularly described in the "**Second Schedule**" hereunder written;
- F) As per the Permission as mentioned herein above, the Promoter have carried out part development of "Sector-1" by constructing various buildings

comprising of various wings, and the flats/shops/units situated in the said buildings have sold and transfer to the respective purchasers who are in use and occupation of the same. The said flats/shops/units purchasers have formed various societies duly registered under the provisions of law and some buildings are under construction. The development of "Sector 1" in phase-wise manner is defined as under:-

Phase- I

- The Promoter has developed Buildings as follows:-
- I) "DAFODIL" by constructing five Buildings viz i) "Building Type- A Dafodil" (Wings "A" and "B"), ii) "Building Type- A2 Dafodil" (Wing - C), iii) and "Building Type- A3, Dafodil" (Wing-"D"and"E") on the land appurtenant thereto admeasuring 1085.72 sq. meters,
- II) "ORCHID" by constructing four Buildings i) "Building Type-A-1 Orchid" (Wings "B" and "C"), ii) "Building Type- C Orchid" (Wing - "A"), iii) and "Building Type- C, Orchid" (Wing - "D") on the land appurtenant thereto admeasuring 757.37 sq. meters,
- III) "TULIP" by constructing four Buildings i) "Tulip Building Type-E" (Wings "C" and "D"), ii) "Tulip Building Type- E-I" (Wing - "A" and "B"), iii) and "Tulip Building Type- F," (Wing - "E") on the land appurtenant thereto admeasuring 891.84 Sq. Meter.
- IV) "LILY" by constructing one Buildings i) "Lily Building Type-B" on the land appurtenant thereto admeasuring 165.14 Sq. Meter.
- V) one more Commercial building that is "Ground Shopping Building Type- D" on the land appurtenant thereto admeasuring 182.02 sq. meters, above all the buildings on the portion of Survey No. 28, Hissa No. 5, Survey No. 29, Hissa No. 3, Survey No. 27, Hissa No. 1, 2 and 3, Survey No. 26, Hissa No. 2 and Survey No. 29, Hissa No. 10/A, of "Sector 1".
- The construction of the above mentioned buildings is completed and flats/shops/units situated therein are occupied by the respective

purchasers. The Promoter has already obtained "Occupation Certificate" (O. C.) of the abovementioned buildings except **Lily Building Type-B** (O. C.) is under process. The purchasers of flats/shops/units of the above mentioned buildings have formed and registered co-operative housing society respectively;

PHASE - II

- The Promoter is developing a Project namely "**ASTER**" comprising of Two Buildings viz: (1) Type "H" Wing "A" comprising of Stilt + 16 upper floors & (2) Type "G" Wing "B", comprising of Stilt + 17 upper floors & Wing "C" comprising of Stilt + 16 upper floors on the land appurtenant to the said buildings admeasuring 581.93 sq. meters on the portion of Survey No. 27, Hissa No. 8 and 9, of Village-Ghodbunder, Taluka and District- Thane, of "**Sector- 1**".

PHASE - III

- The Promoter is developing a Project namely "**ATIKA**" comprising of one Building "**Atika Bldg No. X**", comprising of Stilt + 21 upper floors on the land appurtenant to the said buildings admeasuring 496.92 sq. meters on the portion of Survey No.87 Hissa No. 1/D, and Survey No.224 (part), of Village- Ghodbunder, Taluka and District- Thane, of "Sector 1".

PHASE - IV (for future development)

- The Promoter proposed to develop or cause to develop a Projects in sector-1 or by any name as the Promoter may deem fit comprising of _____ Buildings viz i) "Hall-I ", ii) "Bldg No.III", iii)"Bldg No. IV", iv) "Bldg No. V", v) "Bldg No. VI", vi) "Bldg No. VII", vii) "Bldg No. VIII", and viii) "Bldg No. IX", on the portion of Survey No. 27, Hissa No. 3, Survey No.27, Hissa No.5, 6, 7 and 8, Survey No.27, Hissa No.10/B, Survey No.26, Hissa No.1 and 2, and Survey No. 224 (Pt) of "Sector 1"; the promoter also proposed to future development or cause to be

developed Buildings and or more buildings as per FSI available on the open portion of "sector-1".

- G) In the Sector development program, as mentioned hereinabove, the Promoter is **Developing Phase -II** a portion of "**Sector- 1**" by constructing a Project known as "**ASTER**" (for short "**Project**") Two Buildings viz: (1) Type "H" Wing "A" comprising of Stilt + 16 upper floors & (2) Type "G" Wing "B", comprising of Stilt + 17 upper floors & Wing "C" comprising of Stilt + 16 upper floors on the land appurtenant to the said buildings admeasuring 581.93 sq. meters on the portion of Survey No. 27, Hissa No.8 and 9, of Village Ghodbunder, Taluka and District- Thane, (the Project and the Building together shall referred to as "**Project Land**") as more particularly described in the **Third Schedule** hereunder written. The location of the Project Land alongwith said Buildings to be constructed in the portion of Sector-1 are shown in the plan annexed and marked as **Annexure-C** hereto. The Promoter acquired the development rights in respect of the Project Land in the manner as set out as under:-

- (a) (1) Mr. Narendra Kamlakar Patil and (2) Smt. Narmadabai Kamlakar Patil were absolutely seized and possessed of and/or otherwise well and sufficiently entitled to all that piece and parcel of land bearing Survey No. 27, Hissa No. 8, admeasuring 2460 sq. meters equivalent to 2940 sq. yards and Survey No. 27, Hissa No. 9, admeasuring 1920 sq. meters equivalent to 2295 sq. yards situate, lying and being at Village Ghodbunder, Taluka & District Thane, within limits of Mira Bhayander Municipal Corporation.
- (b) By and under Agreement of Assignment dated 09/12/2010 vide registration No. TNN-7/10095/2010 executed between (1) Shri. Narendra Kamlakar Patil and (2) Smt. Narmadabai Kamlakar Patil, therein referred as the Owners/Assignors and M/s. Ravi Developments, therein referred as the Assignee, the Owners/Assignors have agreed to

assign their all right title and interest in respect of the said property to the Assignee, the promoter herein for consideration and on the terms and conditioned contained therein. In pursuant to the said Agreement of Assignment dated 09/12/2010 the said (1) Shri. Narendra Kamlakar Patil and (2) Smt. Narmadabai Kamlakar Patil have also executed Irrevocable Power of Attorney dated 09/12/2010 in favour of Shri. Jayesh T. Shah Partner of M/s. Ravi Developments in respect of the said property.

II) The Promoter has evolved a scheme of Development of the Larger Property by constructing building/s comprising of wing/s by purchasing and/or acquiring the adjoining properties/societies and amalgamate the Larger Property with the adjoining property/ies and/or amalgamating or clubbing the present redevelopment scheme with the other Schemes either on the same property or on the adjoining or other properties as may be permissible and consume further FSI and amend the plans and propose further wings/buildings and/or reduce or increase the number of floors and/or otherwise propose such changes as they may deem fit any time. The Promoter, in scheme development may purchase and/or acquire or become entitled to further FSI by whatever name called and consume the same on the said building/s as they may deem fit and/or on such portion of the said property as they may deem fit;

I) The Promoter had through their Architect, "M/s. Anish & Associates", had submitted a amended Layout Plan for approval for construction on the large property . By and under letter/Permission dated 18/02/2017, bearing No.MB/MNP/NR/4828/2016-17, Mira Bhayander Municipal Corporation had approved the amended Layout Plan submitted by the Promoter. The local authority has issued permission/approval to the Promoter for construction on the larger property by consuming FSI/TDR as more particularly set out therein and called upon Promoter to make payment of Development charges, Security Fees,

Premium etc. Accordingly, in compliance with the said letter dated 18/02/2017, the Promoter has paid / deposited part payment towards the premium as required by the MBMC. As such, the Promoter is entitled to carry out construction on the larger property, as intimated by the Promoter by and under their letter dated ___/___/2017. A copy of MBMC's Permission/Approval dated 18th February, 2017 alongwith Receipt of Payment and Promoter's letter dated ___/___/2017 is annexed and marked as **Annexure-II**.

- J) The Promoter has entered into a Standard Agreement with an Architect (for short "**Project Architect**") registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects and such Agreement is as per the format of the Agreement prescribed by the Council of Architects;
- K) The Promoter has appointed a Structural Engineer for the preparation of the structural design and drawings of the building and the Promoter has agreed to accept the professional supervision of the Project Architect and the Structural Engineer till the completion of the Building;
- L) By virtue of the above mentioned Documents and POA and Permissions, the Promoter has sole and exclusive right to sell the flat/s and/or other units in the Building being constructed in phase – III by the Promoter on the Project Land in the project known as "**ASTER**" as mentioned above and to enter into Agreement/s with purchaser/s of the flats/shop/unit/s and to receive the sale consideration in respect thereof;
- M) The Allottee/s has demanded from the Promoter and the Promoter has given inspection to the Allottee/s of all the above mentioned documents of title relating to the Project Land/Property, the plans, designs and specifications prepared by the Promoter, Architect and of such other documents as are specified under Real Estate (Regulation and Redevelopment) Act, 2016

(hereinafter referred to as "**RERA**") and Rules and Regulations made there under;

