

hereafter, the unused portion of the Maximum FSI Potential available as per any Regulation, for the time being in force. The Flat Purchaser/s shall not be entitled to object to or interfere with the utilization of such FSI by the Developer or its nominees or assigns at any time hereafter.

24. Subject to the terms of the Agreement and the Developers abiding by the construction milestones, the Purchaser shall make all payments, on demand by the Developers, within the stipulated time as mentioned in the Payment Plan herein through A/ c Payee cheque/demand draft or online payment (as applicable) in favour of ' Seaprincess Realty' payable at Mumbai.
25. The Developer shall intimate to the Purchaser/s, demanding payment of the installments of the purchase price payable by the Purchaser/s within the period mentioned in such intimation, which intimation shall be sent to the Purchaser/s by the Developer when the same falls due as per clause six (6) hereinabove. It is expressly agreed by the Purchaser/s that the time for payment of each of the aforesaid installments of the purchase price as stated in the intimation to be sent to the Purchaser/s as mentioned hereinabove and in respect of all other amounts payable under these presents by the Purchaser/s to the Developer shall be "ESSENCE OF THE CONTRACT".
26. On the Purchaser/s committing default in payment on due date of any amount payable by the Purchaser/s to the Developer under this Agreement; including payment of any installment/s of the said purchase price as aforesaid the Purchaser without prejudice to any other rights of the Developers under the provision of RERA Act and the rules framed thereunder shall be liable to pay the same with interest thereon calculated on the basis of the State Bank of India's marginal cost of lending rate plus two (2) percentage provided in case the State Bank of India marginal cost of lending rate is not in use it would be replaced by such benchmark lending rate which the State Bank of India may fix from time to time for lending to the General Public.
27. Without prejudice to the rights of the Developers to charge interest in terms of Clauses ____above, on the Purchaser

committing default in payment on due date of any amount due and payable by the Purchaser to the Developers under this Agreement (including his/her) proportionate share of taxes levied by concerned local authority and other outgoings) & charges and on the Purchasers committing three defaults of payment of installments, the Developers shall at their own option, may terminate this Agreement after giving notice of 15 days in writing to the Purchasers, by Registered Post AD at the address provided by the Purchaser or mail at the email address or address any such, provided by the Purchasers, of Developers' intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. if the Purchasers fails to rectify the breach or breaches mentioned by the Developers within the 15 days notice then at the end of such notice period, this Agreement shall stand terminated and that upon termination of this Agreement as aforesaid, the Developers shall (a) be entitled and authorized to unilaterally forfeit ten (10%) percent of the consideration paid as and by way of advance amount, (b) ____% or Rs._____-/- agreed and quantified liquidated damages and repay the balance amounts, if any, till then paid by the Purchaser/s to it and (c) the amounts if any paid by the Developers to any Real Estate Agent/Broker as Brokerage/Commission. The Developer shall not be liable to pay to the Purchaser/s any interest on the amounts so refunded and a refund of the aforesaid amount shall be refunded by the Developers, without interest.

28. The refund of the money payable to the Purchaser/s as mentioned hereinabove shall be paid by the Developer to the Purchaser/s within 30 days after the termination of this Agreement. The Developer shall be entitled to sell the said flat in favour of any other party immediately on termination of this Agreement. The Purchaser/s herein will have no right to object to such sale /disposal of said flat by the Developers. The Purchaser/s also agrees that sending of the said amount of refund by cheque by the Developer to the Purchaser/s at the address given by the Purchaser/s in these presents, whether presented by the Purchaser for

encashment or not will amount to the refund of the amount so required to be refunded. Without prejudice to the aforesaid, the Developer will be entitled to exercise a first lien and charge on the said flat in respect of any amount or interest thereon remaining unpaid by the Purchaser/s under the terms and conditions of this agreement. Provided further that the same shall be applicable, even if the Purchaser/s while creating a Charge and/or Mortgage on the said Flat, has/ have taken any Loan from a Bank and/or a Financial Institution and Developer shall have a priority over the Charge of the Bank and/ or the Financial Institution, as the case may be. The Purchaser/s does hereby agree and undertake that he will not sell dispose of or otherwise deal with the said flat or in any manner part with possession thereof during the subsistence of such a charge of the Developer on the said flat.

