

<<On the Letterhead of D. K. REALTY (INDIA) PRIVATE LIMITED>>
LETTER OF ALLOTMENT

To,

Dear Sir,

Subject: Provisional allotment of Flat No. _____ admeasuring _____sq. mtrs. of carpet area, on the _____ floor in _____Wing comprised in the said Building **“LIVSMART”** , situated at Premier Road, opposite Don Bosco Institute of Technology, Kurla(W) Mumbai – 400 070.

1. In pursuance of your application dated _____ and subject to you agreeing to the terms and conditions as set out therein, this is to confirm and record that we have agreed to allot, a flat bearing no. _____ admeasuring _____sq. mtrs. carpet area, on the _____ floor in _____Wing (hereinafter referred to as the **“said Flat”**) comprised in the said Building **“LIVSMART”** situated at Premier Road, opposite Don Bosco Institute of Technology, Kurla(W) Mumbai – 400 070 (hereinafter referred to as the **“said Project”**) for the aggregate consideration of Rs. _____/- (Rupees _____ Only) (hereinafter referred to as the **“said Sale consideration”**) including Rs. _____(Rupees _____Only) being the proportionate price of the common areas and facilities appurtenant to the said Flat. The said Sale Price shall be subject to Tax Deduction at Source (“TDS”) as may be required under prevailing law.

2. The said sale consideration is exclusive of all Taxes, levies, cesses, Goods and Service Tax, Service Tax, Value Added Tax etc. or any other similar taxes, whatever named called, which may be levied in connection with the construction of the said flat and the said project applicable upto the date of handing over the possession of the said flat, which shall be paid by you from time to time as and when demanded by us.
3. You have paid an advance of Rs. _____/- (Rupees _____Only)and agreed to pay us the balance payment of Rs. _____/- (Rupees _____Only) in accordance with the payment plan as set out in the draft agreement for sale uploaded in the RERA website. In addition to the said Sale consideration and taxes and levies mentioned above you shall also be liable to pay us certain additional amounts towards deposits, legal charges and costs of formation of organization/ co-operative society, Stamp Duty and registration charges, Development charges, Provisional maintenance charges and 12 months advance maintenance etc, as will be more specifically mentioned in the agreement for sale proposed to be executed between us.
4. Please take note that the allotment of Flat made hereunder is a provisional allotment and the same is subject to you performing all your obligations including executing and registering the Agreement for Sale, making timely payments of the sale consideration, etc.
5. You agreed and confirm that you have physically inspected the site whereupon the said project is being constructed and have also inspected all the documents of title and permissions and have satisfied yourself about our rights to develop the said project, relying on which the allotment of the said flat is being made in your favor.

6. You agree that you shall execute and register the agreement for sale with respect to the said Flat in the format provided within _____ days from the date hereof failing which we shall be entitled to cancel the allotment made herein and forfeit the advance paid by you in respect of the said flat.
7. It is specifically agreed by and between us that the timely payment of the sale consideration in accordance with the payment plan as set out in the agreement for sale by you shall be the essence of contract. In the event you commit default in payment on the due date of any amount due and payable by you to us (including your proportionate share of taxes levied by concerned local authority and other outgoings) for more than 15 days, then, we shall be entitled at our discretion to terminate the Allotment, provided that, we may give notice of fifteen days in writing to you by Registered Post AD at the abovementioned address of our intention to terminate this contract and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate this contract. If you fail to rectify the breach or breaches mentioned by us within the period of notice then at the end of such notice period, we shall be entitled to terminate this contract. Provided further that upon termination of this contract as aforesaid, we shall forfeit the consideration that has been paid till date to us with maximum of 10% of the said Sale Price without any reference or recourse to you towards liquidated damages which you agree, confirm and acknowledge to constitute a reasonable, genuine and agreed pre-estimate of damages that will be caused to us. After deduction as mentioned hereinabove, we shall refund balance money, if any, to you without interest (subject to adjustment and recovery of the liquidated damages or any other amount which may be payable to us) within a period of 30 (thirty) days of the termination towards full and final settlement.

Further, on termination of this contract, you shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against us or against the said Flat or under this contract. Further, upon termination we shall be entitled to deal with or dispose off the said Flat in the manner as we may deem fit without any reference or recourse to you.

8. The terms and condition referred to herein and the Terms and condition set out in the Draft Agreement for Sale uploaded on the RERA website shall form integral part of this Allotment and shall binding you, your legal heirs and successors, draft whereof has been perused and understood by you.

Dated this day of 2017.

Thanking you,

Yours faithfully,

I/We agree and confirm aforesaid
the terms of allotment

For D K REALTY (INDIA) PRIVATE LIMITED

**Authorised Signatory
Purchaser)**

(Signature of Flat

AGREEMENT FOR SALE

THIS AGREEMENT made at Mumbai, this _____ day of _____ Two Thousand and Seventeen.

BETWEEN

D. K. REALTY (INDIA) PRIVATE LIMITED, a company, incorporated under the provisions of the Companies Act, 1956, having its registered office at 8, Abhishek, Dalia Industrial Estate, Off New Andheri Link Road, Andheri (W), Mumbai 400 053 hereinafter referred to as “**Promoter**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **ONE PART**;

AND

Mr./Ms./M/s._____

_____ adult, Indian Inhabitants / NRI/ OCI/ PIO/ a Partnership Firm / a Company registered under the Companies Act, 1956 / Companies Act, 2013, resident of / carrying on the business at/ having its registered office at

_____, hereinafter referred to as the “**Allottee**”/ “**Purchaser**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his / her successors in the title and assign) of the **OTHER PART**;

WHEREAS:

- A. Premier Automobile Limited (PAL) was the owner of and well and sufficiently entitled to inter-alia all that piece and parcel of land or ground together with building and structures standing thereon bearing Plot No. 17 (part), Suburban Scheme No.1, Kurla, corresponding to CTS Nos. 637(part), 637/44 to 46, 637/49 (part), 637/53 (part), 637/54 to 56, 637/58 (part), 637/59 to 77, 637/78 (part) , 637/87 to 121 aggregately admeasuring 2,13,967.30 sq. mtrs. or thereabouts, Village Kurla II, Taluka Kurla, situate, lying and being at Premier Road, Off Lal Bahadur Shastri Marg, Taluka Kurla, District Mumbai Suburban, Registration and Sub Registration District of Mumbai Suburban and more particularly described in **the First Schedule** hereunder and shown in red colour boundary line on the plan annexed and marked as **Annexure “A”** hereto (hereinafter referred to as the “**said Larger Property**”).
- B. By a Deed of Conveyance dated 30 March 1998, made and entered into between PAL, therein referred to as Transferor of the One Part and IND Auto Ltd., therein referred to as Transferee of the Other Part and registered with the Sub Registrar of Assurances, Bombay under Serial No. Bom/BBJU/1456/1998, PAL sold, transferred and conveyed the said Larger Property unto IND Auto Limited, on the terms and conditions contained therein.
- C. Subsequent thereof, name of IND Auto Limited was changed to Fiat India Private Limited and a Fresh Certificate of Incorporation Consequent on Change of Name dated 8 May 2000 was issued by the Registrar of Companies.

- D. Fiat India Private Limited was operating an industrial unit/factory from the said Larger Property and as such applied to the Labour Department of the Government of Maharashtra for requisite no objection certificate for sale of the said Larger Property.
- E. By a letter bearing reference no. KA/NOC/CN.564/2007 dated 13 September, 2007, the Labour Department of the Government of Maharashtra granted No objection Certificate for sale of the said Larger Property on the terms and conditions contained therein.
- F. Thereafter, by a Deed of Conveyance dated 31 October 2007, made and entered into between Fiat India Private Limited, therein referred to as the Owners of the One Part and IKG Associates (being an association of persons comprising of Gorakhpur Expressway Ltd., Infrastructure Leasing & Financial Services Ltd. and Kohinoor Planet Constructions Pvt. Ltd.), therein referred to as the Purchasers of the Other Part, and registered with the Sub Registrar of Assurances, Bandra under Serial No.BDR-13/8326/2007, Fiat India Private Limited sold, transferred and conveyed the said Larger Property unto IKG Associates on the terms and conditions contained therein.
- G. By a Development Agreement dated 31 March 2008, made and entered into between IKG Associates, therein referred to as the Owners of the One Part and Housing Development and Infrastructure Limited (“**HDIL**”), therein referred to as the Developers of the Other Part, IKG Associates granted to HDIL, development rights in respect of the said Larger Property on the terms and conditions contained therein.
- H. The Slum Rehabilitation Authority (hereinafter referred to as “**SRA**”) and HDIL proposed to create additional housing stock of rehabilitation tenements which is to be utilized for rehabilitating project affected persons of vital public purpose projects of Government or its agencies.
- I. Accordingly, HDIL submitted rehabilitation proposal in respect of the said Larger Property to SRA for approval as Slum Rehabilitation Project under Clause 3.11 read with 3.5 and 3.19 of Appendix IV in respect of Regulation 33 (10) of Development Control Regulation for Greater Mumbai, 1991 (“**D.C. Regulations**”) as modified by Government Notification No. 1095/1209 / CR/ 273/95/UD-II dated 15 October 1997 (hereinafter referred to as “**Slum Rehabilitation Proposal**”). The Slum Rehabilitation Proposal inter-alia provides that HDIL, at its own cost and expenses, shall construct about 15,914 tenements each admeasuring 25 sq. mtrs. carpet area and 477 units

of Balwadis, Welfare Centres, Society Offices etc. or such other rehab units as may be sanctioned and to be handed over to SRA.

- J. In lieu of the construction to be carried out by HDIL at their cost as per the Slum Rehabilitation Proposal, SRA agreed to give to HDIL, (i) benefits of Transferable Development Rights (hereinafter referred to as “**TDR**”) and Development Rights Certificate (hereinafter referred to as “**DRC**”) for the grant of such TDR as contained in Appendix VII-B of D.C. Regulation and (ii) also the benefit of free sale component to be constructed on the said Larger Property.
- K. Pursuant to application of HDIL, SRA approved the scheme of Slum Rehabilitation Proposal and issued Letter of Intent bearing No. SRA/DDTP/0048/L/PL/LOI dated 26 May 2008 (hereinafter referred to as “**First LOI**”) in respect of the said Larger Property in favour of HDIL. As per the First LOI, HDIL was required to convey and transfer the said Larger Property unto SRA.
- L. In accordance with Clause 3.11 and 3.19 read with Clause 3.5 of Appendix IV in relation to Regulation 33 (10) of D.C. Regulation and as clarified by the Government of Maharashtra for the purpose of rehabilitation of project affected person occupying land of Chhatrapati Shivaji International Airport, Mumbai and on basis of relaxation made available under the aforementioned clarification, HDIL submitted a revised layout plan of land admeasuring 61,458.62 sq. mtrs. being the free sale land out of the said Larger Property for construction of free sale component.
- M. As per the Slum Rehabilitation Proposal, after HDIL (i) constructs rehab tenements in phases, (ii) obtains electric supply (iii) obtains occupation certificate and (iv) hands over possession of the constructed rehab tenements in phases to SRA for rehabilitating project affected persons of various development/infrastructure projects including towards persons occupying land of CSIA Mumbai, SRA shall (i) direct Municipal Corporation of Greater Mumbai (hereinafter referred to as “**MCGM**”) to issue or cause to issue to HDIL, DRC in phases in respect of the land component and built up area of the rehabilitation tenements to be constructed on the said Larger Property, (ii) sanction and permit HDIL to construct and sell the free sale components to be constructed on free sale land and (iii) execute separate lease in respect of the free sale land in favour of HDIL and/or its nominee/s.
- N. In compliance with the terms of First LOI, by a Deed of Conveyance dated 30 June 2008 made and entered into between IKG Associates, therein referred to

as Vendors of the First Part, HDIL herein, therein referred to as the Confirming Party of the Second Part and SRA herein, therein referred to as the Purchaser of the Third Part and registered with the Sub Registrar of Assurances, Bandra, under Serial No. BDR-3/5284 of 2008 (hereinafter referred to as “**said Deed of Conveyance**”), IKG Associates at the instance and for the consideration paid by HDIL, transferred and conveyed the said Larger Property unto SRA and on the terms and conditions contained therein.