- N) Authenticated copy each of the Property Card or Extract of Village Form VI and VII and XII and all other relevant revenue records showing the nature of the title of the Promoter to the Project Land on which the Building is or to be constructed have been annexed as **Annexure-"D"**;
- O) Authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter Authenticated copy of IOD, LOI, C.C., the Typical Floor Plan/s approved by the concerned Local Authority and a list of amenities to be provided by the Promoter and common area and facilities have been annexed hereto and marked **Annexures- E, F, G, H & I** respectively;
- P) The Promoter has got approved from the concerned local authority the plans, specifications, elevations, sections and details of the Building as set out above. However, the FSI available for construction is likely to increase and the Promoter intend to use and shall be entitled to use the same as provided hereinafter and for that purpose the Promoter shall be entitled to amend the plans from time to time of any building constructed or to be constructed on any part or portion of the Project Land/Property in its present state or after amalgamation with other properties in the sole discretion of the Promoter. The Promoter shall obtain balance approvals (if any) from various authorities from time to time, so as to obtain building Completion Certificate or occupation Certificate of the Building;
- Q) While sanctioning the said plans for the Building, the concerned Local Authority and/or Government has laid down certain terms, conditions, stipulations, and restrictions, which are to be observed and performed by the Promoter while developing the Project/Property and the Building and upon due observance and performance of which only the Completion or

Occupation certificate in respect of the Building/s shall be granted by the concerned local competent authority;

- R) The Promoter has accordingly commenced construction of the said building/s in accordance with the said sanctioned plan;
- S) The Allottee/s being desirous of purchasing a flat has/have applied to the Promoter for allotment Flat No. _____ on the _____ floor, in Wing No. _____ in the Building No. _____ known in the Project known as "ASTER" being constructed on the Project Land;
- T) The carpet area of the said Flat is _____ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under service shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the Flat for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Flat;
- U) The Allottee/s has/have familiarized himself/herself/themselves with the Scheme of Development/Project/Project Land and has/have read and understood the terms and conditions of the I.O.D., including Documents and Permissions. The Promoter has also explained the implications thereof and that the Allottee/s has/have fully understood the same and shall not raise any dispute in respect thereof;
- V) The Allottee/s hereby confirm that the Promoter has produced for inspection to the Allottee/s, all information and Documents and have made full and true disclosure of all the items covered under Section 3 of the Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (Maharashtra Act No. XLV of 1963) as amended from time to time (for short "MOFA") and/or Real Estate

(Regulation and Development) Act, 2016 (for short "**RERA**") and/or any other law applicable (hereinafter for brevity's sake referred to as "the **Said Act**") as well as items covered under clauses (a) to (g) or Rule 4 of the Maharashtra Ownership of Flats Rules, 1964 and/or Rules under the applicable law (hereinafter referred to as "the **said Rules**") and the Allottee/s/s is satisfied with the same of development and have no further or other information nor disclosure required to be made from the Promoter;

- W) The Allottee/s relying upon the confirmations, representations and assurances to faithfully abide by all terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement with full knowledge, on the terms and conditions contained appearing hereinafter, recited and referred herein;
- X) The Promoter has registered the Project under the provisions of the Real Estate (Regulation and Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at _____ no. _____;
- Y) Under Section 13 of the RERA, the Promoter are required to execute a written agreement for sale of said Flat/Unit with the Allottee/s being in fact these presents and also to register the said Agreement under the Registration Act;
- Z) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Promoter hereby agrees to sell and the Allottee/s hereby agree to purchase a Flat;

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

1. The Promoter shall in normal circumstances, construct or get constructed the Two Buildings "ASTER" viz: (1) Type "H" Wing "A" comprising of Stilt + 16 upper floors (2) Type "G" Wing "B", comprising of Stilt + 17 upper floors & Wing "C" comprising of Stilt + 16 upper floors in phase - II on the Property more particularly described in Third Schedule hereunder written in accordance with the plans, designs & specifications approved by the concerned Local Authority and which have been inspected by the Allottee/s prior to the execution of this Agreement. The Allottee/s hereby agrees to the Promoter making such variations, modifications and additions in the plans and in Building _____, as if they may consider necessary or expedient by the Project Architect or as may be required by the MBMC or any public or local body or authorities. This shall operate as an irrevocable consent of the Allottee/s to the Promoter under the provisions of the said Act, for carrying out such changes in the Building Plans.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the Flat of the Allottee/s except any alteration or addition required by the Government authorities or due to change in law.

2. Subject to the terms, conditions and provisions contained in the hereinabove recited agreement and documents, permissions and sanctions, the Allottee/s hereby agree to purchase from the Promoter and the Promoter hereby agree to sell to the Allottee/s in the Building known as "ASTER" a Flat being Flat No. _____ on the _____ floor in the Building "ASTER" Wing "___" of the carpet area admeasuring _____ square meters (Flat area _____ Sq. mtrs + Balcony area _____ sq. mtrs. + Deck area _____ sq. mtrs.) as shown in the floor plan thereof hereto annexed and marked Annexure-"___" and Parking

Space/Stilt No. _____ on _____ Podium with amenities as described in Schedule Annexure-" " hereto (for short the "Flat") as more particularly described in the **Fourth Schedule** hereunder written for consideration the aggregate price of Rs. _____/- (Rupees _____ / only) including the proportionate price of the common areas and facilities appurtenant to the premises.

2.1 The Allottee/purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/purchaser covered parking spaces bearing Nos. _____ situated at _____ Basement and/or stilt and/or _____ podium being constructed in the layout for the consideration of Rs. _____/-

2(a) The Allottee/s has paid on or before execution of this agreement a sum of Rs. _____/- (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter. The balance sum of Rs. _____/- (Rupees _____) is payable in the following manner:-

i. Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 30% of the total consideration) to be paid by the Allottee/s to the Promoter after the execution of Agreement;

ii. Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the Building or Wing in which the said Flat is located;

iii. Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment/flat/shop/unit is located as following manner:-

- i) Rs. _____ on casting of 1st Slab;
- ii) Rs. _____ on casting of 2nd Slab;
- iii) Rs. _____ on casting of 3rd Slab;
- iv) Rs. _____ on casting of 4th Slab;
- v) Rs. _____ on casting of 5th Slab;
- vi) Rs. _____ on casting of 6th Slab;
- vii) Rs. _____ on casting of 7th Slab;
- viii) Rs. _____ on casting of 8th Slab;
- ix) Rs. _____ on casting of 9th Slab;
- x) Rs. _____ on casting of 10th Slab;
- xi) Rs. _____ on casting of 11th Slab;
- xii) Rs. _____ on casting of 12th Slab;
- xiii) Rs. _____ on casting of 13th Slab;
- xiv) Rs. _____ on casting of 14th Slab;
- xv) Rs. _____ on casting of 15th Slab;
- xvi) Rs. _____ on casting of 16th Slab;
- xvii) Rs. _____ on casting of 17th Slab;
- xviii) Rs. _____ on casting of 18th Slab;
- xix) Rs. _____ on casting of 19th Slab;

xx) Rs. _____ on casting of 20th Slab;

xxi) Rs. _____ on casting of 21st Slab;

iv. Amount of Rs. _____/- (Rupees _____ Only)

(not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment/flat/shop/unit.

v. Amount of Rs. _____/- (Rupees _____ Only) (not

exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said Apartment/flat/shop/unit.

vi. Amount of Rs. _____ (Rupees _____

Only) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.

vii. Amount of Rs. _____/- (Rupees _____

Only) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro-mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in these present.

viii. Balance Amount of Rs. _____/- (Rupees

_____ Only) against and at the time of handing over of the possession of the Flat to the Allottee/s on or after receipt of Occupancy Certificate or completion certificate.

It is specifically agreed that the abovementioned installments are only indicative in nature and are liable to be changed depending upon and proportionate to the number of floors in the Building finally sanctioned and/or approved by the Planning Authorities. In any event, the Allottee/s/s agrees to pay all installments on or before taking possession of the Flat. Under no circumstances, the possession of the Flat shall be given to the Allottee/s/s unless and until all payments required to be made under the Agreement by the Allottee/s/s has been made by him/her.

3. The Purchase Price is exclusive of all taxes, levies, cesses, imposts and such charges, costs, or outlays, by whatever name called, charged, levied, imposed, and payable to any authorities or bodies in respect of the Flat, or otherwise howsoever, arising from the transaction contemplated herein or in connection with the construction of or carrying out the Project, payable by the Promoter upto the date of handing over the possession of the Flat to the Allottee/s. All taxes and charges including but not limited to Goods and Service Tax (GST) or any other Central, State, Revenue, or Municipal, or Statutory Tax, Levy or Imposts, Stamp Duty, Registration Fees, etc., arising from the sale of the Flat, to the Allottee/s, and/or in respect of the transaction contemplated herein (paid or payable by the Promoter) up to the date of handing over the possession of the Flat, shall be borne and paid by the Allottee/s at the required time and as per rates prevailing on the date when the payment of such taxes/impositions become due and payable as per applicable laws, rules and regulations, or in the alternative such taxes/impositions shall, at the sole option of the Promoter, be reimbursed in full by the Allottee/s to the Promoter within seven (7) days of demand in writing raised by the Promoter upon the Allottee/s.
4. The Purchase Price is escalation-free, save and except escalation/increase, due to increase on account of development charges payable to the Competent

Authority and/or any other increase in charges which may be levied or imposed by the Competent Authority, Local Bodies, Government, etc., from time to time. The Promoter undertake and agrees that while raising a demand on the Allottee/s for increase in the Development charges, cost, or levies imposed by the Competent Authority, Local Bodies, Government, etc., the Promoter shall enclose the said Notification, Order, Rule, Regulation, etc., published/issued in that behalf to the effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on the subsequent payment.

5. The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Building is complete and Occupation Certificate (O.C.) is granted by the competent authority, by furnishing the details of the changes, if any, in the carpet area, subject to variation cap of three (3) percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then the Promoter shall refund the excess money paid by the Allottee/s within forty-five (45) days with annual interest at the rate specified in the Rules, from the date when such as excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to the Allottee/s, the Allottee/s shall pay the additional amount to the Promoter as the payment schedule due a per the same rate per square meter as mentioned in these present.
6. PROVIDED FURTHER that the Allottee/s/s shall pay the last installment of the Allottee/s price within seven days of the receipt of the intimation from the Promoter that the unit agreed to be purchased by him/her/them is ready for occupation. The Allottee/s agree that all amounts payable by the Allottee/s to the Promoter under this Agreement, are required to be paid on respective due dates for payment thereof, specified herein and any default by

the Allottee/s/s in that regard shall entitle the Promoter to enforce their rights and remedies under this Agreement in respect thereof.