29. The Purchaser/s authorizes the Developers to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Developers may in its sole discretion deem fit and the Purchaser/s undertakes not to object/demand/direct the Developers to adjust his payments in any manner.
30. In the event on completion of the construction of the buildings/wings/phase any floor space index remain unutilized the Developers shall be entitled to amend the sanctioned plan and utilize the same by constructing additional flats/ units and such extra Floor Space Index shall be exclusive rights of the Developers.
31. The Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Developers with such permission, approvals which would enable the Developers to fulfill its obligations under this

Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Developers accepts no responsibility in this regard. The Purchaser shall keep the Developers fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Developers immediately and comply with necessary formalities if any under the applicable laws. The Developers shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser and such third party shall not have any right in the application/allotment of the said Flat applied for herein in any way and the Developers shall be issuing the payment receipts in favour of the Purchaser only.

32. The Purchaser 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 Developers as provided in ("Payment Plan"). The Developers in their sole discretion shall be absolutely entitled to expeditiously complete the project then time schedule for completion of each milestone submitted to the competent authority appointed under the RERA Act. It is agreed that the Purchaser in that event the Purchaser shall be liable to pay and hereby agree and covenant to pay the installments on completion of each milestone and shall not delay the installments on the ground that the he/she is liable to pay

the installments on respective time schedule dates and not on completion of each milestone.

33. The Purchaser has seen the specifications of the said Flat and accepted the Payment Plan, floor plans, layout plans (annexed along with this Agreement) which has been approved by the competent authority. The Developers shall develop the said Project in accordance with the said layout plans, floor plans and specifications.
34. Schedule for possession of the said Flat. The Developers agrees and understands that timely delivery of possession of the Flat is the essence of the Agreement. The Developers, based on the approved plans and specifications, assures to hand over possession of the Flat on or before _____, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature, any government notification, circular, any order of the court, shortage and/or non-availability of construction material, labour, electricity, water or due to any such cause beyond the control of the Developers affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Purchaser agrees that the Developers shall be entitled to the extension of time for delivery of possession of the said Flat, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser agrees and confirms that, in the event it becomes impossible for the Developers to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Developers shall refund to the Purchaser the entire amount received by the Developers from the Purchaser within 45 days from that date without interest. After refund of the money paid by the Purchaser, Purchaser agrees that he/ she shall not have any rights, claims etc. against the Developers and that the Developers shall be released and discharged from all its obligations and liabilities under this Agreement.
35. The Developers, upon obtaining the occupancy certificate from the competent authority shall offer in writing the

possession of the said Flat, to the Purchaser and the Purchaser hereby agree/s to take possession thereof within 3 (three) months from the date of issue of such notice. The Developers agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developers to be observed and fulfilled. the Flat Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to floor area the said flat). The maintenance charges as well as of all outgoings in respect thereof including of the Said Building, and other recreation areas i.e all, local taxes, betterment charges and all other levies levied by the concerned local authority and/or Government, water charges, insurance, charges for common lights, repairs and salaries of clerks, bill collectors, chowkidars, security agency, sweepers and other agency appointed for due administration of said building and all other expenses necessary and incidental to the management and maintenance etc. of the said Building. Until such Society is formed and the management of the Said Building is handed over to the such society, the Flat Purchaser/s shall pay to the Developer, such proportionate share of outgoing as may be determined by the Developer. Until the actual quantum of such taxes and other outgoing are finalized, the Flat Purchaser shall be liable to pay on ad-hoc basis a sum of Rs.....(Rupeesonly) per month, as the proportionate share of the Said flat in such taxes and outgoings. If upon the finalization of such taxes and other outgoings, the actual quantum of the monthly outgoings (including taxes) is found to be less than the said amount, the Developer shall refund to the Flat Purchaser/s, the excess amount paid (without interest) till then; and if, on the other hand, the actual taxes and other out goings are found to be more than the aforesaid ad-hoc amount, the Flat purchaser/s shall, forthwith on demand, pay to the Developer the deficit amount. The Flat Purchaser/s undertakes to pay such provisional monthly outgoings and such proportionate share of outgoings regularly on the 5th day of each and every month in advance

and shall not withhold the same for any reason whatsoever, determined by the Developers/Society, as the case may be. The Developers shall offer the possession to the Purchaser in writing within 15 days of receiving the occupancy certificate of the Project/Building.