- O. Under the said Deed of Conveyance, SRA inter-alia (i) granted rights to HDIL to construct rehab tenements and amenities and free sale building on the said Larger Property, (ii) granted / agreed to grant TDR, (iii) agreed to execute lease in respect of free sale land unto and in favour of HDIL and / or its nominee/s and (iv) agreed that HDIL shall construct and sell free sale units on the free sale land on the terms and conditions contained therein.
- P. In or around 2009 and in continuation of the First LOI, HDIL applied to SRA so as to enable them to construct sale building being a commercial building (hereinafter referred to as “**Commercial Sale Building**”) on the portion of the free sale land admeasuring 18,564 sq. mtrs. or thereabout bearing C.T.S. Nos. 637/72 (part), 637/53 (part), 637/54 (part), 637/55, 637/56, 637/58A (part), 637/60 (part), 637/61, 637/62 (part) of Suburban Scheme No.1, Kurla of Village Kurla II, within the Registration and Sub District of Mumbai City and Suburban situated at Premier Road, Off Lal Bahadur Shastri Marg, Kurla in Greater Mumbai and more particularly described in **Second Schedule** hereunder and as shown in green colour hatched lines on the plan annexed and marked as **Annexure “A”** hereto (hereinafter referred to as “**said Property**”).
- Q. After considering the proposal of HDIL, SRA issued an Intimation of Approval bearing no. SRA/DDTP/525/L/PL/AP dated 23 September 2009 (“**First IOA**”) and Commencement Certificate bearing no. SRA/DDTP/525/L/PL/AP dated 5 August 2010 to commence work upto plinth level of Commercial Sale Building and on the terms and conditions contained therein.
- R. By an Agreement dated 5 February 2010 made and entered into between HDIL herein, therein referred to as the Vendors of the One Part and Sunlight Housing Development Private Limited, therein referred to as the Purchasers of the Other Part, and registered with the Sub Registrar of Assurances under Serial No. BDR-3/5526 of 2010, HDIL agreed to sell and transfer and the Purchasers agreed to purchase and acquire, free sale buildable FSI of 1,20,000 sq. ft. built up area out of the total free sale buildable FSI as stated in

the First LOI. It was agreed that out of the Commercial Sale Building to be constructed, HDIL shall utilise the free sale buildable FSI of 1,20,000 sq. ft. built up area on behalf of the Purchasers and construct part of the 8th floor and hand the same over to the Purchasers for and on the consideration stated therein.

- S. Thereafter, HDIL once again applied to SRA for revising the First LOI. SRA considered HDIL's application and accordingly issued a revised Letter of Intent bearing no. SRA/DDTP/0048/L/PL/LOI dated 27 September 2010 (hereinafter referred to as "**Second LOI**") thereby approving and sanctioning FSI of 6.943 (six point nine four three) on the said Larger Property out of which maximum FSI of 4.00 was permitted to be consumed on the said Larger Property on the terms and conditions contained therein.
- T. By a Deed of Rectification dated 4 November 2011 made and entered into between the HDIL herein, therein referred to as the Vendors of the One Part and Sunlight Housing Development Private Limited, therein referred to as the said Purchaser of the Other Part, and registered with the Sub Registrar of Assurances under Serial No. BDR-3/11515 of 2011, wherein the parties agreed to amend the said Agreement dated 5 February 2010, whereby certain terms of the agreement were rectified i.e. (i) the area agreed to be transferred to the Purchasers stood increased from 1,20,000 sq. ft. to 1,35,000 sq. ft. built up area, (ii) area to be allotted to the Purchaser shall be on the 10th floor instead of the 8th floor due to change in building plans and (iii) the consideration stood increased to Rs.15,32,25,000/- (Rupees Fifteen Crore Thirty Two Lakh Twenty Five Thousand Only).
- U. Thereafter, HDIL once again applied to SRA for revising Second LOI. SRA, after considering HDIL's application, issued a revised Letter of Intent bearing no. SRA/DDTP/0048/L/PL/LOI dated 25 September 2014 (hereinafter referred to as "**Third LOI**"), thereby approving and sanctioning FSI of 6.544 for the said Larger Property, out of which maximum FSI of 4.00 could be consumed on the said Larger Property and on the terms and conditions contained therein. The Third LOI is in continuation of First LOI and Second LOI.
- V. Pursuant thereto HDIL submitted a proposal for revised IOA and after considering the proposal of HDIL, SRA issued an Intimation of Approval bearing no. SRA/DDTP/525/L/PL/AP dated 22 June 2015 ("**Second IOA**") and on the terms and conditions contained therein including the terms and conditions of the Second LOI and Third LOI.

- W. HDIL then subdivided and revised the layout plan in respect of the said Larger Property and submitted the same to SRA for its sanction and approval. By a letter bearing no. SRA/DDTP/0041/L/PL/Layout dated 1 July, 2015, SRA sanctioned the revised larger layout plan submitted by HDIL and granted its permission and approval to develop the said Larger Property in accordance with the revised layout plan. The said Property forms part of the free sale land.
- X. SRA has issued a revised Letter of Intent bearing no. SRA/DDTP/0048/L/PL/LOI dated 1 July, 2015 (hereinafter referred to as “**Fourth LOI**”), thereby approving and sanctioning FSI of 6.763 on the said Larger Property, out of which maximum FSI of 4.00 could be consumed on the said Larger Property and on the terms and conditions contained therein. The Fourth LOI is in continuation of First LOI, Second LOI and Third LOI.
- Y. As per the revised layout plan dated 1 July 2015 and Fourth LOI, HDIL is entitled to construct 1,74,225.41 sq. mtrs. of free sale component and additionally is entitled to built up area admeasuring 1,60,688.84 sq. mtrs.
- Z. The Commercial Sale Building has since been demolished after obtaining requisite permissions, approvals and sanction from SRA save and except the three levels of basements constructed on the said Property.
- AA. Pursuant thereto HDIL applied to the SRA for revised IOA and revised plans for residential buildings. After considering the proposal of HDIL, SRA issued an Intimation of Approval bearing no. SRA/DDTP/525/L/PL/AP dated 22 June 2015 (“**Third IOA**”) and approved the plans for construction of a building on the said Property on the terms and conditions contained therein including the terms and conditions of the Second LOI, Third LOI and Fourth LOI. The Third IOA is annexed and marked as **Annexure “C”**, hereto.
- BB. By an Agreement for Cancellation dated 30 September 2015 made and entered into between HDIL, therein referred to as the Vendors of the One Part and Sunlight Housing Development Private Limited, therein referred to as the Purchasers of the Other Part, and registered with the Sub Registrar of Assurances under Serial No. KRL-1/9775 of 2015, the parties thereto pursuant to discussions held between themselves mutually terminated the Agreement for Sale dated 5 February 2010 and the Rectification Agreement dated 4 November 2011 and HDIL refunded the consideration paid by the Purchasers to a nominee of the Purchasers at their request and the Purchasers have acknowledged the payment and receipt of the entire amount and released and acquitted HDIL and every part thereof forever. It further states that on execution of the Agreement for Cancellation, Sunlight Housing

Development Private Limited has no rights, title, interest or claims of any nature whatsoever against HDIL or the free sale buildable FSI / area and HDIL shall be at liberty to deal with the same as it may deem fit.

- CC. By a Development Agreement dated 11 December 2015 ("**Development Agreement**") made and entered into between HDIL, therein referred to as HDIL of the First Part and the Promoter herein, therein referred to as the Developers of the Second Part, and registered with the Sub Registrar of Assurances under Serial No. KRL1-11148 of 2015, HDIL granted exclusive and irrevocable development rights in respect of 85,000 sq. mtrs. of sale FSI and transferred and inter alia assigned (i) rights in respect of the said Property, (ii) FSI admeasuring 85,000 sq. mtrs. (hereinafter referred to as "**Sale FSI**") with the exclusive rights and entitlement to consume the same on the said Property, (iii) right to construct, and/or develop building/s on the said Property (hereinafter referred to as "**Sale Building**"), (iv) right to sell, transfer, lease, convey or create third party rights of any nature or otherwise as the Promoter may deem fit in respect of the units/flats/premises in the Sale Building / building to be construed on the said Property without any interference, consent or recourse to HDIL, and (v) right to obtain or cause to obtain from SRA lease of the said Property for the consideration and on the terms and conditions stated therein.
- DD. Pursuant to the aforesaid Development Agreement, the Promoter applied to the SRA for revised IOA and revised plans for residential cum commercial buildings. After considering the proposal of the Promoter, SRA issued an Intimation of Approval bearing no. SRA/DDTP/525/L/PL/AP dated 1 January, 2016 ("**Fourth IOA**") and approved the plans for construction of a residential cum commercial building on the said Property on the terms and conditions contained therein including the terms and conditions of the Second LOI, Third LOI and Fourth LOI. The Fourth IOA is annexed and marked as **Annexure "D"**, hereto.
- EE. The Promoter intends to develop the said Property by constructing thereon a building complex to be known as "**LIVSMART**", having 28 wings with each of the 28 Wings having 3 (three) basements, ground + 13 (thirteen) upper floors (hereinafter collectively referred to as "**the said Building**") and with commercial / shop premises / units proposed on a portion of the ground and first floor in wing nos. 21, 25, 26, 27 & 28. The entire development of the said Property including constructing the said Building thereon having 28 Wings and the Promoter utilizing all the permitted present and future FSI, FAR, Development Rights and TDR on the said Property is hereinafter referred to as "**the said Project**" and the same shall be developed in accordance with the

building rules and regulations and bye-laws of the MCGM and the provisions of the Development Control Regulations, 1991 and such other laws, rules and regulations as may be in force at present and/or at any time hereafter and also subject to such terms and conditions as may be imposed by the State Government or any other Competent Authority as may be permitted and sanctioned from time to time in accordance with the said plans and permissions. The Promoter shall be deemed to have completed its development on the said Property and all its rights will come to an end only when the said Project is fully completed and after the Promoter's entitlement to all the development potential including all the FSI, TDR, development rights etc. permitted to be utilized on the said Property has been fully utilized by the Promoter and not before that. Any reference to the said Building in this Agreement shall mean a reference to the said Building and all the 28 Wings comprised in the said Building.

- FF. AND WHEREAS the Promoter has registered the said Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the "**Act**") with the Real Estate Regulatory Authority (hereinafter referred to as "**the Authority**") at _____ bearing registration No. _____ ; authenticated copy of Certificate of Registration is attached in **Annexure "H"**;
- GG. For the purpose of constructing the said Building, the Promoter has appointed Architect Hafeez Contractor as Design Architect, BIDCO Engineering as Liaison Consultant / BMC Consultant, L & T Construction Division as Structural Consultants.
- HH. Mr. Kapil Mishra, Advocate, has issued a Title Certificate dated 01st July, 2017 in respect of the said Property, copy of which is marked as **Annexure "B"**.
- II. The SRA has issued the Commencement Certificate bearing No. SRA/DDTP/525/L/PL/AP dated 05 August, 2010 in respect of the said Building ("**Commencement Certificate**"). Hereto annexed and marked **Annexure "E"** is a copy of the Commencement Certificate.
- JJ. The Allottee has demanded inspection of documents from the Promoter and the Promoter has given inspection of all the documents including originals available with them to the Allottee that have been furnished to the Authority for registration of the said Project which are also available for review on the website of the Authority. In addition to the aforesaid documents, the Promoter has given inspection to the Allottee of all the documents of title relating to the

said Property available with the Promoter. The Allottee has satisfied himself/herself about the entitlement of the Promoter to develop the said Property as also the right and authority of the Promoter to undertake the said Project as also the right of the Promoter to sell various units in the said Building, to be constructed on the said Property and has agreed not to further investigate and/or raise any requisitions on or objections to the same.

KK. The authenticated copies of the plans and specifications of the said Flat agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as **Annexure "I"**.

LL. In the premises aforesaid the Promoter has the sole and exclusive right to sell and allot units in the said Building known as "**LIVSMART**", to be constructed on the said Property and to enter into Agreements and receive the sale price in respect thereof.

MM. Copies of following documents are attached hereto:

- I. Copy of Plan of the said Property (**Annexure "A"**);
- II. Copy of Title Certificate dated 26 August 2016 relating to the said Property issued by Mr. Kapil Mishra, Advocate (**Annexure "B"**);
- III. Copy of I.O.A. No. SRA/DDTP/525/L/PL/AP dated 22 June 2015 (**Annexure "C"**);
- IV. Copy of I.O.A. No. SRA/DDTP/525/L/PL/AP dated 1 January, 2016. (**Annexure "D"**);
- V. Copy of Commencement Certificate No. SRA/DDTP/525/L/PL/AP dated 05 August, 2010 in respect of the said Building (**Annexure "E"**);
- VI. Copy of Property Register Cards (**Annexure "F"**);
- VII. Copy of the floor plan of the said Flat {as defined hereinafter} (**Annexure "G"**).

NN. The Promoter has availed a loan of Rs. 760 Crores from Dewan Housing Finance Limited (**DHFL**) by and under two Deeds of Mortgage and the Promoter has mortgaged the development rights of the said Property along with the FSI available to the Promoter in favour of DHFL on the terms and conditions as more specifically mentioned therein.