7. The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by the Allottee/s mentioned in these present under any head/s of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
8. The Promoter has, prior to the execution hereof, informed the Allottee/s that in addition to the above liabilities, charges and taxes, if any other taxes, imposts, impositions, are levied or imposed, or livable, now or in future by the Central and/or State Government, and/or any local, public, statutory, municipal or revenue authorities or bodies in respect of the Flat, and/or transaction contemplated herein and/or in respect of the Purchase Price and/or any other taxes, charges or liabilities payable under this Agreement, then and in such event, the Allottee/s shall pay or reimburse such amount of tax, imposts, or impositions (as the case may be) including the interest and/or penalty and/or other incidental charges and costs, if any, in respect thereof, no later than Seven (7) days from a written demand made on him/her/them/it by the Promoter, and without any delay, demur, deduction or default whatsoever. The Allottee/s shall indemnify and keep the Promoter fully indemnified in respect of such claims/ statutory dues and the consequences arising out of non-payment or delayed payment, thereof.
9. PROVIDED FURTHER that the Allottee/s under this Agreement shall pay the deposits in respect of the meter, maintenance, etc., as provided hereinafter along with the payment of the last installment.
10. The percentage of the undivided interest of the Allottee/s in the common areas and facilities limited or otherwise pertaining to the Flat shall be in

proportion of the area of the Flat to the entire area of all the flats in the Building known "ASTER".

11. The promoter agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed or granted or sanctioned to and/or which may hereinafter be granted or sanctioned or imposed by any Local Authority, statutory or otherwise at the time of sanctioning the said Plans or thereafter including paying any charges, bearing expenses, making deposits, whether refundable or not, before handing over possession of the Flat to the Allottee/s, obtain from the concerned Local Authority occupancy and/or completion certificate in respect of the Flat.
12. Time is essence of contract for the Promoter as well as Allottee/s. The Promoter shall abide by the time schedule for completing the Project and handing over the Flat to the Allottee/s and the common areas to the Society/Association of the Allottee's after receiving the Occupation Certificate or the Completion Certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the installments and other dues payable by him/her and meeting the other obligations under the agreement subject to the simultaneous completion of construction by the Promoter as provided hereunder.
13. The Promoter hereby declares that Floor Space Index (FSI) being utilized by Promoter on the Project Land is 581.93 square meters out of the total FSI available on the Larger Property and the Promoter is proposed to construct the Building on the Property being land appurtenant to the building admeasuring 581.93 square meters by utilizing/consuming FSI of 8193.19 square meters approximately as may be permissible under Development Control Regulations, 1991 by availing of TDR or FSI available on payment of premium or FSI available as incentive FSI by implementing various

schemes as mentioned in the Development Regulation or based on expectation of increased FSI which may be available in future on modification to the Development Control Regulations, which are applicable to the said Project and/or as may be available without amending or changing the plan of the unit/flat being subject matter of this agreement and no part of the same has been utilise by the Promoter elsewhere except the TDR, if any that may be generated out of the entire scheme. The Promoter has disclosed full FSI of the Project Land is being utilized by them on the Project Land in the said Project and the Allottee/s has agreed to purchase the said Flat based on the proposed construction and sale of the flats to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI as well as balance FSI shall belongs to the Promoter.

14. The Allottee/s confirms that the Promoter has disclosed in advance to the Allottee/s, the phase wise development of the Larger Property in Sector manner and that the number of Buildings/Wings/Floors in the proposed building/s in the Larger property can vary as also there can be more building/s constructed in the layout and the Allottee/s has/have agreed to enter into this Agreement with the notice of the aforesaid fact and hereby accord irrevocable consent in that respect. In the event of the Allottee/s raising any dispute, the Promoter shall be entitled to cancel this Agreement and refund the amounts paid by the Allottee/s to the Promoter under this Agreement as per rules.
15. The Promoter hereby agree to observe, perform and comply with or caused to be observed, performed and complied with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or hereafter and shall before handing over possession of the Flat to the Allottee/s obtain or cause to be obtained from the concerned local authority Occupation or Completion Certificate in respect of the Building known as

"ASTER". The Promoter may obtain part occupation or building completion certificate for one or more building/s or wing/s or floor/s as the Promoter may deem fit.

16. It is agreed that the construction on the Property is being carried on in the phase-wise manner. The Allottee/s is aware that Promoter at present developing the project known as "ASTER" in Sector-1 on the portion of the Larger Property. The Allottee/s agrees that the Promoter, their Assignees/Sub-Developer are likely to and shall be entitled to acquire further FSI and utilise the same or remaining or any part of the Project Land/Property in the manner disclosed hereinafter and Allottee/s/s gives his consent to any use thereof by the Promoter.
17. Notwithstanding, what is recorded herein, the Allottee/s hereby confirms that he/she/they have taken the Flat with a specific knowledge that the Promoter is likely to and as such are entitled to amalgamate the Sectors/Larger Property with the adjacent property/ies and amend the plans/layout plan as may be required from time to time. It is agreed by and between the parties hereto that the Promoter herein are in the process of purchasing the properties and/or acquiring development rights in respect of the properties adjacent to the Larger Property and that the Larger Property along with the adjacent property/properties shall be amalgamated and develop/re-developed by the Promoter herein as project and as such the Plans/layout sanctioned now in respect of the Larger Property is liable to be amended upon such amalgamation.
18. It is further disclosed to the Allottee/s that the Promoter intend to and as such shall be entitled to club the Larger Property or the scheme being implemented thereon with the other adjacent property/plot/scheme being developed and/or proposed to be developed by the Promoter or their sister concerns anywhere in

the city or suburbs of Mumbai as may be permitted by the concerned Planning Authority under the Development Control Regulations.

19. The Allottee/s/s hereby grants his irrevocable power and consent to the Promoter and agrees : -

- i) That until the Conveyance/Lease or any other document vesting the title of the Project Land in favour of Co-operative Society or Association or Company Limited of the Flat Purchasers of the Building, known as Aster Co-operative Housing Society Ltd.' as may be permissible under law is executed, the Promoter alone shall be entitled to all FSI whether available at present or in future including the balance FSI, the additional FSI available under D.C. Rules from time to time and/or any special concession, modification of present Rules and Regulations granting FSI, FSI available in lieu of the road widening, set back, reservation by way of Transfer of Development Right (TDR) or otherwise howsoever;
- ii) The rights of the Allottee/s, and the Society and all its members shall always be subject to Promoter's rights, powers and benefits under this Agreement, and other documents, and subject to Promoter's absolute and irrevocable rights in respect of the Development of the Larger Property/Sectors. Any delay or indulgence by the Promoter in enforcing the terms of this Agreement, and/or any forbearance or provision of time to the Allottee/s, shall not be treated as a waiver on the part of the Promoter of any of the terms and conditions of this Agreement, nor shall it in any manner prejudice the rights of the Promoter. The terms, provisions, and conditions of this Agreement shall survive the execution and registration (if any) of the transfer documents in favor of the Society;

- iii) That under no circumstances, until the Project is completed in all respect, the Allottee/s and/or Society or other common organization will be entitled to any FSI or shall have any right to consume the same in any manner whatsoever;
- iv) The Promoter shall always have the right to permanently install/display a plaque or signage of a reasonable size upon any part of the Larger Property and/or Project Land and/or the Building, including in or upon the entrances and compound walls thereof, publicizing/promoting the Promoter. The Society or any of its members shall not remove, or attempt to remove such signboards at any time in the future;
- v) That the Promoter shall be entitled to develop the Larger Property fully by constructing additional buildings/wings/floors/structures so as to avail of the full FSI/ additional FSI permissible at present or in future for the Larger Property including for staircase, lift, passage, by way of purchase of floating FSI, TDR, free or fungible FSI, if any which may be available on the Property or acquired otherwise howsoever and including putting up of any 'Additional Construction' as mentioned above and Promoter selling the same and appropriating to themselves the entire sale proceeds thereof without the Allottee/s or other acquirers of the Flats in such building/s and/or their common organization having any claim thereof or to any part thereof. The FSI of any nature whatsoever available at present or in future and further and/or additional construction shall always be the property of the Promoter who shall be at liberty to use, deal with, dispose of, sell, transfer etc. the same in manner the Promoter choose. The Allottee/s agrees not to raise any objection and/or claim reduction in price and/or compensation and/or damages including on the ground of inconvenience and/or nuisance while putting up such additional construction mentioned above. The document vesting the title of the said portion/land, building

etc., and transfer of rights and benefits of the Promoter as hereinafter mentioned shall be subject inter-alia to the aforesaid reservation;

- vi) That the Promoter shall be fully and finally entitled to sell and at liberty to assign, transfer or otherwise deal with its right in the Larger Property any part or portion of the Property/building including any parapet wall or part of the same or otherwise including for use as a bank, office, shops, nursing home, restaurant, hotel, garden, display of advertisements, hoardings, well water etc., as the same may be permissible or ultimately may be permitted by the authorities concerned;
- vii) To admit without any objection the persons who are allotted Flats by the Promoter as members of the proposed society and/or as members of the Society in the event the Society is registered before all flats including flats of extended/annexed buildings are sold by the Promoter;
- viii) To execute, if any further or other writing, documents, consents etc., as required by the Promoter for carrying out the terms hereof and intentions of the parties hereto;
- ix) To do all other acts, deeds, things and matters and sign and execute such papers, deeds, documents, writings, forms, applications, etc., at the costs and expenses of the Allottee/s which the Promoter in their absolute discretion may deem fit for putting into complete effect the provisions of this Agreement;
- x) The aforesaid consent and agreement shall remain valid, continuous, irrevocable, subsisting and in full force even after the possession of the Flat/unit is handed over to the Allottee/s and/or possession of the Building is handed over to the Society of the Allottee/s of flats/shops;