36. The Developer shall be at liberty and is entitled to complete any portion /floor/wing/part of the Building/s and apply for and obtain Part Occupation Certificate therefore. Upon receipt of such certificate Developer shall offer possession of said flat to the flat Purchaser by written notice. When the Purchaser shall without any demur objection or claim take possession of the Flat on the basis of such Occupation Certificate in such an event, the Developer shall without any hindrance or objection by the Purchaser be entitled to carry out by itself or through its Contractor or otherwise the remaining work in respect of the Building even if the same cause any nuisance and announce to the Flat Purchaser.
37. On making full payment of all the amounts due under this Agreement, the flat Purchaser, who are for the time being owners of the Flat, will be entitled to use the facilities of the Recreation Center/ and/or Gymnasium which is proposed to be constructed within the compound of the said Building. Upon such terms and conditions as Developers may decide.
38. The Purchaser shall bear and pay on demand all the taxes including the VAT, Service taxes, taxes or Royalty and levies of GST any nature whatsoever as and when applicable in addition to the amounts payable alongwith other incidental expenses hereunder.
39. The Flat Purchaser/shall take possession of the said flat within three months of the Developer giving Notice to the Flat Purchaser/s intimating that the said Flat is ready. Upon receiving a written intimation from the Developers, the Purchaser shall take possession of the said Flat from the Developers by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developers shall give possession of the said Flat to the Purchaser. In case the Purchaser fails to take possession within three months from date of notice irrespective of the same, the Purchaser shall continue to be

liable to pay maintenance charges as applicable, with effect from date of receipt of Occupation Certificate. Upon possession of the said flat being delivered to the Flat Purchaser/s, he/she/they shall be entitled to the absolute use and occupation of the said Flat and as incidental thereto, exclusive right to use car parking space allotted to him/her/them in pursuance hereof, Upon the Flat Purchaser/s taking possession of the said Flat, he/she shall not be entitled to any claim against the Developer in respect of any item of work in the said Flat, being not to have been carried out or completed. The only liability and responsibility of the Developer shall be the statutory liability under Section 7 (2) of the said Act.

40. If the Purchaser proposes to cancel/withdraw from the project without any fault of the Developers, the Developers herein is/shall forfeit the booking advance amount paid for the allotment. The balance amount of money paid by the Purchaser shall be returned by the Developers to the Purchaser within 45 days of such cancellation, without interest and after deducting lawful dues like if the Developer has paid any brokerage on the transaction plus accrued interest thereon and in the event at the said relevant time the price/value of the premises has stand reduced then such price difference. Similarly no refund shall be made of the amount paid towards, VAT, Service Tax, GST or towards any tax or statutory levy, development charges etc.
41. The Flat Purchaser/s shall use the said Flat or any part thereof or permit the same to be used only for the purpose of residence only. The Flat Purchaser/s shall use the said car parking space so allotted to his/her/them for the purposes of parking his/her/their /own light vehicles only. The Flat Purchaser/s agrees not to use the same for any purpose which is not permitted under law.
42. The Purchaser/s shall be liable to bear and pay to the Society the proportionate share (i.e. in proportion to the area of Flat) of outgoing in respect of the said flat namely local taxes, betterment charges, water charges, insurance, common light repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and

incidental to the management and maintenance of the said building from the date the developers have offered possession of the Flat with Occupation/Completion Certificate.

43. The Developer shall always be entitled to sign on behalf of the Purchaser/s, undertakings and indemnities required by the MCGM or any State or Central Government authority or Competent Authority under any law concerning construction of building and/or for implementation of any scheme of development of the said property. The Purchaser/s hereby expressly agrees to ratify, confirm and abide by and fulfill any such undertakings and indemnities executed or given by the Developer. However, by executing such writings, declarations etc. no personal liability or responsibility shall be imposed upon Flat Purchaser/s.
44. The Developer has informed the Flat Purchaser/s and the Flat Purchaser/s is/are aware that at any time, including after the Developer has completed the construction of the said Flat, the Developer shall be entitled, at its' absolute discretion or as a required by the concerned authorities, from time to time, to vary, amend and/or alter the plan of the Said Building and/or any other buildings to be constructed upon the said property and the layout plan, to amalgamate the said property with any other adjoining property and/or sub-divide the same or any part thereof, even after such amalgamation. As a consequence of such variation, amendment and/or alteration in the plans as aforesaid, the Developer shall also be entitled to construct, as per the sanctioned amended plans, additional floors on or additional wings to the Said Building and/or additional, independent buildings and/or additional wings and/or additional construction by way of extension of one wing to the Said Building and/or any other building on the said Property and/or of such amalgamated/sub-divided property. The Flat Purchaser/s hereby irrevocably agree/s and give/s his/her/their consent to the Developer to carry out amendments, alterations, modifications and/or variations in the plans Said Building. The Flat Purchaser/s hereby agree/s to give all the facilities and assistance that the

Developer may require from time to time, but at the cost and expenses of the Developer, so as to enable the Developer to complete the development of the Said Property in the manner that may be determined by the Developer in all respect.