- OO. The Allottee being fully satisfied in respect of the title of the Promoter to the said Property including the right of the Promoter to develop the said Property and being desirous of acquiring a flat admeasuring _____ sq. mtrs. carpet area (hereinafter referred to as the “**said Flat**”/ “**said Apartment**”), on the _____ floor of _____Wing (hereinafter referred to as the “**said Wing**”) comprised in the said Building “**LIVSMART**” to be constructed on the said Property has approached the Promoter to sell and / or allot to him / her / them the said Flat as shown in green colour boundary line on the plan annexed hereto as “**Annexure G**”. Accordingly, at the request of the Allottee, the Promoter has agreed to allot and the Allottee has agreed to acquire the said Flat at and for a total consideration of Rs. _____/- (Rupees _____ only) and on the terms and condition as appearing hereinafter.
- PP. The Allottee has entered into this Agreement with full knowledge of all the terms and conditions contained in the documents, papers, plans, orders, schemes, etc.
- QQ. In the event, the Allottee being a Non Resident Indian (N.R.I.) or OCI or PIO intending to book and acquire a residential/ commercial premises / unit from the said Promoter, then it shall be the sole responsibility of the said Allottee to procure the necessary / statutory permissions from the Reserve Bank of India or any other Competent Authority to that extent in order to acquire a residential / commercial premises / unit, if any. The Promoter shall not be held liable for the deficiency of any statutory permissions being not available or procured by the respective flat Allottee/s.
- RR. Prior to the execution of these presents, the Allottee has paid to the Promoter a sum of Rs. _____/- (Rupees _____ only) being part payment of the sale price herein payable for the said Flat to be sold by the Promoter to the Allottee as advance payment or deposit (the payment and receipt whereof the Promoter do hereby admit and acknowledge) and the Allottee has agreed to pay the Promoter the balance of the sale price in the manner set out hereinafter in this Agreement.
- SS. Under section 13 of the said Act, the Promoter is required to execute a written Agreement for Sale of said Flat with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

- TT. Prior to the execution of this Agreement, the Allottee is satisfied about (i) title and the rights of the Promoter to the said Property, (ii) the approvals and sanctioned in process and already obtained from the authorities in respect of the development of the said Property including the layout plan, building plan, floor plan and the CC and (iii) the nature of the rights retained by the Promoter under this Agreement. This Agreement is entered into by the Allottee after seeking necessary legal advice.
- UU. The Parties are now desirous of recording the terms and conditions agreed upon between them in the manner hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED, DECLARED, CONFIRMED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. All the aforesaid recitals shall form an integral part and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly.
2. The Promoter intends to develop the said Property by constructing thereon a building complex to be known as “**LIVSMART**”, having 28 wings with each of the 28 Wings having 3 (three) basements, ground + 13 (thirteen) upper floors (hereinafter collectively referred to as “**the said Building**”) and with commercial / shop premises / units proposed on a portion of the ground and first floor in wing nos. 21, 25, 26, 27 & 28. The entire development of the said Property including constructing the said Building thereon having 28 Wings and the Promoter utilizing all the permitted present and future FSI, FAR, Development Rights and TDR on the said Property is hereinafter referred to as “**the said Project**” and the same shall be developed in accordance with the building rules and regulations and bye-laws of the MCGM and the provisions of the Development Control Regulations, 1991 and such other laws, rules and regulations as may be in force at present and/or at any time hereafter and also subject to such terms and conditions as may be imposed by the State Government or any other Competent Authority as may be permitted and sanctioned from time to time in accordance with the said plans and permissions. The Promoter shall be deemed to have completed its development on the said Property and all its rights will come to an end only when the said Project is fully completed and after the Promoter’s entitlement to all the development potential including all the FSI, TDR, development rights etc. permitted to be utilized on the said Property has been fully utilized by the Promoter and not before that. Any

reference to the said Building in this Agreement shall mean a reference to the said Building and all the 28 Wings comprised in the said Building.

3. The Allottee hereby agrees to purchase and acquire from the Promoter and the Promoter has agreed to sell to the Allottee, Flat No. _____ admeasuring _____sq. mtrs. carpet area (hereinafter referred to as the “**said Flat**”/ “**said Apartment**”), on the _____ floor in _____Wing (hereinafter referred to as the “**said Wing**”) comprised in the said Building “**LIVSMART**” to be constructed on the said Property (on the terms and conditions and at and for the price of Rs. _____/- (Rupees _____ Only) including Rs. _____(Rupees _____Only) being the proportionate price of the common areas and facilities more particularly described in the **Fourth Schedule** hereunder written payable by the Allottee to the Promoter in the manner appearing hereinafter. The said Flat is more particularly described in the **Third Schedule** hereunder written and is shown in green colour boundary line on the plan annexed hereto and marked as **Annexure “G”**.
4. The Promoter hereby agrees to allot to the Allottee, car parking space bearing No. _____ situated at _____ being constructed in the layout.
5. The total consideration amount for the said Flat is Rs. _____/- (Rupees _____ only) (hereinafter referred to as the “**said Sale Price**”) including Rs. _____(Rupees _____Only) being the proportionate price of the common areas and facilities more particularly described in the Fourth Schedule hereunder written.
6. The said Sale Price shall be paid by the Allottee to the Promoter in the following manner:
 - (i) The Allottee has paid on or before execution of this Agreement a sum of Rs. _____/- (Rupees _____ only) (the payment and receipt whereof the Promoter doth hereby admit and acknowledge and acquits, releases and discharges the Allottee from the payment and receipt thereof and every part thereof) as advance payment or application fee for the said Flat agreed to be sold by the Promoter to the Allottee and the Allottee hereby agrees to pay to the Promoter the balance amount of Rs. _____/- (Rupees _____ only) together with the applicable Service Tax, VAT, GST etc. in the following manner :-

Sr. No.	Milestone	Said Sale Price/ Consideration Payable	Service Tax	VAT	GST
i.	Upon the execution and registration of this Agreement.	Rs._____-/- (20 %)			
ii.	On completion of the Plinth of the said Wing ‘ ‘ in which the said Flat is located.	Rs._____-/- (15 %)			
iii.	On completion of the slabs including podiums and stilts of the said Wing ‘ ‘ in which the said Flat is located.	Rs._____-/- (5 %)			
iv.	On completion of the 1 st Floor slab of the said Wing ‘ ‘ in which the said Flat is located.	Rs._____-/- (5 %)			
v.	On completion of the 3rd Floor slab of the said Wing ‘ ‘ in which the said Flat is located.	Rs._____-/- (5 %)			
vi.	On completion of the 7 th Floor slab of the said Wing ‘ ‘ in which the said Flat is located.	Rs._____-/- (5 %)			
vii.	On completion of the 11 th Floor slab of the said Wing ‘ ‘ in which the said Flat is located.	Rs._____-/- (5 %)			
viii.	On completion of the 13 th Floor slab of the said Wing ‘ ‘ in which the said Flat is located.	Rs._____-/- (5 %)			
ix.	On completion of the walls, internal plaster, floorings doors and windows of the said	Rs._____-/- (5 %)			

Sr. No.	Milestone	Said Sale Price/ Consideration Payable	Service Tax	VAT	GST
	Flat.				
x.	On completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Flat.	Rs._____-/- (5 %)			
xi.	On completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the said Wing – ‘ ‘ in which the said Flat is located.	Rs._____-/- (5 %)			
xii.	On completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain thereto.	Rs._____-/- (5 %)			
xiii.	At the time of offering possession of the said Flat to the Allottee (on or after receipt of Occupancy Certificate).	Balance Amount of Rs._____-/- (5 %)			

7. In addition to the said Sale Price, the Allottee shall pay all other amounts mentioned herein including the amounts mentioned in Clause Nos. _____ and _____ as recorded hereinafter. Time as to payment shall be of the essence and the Allottee shall be liable to pay interest at the SBI highest marginal cost of lending rate plus 2% p.a. as notified by the Act and rules

thereof on all delayed payments from the due date till the date of payment thereof.

8. The said Sale Price shall be subject to Tax Deduction at Source ("TDS") as may be required under prevailing law while making any payment to the Promoter under this Agreement. Provided that the Allottee shall make payment of each installment subject to proportionate deduction of TDS thereon. Provided further that any deduction of an amount made by the Allottee on account of TDS shall be acknowledged/credited by the Promoter, only upon the Allottee submitting the original tax deduction at source challan/ certificate and provided that the amount mentioned in the challan/ certificate matches with the Income Tax Department site. Provided further that at the time of handing over the possession of the said Flat, if any such challan/ certificate is not produced, the Allottee shall pay equivalent amount as interest free deposit with the Promoter, which deposit shall be refunded by the Promoter on the Allottee producing such challan/ certificate within 2 (two) months of possession. Provided further that in case the Allottee fails to produce such challan/ certificate within the stipulated period of 2 (two) months, the Promoter shall be entitled to appropriate the said deposit against the receivable from the Allottee.
9. The said Sale Price and all the other amounts payable by the Allottee to the Promoter excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the said Flat. All taxes, levies, duties, cesses, charges whether currently applicable or payable or which may become applicable or payable at any time in future including but not limited to service tax, GST, Swachh Bharat Cess, Krishi Kayan Cess, land under construction tax and VAT, LBT and/or all other direct / indirect taxes / duties, impositions applicable, levied by the Central and/or State Government and/or any local, public or statutory authorities / bodies ("**Statutory Charges**") under the provisions of the applicable law or any amendments thereto pertaining or relating to the sale of said Flat and/or the transaction contemplated herein and/or in respect of the Consideration and/or the other amounts are payable by the Allottee alone. The quantum of such taxes, levies, duties, cesses, charges as decided / quantified by the Promoter shall be paid by the Allottee/s on demand made by the Promoter within __ (____) working days, and the Allottee/s shall indemnify and keep indemnified the Promoter from and against the same. The Statutory Charges shall be borne and paid by the Allottee alone and the Promoter shall not be liable, responsible and/or

required to bear and/or pay the same or any part thereof. Upon payment of all amounts as contemplated in this Agreement the transfer of property in the said Flat shall take place.

10. The Allottee shall also fully reimburse the expenses that may be incurred by the Promoter in consequence to any legal proceedings that may be instituted by the authorities concerned against the Promoter or vice versa on account of such liability accrued due to default / delay / non- compliance by the Allottee. Provided further that the Promoter shall not be bound to accept the payment of any instalment unless the same is paid alongwith the amount of Service Tax / VAT / GST and other taxes, cessess, levies as applicable and the Allottee shall be deemed to have committed default in payment of amount due to the Promoter hereunder if such payment is not accompanied with the applicable Service Tax / VAT / GST and other taxes, cessess, levies.

11. The said Sale Price and all the other amounts mentioned in this Agreement shall be paid by the Allottee in phases, time being of essence, in accordance with the progress of construction milestones of the said Wing - ____ in the manner stated above. Upon completion of each stage of construction linked to the payment by the Allottee as aforesaid, the Promoter shall intimate in writing to the Allottee to make the payment as per the aforesaid Schedule. The Allottee shall make such payment which is due to the Owner within ____ (_____) days of such intimation.

a) The instalments of the said Sale Price/ balance consideration payable by the Allottee to the Promoter as stated above shall be paid/ deposited by the Allottee by cheque/demand draft drawn /pay order/wire transfer/any other instrument drawn in favour of _____ in the account being Account No. _____ opened and maintained by the Promoter with _____ Bank (hereinafter referred to as the “**Collection Account**”). In terms of provisions of the said Act, the _____ Bank shall divide the amounts deposited with it in the Collection Account in the proportion of 70:30 and the Bank shall transfer 70% of the amounts deposited as aforesaid in the Collection Account, to Account No. _____ opened by the Promoter with _____ Bank which shall be designated account in terms of the said Act (hereinafter referred to as “**the Designated Account**”).

b. Simultaneously with the payment referred to in clause ____ above, the Allottee shall pay the Statutory Charges including all applicable taxes, cesses, levies, cesses and all impositions in favour of

“_____” which shall be deposited in the account being Account No. _____ opened by the Promoter with _____ Bank (for the purpose hereinafter referred to as the “**Tax Collection Account**”). The quantum of such taxes, levies, duties, cesses, charges as decided / quantified by the Promoter shall be paid by the Allottee/s on demand made by the Promoter simultaneously with the payment of the said Sale Price referred to in Clause _____ above within ____ (____) working days in the Tax Collection Account, and the Allottee/s shall indemnify and keep indemnified the Promoter from and against the same.

12. In case of any financing arrangement entered by the Allottee with any financial institution with respect to the purchase of the said Flat, the Allottee undertakes to direct such financial institution to pay all such amounts towards the sale price on respective dates as mentioned hereinabove and the Allottee shall ensure that such financial institution shall disburse/pay all such amounts towards the said Sale Price due and payable to the Promoters through a banker's cheque / pay order / demand draft drawn in favour of “_____”. Any payments made in favour of any other account other than mentioned hereinabove shall not be treated as payment towards the said Flat and shall be construed as a breach on the part of the Allottee of the terms and conditions of this Agreement, and the Allottee shall forthwith be required to make the necessary payment to the aforesaid account.

13. The said Sale Price is escalation-free, save and except escalations/increases, 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 from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/ issued in that behalf to that effect alongwith the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

14. The Allottee agrees and confirms that the payment of instalments shall be made on the due dates, without any delay or default, in accordance with the terms of this Agreement. The Allottee agrees and undertakes that the time

for payment is the essence of the contract. An intimation in writing forwarded by the Promoter to the Allottee that a particular stage of construction is completed shall be sufficient proof that a particular stage of construction is completed. It is specifically agreed by the Allottee that this Agreement shall not create any right, interest and/or claim of the Allottee on the said Flat agreed to be sold until and unless all the amounts due and payable by the Allottee as recorded herein are paid by the Allottee to the Allottees herein in accordance with the terms and conditions of this Agreement.