20. The Allottee/s hereby declares that before execution of this Agreement, the Promoter has made full and complete disclosure and the Allottee/s has taken full, free and complete inspection of particulars and disclosure of the following :-

- i) Nature of Promoter's right and title to the Larger Property/Project Land described in the Schedules hereunder written and declared in the Title Report annexed to this Agreement and has all requisite rights to carry out development upon the Larger Property/Project Land/ and also has actual, physical, and legal possession of the Project Land/Property for implementation of the project;
- ii) All encumbrances, if any, upon the Project Land/Property, along with all relevant documents;
- iii) All lawful rights and requisites and approvals from the Competent Authority including plans and specifications duly approved and sanctioned by Local Authority to carry out construction of the Building and development of the Project Land/Property/Building and shall obtain all requisite approvals from time to time to complete the development of the Project;
- iv) All approvals, licenses, and permits issued by the Competent Authority in respect of the Project/Project Land/Property/Building/s/Wing/s are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authority in respect of the Project/Project Land/Property/Building/s/Wing/s shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliances with applicable laws in relation to the of the Project/Project Land/Property/Building/s/Wing/s and common areas.;

- v) Agreement/s executed by the Promoter relating to construction of the Project Land and the Building and arrangement arrived at between all parties concern;
- vi) Nature and particulars of fixtures, fittings and amenities to be provided in the Building to be constructed on the Property;
- vii) All particulars of design and materials to be used in construction of the Building on the Property;
- viii) The nature of organization of persons to be constituted to which the title is to be passed being either a co-operative housing society governed by the provisions of the Maharashtra Co-operative Societies Act, 1960 and/or association and/or Apartment Owner's Association to be governed by the Maharashtra Apartment Ownership Act, 1970;
- ix) The various amounts that are to be paid inter-alia towards the ground rent, revenue assessment, municipal and other taxes and electricity charges, including water deposit and electricity deposits as are for the time being in force;
- x) The Promoter has right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title, and interest of the Allottee/s created herein, may prejudicially be affected;
- xi) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party in respect to development of the Project/Project Land/Property/Building/s/Wing/s, (except what is mentioned herein) which will, in any manner, affect the rights of the Allottee/s under this Agreement;

- xii) The Promoter has duly paid and shall continue to pay and discharge undisputed government dues, rates, charges, and taxes and other monies, levies, impositions, premiums, damages, and/or penalties and other outgoings, whatsoever, payable in respect of the Project/Project Land/Property/Building/s/Wing/s to the competent authority;
- xiii) No notice from the Government or any other local Body or Authority or any other legislative enactment, government ordinances, order, notification (including any notice for acquisition or requisition of the Property) has been issued/received/served upon the Promoter in respect of the Project/Project Land/Property/Building/s/Wing/s except those disclosed in the title report;

The Allottee/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, the Allottee/s/s with full knowledge thereof has entered into this Agreement.

- 21. If the Promoter fails and/or unable to abide by the time schedule for completing the Project and/or handing over the Flat to the Allottee/s on account of unforeseen circumstances beyond their control and/or their agents control as per the provisions of the said Act and Rules, the Promoter agrees to pay to the Allottee/s, who does not intend to withdraw from the Project, interest as specified in the Rules, on all amounts paid by the Allottee/s, for every month of delay, till the handing over possession.
- 22. Without prejudice to the rights and contentions of the Promoter and without waiver of any of the rights and contentions of the Promoter, the Allottee/s agrees to pay to the Promoter interest as per the rules on all delayed payments i.e. on all the amounts which become due and payable by the

Allottee/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/s till the date the payment is made to the Promoter. The Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) including interest due upon the balance payment and the Allottee/s committing three defaults of payment of installments, and/or on the Allottee/s committing breach of any of the terms and conditions herein contained, the Promoter at shall at his own option, is entitled to terminate this Agreement by giving 15 days' notice in writing to the Allottee/s, by Registered Post AD at the address, provided by the Allottee/s and at the email address provided by the Allottee/s, of their intention to terminate this Agreement. If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, the Promoter shall be entitled to terminate this Agreement. PROVIDED FURTHER that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s (subject to the adjustment and recovery of any agreed liquated damages or any other amount which may be payable to the Promoter) within a period of thirty days of the termination, the installments of sale price of the Flat which may till then have been paid by the Allottee/s to the Promoter without any interest or any other amount over and above the amount so refunded.

23. Upon termination of this Agreement, the Promoter shall be at liberty to deal with or dispose of or sell the Flat to such person and at such price as the Promoter may in its absolute discretion think fit. The Allottee/s agrees that sending of the said amount by cheque by the Promoter to Allottee/s at the address given by the Allottee/s in these presents, whether the Allottee/s accepts and/or encash the said cheque or not, will amount to the refund of the amount so required to be refunded.

24. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts to be provided by the Promoter in the Building and the flat/unit are those that are set out in Annexure '___' hereto.
25. The Promoter may complete the Building or any part or portion or floor thereof and obtain part Occupation Certificate thereof and give possession of premises therein to the acquirers of such premises and the Allottee/s herein shall have no right to object to the same and will not object to the same and the Allottee/s hereby given his specific consent to the same. If the Allottee/s takes possession of any premises in such part completed portion or floor or otherwise the Promoter and/or their Agents or Contractors shall be entitled to carry on the remaining work including further and additional construction work of Building in which the Flat is situated and the Allottee/s shall not be entitled to any compensation and/or damage and/or claim and/or complain for any inconvenience and/or nuisance which may be caused to him/her or any other persons/s.
26. The Promoter based on their present plan and estimates, contemplate that they shall endeavor to offer possession of the flat/unit to the Allottee/s on or before _____ subject to Planning Authority issuing Occupancy Certificate (O.C.) unless there is delay or failure due to reasons stipulated herein or due to failure of Allottee/s/s to pay, in time, the Purchase Price installments and/or any of the other charges, liabilities, deposits, taxes, etc., payable by the Allottee/s in accordance with this Agreement, or as demanded by the Promoter from time to time, and/or on an account of any failure on the part of the Allottee/s to observe, perform and comply with the terms or conditions of this Agreement. Accordingly, the Promoter shall endeavor to complete the building in all respects and make the same ready for occupation and apply for Occupancy Certificate to the Planning Authority by the abovementioned date. If the Promoter fails or neglects to give the

possession of the Flat to the Allottee/s on account of reasons beyond his control and of his agent by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee/s the amount already received by him/them in respect of the Flat with interest as per the rules from the date, the Promoter received the sum till the date the amount and interest thereon is repaid.

27. PROVIDED THAT the Promoter shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of building in which the Flat is to be situated is delayed on account of :-

1. Non-availability of Steel, Cement, other building material, water or electric supply, etc.,
2. War, Civil Commotion or act of God, Natural Calamities;
3. Any notice, order, rules, notification of the Government and/or other public or competent authority;
4. Other reasonable cause;
5. Amendment or change in the D.C. Regulation and/or any other law governing development of the properties;
6. Any stop work notice issued and/or approval/s or permission/s withheld by any Court and/or quasi judicial authority and/or municipal and/or sanctioning authority.

28. The Promoter may also agree to permit, in its sole discretion and subject to the Allottee/s having fulfilled all his/her/their/its obligations under this Agreement and having paid full Purchase Price and other amounts, charges, taxes, liabilities, interest, etc., under this Agreement, the Allottee/s to carry out, prior to the Possession Date, his/her/their/its fit-out works in the Flat alone, at his/her/their/its costs and liability; subject to the Allottee/s/s: (i) executing in favor of the Developers a suitable Undertaking-cum-Indemnity and other writings as may be required by the Promoter, (ii) depositing with the Promoter a fit-out deposit as may be demanded by the Promoter, and (iii)

carrying on such fit-out works strictly in accordance with the rules, regulations and conditions then imposed by the Promoter. It is agreed and clarified that such permission (if granted by the Promoter) shall not be or be deemed to be an offer to deliver, or delivery of, possession of the Flat to the Allottee/s/s, and shall not entitle the Allottee/s/s to possession, use, or occupation of the Flat other than for the limited purpose of undertaking fit-out works. During the period of Fit-outs (if permitted by the Promoter) the Allottee/s shall not undertake any work/s, and/or do or undertake any acts, deeds, matters or things that shall in any manner affect, delay or prejudice the issuance of the occupation certificate/s in respect of the Building/s or any part thereof, and/or cause any damage or loss to any part of the Buildings and/or the construction, and/or cause any loss or damage to the Promoter. If any such loss or damage is caused by the Allottee/s/s he/she/they/it shall be bound and liable, to make payment and/or reimburse the Promoter of the cost of remedying and rectifying the same. Notwithstanding, the rights and remedies of the Promoter as stated hereinabove, if the Allottee/s/s commit/s any breach or default of: (a) the terms, conditions and provisions of this Agreement and/or (b) the aforesaid Undertaking-cum-Indemnity and and/or the other writings executed by it, he/she/they and/or (c) any of the rules, regulations and conditions stipulated by the Promoter in respect of the fit-out works to be carried on by the Allottee/s, the Allottee/s shall be and be deemed to be in breach and default of this Agreement and the Promoter shall be fully and freely entitled to exercise all its rights and remedies herein in respect thereof, without prejudice to the Promoter's absolute right and power, to withdraw the limited permission granted to the Allottee/s to carry on its fit-out works and to restrict the Allottee/s from entering upon the said Building and the Flat.