45. As the said property shall be developed in phased manner it is hereby expressly agreed and recorded as follows:-

- (a) The Developer will within three year of (i) the completion of the Said Building, (ii) all the Flats in the Said Building being sold (iii) all amounts receivable under the Agreements for Sale in respect of all the Flats in the Said Building being received and realized by the Developer, and (iv) after utilizing consuming and exploiting the entire F.S.I. that may be available in respect of said property and after taking benefit of the F.S.I. that may be available to the Developer by way of T.D.R. under the provisions of the D. C. Rule and/or any other law, the Developer shall form and register or cause to be formed and registered a co-operative Society or association or a limited company to be known by such name as the Developers may decide (such society) of the Flat Purchasers in the Said Building, or, at the option of the Developer, form one society of the Flats Purchaser of the Said Building and/or one or more other buildings within the said Property and/or said project land, and/or separate societies of the different buildings, under the provisions of the Maharashtra Co-operative Societies Act, 1960 ("the Society"). The Flat Purchaser/s, along with purchasers of the other Flats in the said Building, shall join in forming and registering the such Society; and for this purpose, also, from time to time, within 15 days of being called upon to do so, sign and execute the necessary documents for the formation and registration of the such Society, including applications, forms, declarations, affidavits, indemnities or any other documents and papers as may be necessary from time to time as well as the Bye-laws, Rules, and Regulations

of the Society. PROVIDED ALWAYS and it is hereby expressly agreed that;

- (i) The Flat Purchaser/s shall be bound, from time to time, to sign all papers and documents and to do all acts, deeds, matters and things as may be necessary for safeguarding the interest of the Developer and of the other Purchasers of the other Flats in the Said Building.
- (ii) The Developer shall not be obliged to form the Society unless the Developer has received full payment of all amounts due and payable to the Developer by all the purchasers of Flat in the Said Building.
- (iii) Not with standing what is stated hereinabove, the Developer in its sole discretion forms and register the society. In the event of the such Society being formed and registered before the sale and disposal of all the flats in the Said Building, the power and authority of the said such Society so formed, shall always be subject to the overall authority and control or the Developer in respect of any of the matters concerning the Said Building, the construction of additional floors thereon and all amenities pertaining to the same; and in particular, the Developer shall have the absolute authority and control as regards all the unsold Flat in the Said Building and the disposal thereof. The Developer shall be liable to pay the municipal taxes at actual only in respect of the unsold Flat. Further, the Developer shall join, as the Promoters/members, in respect of such unsold Flat. As and when such Flat are sold by the Developer, the such Society shall be bound to admit, as members, the purchaser/s of such Flat without charging any premium or other extra payment or charges.
- (iv) The Flat Purchaser/s and/or the Society and/or Apex body or federation shall not raise

any objection and/or cause any hindrance in the exercise of all or any of the rights reserved to the Developer hereunder.

- (b) The Developer shall be entitled, at any time, to transfer and/or assign development rights and/or grant sub-development rights, in respect of the remaining portion of the Said Property or any part/s thereof and/or said project land (either as per the present layout or any amended layout) by utilizing the balance Maximum FSI Potential or part/s thereof, as the case may be, to any third party ("Transfer of Development Rights"), for such consideration and on such terms and conditions as the Developer may in its absolute discretion deem fit; and in such event, the Transferee of Development Rights shall be responsible for the formation of the co-operative society/s of the building/s constructed by transferee whereas, the Developer and such Transferee of Development Rights shall be jointly and/or severally responsible for the formation of the, societies and/or Apex body Federation of Societies, as mentioned herein.
- (c) Within three years of the registration of such co-operative societies or body of all the buildings and utilization of the Maximum FSI Potential, whichever is latter, if Developer think fit and proper and/or desirable the Developer will form a such Society or Apex Body / Federation of the all the Co-operative Societies within the said Property and/or with the said project land as contemplated under the concern Law, shall be formed and registered (hereinafter referred to as the "Federation") and/or such society;
- (d) Upon completion of entire project by the Developers and/or said KRUPPL, the Developer shall call upon the said KRUPPL(i.e. RUL) and/or Owners, through said KRUPPL(in pursuance of the said Consent decree dated 13th January, 1984 passed in Bombay High Court Suit No. 2291 Of 1983) interalia, read with said consent decree dated 12th March 1990 pass in Bombay High

Court, suit no 1311 of 1989 to convey and/or to cause to convey and transfer the said property and/or part thereof and/or said project land to the concern societies and/or said Apex body or Federation by way of Conveyance or a perpetual Lease, and simultaneously the Developer shall convey and transfer the buildings (including the Said Building) to such respective Society, by executing, jointly with the KRUP (i.e RUL) and/or Owners, a Deed of Conveyance/ Deed of Lease or any other document of transfer as may be required.