15. The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ ___% per annum for the period by which the respective installment has been preponed and the same shall be intimated by the Promoter to the Allottee by way of a notice in writing calling upon the Allottee to avail the rebate within the period specified in such notice on the terms and conditions more particularly contained therein.
16. It is agreed that the said Flat shall be of R.C.C. structure with normal brick with cement plaster only. Further, the proposed carpet area of the said Flat would be as per the approved plans and may change as a result of physical variations due to tiling, ledges, plaster skirting, RCC column etc. The standard fixtures and fittings to be provided by the Developers in the said Flat are those that are set out in the **Fifth Schedule** hereunder written. However the Purchaser confirms that the Developers shall not be liable to provide any other fixtures and fittings save and except those mentioned in the **Fifth Schedule** hereunder. Further, the Purchaser confirms that the Developers have full right to change fixtures and fittings to be provided in the circumstances wherein there is an uncertainty about the availability of fixtures and fittings required to be provided either in terms of quantity and quality and / or delivery and / or for any other reason beyond the control of the Developers. It is clarified that in the event the Developers change the fixtures and fitting the same would be of equivalent quality as set out in the **Fifth Schedule** hereunder written. The Purchaser agrees not to claim any reduction or concession in the consideration on account of any such change or substitution in the fixtures and fittings by the Developers in the said Flat.
17. It is agreed that the said Project contains common areas and facilities as specified in the **Fourth Schedule** hereunder written. The Allottee hereby agrees, declares and confirms that save and except the said common areas and facilities, the Promoter shall not be liable, required and /or obligated to provide any other common areas and facilities in the said Project. Further though the Promoter have proposed to provide certain

common areas and facilities as mentioned in the **Fourth Schedule**, The common areas and facilities shall be common for all the flat purchasers/ all the allottees and the Allottee shall not claim any exclusive use thereof. It is further clarified that the Allottee is aware that the common areas and facilities referred to in the Fourth_Schedule hereunder written shall be the common areas and facilities for the entire Project/ layout.

18. The Allottee is fully satisfied with and has accepted the title of the Promoter to sell various flats / shops / commercial premises in the said Building, to be constructed on the said Property and doth hereby agrees and undertakes not to further investigate and/or raise any requisitions on or objections to the same on any grounds whatsoever, any time hereafter.
19. It is expressly agreed that the right of the Allottee under this Agreement or otherwise shall always be restricted to the said Flat only, and such right will accrue to the Allottee only on the Allottee making full payment to the Promoter of the said Sale Price and all other amounts as stated herein, strictly in accordance with this Agreement and only on the Allottee performing and complying with other terms, conditions, covenants, obligations, undertakings etc. hereof. All the unsold flat(s) / shops / commercial premises shall always be the sole and absolute property of the Promoter and all the unallotted car parking spaces shall always be the sole and absolute property / right of the Promoter.
20. All other portion or portions of the said Building etc. including common areas such as staircase, staircase landing, entrance lobby, recreation ground, internal roads, open spaces, terraces and recreational facilities, shall always be the sole and absolute property of the Promoter until the said Property is leased and the said Building is conveyed to the co-operative society/s under the Maharashtra Co-operative Societies Act, 1960 or Limited Company or submitted to the provisions of Maharashtra Apartment Ownership Act, 1971 (such co-operative society/s or Limited company or association of apartment owners comprising of holders of flats / shops / commercial premises of the entire Layout and shall hereinafter be referred to as the "**said Organisation**"). The Allottee hereby confirms and consents to the irrevocable, absolute and unfettered right of the Promoter to develop, sub-develop and / or assign its rights, give on lease, sub-lease, and / or deal with, sell and dispose off the said Property and / or the said Building and/or all other unsold flats / shops / commercial premises and unallotted car parking spaces and portion or portions of the said Property including common areas, such as staircase, staircase landing, entrance lobby, recreation ground, internal roads, open spaces, terraces, recreational

facilities, in the manner deemed fit by the Promoter as is permitted under the provisions of law without any consent or concurrence of the Allottee or any other person. The Allottee confirms that the recreational facilities are available only for the use and enjoyment of the holders of various flats / shops / commercial premises in the said Building alongwith the users / occupiers of other flats / shops / commercial premises / developments on the said Property.

21. With regard to the common areas and facilities which are described in the **Fourth Schedule** hereunder written, it is agreed that:

- (i) the Promoter shall always be the owner and be entitled to and will have all the rights, title and interest (until the execution of lease of the said Property in favour of the said Organisation) in respect of the said common areas and facilities , and will be entitled to deal with and dispose of the same in such manner as the Promoter may deem fit.
- (ii) the Allottee will not have any right, title, interest etc. in respect of the said common areas and facilities.
- (iii) the Allottee shall only be permitted to use the said common areas and facilities on such terms and conditions as the Promoter may deem fit.

22. The Promoter shall be entitled to make any variations, alterations, amendments or deletions to or in the development of the said Project, layout, plans and specifications of the said Building, floors plans and/or the dimension or location of the , car parking spaces, relocating/realignment of the water, power, sewage, telephone, gas and other services and utility connections and lines, overhead/underground tanks, pumps, open spaces, recreation areas, and all or any other common areas and facilities and/or varying the location of the access to the said Building, as they may deem fit in their sole and unfettered discretion or if the same is or are required by the concerned authorities, provided the same does not affect the said Flat including its location sold under this Agreement without obtaining any prior consent of the Allottee to ensure efficient completion of construction of the said Project.

23. It is agreed between the Promoter and the Allottee that the Promoter shall be entitled to develop the said Property in the manner as the Promoter may deem fit including but not limited to change in the liaison consultants / BMC consultants which the Allottee acknowledges and undertakes expressly

never to object to the same. The Promoter is retaining unto itself full rights for the purpose of providing ingress or egress to the Allottee from the said Property in the manner deemed fit by the Promoter and the Allottee unequivocally consents / agrees not to raise any objection or dispute regards the same now or any time in the future and the Allottee acknowledges that hardship may be caused during such time and undertakes expressly never to object to the same. The Allottee agrees that the chartered account, architect, engineer and other consultants/ professionals who are appointed by the Promoter and shown on the website of Real Estate Regulatory Authority can be changed by the Promoter at his sole discretion at any time and the Allottee agrees not object to the same.

24. The Promoter shall have an irrevocable right and the Allottee hereby expressly consents and confirms that the Promoter will always be entitled to utilize any FSI and / or TDR presently available or which may become available in future on the said Property or any other property or properties, as the case may be. The Promoter shall be entitled to consume and utilize any FSI and / or TDR presently available or which may become available in future on the said Property or any other property or properties, as the case may be.

25. It is agreed between the Promoter and the Allottee that if there are changes in laws or changes in the circumstances by virtue of which the proposed building plans cannot be executed as they were, the Promoter shall be entitled to modify such plans and all such modifications/changes shall be unconditionally accepted by the Allottee, provided that the layout and location of the flats / shops / commercial premises already sold are not modified or altered in any form.

26. It is agreed between the Promoter and the Allottee that the Promoter at their sole discretion / option shall be entitled from time to time and at all times to make necessary amendments or changes or substitution or modification of the plan or as may be sanctioned by MCGM in respect of the said Property to utilize F.S.I. and / or development rights in respect thereof and for that purpose to amend the plans and submit revised proposals.

27. The Promoter shall always be entitled to utilize and consume all the remaining F.S.I., TDR, development potential and all the benefits, potentials, yield, advantages etc. presently available and / or that may be available in the future for any reason including on account of change in regulations / law / Act etc. on the said Property or any part thereof or any adjoining property or properties as the case may be in the said Wing or other wings comprised/

forming part of the said Building or construct such additional wings or buildings for consumption of all development potential permitted to be utilized on the said Property. In the event any law for the time being in force requires the Promoter to obtain consent of the Allottee and/or the other flat-purchasers in the said Building, then the Allottee shall not withhold such consent and shall not claim any amount, consideration, compensation, etc. and shall co-operate and assist the Promoters fully.

28. The Promoter will be entitled exclusively to consume and appropriate any FSI that may be granted on account of any amenity open space, additional Recreation Ground, Set Back area or any reservation on the said Property and the Allottee consents to the same without any objection. The residue FSI in the said Property not consumed and/or the additional FSI that may be granted including any additional FSI on account of set -back reservation or otherwise and / or TDR that may be available, will be available to the Promoter and the Promoter alone shall always be entitled to consume the same in the development that shall be undertaken by the Promoter.
29. The Promoter shall have the absolute, exclusive and full right, authority to acquire Certificate/s of Development Right/s in respect of the said Property and make additional construction on the said Property and/or the said Building by utilising such development rights.
30. It is agreed that notwithstanding anything contained to the contrary herein, the Promoter shall be entitled at any time to amend the existing layout and/or to construct additional building(s) / structures/ wings on the said Property. All such additions, alterations, additional floors and/or additional wings, additional building and/or structures shall be the sole property of the Promoter who shall be entitled to sell / allot and / or otherwise deal with the same in the manner the Promoter deems fit in any manner whatsoever and to any person/s whatsoever, for such consideration and on such terms, conditions and provisions as the Promoter may desire and deem fit and proper in their sole and unfettered discretion. Such additional construction may either be on account of additional F.S.I. that may be available from the said Property or elsewhere and/or on account of TDR and / or any other rights, benefits including floating rights which may be available in respect of the said Property or other properties and / or any potential that may be available on account of an amendment to the Development Control Regulations or F.S.I or otherwise or on account of floating rights and all other benefits and rights. The Promoter shall be entitled to utilise and

consume such TDR, F.S.I or any other potential, other rights, benefits including floating rights etc. to the maximum extent permissible as per the rules/regulations in force at such relevant time. The Allottee and / or the said Organisation shall not be entitled to claim any rebate in price or any other advantage from the Promoter on the ground of the Promoter making the above mentioned additional construction or on any other ground whatsoever.

31. It is agreed that the Promoter will cause SRA to execute lease in respect of the said Property in favour of the said Organisation only after the Promoter has;

- (i) utilised, consumed, loaded etc., entire Floor Space Index ("FSI"), potential, yield of the said Property and /or Transferable Development Rights ("TDR");
- (ii) Utilized all TDR, FSI and development potential permitted to be utilized on the said Property.
- (iii) completed the construction of the said Building on the said Property and sold all the flats / shops / commercial premises in the said Building and the said Property and;
- (iv) received all the amounts including the sale price from all the Allottees thereof;
- (v) completed the said Project in all respects;

and till then, the Promoter shall not be bound, liable, required and / or called upon to cause SRA to execute lease or any other document in respect of said Property together with the said Building standing thereon and the Allottee agrees, irrevocably consents and undertakes not to raise any demand or dispute or objection to the same.

32. The Promoter shall endeavour to complete the construction of the said Flat on or before 31 December 2019 ("**the said Date**"), and if the construction of the said Flat is not completed by the said Date, then the Promoter shall complete the construction of the said Flat within further period of 12 months after the said Date, i.e. by 31 December 2020 provided always that the Promoter shall be entitled to further extension for completion of the said Building, if the completion of the said Building is delayed on account of:-