29. The Promoter, upon obtaining the Occupancy Certificate (O.C.) from the Competent Authority and the all outstanding payments (including price of the

Flat and other charges) made by the Allottee/s as per this Agreement shall offer in writing the possession of the Flat, to the Allottee/s in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the Flat to the Allottee/s. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, and documentations on part of the Promoter. The Allottee/s agrees to pay maintenance charges as determine by the Promoter or association of Allottee/s, as the case may be. The Promoter shall offer the possession of the Flat to the Allottee/s in writing within Seven (7) days of receiving the occupancy certificate of the Building/Project.

30. The Allottee/s shall take possession of the Flat within Fifteen (15) days of the Promoter giving written notice to the Allottee/s intimating that the Flat is ready for use and occupancy.
31. Upon receiving a written intimation from the Promoter, the Allottee/s shall take possession of the Flat from the Promoter by executing the necessary indemnities, undertakings and such other documentations as such prescribed in this Agreement. In case the Allottee/s fails to take possession of the Flat within the time provided in the Notice, the Allottee/s shall continue to be liable to pay maintenance charges as applicable and determined by the Promoter.
32. The Allottee/s before taking possession of the Flat, shall inspect the same thoroughly, and point out defect, if any, in the Flat including but not limited to workmanship quality or provision of services or in carpet or built-up area and/or construction and/or amenities and facilities and will take possession only after rectification thereof, if any, required. In the event, of the Allottee/s/s taking possession of the Flat he/she/they shall be deemed to have inspected/measured the same thoroughly and found the same without defect

in construction and/or amenities and facilities unless otherwise recorded in writing and that too within **5 (five) years** from the handing over of the Flat to the Allottee/s. In any event, the Allottee/s shall not make any grievance/complaint about the same after expiry of 5 years from taking possession of the said flat.

33. As per the Development Plan, the Larger Property consisting of several D. P. Roads area admeasuring 85277.40 sq. meters. The Promoter has been granted FSI in lieu of the D. P. Road which is being utilized on the Larger Property. The Promoter upon having constructed the said D. P. Roads, MBMC shall allot further TDR proportionate to the "Road" constructed by Promoter, as per the prevalent policy of the Government. The Promoter is entitled to utilize the said TDR in the Larger Property in various Sectors collectively or variably in as per the permission and/or sanction and/or amended plan that may be granted by the MBMC or entitled to create third party thereof.
34. Similarly a portion of the Larger Property admeasuring about 252175.69 sq. meters is affected by CRZ and as per prevalent provisions no construction is permissible on the CRZ portion. However, after amendment of D. C. Regulation or issuance of any Government Notification or Circular, if the said portion of the Larger Property deserved as CRZ and/or construction of any nature is permissible on the said CRZ portion. The Promoter is entitled to carry on construction on the said CRZ portion and/or utilize the FSI proportionate to the said portion in the Larger Property in various sectors collectively or variable and/or create third party right thereof.
35. Further the Larger Property consists of several other developable reservations. It is specifically agreed and understood that if amendment of D. C. Regulation or Government Notification or Circular, the said developable reservations are made available for construction and/or any development

potential in the form of FSI/TDR is made available the same shall belong to the Promoter exclusively.

36. The Allottee/s shall use the Flat/Shop/Office/Unit/Garage/Parking Space or any part thereof or permit the same to be used for purpose of residence on any profession or business as the case may be. He/she/they shall use the parking space only for the purpose of keeping or parking the Allottee/s' own vehicle.
37. The said building shall always be known as **"ASTER"** and this will not be changed any time by the Allottee/s or Society of Allottee/s without prior written consent of the Promoter.
38. The Allottee/s along with other Allottee/s of flats in the Building shall join in forming and registering Society or Association or Limited Company to be known as **"Aster Co-operative Housing Society Ltd.,"** (for short **"Society"**) and this will not be changed without prior written consent of the Promoter. The Allottee/s agrees that for the purpose of forming and registering the society he/she/they shall from time to time sign and execute all papers, documents, applications for registration and/or membership necessary and do all acts, deeds, things and matters for the formation and the registration of Society or Association or Limited Company and for becoming a member, including bye-laws of the proposed society and duly fill and sign and return the same to the Promoter within Seven days of the same being forwarded by the Promoter to the Allottee/s so as to enable the Promoter to register the common organization of the society of the Allottee/s under the said Act and Rules. No objection shall be taken by the Allottee/s, if any changes or modification are made in the draft bye-laws or Memorandum and/or Articles of Association as may be required by the Registrar of Co-operative Societies or the Registrar of Companies or any other Competent Authority as the case may be.

39. The Society of the Allottee/s to be formed shall ensure that the provisions of this Agreement and other Agreements entered or to be entered into by the Promoter with other Allottee/s in the Building are carried into effect fully by it by passing appropriate resolution for that purpose, and shall also ratify and adopt the same. Upon formation of such Society, the Society shall be liable besides the Allottee/s and other Allottee/s' of different flats, for any lien or claim or demand which the Promoter may have in respect of the Flat hereby agreed to be purchased the other flats in the Building known as "ASTER". The Allottee/s hereby agrees and binds himself to do and execute all acts, matters, things, deeds and documents which the Promoter may require to be executed to enforce the obligations envisaged in this clause against the Society. The failure on the part of the Allottee/s to observe and perform this clause, when called upon to do so by the Promoter shall entitle the Promoter to rescind this Agreement and the consequences of rescission herein provided shall follow.
40. On the vesting of the management and administration of the Building "ASTER" in the Society or upon the Allottee/s of the flats in the building known as "ASTER" being admitted as members of the Society, as the case may be, shall take over complete responsibility of the management of the Project Land and the Building "ASTER" and the Society shall be solely responsible for collections of dues from its members and for the disbursements of such collections in relation to the Project Land and the Building "ASTER" including payment for ground rent, Municipal Taxes, salaries of the employees charges with the duties for the maintenance of the said portion and to the security of the Building "ASTER" to the intent that the said portion and the Building "ASTER" and the Project Land shall be kept free from all encroachments, claims attachments and sales or other legal encumbrances charges and liens irrespective of the fact whether the transfer

of the Project Land and the Building "ASTER" takes place or not in favour of the Society, whether or not the Allottee/s and the other Allottee/s of the other flats are made members of the Society and irrespective of the fact whether the Society failed to perform its obligations mentioned herein above, the Promoter in any event shall stand absolved of their responsibility of managing the Building, "ASTER" receiving and paying the outgoings including the Ground Rent, Municipal Taxes and other incidental charges connected with the maintenance and security of the Building, "ASTER" The Allottee/s hereby agrees to indemnify the Promoter in that behalf. The Allottee/s shall ensure that such obligations as aforesaid are undertaken and performed by the Co-operative Society, being his successor in interest and failure or lapse on the part of the Allottee/s in so doing shall entitle the Promoter to rescind this Agreement and the consequences of rescission herein contained shall follow. Without prejudice to what is stated hereinabove, in the event of any breach being committed by the Allottee/s and/or the Society of this clause, the Promoter shall be entitled to forebear from getting the Conveyance/Lease of the Project Land and the Building, "ASTER" in favour of the Co-operative Society, notwithstanding their other rights and remedies. Notwithstanding anything contained or suggested to the contrary in this clause, the liability of the Allottee/s already incurred by him qua the Promoter prior to the vesting of the Project Land and the Building, "ASTER" in possession, management and control in the Society shall not cease and the Allottee/s shall be bound to perform fully all obligations which may have been incurred by him qua the Promoter.

41. The Promoter within three (3) months of obtaining Occupation Certificate of the Building shall execute or cause to be executed necessary Indenture of Lease and/or Conveyance and/or any other Instrument of Transfer as may be permitted by the authorities in keeping with the terms and provisions of this Agreement for transfer of the Buildings i.e. proportionate area of the project

land admeasuring 581.93 sq. mtrs on which the Building, "ASTER" is constructed as more particularly described in Third Schedule annexed hereto. in favour of ASTER CHS LTD (The Society).

42. Further, the Promoter shall within three (3) months of development of entire Sector-1 and registration of the Federation/Apex Body of the Societies or Limited Company of the Association of all societies of Sector-1 which ever is later, shall by obtaining or causing to be executed necessary Indenture of Lease and/or Conveyance and/or any other Instrument of Transfer as may be permitted by the authorities in keeping with the terms and provisions of this Agreement, transfer to the Federation/Apex Body all the right, title and interest of the Vendor/Lessor/Original Owners/Promoter and/or owners in the Property on which the Building with multiple Building/s and Wing/s are constructed alongwith Amenities as more particularly described in the Second Schedule annexed hereto.
43. Commencing 15 (Fifteen) days after notice in writing is given by the Promoter to the Allottee/s that the Flat is ready for use and occupy or before taking the possession of the Flat, whichever is earlier, the Allottee/s will be liable and pay regularly to the Promoter following :-
 - i) The proportionate share of the Allottee/s of the Municipal Assessment Tax of the said land as also of entire lay out and complex, all rates and taxes whether any or all the tenements of the Building shall have been actually assessed or not even if the assessment may not have been finally determined;
 - ii) The share of the Allottee/s in all other dues, duties, impositions, outgoings and burden of any nature at any time hereafter assessed or imposed upon the Project Land/Property/Building or upon the owners and occupiers thereof, by any authority including the Municipal

Corporation, Government, Revenue Authority, Local Authority, etc., in respect of the Project land/Property/Building or the user thereof and payable whether by the owners or occupiers;

- iii) The proportionate share of all other outgoings in respect of the Flat or Building and the lay out or complex including other taxes, insurance, common lights, sanitation, additions and alterations, paintings, colour washing, repairs, water charges in the event of water being charged on the basis of meter by the Municipal Corporation, salaries and charges of Bill Collector, Clerks, Chowkidars, Sweepers etc.,
- iv) All other expenses necessary and incidental to the Building and the said portion including the said management and maintenance's. Until the Society is formed and the Property and Building transferred to the Society or societies as provided herein, the Allottee/s shall pay to the Promoter such proportionate share of outgoings including property and other taxes etc. as may be determined by the Promoter. The Allottee/s shall within seven days of posting intimation about the Flat being ready for occupation as aforesaid, deposit and keep deposited with the Promoter a sum of Rs. _____/- (Rupees _____ only) as interest free security deposit for payment by the Allottee/s his/her/their share of aforesaid outgoings and payments being provisional monthly contribution;
- v) The Allottee/s hereby further un-equivocally agrees with the Promoter that until the Allottee/s's share is determined, the Allottee/s shall from the date of the expiry of the said period of Deposit; regularly pay to the Promoter on the 5th day of every month provisional monthly contribution of Rs. _____/- (Rupees _____ only) towards and on account of the Allottee/s's share of the aforesaid outgoings and such payments shall

be made every month in advance to the Promoter. The Promoter shall be at liberty without being bound to do so to appropriate from the said deposit money, if any, the due by the Allottee/s/s for its aforesaid share of liability.