- (e) The Deed of Conveyance, Lease Deed or any other document of transfer shall be prepared by the Attorneys/Advocate of the Developer. All charges for preparing such documents, as well as the stamp duty and registration charges, in respect of the document/s of transfer shall be borne and paid by the Flat Purchasers/ members of all the co-operative societies (being the members of the Federation and/or such society) in the same proportion as the built-up area of the respective Flat bears to the total built-up area of all the Flats in all the buildings.

- 46. The flat Purchaser is aware that the Developer may appoint a agency and/or manager to manage the said Society federation and/or Apex body and/or its administration and/or property, the Buildings thereon and /or the facilities/amenities provided and/or to provide other required services within the said building and/or Property and/or within project land . All costs, charges and expenses that may be claimed by such service agency and/or manger shall be to the account of and borne by all Flats Purchasers and/or concern Society/ Federation, Apex body as the case may be. These costs shall be shared by the Purchasers on prorated basis determined by the Developer and /or said Agency and/or manager . The Purchaser agreed to be bound by the rules and regulations that may be framed by such service Agency and/or manager. The service provided by said Agency and/or manager shall not be extended or continued

unless and until it is mutually agreed between the concerned society/Federation or Apex Body and such service agency/manager.

47. It is clarified and the Flat Purchaser agrees and understand that irrespective of the possession of the said Flat being given to the Purchaser and/or the Management being given to the adhoc committee of the Flat Purchasers and/or such society the rights under this clause and/or under this Agreement reserved for the Developer for exploiting the potentiality of the said property described in the Schedule hereunder written shall be subsisting and shall continue to vest in the Developer till the Document of Transfer is executed in favour of the Ultimate Organization and the Developer shall be entitled to execute such Deed of Transfer or procure the such Deed of Transfer reserving such rights in the said property in favour of the Developer subject to the terms setout herein. The Deed of Transfer shall be executed on completion on the said Developers entire project upon said property provided all the Flats in the all Buildings upon the said property are sold and full payments are received by the Developer.
48. The Flat Purchaser/s shall have no claim, save and except in respect of the said Flat. All open spaces, lobbies, staircases, parking spaces, stilts, gardens, terraces and common amenities, swimming pool, club and other aforesaid reservations . Flats and spaces (including un-allotted/ sold Flats) in the said Building, and or unsold buildings will remain the property of the Developer until the Said Building same are transferred to the Society /Federation or Apex Body as aforesaid.
49. The Developer hereby agrees that it shall, before the execution of a Deed of Conveyance/ lease and/or any other document of transfer of the land comprised in the said Property in favour of the Society/ Federation/ Apex body or such organization and of the buildings to the respective Societies, ensures that the said Property is free from all encumbrances. The said document of transfer shall be in such form and contain such terms and conditions as the Developer may in its absolute discretion determine.

50. In the event of the default on the part of the Flat Purchaser/s to pay the aforesaid provisional outgoings and/or maintenance charges on or before the said stipulated date, the Flat purchaser/s shall be liable to pay interest at the rate of 18% per annum; and in case any amounts are not paid despite having fallen due, the Developer shall be entitled to adjust such arrears against amount of deposit lying with the Developer as mentioned in following Clause; and the flat Purchaser/s shall reimburse to the Developer the amounts so deducted and shall always maintain with the Developer the said amounts of deposit.
51. The Flat Purchaser/s shall, on or before taking delivery of possession of the said Flat, also pay to the Developer the following amounts:
- (i) Rupees 360/- towards share money, application entrance fee of the Society/Association as the case may be.
 - (ii) Rupees/- Towards provisional monthly contribution /outgoings of Municipal Taxes, water bills, other utility common electricity bills, maintenance charges, charges for maintenance or all common amenities and facilities security agency charges and other expenses of the society, for 18 months, from the date of possession and subject to the revision thereafter as per market conditions.
 - (iii) Rupees 10,000/- towards electric meter, and water meter and the same is non-refundable and accountable.
 - (iv) Rupees 10,000/- Towards legal charges & Formation and registration of Society/Association/Federation and the same is non-refundable and accountable. Plus service tax/GST as applicable.
 - (v) Rupees 35,000/- charges for providing recreation centre, including Health Club (within the compound of said building) and/or Gymnasium and same is non accountable and refundable .
 - (vi) Rupees 50,000/- charges for club membership (corpus fund etc.)