- i. Force Majeure events, which shall mean any act of God, natural calamity, landslide, strikes, terrorist action or threat, civil commotion, riot, crowd disorder, labour unrest, invasion, war, threat of or preparation of war, fire, explosion, storm, flood, earthquake, subsistence, structural damage, epidemic or other natural disaster, calamity;
- ii. Other Events which shall include the following:
 - a. act of God i.e. fire, draught, flood, earthquake, epidemics, natural disasters;
 - b. explosions or accidents, air crashes, act of terrorism;
 - c. strikes or lock outs, industrial disputes, Economic Hardship;
 - d. election code of conduct;
 - e. non-availability of cement, steel or other construction/raw material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;
 - f. war and hostilities of war, riots, bandh, act of terrorism or civil commotion;
 - g. the promulgation of or amendment in any law, regulations rule or regulation or the issue of any injunction, court order or direction from any governmental or statutory authority that prevents or restricts the Promoter from complying with any or all the terms and conditions as agreed in this Agreement including Development Control regulation or issuance of any notice, order, rule or notification of the government and/or any other public or competent authority or sanctioning authorities or of the court or on account of delay in issuance of NOC's, licenses, Approvals, occupation certificate etc. or non-availability of essential amenities and services such as lifts, electricity and water connections or sewage or drainage lines or for any other reason technical or otherwise or for any reason beyond the control of the Promoter whereby the work of construction is stayed or stalled.
 - h. any legislation, order or rule or regulation made or issued by the Government or any other authority or if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary

approvals/certificates for the Project; or

- i. Any claim, challenge or objection to the said Project or to the said Property or on the rights of Promoter on the said Property and / or the said Project;
 - j. Any hazardous, dangerous, perilous, unsafe chemical substance, material or property, which is found on the said Property which renders liable or endangers the health and safety of either Party or the general public;
 - k. Any change in Applicable Laws adversely affecting the development of the said Project;
 - l. Delay in issue of the Occupation Certificate and/or any other certificates and/or grant of any permission, sanction, approval and/or order, as may be required in respect of the said Building, by the Corporation or any other concerned authority.
 - m. other reasonable cause beyond the control of the Promoter or its agent or not directly attributable to any willful act or omission of the Promoter and or any other reason unforeseen by the Promoter, which may prevent, restrict, interrupt or interfere with or delay the construction of the Building including the said Flat.
33. If the Promoter fails or neglects to give possession of the said Flat to the Allottee in terms of the Clause ____ _ above including the grace period provided therein, save and except in the event of occurrence of Force Majeure and/or other events more particularly stated in Clauses ____ and ____ herein, then the Allottee shall have an option to terminate this Agreement after giving ____ (_____) days notice in writing, whereupon the Promoter shall be liable on demand to refund to the Allottee the amounts already received by it in respect of the said Flat with interest at the SBI highest marginal cost of lending rate plus 2% p.a. as notified by the Act and rules thereof from the date the Promoter received the sum till the date the amounts and interest thereon is repaid however excluding the taxes or shall in the alternative pay monthly compensation of Rs. _____ per month. It is agreed that upon the termination of this Agreement by the Allottee, the claim of the Allottee shall be restricted to refund of monies paid with interest at the SBI highest marginal cost of lending rate plus 2% p.a. as notified by the Act and rules thereof and that the Allottee shall neither be entitled to claim nor

claim for loss and / or damages and / or mental trauma or otherwise howsoever. The Promoter shall be entitled to allot and / or deal with and dispose off the said Flat to any third party without reference or recourse to the Allottee. The amount so refunded shall be full and final satisfaction and final settlement of all the claims of the Allottee under this Agreement. In the event the Allottee commits default in payment on the due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) for more than ____ (_____) days and/ or commits breach of any of the terms and conditions of this Agreement, the Promoter shall be entitled at its discretion to terminate this Agreement provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his 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 Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, 10% of the said Sale Price will stand ipso facto forfeited without any reference or recourse to the Allottee towards liquidated damages which the Allottee agrees, confirms and acknowledges to constitute a reasonable, genuine and agreed pre-estimate of damage that will be caused to the Promoter. The Promoter shall refund to the Allottee without interest (subject to adjustment and recovery of the liquidated damages or any other amount which may be payable to Promoter) within a period of 30 (thirty) days of the termination, the instalments of the said Sale Price of the said Flat which may till then have been paid by the Allottee to the Promoter without the taxes paid and it is hereby clarified that the Promoter shall not be liable to pay to the Allottee any interest on the amount so refunded. Further, on termination of this Agreement, the Allottees shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoter or against the said Flat or under this Agreement and for that the Promoter is hereby irrevocably authorised to comply with all the formalities for execution and registration of the unilateral Deed of Cancellation (at the sole option of the Promoter), without the Allottee being a signatory thereto and the Allottee will not raise any objection or dispute in that regard. Further, upon termination the Promoter shall be entitled to deal with, resale or dispose off the said Flat in the manner as the Promoter may deem fit without any reference or recourse to the Allottee.

34. Without prejudice to the right of the Promoter to terminate this Agreement on account of delay in payment as stated above, in the event the Promoter does not exercise its option to terminate as aforesaid and grant extension of time to the Allottee to make payment, the Allottee agrees to pay to the Promoter, interest at the SBI highest marginal cost of lending rate plus 2% as specified in the Rules or at such rate as is notified from time to time, on all the delayed payments which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee to the Promoter until the date of actual payment. Without prejudice to the other rights of the Promoter hereunder, the Promoter shall in respect of any amounts remaining unpaid by the Allottee under this Agreement, have a first charge / lien on the said Flat, in any manner whatsoever, without making full payment of all amounts payable by the Allottee under this Agreement, to the Promoter. It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the Collection Account. The Allottee shall be liable to pay an additional charge of Rs. 1,000/- (Rupees One Thousand Only) as administrative fee for every instalment / amounts delayed. All the aforesaid rights and/or remedies of the Promoter against the Allottee are cumulative and without prejudice to one another.

35. The Allottee shall by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, take legal possession of the said Flat within 15 (fifteen) days of the Promoter giving written notice to the Allottee intimating that the said Flat is ready for use and occupation certificate is issued by MCGM ("**Date of Possession**") and thereafter the Allottee shall, even if it does not take possession, be bound and liable to pay all outgoings and maintenance charges in respect of the said Flat as stated herein. The Promoter shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Wing and subject to the Allottee not being in default of payments of installments of the said Sale Price or any other amounts under this Agreement.

36. The Allottee shall check up all the fixtures and fittings in the said Flat before taking possession of the same. Thereafter, the Allottee shall have no claim against the Promoters in respect of any item of work in the said Flat or in the said Building which may be alleged not to have been carried out and / or completed and / or being not in accordance with the plans specification and / or this Agreement and/or otherwise howsoever in relation thereto.

37. If within a period of five years from the date of obtaining occupation

certificate of the said Wing, the Allottee brings to the notice of the Promoter any structural defect in the said Flat or the building/ wing in which the said Flat is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost. It is however expressly agreed that due to changes made by the Allottee in the Apartment or said Building or other Allottees/s of the flats in the said Building if any complaint arises, then in such circumstances the Promoter shall not be liable or responsible for repairs.

38. Subject to what is stated hereinabove, the Allottee shall, on and from the Date of Possession, be liable to bear and pay the proportionate share of outgoings in respect of the said Flat and the said Building including local taxes, betterment charges or such other levies by the concerned local authority and / or Government, water charges, insurance, common lights, lifts, repairs, salaries of clerks, bill collectors, chowkidars, sweepers, and also other expenses necessary and incidental to the management and maintenance of the said Property and the said Building. For payment of the aforesaid, the Promoter shall first utilise from the amounts mentioned in Clause Nos. ____ and ____ herein below. It is agreed that if the Promoter so require, the Allottee shall make such additional payment towards the outgoings on a continuous basis, beginning from the time the notice in writing is given by the Promoter to the Allottee till the transfer of the said Building to the said Organisation. Amounts paid by the Allottee to the Promoter on account of outgoings and municipal taxes shall not carry any interest and the Promoter shall be entitled to spend such amount for the purposes for which the same are collected and the unspent balance shall remain with the Promoter until the lease of the said Property is executed in favour of the said Organisation as aforesaid. After the utilisation of the amounts so collected under Clause Nos. ____ and ____ hereinbelow, the Allottee undertakes to pay such provisional monthly contribution towards proportionate share of municipal taxes and outgoings regularly by the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever otherwise interest at the SBI highest marginal cost of lending rate plus 2% as specified in the Rules or at such rate as is notified from time to time per annum will be charged. The right of the Promoter to charge the said interest is without prejudice to their rights including right to terminate this Agreement, levy cancellation charges, etc. In the event Allottee fails to make payment of the aforesaid amounts to the Promoter, then the Promoter shall make payment of the same for and on behalf of the Allottee and the Allottee shall reimburse the entire amount(s) paid by the Promoter and in the event the Allottee fails and/or neglects to reimburse

such amount(s), the same shall constitute a breach of this Agreement and the Allottee shall be liable to pay interest at the SBI highest marginal cost of lending rate plus 2% as specified in the Rules or at such rate as is notified from time to time on such sums that remain unpaid till the date of realisation thereof.

39. The Allottee shall use the said Flat only for _____purpose for which the same has been allotted. In case the other premises are permitted for commercial use by authorities, then the Allottee shall not do anything which shall be a cause or a source of nuisance or annoyance to the Promoters or any other persons of the said Organisation and the other occupiers of the building in which the said Flat are situated or to any one in its vicinity or neighbourhood. In the event any of increase in local taxes, water charges, insurance and such other levies, are imposed by the concerned local authority and / or Government and / or other public authority, on account of change of user of the said Flat by the Allottee, the Allottee alone shall bear and pay such penalty, premium or other sums of money demanded.
40. As part of the transaction contemplated herein, the Allottee shall, at the time of possession of the said Flat pay to the Promoter, inter alia, the following amounts as mentioned in points (i) to (viii) herein below over and above the said Sale Price as mentioned in Clause No. _____above and all other amount payable by the Allottee under this Agreement or otherwise. In the event of default by the Allottee to pay the same, consequences of default as set out in Clause No. _____shall be applicable and the Promoter shall be entitled to do so. The Promoter is entitled to retain and appropriate the same to its own account-

Particulars	Amount (Rs.)
(i) Electric/Water meter charges	25000/-
(ii) Legal Charges (non-refundable)	15000-
(iii) Mahanagar Gas connection (if available)	20000/-
(iv) Formation and Registration of Society(non – refundable)	5000/-
(v)Share money	
(vi) Provisional maintenance charges	
(vii) 12 months advance maintenance	
Total	

41. In case after handing over possession of the said Flat, on the Promoter determining that there is any deficit in any of the amount/s (including

deposits) or in any of the amounts specified in points (i) to (viii) hereinabove, then the Allottee shall forthwith on demand pay to the Promoter the Allottee's proportionate share to make up such deficit.

42. The Promoter shall not be liable, responsible and / or required to render the accounts in respect of the amounts mentioned hereinabove. It is hereby expressly clarified that the aforesaid amounts mentioned hereinabove does not include the dues for electricity, gas and other bills for the said Flat and the Allottee shall be liable to pay electricity, gas and other bills for the individual meters separately. It is further clarified that the list of charges mentioned hereinabove is only indicative and not exhaustive and the Allottee agrees to pay to the Promoter, such other charges or such other amounts under such heads as the Promoter may indicate. It is also further clarified that the amount of charges mentioned hereinabove is only indicative and not exhaustive and the Allottee agrees to pay to the Promoter, such increased charges as the Promoter may indicate without any demur.
43. The Promoter shall maintain only a consolidated account of all the amounts / deposits collected from the buyers of various flats / shops / commercial premises in the said Building and shall transfer the excess collection if any to the said Organisation on lease of the said Property. The Promoter shall not be liable to render any individual account of the amounts collected or disbursements made in respect of each separate flat / shop / commercial premises and such accounting shall be done by all the buyers of various flats / shops / commercial premises amongst themselves after transfer of the said Property to the said Organisation. In particular it is also agreed between the Parties hereto that notwithstanding any excess/deficit collection from any particular buyer of the flat / shops / commercial premises in respect of his/her Flat, the Promoter shall not be required to make up accounts with each buyer of the flat / shops / commercial premises in the said Building and the Allottee shall not make grievance or take any objection to the consolidation of all receipts and expenses in respect of flat / shop / commercial premises in the said Building. The Allottee undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on quarterly basis in advance and shall not withhold the same for any reason whatsoever or make any deductions therefrom.
44. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the said Organization or towards the outgoings, legal charges and shall utilize the amounts only for the purpose for which they have received.

45. It is agreed that in the event of any additional amounts becoming payable in respect of items mentioned in Clause Nos. _____ and _____ above, the Allottee shall forthwith on demand pay to and / or deposit the additional amounts with the Promoter. In the event the Allottee fails to pay all the amounts payable under these presents, the Promoter shall not be obliged to handover possession till payment thereof.
46. If the Allottee fails or neglects to pay these monthly outgoings in respect of the said Flat and / or their proportionate share for any reason whatsoever the Allottee shall be liable to pay and the Promoter shall be entitled to recover the outstanding amounts / arrears alongwith interest at the SBI highest marginal cost of lending rate plus 2% as specified in the Rules or at such rate as is notified from time to time p.a. from the date of default till recovery thereof. In such event the Promoter shall not only be entitled to adopt appropriate legal proceedings for recovery thereof but also be entitled absolutely and unconditionally to stop & restrict the Allottee from using other recreational facilities.
47. So long as each flat / shops / commercial premises in the said Building is not being separately assessed for municipal taxes and water charges, the Allottee shall pay to the Promoter a proportionate share of the Municipal tax and water charges assessed by the MCGM on the said Building, the common areas and the said Property. Such proportion to be determined by the Promoters on the basis of the area of the said Flat.
48. This Agreement is part of the scheme for formation, registration and incorporation of a Society or Limited Company or an Association of Apartment Owners or other body corporate that may be formed by the Allottees of flats / shops / commercial premises in the said Building and it is agreed by the Allottee that he / she / they shall be bound by the decision of the majority of the Allottees to whom the Promoter shall sell the other flats / shops / commercial premises in the said Building in all matters in relation to or arising out of this agreement or in relation to or concerning the management, administration and affairs of the said Property and the said building to be constructed thereon and the said Organisation that may be formed in the manner as stated hereinbefore.
49. The name of the said Building shall always be known as “**LIVSMART**” and this name shall not be changed without the written permission of the Promoter.