44. The Allottee/s/s shall on or before delivery of possession of the said flat pay to the Promoter the following amounts :-

1. Rs. _____ being agreed legal charges and expenses (Non Refundable);
2. Rs. _____ for formation and registration of the society (Non Refundable);
3. Rs. _____ for deposit of electric meter, cable, water meter sub-station etc., (Non Refundable);
4. Rs. _____ for betterment charges (Non- Refundable);
5. Rs. _____ for share money application entrance fee of the society or limited company;
6. Rs. _____ Maintenance deposit (collected on the basis of area of the flat);
7. Rs. _____ Service Tax, Vat, Etc.,

Total

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45. The amounts payable by the Allottee/s to the Promoter under this sub-clause except (5) to (6) mentioned above are non-refundable/non-accountable and shall not carry any interest. The Promoter is not liable to render any account of the aforesaid amounts to the Allottee/s or to Entity, at any time in that regard.

46. The Promoter shall utilise the sum of Rs. _____/- paid by the Allottee/s to the Promoter towards meeting legal costs, charges and expense, including

professional costs of the Advocates of the Promoter in connection with the formation of the said society, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement. However, if there is any short fall the same shall be made good by the Allottee/s/s as intimated by the Promoter or the Society.

47. At the time of registration of Conveyance or Lease of the Building or Wing of the Building, the Allottee/s shall pay to the Promoter, the Allottee/s's share of stamp duty and registration charges and other taxes payable, if any, by the Society or Limited Company on such Transfer Agreement/Conveyance/Lease and other document/s or instrument of transfer in respect of the Building. Similarly, At the time of registration of Conveyance or Lease of the Project Land, the Allottee/s shall pay to the Promoter, the Allottee/s's share of stamp duty and registration charges and other taxes payable, if any, by the Apex Body or Federation on such Transfer Agreement/Conveyance/Lease and other document/s or instrument of transfer in respect of the Building alongwith Project Land in favour of the Apex Body or Federation.
48. The Promoter shall have a first lien and charge on the said flat agreed to be acquired by the Allottee/s/s in respect of any amount payable by the Allottee/s/s to the Promoter under the terms and conditions of this agreement.
49. In the event of any portion of the said property being notified for set-back, D.P. Road, the Promoter alone shall be entitled to receive the compensation or such other benefit that may be given by the authorities concerned for the setback land. In the event, any area of the said property agreed to be developed by the Promoter is under reservation or is wholly or partially released from such reservation or if such reservation is shifted to any other area, the Promoter will be fully entitled to develop the said area so released or made available on shifting of such reservation or otherwise and also be entitled to utilize and consume the F.S.I. in respect thereof on the said

property or on any other property/properties and the Allottee/s/s will not object to or obstruct the same in any manner whatsoever.

50. Hereinafter, if any charges are levied by or payment required to be made to any Government Authorities or Local bodies either on the portion or building or otherwise the Allottee/s/s on being called upon to do so by the Promoter, pay to the Promoter his/her share thereof at or before or after taking possession of the said flat as may be required or demanded by the Promoter.
51. The Allottee/s hereby agree/s that in the event of any amount by way of premium to the Corporation or to the State Government or betterment charges or development charges or assessment tax or other tax or payment of a similar nature becoming payable by the Promoter and the stamp duty and registration charges, if any, on the documents to be executed under or in pursuance of this Agreement becoming payable by the Promoter, the same shall be borne and paid by the Allottee/s in proportion to the area of the said premises agreed to be purchased by the Allottee/s and in determining such amount the decision of the Promoter shall be final, conclusive and binding upon the Allottee/s.
52. The Allottee/s himself/themselves with an intention to bring all persons into whomsoever hand the flat may come, doth hereby covenant with the Promoter as follows:-
 - i) To maintain the Flat at the Allottee/s own cost in good tenantable repair and condition from the date of possession of the flat is taken and shall not do or suffered to be done anything in or to the flat and the building in which the Flat is situate its staircase or any passage which may be against the rules, regulations, or bye-laws of concerned local or any other authority or change/alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof;

- ii) Not to store in the said Flat 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 Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passages or any other structure of the building in which the said Flat is situated including entrances of the building in which the said Flat is situated and in case any damage is caused on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach;
- iii) To carry out at his own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat which may be governed under the Rules and Regulation and bye-laws of Society, the concerned local authority or other public authority. In the event of Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned person or local authority;
- iv) Not to demolish or cause to be demolished the Flat 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 or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Flat is situated and to keep the portion, sewers, drains, pipes in the Flat and appurtenances thereof in good tenantable condition, and in particular so as to support shelter and protect the other part of the building in which the Flat is situated and shall not chisel or in any other

manner damage to columns, beams walls, slabs, or RCC pardis/columns or other structural members in the flat without prior written permission of the Promoter and/or the Society;

- v) 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 is situated or any part thereof or whereby by any increased premium shall become payable in respect of the insurance, if any;
- vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Flat in the compound or any portion of the land/properties and the building in which the Flat is situated;
- vii) Not to keep anything in the common passage, staircase, terraces, walls or any other common place and not to hang any sign boards, hoardings, name boards etc., in passage or inner or outer wall of the building. The Promoter/Society shall throw away such things without any notice if anything is found in breach of this provision;
- viii) Pay to the Promoter regularly such security deposits as may be demanded by concerned local authority or Government authority for giving water, electricity, sewer clearance, or any other service connection to the building in which the Flat is situated;
- ix) To bear and pay increase in local taxes, water charges, insurance and such other levies if any, which are imposed by the concerned local authority and/or Government and/or public authority including on account of change of user of the Flat by the Allottee/s viz. User for any purposes other than residential purpose;
- x) The Allottee/s shall not let, sub-let, transfer assign or part with Allottee/s interest or benefit factor of this Agreement or part with the

possession of the Flat until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up and only if the Allottee/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and without obtaining prior written permission of the Promoter;

xi) The Allottee/s shall observe and perform all the rules and regulations, which the Society may adopt at its inception and the addition, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Building and the flats therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of the Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and the use of the Flat in the building and shall pay and contribute regularly and punctually towards the taxes, expenses and other outgoings in accordance with the terms of this agreement;

xii) The Allottee/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 land and building or any part thereof to view and examine the state and conditions thereof;

xiii) The Allottee/s shall not close verandah or balconies without the sanction and permission of the Promoter and the authorities concerned nor shall make any alteration or changes in the elevation and outside colour scheme of the Flat/Building;

xiv) The Allottee/s has agreed to obtain undertaking from the subsequent Allottee/s that the terms and conditions mentioned herein are also binding upon him.

53. The Allottee/s shall always personally be and remain responsible to the MBMC and concerned public, statutory local and planning authorities, the Promoter and to the society, for any violation or breach of any of the aforesaid covenants, conditions and undertakings.
54. The Allottee/s agrees to sign and deliver to the Promoter before and after taking possession of the Flat all writings, papers, documents, applications, etc., as may be necessary or required by the Promoter to put the intention of the parties as reflected herein into complete effect.
55. The Allottee/s hereby covenants with the Promoter to pay from time to time and at all times the amounts which the Allottee/s is liable to pay under this Agreement and to keep the Promoter and its agents and representatives, estate and effects, indemnified at all times against any expenditure, loss or expense arising from any claim, damages, claims, suits, proceedings, expenses, charges that the Promoter may suffer as a result of non-payment, non-observance or non-performance of the covenants and conditions stipulated in this Agreement and/or on account of unauthorized alteration, repairs or wrongful use etc to the Flat, including the amount expended on litigation in enforcing rights herein and/or on account of or occasioned by any accident or injury to the Allottee/s or his/her/their/its representative/s or any person/s visiting the Allottee/s/s or his/her family, guests or visitors or staff, or all persons claiming through or under the Allottee/s, before or after taking possession of the Flat and during the occupation, use and enjoyment of the estate, the common areas and the gardens.
56. It is specifically agreed by and between the parties that at the time of execution of Deed of Lease in favour of the society or body corporate as the case may be, if any FSI is balance to be consumed on any portion of the said property, the Promoter shall be entitled to float the said FSI elsewhere and to

any other property and/or otherwise utilise the same as may permitted by the Municipal Corporation of Greater Mumbai.

57. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or a Company or towards the outgoings, and shall utilize the amounts only for purposes for which they have been received.
58. Save and except the Flat and subject to what is specifically mentioned herein, the Allottee/s agree/s, confirm/s and represent/s that they/he/she/it shall not claim any right in respect of the Larger Property, including but not limited to, all use of open spaces, common areas, recreational areas, common terraces and the parapet walls or the external walls, compounds, staircases, lifts, passages, entrances, parking areas, facilities and amenities etc. of the Building or of any of the building/s and other structure/s being constructed and/or to be constructed hereafter on the Project Land or on the land and/or of the contiguous, adjacent or adjoining lands/Sectors other than the areas specially allowed to be used, and that the same are specifically excluded from the scope of this Agreement and the Allottee/s is/are not, and shall not be entitled to any ownership right, title or interest etc. in any form or manner whatsoever in, to, over or upon the same until the whole property is assigned and transferred to the Society as the case may be as herein mentioned but subject always to the rights, reservations, covenants and easements in favour of the Promoter as herein provided. The Allottee/s agrees and understands that the rights to develop and deal with the same vests solely with the Promoter and its nominees, successors and assigns.
59. During the course of construction, the Allottee/s may instruct the Promoter to make any addition or alteration including any extra amenities provided the same does not involve any structural changes and is permitted by SRA and for such additional alteration or extra amenities extra cost is to be paid in

advance by the Allottee/s to the Promoter upon the Promoter agreeing to provide the same. The Promoter shall be at liberty to refuse to provide such or any extra amenities and/or addition and/or alteration without assigning any reason and in their absolute discretion.

60. Irrespective of the dispute, if any, that may have arisen between the Promoter and the Allottee/s and/or the Society, all amounts, contributions and deposits including amounts payable by the Allottee/s to the Promoter under this Agreement shall always be paid punctually by the Allottee/s to the Promoter and shall not be withheld by the Allottee/s/s for any reasons whatsoever.
61. In the event of the Society being formed and registered before the sale and disposal by the Promoter of all the flats, stilt, and other spaces, garages, gardens, terraces, compounds and car parking spaces in the Building and in the compound, the power, and authority of the society so formed of the Flat holders and the Allottee/s of Flat and other spaces and car parking spaces, shall be subject to the overall authority and control of the Promoter in respect of any of the matters concerning the said entire property/layout, the construction and completion thereof and all amenities pertaining to the same and in particular the Promoter shall have absolute authority and control as regards the unsold flats, garages, basement, stilt, terraces, compounds, other spaces, and car parking spaces and the disposal thereof. The Promoter shall be liable to pay only the Municipal taxes at actual rate in respect of the unsold flats. In case, the Lease is executed in favour of the Co-operative Society before the disposal by the Promoter of all the flats then in such event the Promoter shall join in Promoter/members in respect of such unsold premises and as and when such premises are sold to the persons of the choice and at the discretion of the Promoter, the Co-operative Society shall admit as members the Allottee/s/s of such premises/flats without charging any premium or any other extra payment.

62. The Allottee/s/s by himself or along with the other Allottee/s of the Building shall not be entitled to require Promoter to contribute any amount towards maintenance charges or out goings in respect of the flat/s which have remained unsold by the Promoter at any time. The Promoter will also be entitled to the refund of Municipal Taxes if any on account of vacancy of any flat/s in the proposed building.
63. The deposits that may be demanded by or paid to local authority or any other Planning or Municipal Authority for the purpose of sanctioning the plans and/or issuing the commencement certificate and/or occupation certificate and/or building completion certificate and/or giving water connection to the said building and the electric meter deposits to be paid to BSES Ltd., or Reliance shall be payable by all the flat holders of the said building in proportion to the respective costs of their flats/shops/units etc. The Allottee/s agrees to pay the Promoter such proportionate share of the Allottee/s of such deposits at the time of taking possession or within seven days of demand, whichever is earlier.
64. 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 Allottee/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 Allottee/s nor shall the same in any manner prejudice the rights of the Promoter.
65. The Allottee/s shall present this agreement as well as the conveyance at the proper registration office for the registration within the time limit prescribed under the Registration Act without fail and the Promoter will attend such office and admit execution thereof provided the Promoter are informed well

in advance about the same. In case of default, the Allottee/s shall only remain liable to penalty and/or punishment for his negligence.

66. All notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter, by Registered Post A.D. or Courier or notified Email ID or Under Certificate of Posting (UPC) at his/her address specified below:-

Allottee/s/s	
Name:-	_____
Address:-	_____
Email	ID:- _____
Promoter	
Name:-	_____
Address:-	_____
EmailID:-	_____

67. After possession of the Flat is handed over to the Allottee/s, if any additions or alterations in or about or relating to the Building and/or flat are required to be carried out by any statutory authority, the same shall be carried out by the Allottee/s and the other acquirers of the flats in the said building at his/her/their own costs, expenses, risks and responsibilities and the Promoter will not in any manner be responsible for the same.

68. The Promoter shall be at liberty to sell, assign or otherwise deal with or dispose off their right, title or interest in the Project Land/Larger Property or in the Building to be constructed by the Promoter but the same shall not affect the Flat purchased by the Allottee/s/s.
69. The Allottee/s agrees and confirms that Promoter shall also be entitled to utilise any portion of the Larger Property including terrace of the proposed building for the purpose or putting any hoarding illuminated or otherwise and neon signs and/or cable net-work station and/or Cellular Phone Receptors or station links or antennae or such other use as may be desired by the Promoter and such hoarding may be of such nature, type or mode as may be decided and desired by the Promoter without any consent or permission of the Allottee/s. However, in the event, any Municipal taxes and/or cesses or other amounts are payable to any local authorities including MBMC in respect of the said hoarding or installation of network stations as aforesaid, the same shall be borne and paid by the Promoter alone. The Promoter shall also be entitled to assign and sell the said rights in respect of the said user as envisaged in this clause to any person/s and for such consideration and on such and terms and conditions as may be decided by the Promoter without in any way being accountable to the Allottee/s/s herein. The Allottee/s shall not be entitled to demand any reduction in price of the Flat or object to the Promoter using the Property in the manner aforesaid on any ground whatsoever. For the purpose of the above, the Promoter, their nominees, agents, servants shall also be entitled to enter upon the Project Land for the purpose of putting up such hoarding/s and network station etc.. as well as for operating and maintaining the same from time to time.
70. This Agreement will be binding upon and ensure to the benefit of the Promoter, their administrators, successors and permitted assignees and will

be binding upon the Allottee/s and his/their/its legal heirs, executors, administrators, successors and his/her permitted assigns.

71. If at any time, any provision of this Agreement is declared void, invalid or unenforceable under the applicable law/s or under directions or orders of any judicial or other competent authority, the validity or enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby and this Agreement shall continue in full force and effect as if it had been executed without the invalid or unenforceable provision.
72. The Conveyance/Lease or any other instrument of transfer and all documents shall be prepared by advocates of the Promoter and shall contain covenants and conditions therein as the Promoter may deem fit and proper and other clauses which they think necessary and desirable.
73. The Allottee/s shall sign all papers and documents and do all other things that the Promoter may require him to do from time to time in this behalf including for safeguarding the interests of the Promoter and holders of other shops/offices/garages/parking spaces/hoarding space etc., in the Building on the Project Land.
74. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the terrace space in the front of or adjacent to the terrace flats in the said building, if any, shall belong exclusively to the Promoter unless sold by the Promoter to the respective Allottee/s/s of the terrace flat and in the event of sale thereof such terrace spaces shall be intended to and shall be for the exclusive use of the respective terrace Flat Allottee/s/s. The said terrace shall not be enclosed by the Allottee/s/s except with the permission in writing from the concerned local authority and the Promoter the society or as the case may be.

75. This Agreement constitutes the composite, complete, exhaustive agreement and contract between the Parties with respect to the sale of the Flat and supersedes all understandings, any other agreements, correspondence, brochure arrangements whether written or oral, if any, between the Parties. No amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. The Allottee/s/s hereby expressly admit/s, acknowledge/s and confirm/s that no terms, conditions, particulars or information, whether oral, written or otherwise given or made or represented, including those contained or given as promotional material including but not limited to advertisement, leaflet or brochure, or in any correspondence or other writing or document by the Promoter and/or their agents to the Allottee/s/s and/or his/her/their/its agents, other than such terms, conditions and provisions as are contained or incorporated in this Agreement, shall be deemed to form part of this Agreement or to have induced the Allottee/s/s to enter into this Agreement. This Agreement or any provision hereof cannot be orally amended, terminated or waived.

76. It is clearly understood and so agreed that forwarding this Agreement to the Allottee/s/s does not create a binding obligation on the part of the Promoter or Allottee/s/s until firstly, the Allottee/s/s signs and delivers this Agreement with all the schedules within 30 (thirty) days from the date of receipt by the Allottee/s/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee/s/s fail to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s/s for rectifying the default, which if not rectified within 15 (fifteen) days from the

date of its receipt by the Allottee/s/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever as mentioned hereinabove.

77. The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s/s and only after the Agreement is duly executed by the Allottee/s/s and Promoter or simultaneously with the execution of the said Agreement shall be registered at the office of sub-Registrar.
78. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project/Building/Flat shall equally be applicable to and enforceable against any subsequent Allottee/s/s of the Flat, in case of transfer, and the said obligation go long with the Flat for all intents and purposes.
79. If any provision of this Agreement shall be determined to be void or unenforceable under the Said Acts or Rules or Regulations made thereunder or under other applicable laws, such provision/s of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the Act/s or the Rule/s or Regulation/s made there under or the applicable laws, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
80. Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee/s in the Project, the same shall

be in proportionate to the carpet area of the Flat to the total area of all the Flats in the Building/Project Land.