50. The Promoter shall at its sole discretion form and register the said Organisation. The Allottee shall join in forming and registering the said Organisation to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and / or membership and other papers and documents necessary for the formation and registration of the said Organisation and for becoming a member, including the bye-laws of the proposed Organisation and duly fill in, sign and return to the Promoter within 15 (fifteen) days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the organization of the Allottee. No objection shall be taken by the Allottee if any changes or modifications are made in the draft bye-laws or the Memorandum and / or Articles of Association, as may be required by the Registrar of Co-operative Societies / Registrar of Companies/association of apartment Owners as the case may be, or any other Competent Authority.

51. It is expressly agreed that the said Organisation will maintain the internal street lighting, common water tanks and water pipe lines and water connections and all other common services, benefits and advantages and will also maintain the recreation ground etc. and it is hereby expressly agreed and confirmed between the Parties that all such general benefits shall be for the use of the Allottees of the flats / shops / commercial premises in the said Building and the Allottee shall pay proportionate share thereof. The proportionate share payable by the Allottee to the Promoter / the said Organisation as may be determined by the Promoter / the said Organisation, shall be final and binding on the said Organisation and the Allottee.

52. It is expressly and specifically agreed, understood and confirmed that considering the overall development of the said Property, the Promoter shall at its sole discretion be entitled to form such number of societies / condominiums / companies and/or their respective independent association(s) / committee(s) for the purpose of management and administrative convenience. In the event of the Promoter permitting formation of any proposed Co-operative Society, Limited Company or Adhoc Committee of Allottees, Wing-wise, as the Promoter may in their sole discretion desire, such proposed Society or Limited Company or Adhoc Committee shall not call upon and will not demand formation and registration of any Society, Limited Company, Condominium and shall not take charge or demand administration of the said Building, till the said Building is duly completed by the Promoter and till the entire F.S.I. including TDR benefits available to be utilized on the said Property is duly utilised by

the Promoter and further till all the Allottees of flats / shops / commercial premises have observed and performed and fulfilled their obligations under the Agreement/s entered into by them with the Promoter for acquiring their respective flats / shops / commercial premises without any delay or default. The Allottee further agrees and confirms that any such proposed Society, Limited Company or Adhoc Committee shall be subject to overall paramount rights of control and management by the Promoter alone.

53. Subject to what is contained herein, the Promoter shall cause to be conveyed, leased or demised the entire said Property as a whole or any part thereof, or portion or portions thereof either building-wise, Zone-wise, Phase-wise, or Wing-wise to the independent Society, Limited company or Condominium of Apartments or Body of persons or Association of persons, as the case may be, at the sole option of the Promoter, the option to be selected and exercised by the Promoter, and the Allottee confirms that he/she/they will not call upon or compel the Promoter to select any specific option.
54. The Promoter shall have the right to enter into a contract with any third party / agency for the purpose of maintenance and upkeep of the said Property, such decision shall be final and binding until the conveyance/lease in respect of the said Building is executed in favour of the said Organisation. Thereafter, the said Organisation will undertake to maintain the said Building or any part thereof in the manner it was handed over save and except normal wear and tear of the property and the said Organisation shall create and maintain a Sinking Fund for the purpose of such maintenance and if the said Organisation commits default, the Promoters shall have a right to rectify the default and recover the expenses from the said Organisation.
55. It is agreed that as and when the Promoter enters into agreements / arrangements with any person/s, or otherwise the Promoter are in a position to provide all Utilities (as defined hereinafter) or any of them, then in that event the Allottee herein shall procure such Utilities only from the Promoter or any person as may be nominated by the Promoter in that behalf, as the case may be, and pay such amount as may be fixed by the Promoter or its nominee, to the Promoter or to its nominee, as the case may be. This term is the essence of this Agreement. For the purposes of this clause, Utilities refers to gas, water, electricity, telephone, cable television, internet services and such other service of mass consumption as may be utilized by the Allottee on a day-to-day basis. It is further clarified that this clause shall not be interpreted / construed to mean that the Promoter is obligated / liable to provide all or any of the Utilities whether or not the Promoter have entered

into agreements/ arrangements with any person, or otherwise the Promoter are in a position to provide all Utilities or any of it.

56. The Promoter shall allot all flats / shops / commercial premises, open spaces, terraces, etc. intended to be constructed on the said Property with a view that ultimately the Allottees / allottees of all the flats / shops / commercial premises etc., in the said Building shall be admitted to the said Organisation. It is agreed and clarified that the Promoter shall have all the rights and shall be entitled to sell, allot, transfer, lease, give on leave and license basis and/or otherwise deal with and dispose of the flats / shops / commercial premises, car parking spaces, open spaces, terraces, affiliated area etc. separately and independently and the Allottees / allottees of all the flats / shops / commercial premises, open space in said Building shall be admitted to the said Organisation.

57. In the event of the said Organisation being formed and registered before the sale / allotment and disposal by the Promoter of all the flats / shops / commercial premises, open spaces, terrace etc., then the powers and the authority of the organisation so formed and/or the Allottee and / or other holders of the flats/ shops/ commercial premises, shall be subject to the overall superintendence / authority and control of the Promoter in respect of all the matters concerning the said Building and in particular the Promoter shall have absolute authority and control as regards the unsold/not allotted flats / shops / commercial premises etc. till the disposal thereof PROVIDED AND ALWAYS the Allottee hereby agrees and confirms that in the event of the said Organisation, being formed earlier than the sale / allotment and disposal of all the flats / shops / commercial premises by the Promoter, then and in that event any allottee or Allottees of flats / shops / commercial premises from the Promoter shall be admitted to such organisation / Co-operative Society, Limited Company or Condominium of Apartment Owners on being called upon by the Promoter without payment of any premium or any additional charges save and except Rs. 520/- (Rupees Five Hundred and Twenty Only) for the membership money and entrance fee and such allottee, Allottees or transferee thereof shall not be discriminated or treated prejudicially by such organisation.

58. The Promoter shall, if necessary, become member(s) of the said Organisation in respect of their right and benefits conferred/reserved herein or otherwise entitled to in whatsoever manner. If the Promoter transfers, assigns and disposes off such rights and benefits at any time to anybody the assignee / transferee and/or the buyers thereof shall, if necessary, become the members of the said Organisation in respect of the said right and

benefits. The Allottee herein and the said Organisation will not have any objection to admit such assignees or transferees as members of the said Organisation and the Allottee hereby gives his / her / their specific consent to them being admitted.

59. The Promoter shall not be liable or required to pay any transfer fees / charges and / or any amount, compensation whatsoever to the said Organisation for the sale/allotment or transfer of the unsold flats / shops / commercial premises, unallotted car parking spaces etc. in the said Building or the said Property even after the conveyance/lease is executed in favour of the said Organisation.

60. The Co-operative Society / Limited Company / Organisation that may be formed of the Allottees / holders of units and other flats / shops / commercial premises in the said Building shall not issue Share Certificate to any Allottee/ member without obtaining the No Objection Certificate from the Promoter certifying that the Promoter has no outstanding/dues pending on any account to be received from the Allottee / member and remaining unpaid. If the said Co-operative Society / Limited Company / Organisation issues Share Certificate to any Allottee / member without adhering to or abiding by the aforesaid condition, the said Co-operative Society / Limited Company / Organisation shall be responsible and liable to pay such amounts due and payable, if any, by such Allottee / member to the Promoter.

61. All costs, charges and expenses incurred in connection with the formation of the said Organisation as well as the costs of preparing, engrossing, stamping and registering all deeds, documents required to be executed by the Promoter and by the Allottee including stamp duty, registration charges etc., payable in respect of such documents, as well as the entire professional costs of the attorneys of the Promoter for preparing and approving all such documents shall be borne and paid by the Allottee and the said Organisation as aforesaid and / or proportionately by all the holders of the flats / shops / commercial premises, in the said Building. The Promoter shall not be liable to contribute anything towards such expenses.

62. The Allottee hereby agrees and undertakes that the Allottee shall, from time to time, sign all applications, papers and documents and do all acts, deeds and things as the Promoter or the said Organisation may require for safeguarding the interest of the Promoter and/or the Allottee and/or the other Allottees in the said Property.

63. It is agreed that one month prior to the execution of the conveyance / lease of the said Property or part thereof in favour of the said Organisation the Allottee shall pay to the Promoter, the Allottee's share of stamp duty and registration charges payable, if any, by the said Organisation on the lease or any document or instrument of transfer in respect of the said Property and the said Building. The Allottee alone will be responsible for consequences of insufficient and / or non-payment of stamp duty and registration charges on this Agreement and/or all other documents etc.
64. It is agreed, confirmed and covenanted by the Allottee that the Allottee shall not be entitled to nor shall he/she/they demand sub-division of the said Building or the said Property or be entitled to any FSI.
65. On the happening of the following events ("**Events of Default**"), the Promoter shall solely at its discretion be entitled to terminate this Agreement till the possession of the said Flat is not handed over or till entire said Sale Price along with all other amounts is paid:
- (i) If the Allottee delays or commits default in making payment of any of the amounts and/or instalments of any amount payable under this Agreement or otherwise and;
 - (ii) Any payments made in favour of any other account other than the account mentioned in Clause No. _____hereinabove, shall not be treated as payment towards the said Flat and shall be construed as a breach on the part of the Allottee;
 - (iii) If the Promoter are of the opinion and / or belief that any of the representation, declarations and/or warranties etc. made by the Allottee in the Booking Form, Acceptance Letter, Allotment Letter, present Agreement and / or any other documents executed and / or entered into or to be executed and / or entered into by the Allottee is untrue or false;
 - (iv) If the Allottee commits a breach of any of the terms of this Agreement as recorded herein;
 - (v) If the Allottee has been declared and / or adjudged to be insolvent, bankrupt etc. and/or ordered to be wound up;

- (vi) If the Promoters are of the opinion that the Allottee is unable to pay its debts and / or makes, or has at any time made, a composition with the creditors;
- (vii) If the Allottee is, convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than six months;
- (viii) If Receiver and / or a Liquidator and/or Official Assignee or any person is appointed of the Allottee or in respect of all or any of the assets and / or properties of the Allottee;
- (ix) If any of the assets and/or properties of the Allottee is attached for any reason whatsoever under any law, rules, regulation, statute, etc.;
- (x) If the Promoters are of the opinion and / or belief that the Allottee is an undesirable element and / or is likely to cause nuisance and / or cause hindrances in the completion of the development of the said Property and / or anytime thereafter and / or it is apprehended that he/she/they is / are likely to default in making payment of the amounts mentioned in this Agreement;
- (xi) Any execution or other similar process is issued and / or levied against the Allottee and / or any of his / her / their assets and properties;
- (xii) If the Allottee has been declared and / or adjudged to be of unsound mind;
- (xiii) If the Allottee has received any notice from the Government of India (either Central, State or Local) or foreign Government for the Allottee's involvement in any money laundering or any illegal activity and / or is declared to be a proclaimed offender and / or a warrant is issued against him / her / it / them;
- (xiv) If the Promoter is of the opinion and / or belief that any of the aforesaid events has been suppressed by the Allottee.

66. On happening or occurring of any of the Event of Default, then and in that event, the Promoter may at its discretion address a notice to the Allottee, calling upon them to rectify / cure such default or breach of the terms and conditions of this Agreement within a period of 15 (fifteen) days from the

date of receipt thereof failing which the Agreement shall stand terminated and / or on cancellation in which event the consequences hereinafter set out shall follow:

- a) the Allottee shall cease to have any right, title, interest, claim demand etc. of any nature whatsoever in the said Flat or any part thereof and the car parking space allotted to him or against the Promoter;
- b) the Promoter shall be entitled to deal with and dispose off the said Flat to any other person/s as it deems fit on at such consideration and on such terms and conditions as the Promoter deem fit, without any further act or consent of the Allottee. The said Sale Price paid by the Allottee shall stand forfeited and the Allottee shall not have any claim of any nature whatsoever in this regard against the Promoter.
- c) The amount shall be accepted by the Allottee/s in full satisfaction of all his / her / their claim under this Agreement and / or in or to the said Flat. The Allottee/s agree/s that receipt of the said refund by cheque from the Promoter by the Allottee/s by registered post acknowledgement due at the address given by the Allottee/s in these presents whether the Allottee/s accept/s or encashes the cheque or not, will result in the amount being refunded and the Allottee shall have no claim in respect of the said Flat and/or against the Promoter.
- d) The Promoter shall, in the event of any shortfall, be entitled to recover the said amounts from the Allottee/s. It is agreed and clarified that the Promoter shall not be liable to pay to the Allottee/s any interest, compensation, damages, costs or otherwise and shall also not be liable to reimburse to the Allottee/s any Government Charges such as Service Tax, VAT, GST, Stamp Duty, Registration Fees etc.

67. It is expressly agreed that until the lease of the said Property to the Organisation formed by the Allottees; the Promoter shall have an irrevocable and perpetual right and be entitled to put a hoarding on the said Property or on any part/parts of the said Building including on the terrace and/or on the parapet wall on the said Property and the said hoardings may be illuminated or comprising of neon signs and for that purpose the Promoter is fully authorised to allow temporary or permanent construction or erection for installation either on the exterior of the said Building or on the said Property as the case may be and further the Promoter shall be entitled to use and allow third party to use any part of the said Building and the said Property for installation of cables, satellite, communication equipment, cellular telephone equipment, radio turnkey equipment, wireless equipment, etc. The Allottee

agrees not to object or dispute the same. It is further expressly agreed that the Promoter shall have an irrevocable and perpetual right and be entitled to receive, recover, retain and appropriate all the rents, profits and other compensation including any increase thereof and the Allottee shall not have any right or be entitled to any such rents, profits and other compensation including any increase thereof or any part thereof. All the rents, profits and other compensation including any increase thereof shall solely and absolutely belong to the Promoter. Notwithstanding anything contained herein, it is further agreed between the parties that at all times before and/or after the lease of the said Property unto the said Organisation formed by the Allottee, the Promoter shall be entitled to brand the said Project by putting its name/logo/sign on such conspicuous part of the said building as desired by it. It is agreed that neither the Allottee nor the said Organisation shall at any point of time be entitled to remove, object, dispute or demand any monetary consideration for putting up the sign / name / logo.

68. The Allottee by himself / herself / themselves with intention to bind all persons into whose hands the said Flat may hereinafter come, even after the said Building is conveyed in favour of the said Organisation, hereby covenants with the Promoter as follows:-

- (i) Not to do or suffer to be done anything in or to the said Building, said Flat, additional areas, staircase common areas or any passages which may be against the rules, regulations or byelaws of concerned local or any other authority or change / alter or make addition in or to the building or to the said Flat itself or any part thereof and to maintain the said Flat and the additional areas at the Allottee's own cost in good repair and condition from the date on which the Allottee is permitted to use the said Flat and the additional areas. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and shall also pay any penal charges levied by the authorities;
- (ii) Not to store anything in the refuge floor nor store any goods in the said Flat which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the said Building 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 on the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the said Building and in case any damage is caused to the said Building on

account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach and shall repair the same at his/her/their own costs;

- (iii) Not to change the user of the said Flat and / or make any structural alteration and / or construct any additional structures, mezzanine floors, whether temporary or permanent, in the said Flat and not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces and/or refuge areas;
- (iv) Not to demolish or cause to be demolished the said Flat or any part thereof, nor at any time make or cause to be made any addition or alteration whatsoever in or to the said Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the said Building in which the said Flat is situated and shall keep the portion, sewers, drains pipes in the said Flat and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the said Building in which the said Flat is situated and shall not chisel or in any other manner damage the columns, beam, walls, slabs or RCC Pardis or other structural changes in the said Flat without the prior written permission of the Promoters and / or the said Organisation;
- (v) To maintain, at the Allottee's own cost, in good tenantable repair and condition from the date of possession of the said Flat is taken and shall not do or suffer to be done anything in or to the said Building in which the said Flat is situated, staircase or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change / alter or make addition in or to the said Flat itself or any part thereof;
- (vi) Not to make any alteration in the elevation and outside colour scheme of paint and glass of the said Building and not to cover/enclose the planters and service ducts or any of the projections from the said Flat or within the said Flat, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Flat without the prior written permission of the Promoter, nor do / cause to do any hammering for whatsoever use on the external / dead walls of the said Building or do any act to affect the F.S.I. potential of the said Property;

- (vii) Not to shift windows of the said Flat and / or carry out any changes in the said Flat so as to increase the area of the said Flat and / or put any grill which would affect the elevation of the said Building and / or carryout any unauthorized construction in the said Flat. In the event if any such change is carried out, the Allottee shall remove the same within 24 hours of notice in that regard from the Promoter / Organisation. In the event if the Allottee fails to remove the same within the period of 24 hours, then the Promoter shall be entitled to enter upon the said Flat and remove such unauthorised construction and the Allottee hereby agrees and undertakes not to raise any objection for the same and / or demand any damages for the same from the Promoter / Common Organisation;
- (viii) Not to install a window Air-conditioner within or outside the said Flat. If found that the Allottee has affixed a window air conditioner or the outdoor condensing unit which projects outside the said Flat, the Allottee shall be required to remove the same upon being called upon by the Promoter to do so;
- (ix) The Allottee/s shall not dry clothes in any area visible on the outside, else the Allottee/s shall be liable to pay to the Promoter Rs.1,000/- (Rupees One Thousand only) per day. The Allottee/s shall not place, keep or install exhaust fan or any other devices in Deck area (if any), and further, the Allottee/s shall do not do any act that spoils the external elevation of the said building in which the said Flat is situated;
- (x) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property and the said Building or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance;
- (xi) Not to delay / default in payment of the amounts to be paid to the Promoters in addition to the amounts collected in Clause Nos. _____ and _____ above and pay within 10 days of demand by the Promoters, his/her/their share of security deposit demanded by any concerned local authority or government, M.C.G.M. for giving water, or any electric supply company for giving electricity or any other service connection to the said Building;
- (xii) 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 other public authority, on

account of change of user of the said Flat by the Allottee/s viz. user for any purposes other than purpose for which the same is allotted;

- (xiii) Not to delay / default in payment of 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 other public authority from time to time;
- (xiv) Not to transfer or assign the Allottee's right, interest or benefit under this Agreement and / or let, sub-let, sell, mortgage and / or otherwise transfer, assign or part with occupation or give on leave and licence, care taker, paying guest or tenancy basis or induct any person/s into or part with the said Flat until all the payments whether due or not but payable by the Allottee to the Promoters under this Agreement or otherwise under any law are fully paid up and only if the Allottee has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has/have obtained the prior written permission of the Promoter or the said Organisation as the case may be, along with payment of the charges to Promoter or the said Organisation, as the case may be and also on the intending Transferee undertaking to observe and perform and carry out the terms and conditions as may be imposed in that behalf. Such consent shall be at the discretion of the Promoter and upon such terms and conditions as stipulated therein;
- (xv) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat into the compound or the refuge floor or any portion of the said Property and the said Building;
- (xvi) Shall not at any time cause or permit any public or private nuisance or to use a loud speaker etc. in or upon the said Flat, the said Building or the said Property or any part thereof or do anything which shall cause any annoyance, inconveniences, suffering, hardship or disturbance to the occupants or to the Promoter;
- (xvii) Shall not discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the said Flat and / or the said Building nor litter or permit any littering in the common areas and facilities in or around the said Flat and / or the said Building and at the Allottee's own cost and expense to make good and sufficient provision for the safe and

efficient disposal of all waste generated at the said Flat and/or the said Building to the requirement and satisfaction of the Promoter and/or relevant government and statutory authorities;

- (xviii) Shall either by himself / herself / themselves or any person claiming by / through / from the Allottee not do anything which may or is likely to endanger or damage the said Building or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the said Building. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the said Building;
- (xix) Shall not display at any place in the said Building any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Allottee shall not stick or affix pamphlets, posters or any paper on the walls of the said Building or common areas therein or in any other place or on the window, doors and corridors of the said Building;
- (xx) Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the said Building or the exterior wall of the said Flat or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever save and except the name of the Allottee in such places only as shall have been previously approved in writing by the Promoter in accordance with and in such manner, position and standard design laid down by the Promoter;
- (xxi) Not to use the open places, terrace, stilt (if any) in the said Building or compound or common areas thereof for killing of animals and / or birds or in public view or otherwise or to offend religious feelings of other communities;
- (xxii) Not to park at any other place and shall park all vehicles in the allotted / designated parking spaces only as may be earmarked and prescribed by the Promoter and subsequently ratified by the Organisation;

- (xxiii) Shall cause the said Organisation to paint the said Building at least once in every five years maintaining the original colour scheme even after the lease is executed in favour of the said Organisation;
- (xxiv) Not to any time demand partition of the said Building and/or said Property etc. and/or his/her/their interest, if any;
- (xxv) Shall not violate and shall abide by all rules and regulations framed by the Promoter / its designated Project Manager or by the said Organisation, for the purpose of maintenance and up-keep of the said Building and in connection with any interior / civil works that the Allottee may carry out in the said Flat;
- (xxvi) Shall not violate and shall observe and perform all the rules, regulations and bye-laws which the said Organisation may have at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the flats / shops / commercial premises therein and for the observance and performance of the said 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 shall also observe and perform all the stipulations and conditions laid down by the said Organisation regarding the occupation and use of the said Flat in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement;
- (xxvii) The Allottee/s have been handed over with the Fit Out and Maintenance Manual which shall be strictly observed and followed by the Allottee/s and the occupants of the said Flat. In the event there is any default and violation of any such guidelines as directed in following the terms and conditions and the responsibilities of the Fit Out and Maintenance Manual, either by the Allottee/s/ occupant or the interior designer or any such person, the Allottee/s shall be solely responsible of the consequences and shall be penalized for the appropriate loss caused along with any such fine that shall be imposed by the Promoter as defined therein till such default/violation of Fit-Out and Maintenance Manual guidelines has not been rectified and the gravity of the loss is continued, without prejudice to the Promoter's right to initiate any such legal action in order to seek remedy in the event of continuous violation as aforesaid;

- (xxviii) Shall not do or permit or suffer to be done anything in or upon the said Flat or any part of the said Building which is or may, or which in the opinion of the Promoter is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining flats or the neighbourhood. Provided always that the Promoter shall not be responsible to the Allottee for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining flats / shops / commercial premises of the said Building and the Allottee shall not hold the Promoter so liable;
- (xxix) Shall not obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the said Flat or in or on the common stairways, refuge areas, corridors and passageways in and of the said Building;
- (xxx) Shall never in any manner enclose any flower beds / pocket terrace/s and other areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the said Flat and keep the same unenclosed at all times. The Promoter shall have the right to inspect the said Flat and the additional areas at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Allottee and also to recover costs incurred for such demolition and reinstatement of the said Flat and the additional area to its original state;
- (xxxii) Notwithstanding anything contrary hereto and without prejudice to all other rights that the Promoter may have against the Allottee either under this Agreement or otherwise, breach of clauses iii & iv stated herein shall cause this Agreement to ipso facto come to an end and the consequences of termination as stated in clause 62 shall follow;
- (xxxiii) The Allottee hereby agrees and undertakes that, if the Allottee and / or any of the person/s occupying the said Flat with the Allottee or any servant or guest of the Allottee commits default of either or any or all of the aforesaid sub-clauses (save and except iii & iv), then the Allottee upon receipt of cure notice shall be liable to immediately rectify any damage and default immediately at his / her / their own cost and shall also be liable to pay to the Promoter a penalty of Rs.50,000/-

(Rupees Fifty Thousand Only) on each such occasion on which the Allottee or any person on his / her / their behalf commits default of this sub-clause and such enhanced amount as demanded in case of continuing default or failing to rectify the default despite receipt of notice. The aforesaid penalty/ies shall be payable by the Allottee in addition to the cost of rectification for the default committed. In the event the Allottee fails to pay the penalty and rectify the default at his / her / their own cost or reimburse the cost of rectification to the Allottee within 15 days of notice / intimation / demand then the Promoter in addition to being entitled to recover the same along with penal interest, shall also be entitled to set right the default if possible and / or enter upon the said Flat remove, undo and dismantle at the Allottee's cost, any of the not so permitted act, deed or thing including any fixtures or grills or air conditioner or the outdoor condensing unit which are in contravention of this sub-clause or any other provision of this Agreement.

69. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat or of the said Property and the said Building or any part thereof.

70. The Promoter shall have irrevocable, unconditional and unfettered right and be entitled to and the Allottee shall permit the Promoter and its surveyors and agents with or without workmen and others, at all times, to enter into and upon the said Flat to view and examine the state and conditions thereof. The Allottee shall permit the Promoter and their surveyors and agents with or without workmen and others at reasonable times to enter into and upon the said Flat or any part thereof for the purpose of making, maintaining, rebuilding, cleaning, lighting and keeping in order and good conditions all services, drains, pipes, cables, water covers, gutters, wires, party walls, structure or other conveniences belonging to or serving or used for the said Building and also for the purpose of laying down, maintaining, repairing and also for purpose of cutting of essential services including water supply to or any of the flats / shops / commercial premises in the said Building in respect whereof the Allottees of such other flats / shops / commercial premises, as the case may be, shall have made default in paying his share of taxes, maintenance charges etc.

71. It is agreed between parties that for the immediate first sale of the said Flat by the Allottee, to a third party/ies, the said third party/ies shall pay to the Promoter a transfer fees / charges calculated at 2% (two percent) of the total sale consideration of the said Flat or the Sale Price whichever is higher

, provided that the Allottee shall, prior to such sale, obtain in writing an undertaking from the third party/ies in favour of the Promoter to the effect that for every subsequent sale or transfer of the said Flat or any part thereof, the said third party/ies shall pay to the Promoter transfer fees/charges as mentioned hereinbelow in this clause till the formation of Organization. In respect of all sales / transfers after the immediate first sale / transfer, the Promoter shall be entitled to receive transfer fees / charges calculated at 5% (Five Percent) of the total sale consideration of the said Flat or the Sale Price whichever is higher. It is clarified that the Promoter shall never be liable or required to pay any transfer fees/charges and/or any amount, compensation whatsoever to the said Organisation for the sale or transfer of the unsold Flat in the said Building “**LIVSMART**” or the said Property even after the lease /conveyance with respect to the said Property is executed in favour of the said Organisation. The transfer fees / charges shall be paid to the Promoters as stated hereinabove at the time of obtaining the no objection letter from the Promoters. It is agreed between the Parties that the said Flat can be transferred only after a lock in period of two years.