81. This Agreement shall always be subject to the provision of the Acts and Rules and any other provisions of law applicable there under.
82. All costs, charges and expenses including stamp duty and registration charges payable in respect of this Agreement shall be born and paid exclusively by the Allottee/s/s only. The charges payable on all deeds, documents, instrument and writing incidental or related to the same, or to be executed in pursuance hereof or in connection with the formation of the Society as well as the costs, charges and expenses of preparing, engrossing, stamping and registering this and all other Agreements, covenants, deeds including Deed of Lease/Assignment or any other documents required to be executed by the Promoter and/or the Allottee/s/s and out of pocket expenses and all costs charges and expenses arising out of or under these presents as well as the entire professional costs of the Advocates or Solicitors for the Promoter including preparing and approving all such documents shall be borne and paid by the acquirers of the tenements or by the Society proportionately including the Allottee/s/s. The Promoter shall not contribute anything towards such expenses. The proportionate share of the costs, charges, and expenses payable by the Allottee/s/s shall be paid by the Allottee/s/s immediately on demand.
83. Any disputes or differences arising out of or in relation to this Agreement or the stipulations specified in the Acts or Rules have been satisfied or not, will be referred to the Competent Authority as specified in the Said Acts and/or the Arbitration of a Sole Arbitrator which will be mutually decided by the parties to this Agreement as provided under Arbitration & Conciliation Act, 1996 (as amended or re-enacted). The Arbitration proceedings shall be held in accordance with the provisions of the Arbitration and Conciliation Act,

1996 or any statutory modification or re-enactment thereof for the time being in force and seat of Arbitrator shall be Mumbai and language shall be English.

IN THE WITNESS WHEREOF the parties hereto have signed and delivered these presents hereto at Mumbai, the day and the year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THOSE pieces and parcels of land bearing (1) Survey No. 81, Hissa No.1,2,3(P1),4, 5, & 6, (2) (4) Old Survey No. 430, New Survey No. 95, Hissa No. 1, 2, (5) Old Survey No. 431, New Survey No. 93, Hissa No. Nil, (6) Old Survey No. 432, New Survey No. 94, Hissa No. Nil, (7) Old Survey No. 433, New Survey No. 92, Hissa No. 3, (8) Survey No. 27, Hissa No. 1, 2,3, 5, 6, 7, 8, & 9, 10A & 10B (9) Survey No. 28, Hissa No. 1, 2, 3, 4, 5, (10) Survey No. 29, Hissa No. 1, 3, (11) Old Survey No. 444, New Survey No. 128, Hissa No. 1, 3, 2A, 4, 5, (12) Survey No. 83, Hissa No. 1, & 2, (13) Survey No. 85, Hissa No. 1A, 1B, (14) Old Survey No. 443, New Survey No. 127, Hissa No. 1 (Pt.), 1 (Pt.), 2 (PT), (15) Survey No. 86, Hissa No. 1, 2,3, 4, 8A, 8B, 8C, (16) Survey No. 87, Hissa No. 1A, 1B, 1C, 1D, 2, (17) Survey No. 88, Hissa No. 1/1, & 3, (18) Survey No. 89, Hissa No. 1 & 3, (19), Survey No. 105, Hissa No. 1, & 2, (20) Survey No. 225, Hissa No. 1A, & 1C, (21) Old Survey no. 419, New Survey no. 106, Hissa No. Nil, (22) Old Survey no. 420, New Survey No. 116, Hissa No. 1, 2, 3 & 7A, (23) Old Survey No. 421, New Survey No. 117, Hissa No. 1A, 1B, 2, 3A, 3B, 5 & 6, (24) Old Survey no. 422, New Survey No. 103, Hissa No. 2, 3A, 4, 5, 6, 7, 8, 9, 10, & 11, (25) Old Survey no. 423, New Survey No. 105, Hissa No. 1, 3, 4, 5A, 5B, & 5D, (26) Old Survey no. 425, New Survey No. 100, Hissa No. 10 & 11, (27) Old Survey No. 429, New Survey No. 96, Hissa No. 1, 2, 3, & 5, (28) Survey No. 72, Hissa No. 1, 2, (29) Survey No. 73, Hissa No. 1, 2, 3, 4, (30) Survey No. 74, Hissa No. 1, & 2, (31) Survey No. 75, Hissa No. 1, 2, (32) Survey No. 79, Hissa No. 1, 3, 4,

(33) Old Survey No. 435, New Survey No.109, Hissa No. Nil, (34) Old Survey No. 436, New Survey No. 107, Hissa No. 2, 3, (35) Old Survey No. 437, New Survey No. 110, Hissa No. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, (36) Old Survey No. 438, New Survey No. 111, Hissa No. 1, 2, 3, & 6, (37) Old Survey No. 439, New Survey No. 112, Hissa No. 1, 2, 3, 4, 5, 6, 7, 8, & 10 (38) Old Survey No. 440, New Survey No. 113, Hissa No 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, (40) Old Survey No. 418, New Survey No. 126, Hissa No. 2, 3, 4, (41) Old Survey No. 417, New Survey No. 124, Hissa No. 7, (42) Old Survey No. 446, New Survey No. 130, Hissa No. 1, 2, 3, (43) Old Survey No. 447, New Survey No. 142, Hissa No. 3, 4, 5, (44) Survey No.43, Hissa No. 2, 4, 5, 6, (45) Survey No. 63, Hissa No. 1, 2, 3, 4, 6B, 7, 8, 9, (46) Survey No. 68, Hissa No. 1, 2, 3, (47) Survey No. 70, Hissa No. 1, 2, (48) Old Survey No. 424, Hissa No. 2, (49) Old Survey No. 428, Hissa No. 3, (50) Survey No.26, Hissa No. 1, 2, (51) Survey No.30, Hissa No. 7, 8, (52) Survey No.224, Hissa No. 1C, (53) Old Survey No. 445, New Survey No. 129, Hissa No. Nil, (54) Survey No. 67, Hissa No. 1, 2, (55) Old Survey No. 442, New Survey No. 115, Hissa No. 1, 2, 3, (56) Survey No. 71, Hissa No. 1,2, (57) Survey No. 234, Hissa No.1, (57) Survey No. 64, Hissa No. 1, 2, 3, 4, Survey No. 56, Hissa No. 8, (58) Survey No. 55, Hissa No. 2, (59) Survey No. 232, Hissa No. 1A, 1B, 1C, 2A, & 2B, (60) Survey No. 41, Hissa No. 1, & 4A, (61) Survey No. 226, Hissa No. 1, & 2, (62) Survey No. 228, Hissa No. 1B, 2, & 3, (63) Survey No. 82, Hissa No. Nil, approximately total admeasuring about 7,46,113.44 sq. meter i.e. equivalent to 892344.24 sq. yards, amongst the area admeasuring 252175.69 sq. meter admeasuring area falling under Costal regulatory Zone (CRZ) situated at Village Ghodbunder & Navghar, Taluka & District Thane, the registration District and Sub District of Thane, within the limits of Mira Bhayander Municipal Corporation.

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of land being "Sector 1" being developed on the property bearing Survey No.26 Hissa No. 1 and 2, Survey No.27, Hissa

No.1, 2, 3, 5, 6, 7, 8, and 9, Survey No. 27 Hissa No.10/A and 10/ B, Survey No. 28 Hissa No. 5, Survey. No. 29, Hissa No. 3, Survey No.30, Hissa No.7 (Pt), Survey No. 87, Hissa 1/C and 1/D, and Survey No. 224Pt), approximately having total area admeasuring _____ sq. meters equivalent to _____ Sq. Yards situated, lying and being at Village-Ghodbunder, Tal & Dist-Thane within the Limits of MBMC, and bounded by:-

On or towards the East : by D. P. Road ,

On or towards the West: by D. P. Road

On or towards the North: by D. P. Road

On or towards the South : by D. P. Road & Survey No.

THE THIRD SCHEDULE ABOVE REFERRED TO

- ALL THAT piece and parcel of "Project Land", admeasuring 581.93 sq. mtrs., appurtenant to the Building namely "ASTER" comprising of Two Buildings viz: (1) Type "H" Wing "A" comprising of Stilt + 16 upper floors & (2) Type "G" Wing "B", comprising of Stilt + 17 upper floors & Wing "C" comprising of Stilt + 16 upper floors on the portion of Survey No. 27, Hissa No.8 and 9, of Village-Ghodbunder, Taluka and District- Thane, of "Sector 1" within the limits of the Mira Bhyandar Municipal Corporation.

THE FOURTH SCHEDULE ABOVE REFERRED TO

Flat/Shop No. _____ on _____ Floor in the Bldg namely "ASTER" Wing "___" Carpet area admeasuring about _____ sq. Meter (Flat area _____ sq. mtrs. + Balcony area _____ sq. mtrs. + Deck area _____ sq. mtrs.) in the project Known as "ASTER" being constructed on the part portion of property bearing Survey No. 27, Hissa No. 8 & 9 being lying and situate at Village- Ghodbunder, Taluka & Dist – Thane of Sector-1, within the limits of the Mira Bhyandar Municipal Corporation.

SIGNED, SEALED AND DELIVERED)

By the withinnamed "PROMOTER")

M/S. RAVI DEVELOPMENTS,)

Through its Partner)

MR. JAYESH T. SHAH)

In the Presence of)

1) _____)

2) _____)

SIGNED SEALED AND DELIVERED)

By the withinnamed 'Allottee/s')

_____)

_____)

_____)

in the presence of _____)

1) _____)

2) _____)

RECEIPT

RECEIVED the day and year first)

hereinabove written of and from the)

with in named Flat/Shop Purchaser/s a sum of)

Rs. (Rupees)

..... only))

being the amount of earnest money to be)

paid by them to us by cash/cheque No..)

..... on)

dated)

(Subject to realization of Cheque))

Rs /-

WE SAY RECEIVED

For M/S. RAVI DEVELOPMENTS.

PARTNER

(Promoter)

Dated This ____ Day of, ____ 2017

M/S. RAVI DEVELOPMENTS

... "THE PROMOTER "

AND

SHR1/SMT/M/S. _____

... "ALLOTTEE/S"

AGREEMENT FOR SALE