72. Notwithstanding anything contrary to any of the clauses contained herein or in any other letter, no objection, permissions, deeds, documents and writings (whether executed now or in future by the Promoter) as also permission/no objections for mortgaging the said Flat or creating any charge or lien on the said Flat and notwithstanding the mortgages/charges/lien of or on the said Flat, the Promoter shall have first and exclusive charge on the said Flat and all the right, title and interest of the Allottee under this Agreement for recovery of any amount due and payable by the Allottee to the Promoter under this Agreement or otherwise.

73. The Allottee confirms, understands and agrees that the information, details, images, sketches and elevation contained in the leaflets/ brochures or any other printed material are only indicative and artistic imagination and may not be exact or accurate, and the same does not form either the basis or part of the offer or contract. The Allottee further confirms and accepts that he/ she has only relied upon the approved plans. The Allottee confirms that he/she/they have done site inspection and is aware of the planning, surroundings in and around the said Property.

74. The Allottee hereby nominates Mr./ Ms. _____
_____ having his/her address at _____
_____ who
is _____ of the Allottee as his / her / their nominee in
respect of the said Flat. On the death of Allottee, the said Mr./ Mrs.

_____ (“the said **Nominee**”) shall assume all the obligations of the Allottee under this Agreement or otherwise, and shall be liable and responsible to perform the same. The Allottee shall at any time hereafter be entitled to substitute the name of the said Nominee for the purposes herein mentioned. The Promoters shall only recognize the said Nominee or the nominee substituted by the Allottee (only if such substitution has been intimated to the Promoters in writing) and deal with him or her in all matters pertaining to the said Flat. The heirs and legal representatives of the Allottee shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc. of and / or by the said Nominee. The Promoter shall at its discretion be entitled to insist on Probate/Succession Certificate / Letters of Administration and / or such other documents as the Promoter may deem fit, from such nominee. The nominee would be required to give an declaration-cum-indemnity / indemnity bond indemnifying the Promoter as may be necessary and required by the Promoter.

75. 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 said Project shall equally be applicable to and enforceable against any subsequent Allottees of the said Flat, in case of a transfer, as the said obligations go along with the said Flat for all intents and purposes.

76. Notwithstanding anything contained herein, it is agreed between the parties hereto:

- (i) that the Promoter shall have irrevocable and unfettered right and be entitled, at any time hereafter, to mortgage, create charge and other encumbrances and in respect of the said Property and/or the said Building and unsold flats / shops / commercial premises therein and also the said building to be constructed hereafter and its right, title and interest therein;
- (ii) that the Promoter shall have an irrevocable and unfettered right and be entitled, at any time hereafter to partition the said Building and the said Property as the Promoter may deem fit and proper and the Allottee shall have no objection to the same;
- (iii) that the sample flat / shops / commercial premises if any, constructed by the Promoters and all furniture, items, electronic goods, amenities etc. provided therein are only for the purposes of show casing the flats

/ shops / commercial premises and the Promoter is not liable, required and / or obligated to provide any furniture, items, electronic goods, amenities etc. as displayed in the said sample flat / shops / commercial premises, other than as expressly agreed by the Promoter under this Agreement.

77. The Allottee represents and warrants that:

- (i) He has not been declared and / or adjudged to be an insolvent, bankrupt etc. and / or ordered to be wound up, as the case may be; no receiver and/or liquidator and / or official assignee or any person is appointed of the Allottee or all or any of its assets and/or properties;
- (ii) no receiver and/or liquidator and/or official assignee or any person is appointed of the Allottee or all or any of its assets and/or properties;
- (iii) none of his/her/their assets / properties is attached and/or no notice of attachment has been received under any rule, law, regulation, statute etc.;
- (iv) no notice is received from the Government in India (either Central, State or Local) and / or from abroad for his involvement in any money laundering or any illegal activity and / or is declared to be a proclaimed offender and / or a warrant is issued against him;
- (v) no execution or other similar process is issued and/or levied against him and/or against any of his assets and properties;
- (vi) he is not of unsound mind and/or is not adjudged to be of unsound mind;
- (vii) he has not compounded payment with his creditors;
- (viii) he is not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than six months;
- (ix) he is competent to contract and enter into this Agreement as per the prevailing Indian Laws.

78. The Promoter considers the accuracy of the representations and warranties to be an important and integral part of this agreement and have executed this agreement in reliance of the same.

79. The Allottee hereby agrees to indemnify and keep indemnified, saved, defended and harmless the Promoter against any or all claims, losses, damages, expenses, costs or other liabilities incurred or suffered by the Promoter from or due to any breach by the Allottee of his/her/their covenants, representations and warranties under this Agreement or due to any act, omission, default on the part of the Allottee in complying / performing his / her / their obligations under this Agreement.
80. The Agreement sets forth the entire agreement and understanding between the Allottee and the Promoter and supersedes, cancel and merges:-
- a. All agreements, negotiations, commitments, writings between the Allottee/s and the Promoter prior to the date of execution of this agreement;
 - b. All the representation, warranties, commitments, etc. made by the Promoter in any documents, brochure, hoarding, etc. and /or through on any other medium;
 - c. The Promoter shall not be bound by any such agreement, negotiations, commitments, writings, discussions, representations, warranties and/or compliance thereof other than expressly agreed by the Promoter under this Agreement.
81. No forbearance, indulgence or relaxation or inaction by the Promoter at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice its rights to require performance of that provision and any waiver or acquiescence by them of any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and / or position other than as expressly stipulated in these presents.
82. 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 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 nor shall the same in any manner prejudice the rights of the Promoter.
83. The Allottee herein indemnifies and keeps the Promoter indemnified against

any claim, cost, expense, consequence due to breach of the terms, conditions, covenants and representations of this Agreement and / or any other writing and / or the terms and conditions of layout, I.O.A., Commencement Certificate, N.O.C. and other sanctions, permissions, Undertakings and Affidavits etc.

84. Interpretation

In this Agreement where the context admits:

- (i) any reference to any statute or statutory provision shall include:
 - (a) all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated);
 - (b) such provision as from time to time amended, modified, re-enacted or consolidated (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;
- (ii) any reference to the singular shall include the plural and vice-versa;
- (iii) any references to the masculine, the feminine and the neuter shall include each other;
- (iv) any references to a “company” shall include a body corporate;
- (v) the word “Business Day” would be construed as a day which is not a Sunday, or a public holiday or a bank holiday under the Negotiable Instruments Act, 1881 either at Mumbai, or any place where any act under this Agreement is to be performed;
- (vi) the schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it. Any references to Clauses, Sections and schedules are to Clauses, Sections of and schedules to this Agreement. Any references to parts

or paragraphs are, unless otherwise stated, references to parts or paragraphs of the schedule in which the reference appears;

- (vii) references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
- (viii) the expression “this Clause” shall, unless followed by reference to a specific provision, be deemed to refer to the whole Clause (not merely the sub-Clause, paragraph or other provision) in which the expression occurs;
- (ix) each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;
- (x) in determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a Business Day, then the period shall include the next following Business Day;
- (xi) “the words “include”, “including” and “in particular” shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- (xii) references to a Person (or to a word importing a Person) shall be construed so as to include:
 - (a) an individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality);
 - (b) that Person’s successors in title and assigns or transferees permitted in accordance with the terms of this Agreement; and

- (c) references to a Person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;
- (xiii) where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words.

85. All notices to be served on the Allottee as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee by Registered Post A.D. / Under Certificate of Posting / Courier or by hand delivery or by Fax, E-mail to the address of the addressee at his / her / their address hereinbefore mentioned

86. A notice shall be deemed to have been served as follows:

- (i) if personally delivered, at the time of delivery;
- (ii) if sent by courier, Registered (Post) A.D. or by Fax, E-mail at the time of delivery thereof to the person receiving the same.

87. For the purposes of this transaction, the details of the PAN of the Promoter and the Allottee are as follows:-

- (i) Promoters PAN AAECD4308D
- (ii) Allottee's PAN _____

88. The Allottee shall bear and pay all the amounts payable towards stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all documents for sale and/or transfer of the said Flat including on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Allottee's account.

89. The Parties hereto confirm that this document constitutes the full agreement between the Parties and supersedes all previous agreements, arrangements, understanding, writings, allotment, letters, brochures and/or other documents entered into, executed and/or provided.

90. The Allottee confirms that the Allottee has/have visited and has/have physically seen the said Property and is not entering into this Agreement on the basis of any advertisement or brochure or oral representation concerning the said Project or the said Building or the said Flat.

91. The Allottee hereby declares that he / she / they has / have gone through this Agreement and all the documents related to the said Property and the said Flat and has expressly understood the contents, terms and conditions of the same and the Allottee after being fully satisfied has/have entered into this Agreement and further agrees not to raise any objection in regard to the same.

IN WITNESS WHEREOF the Parties have set and subscribed their respective hands and seals to these presents the day and year first hereinabove stated.

THE FIRST SCHEDULE ABOVE REFERRED TO

(description of the said Larger Property)

All that piece and parcel of land or ground together with building and structures standing thereon bearing Plot No. 17 (part), Suburban Scheme No.1, Kurla, corresponding to CTS Nos. 637 (part), 637/44 to 46, 637/49 (part), 637/53 (part), 637/54 to 56, 637/58 (part), 637/59 to 77, 637/78 (part), 637/87 to 121 aggregating to 2,13,967.30 sq. mtrs. of Village Kurla II, situate at Premier Road, Off Lal Bahadur Shastri Marg, Taluka Kurla, District Mumbai Suburban, Registration and Sub Registration District of Mumbai Suburban and bounded as follows:

On or towards East	:	By 18.30 Mtr. wide D.P Road
On or towards West	:	By 13.40 Mtr. Wide D.P Road
On or towards South	:	By Railway Boundary of Kurla car shed
On or towards North	:	By property belonging to Kohinoor group

THE SECOND SCHEDULE ABOVE REFERRED TO

(description of the said Property)

ALL THAT pieces and parcels of lands bearing C.T.S. No. 637/72 (part), 637/53 (part), 637/54 (part), 637/55, 637/56, 637/58A (part), 637/60 (part), 637/61, 637/62 (part) admeasuring 18,564 sq. mtrs. situated at Suburban Scheme No.1, Kurla of Village Kurla II, within the Registration and Sub District of Mumbai City, and Suburban being the portion of the said Larger Property described in First Schedule hereinabove referred to and bounded as follows: -

On or towards East	:	By 18.30 mtr wide D.P. road
On or towards West	:	By sale building no. 1 by the name Premier Residency and 9 mtr wide internal road
On or towards South	:	By sale building no. 3 by the name Premier Exotica-I)
On or towards North	:	By property belonging to Kohinoor group

THE THIRD SCHEDULE ABOVE REFERRED TO

(description of the said Flat)

Flat No. _____ on _____ floor, of _____ Wing, admeasuring about _____sq. mtr. carpet area in the said building “LIVSMART” to be constructed on the property described in the Second Schedule hereinabove.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Common Areas and facilities)

1. Said Property
2. Staircase and landing
3. Corridors
4. Main entrance Lobby with reception area
5. Lift, Lobby and Landings
6. Lifts
7. Senior citizen Plaza;
8. Childrens play area;
9. Half basketball court;
10. Cricket net;
11. Multi purpose court;
12. Tennis Court;

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Standard fixtures and fittings to be provided in the said Flat)

1. Vitrified tiles in entire flat;
2. Modular kitchen, Hob chimney, washing machine, microwave & refrigerator;
3. Video door phone with intercom for security;
4. Smart home security system with provision of WiFi;
5. Jaguar or equivalent bathroom fittings;
6. French Windows.

SIGNED SEALED AND DELIVERED by)
the withinnamed “**Promoter**”)
D. K. REALTY (INDIA) PRIVATE)
LIMITED through its Director/Authorized)
Signatory _____)
_____)
in the presence of...)
1.

2.

SIGNED AND DELIVERED by the)
withinnamed “**Allottee**”)
_____)
_____)
In the presence of...)
1.

2.

Receipt

RECEIVED of and from the withinnamed)
Allottee, the sum of **Rs.**_____/-)
(Rupees_____)
_____ **Only)**)
towards instalments in _____ paid by)
him/her/them to us, as within mentioned.) **Rs.**_____/-
We Say Received
Promoter

For D. K. Realty (India) Pvt. Ltd.

Director/Authorized Signatory

Witness:

- 1.
- 2.