

<<On the Letterhead of SAMUDRA DEVELOPERS PRIVATE LIMITED >>

LETTER OF ALLOTMENT

To,

Dear Sir,

Subject: Provisional allotment of Flat No. _____ admeasuring _____sq. mtrs. of carpet area, on the _____ floor in the said Building known as “**Monticello**”, situated at Kane Road, Bandra Hill now known as Mount Mary Hill, Bandra, Andheri Taluka, Mumbai Suburban District, Registration Sub-District, Bandra, Registration District Mumbai Suburban and bearing CTS No.B/870-B.

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 to you, a flat bearing no. _____ admeasuring _____sq. mtrs. of carpet area (hereinafter referred to as the “**said Flat**”), on the _____ floor in the building known as “**Monticello**” situated at Kane Road, Bandra Hill now known as Mount Mary Hill, Bandra, Andheri Taluka, Mumbai Suburban District, Registration Sub-District, Bandra, Registration District Mumbai Suburban and bearing CTS No.B/870-B (hereinafter referred to as the “**said Project**”) for the aggregate consideration of 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 appurtenant to the said Flat payable by you to us. The said Sale Price shall be subject to Tax Deduction at Source (“TDS”) as may be required under prevailing law.
2. The said Sale Price is exclusive of all applicable Taxes, Levies, Cesses, Goods and Service Tax etc. or any other similar taxes, by 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 you have agreed to pay us the balance amount of Rs. _____/- (Rupees _____Only) in accordance with the payment plan as set out in the draft agreement for sale uploaded on the RERA website. In addition to the said Sale Price and all taxes and levies mentioned above you shall also be liable to pay certain additional amounts towards deposits, legal charges, costs of formation of organization/ co-operative society, stamp duty, registration charges, development charges, provisional maintenance charges, 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 said 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 payment of installments of the said Sale Price, etc.
5. You will be allotted _____ number of car parking space/s being constructed in the layout.
6. You are aware that the Promoter is entitled to Occupancy Class – II rights with respect to the said land. The use/ allotment/ sale of the said Flat hereunder and transfer of said land shall be subject to terms and conditions contained in the relevant orders/ notifications, circulars, resolutions passed by the Collector/ Competent Authority/ Government from time to time. All charges, fees, premiums including but not limited to payment of transfer fees/ premiums etc. for allotment/ sale of the said Flat shall be solely borne and paid by you. You shall also be liable to pay proportionate share of transfer fees/ premiums to the Collector at the time of Promoter causing the Collector to grant Occupancy Class – II rights over the said land to the organization of flat purchasers or on the Promoter obtaining consent of the Collector to transfer Occupancy Class – II rights over the said land in favour of the organization of the flat purchasers or the share transfer charges and all incidental expenses thereto in case we transfer our shares to all the flat purchasers of the building proportionately.

7. You agree and confirm that you have physically inspected the site whereupon the said Project is being constructed and you have also inspected all the documents of title and permissions and have satisfied yourself about our rights to develop the said Project and after the same you have requested us to grant you this letter of provisional allotment of the said Flat and therefore the provisional allotment of the said Flat is being made in your favor.
8. You agree that you shall execute and register the agreement for sale with respect to the said Flat in the format provided by us to you 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.
9. It is specifically agreed by and between us that the timely payment of the said Sale Price by you to us in accordance with the payment plan as set out in the agreement for sale 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, cesses etc. levied by concerned local authority and other outgoings) for more than 15 days, then, we shall be entitled at our sole discretion to terminate the Allotment of the said Flat, 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/ allotment of the said Flat. Provided further that upon termination of this contract as aforesaid, we shall forfeit 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 of 10% of the said Sale Price 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.

10. The terms and conditions referred to herein and the terms and conditions set out in the Draft Agreement for Sale uploaded on the RERA website shall form integral part of this Allotment and shall bind 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 the aforesaid
terms of allotment

For **SAMUDRA DEVELOPERS PRIVATE LIMITED**

Authorised Signatory

(Signature of Flat Purchaser)

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made at Mumbai this ____ day of _____, 2015;

BETWEEN

SAMUDRA DEVELOPERS PRIVATE LIMITED, a company incorporated and registered under the provisions of Companies Act, 1956, having its registered office at HDIL Towers, 4th Floors, Anant Kanekar Marg, Bandra (E), Mumbai – 400 051, hereinafter referred to as the “**Promoter**” (which expression shall unless it be 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. _____,
_____,
an adult/s, Indian Inhabitant/s NRI/ OCI/ PIO/ a partnership firm / a company registered under the Companies Act, 1956, resident of / carrying on the business at _____ / _____ having _____ its _____ registered _____ office at _____, hereinafter referred to as the “**Purchaser/s**”/ “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its / his / their respective heirs, successors and assigns) of the **Other Part**.

WHEREAS:

- A. By diverse means and assignments, Joseph Felix Pereira and Martha Pereira had leasehold rights in respect of all that piece and parcel of land or ground admeasuring 1100 square yards (equivalent to 919.30 sq. meters of thereabouts) bearing C.T.S. No. B/870-B of revenue Village Bandra situate at Kane Road, Bandra Hill now known as Mount Mary Hill,

Bandra, formerly South Salsette Taluka and now Taluka Andheri, Mumbai Suburban District, Registration Sub-District, Bandra, Registration District Mumbai Suburban together with the structure standing thereon more particularly described in the **First Schedule** hereunder written (hereinafter referred to as the “**said Property**”) for a period up to 31 December 1950 (“**Term**”).

- B. The said Joseph Felix Pereira died on 18 April 1947 leaving behind his last Will and Testament dated 17 August 1939. Under the said Will, Mr. Joseph Felix Pereira appointed his wife Martha Pereira as one of the executrix of the Will. Under the said Will all the residual estate of Mr. Joseph Felix Pereira was bequeathed to Mrs. Martha Pereira. On demise of Mr. Joseph Felix Pereira, his wife Mrs. Martha Pereira became absolutely seized and possessed of and entitled to the leasehold rights in the said Property.
- C. By an order dated 5 May 1949, the Hon'ble High Court, Bombay, granted probate of Last Will and Testament dated 17 August 1939 of late Mr. Joseph Felix Pereira in favour of Mrs. Martha Pereira.
- D. The said Mrs. Martha Pereira died on or about 11 November 1981 leaving behind her Last Will and Testament dated 4 December 1972. Under the said Will, late Mrs. Martha Pereira appointed one Ms. Marie Fernandes as trustee and executrix of the Will.
- E. By and under the said Will dated 4 December 1972, the said Martha Pereira bequeathed and devised the said Property unto the said Ms. Marie Fernandes.
- F. By an order dated 10 August 1987, the Hon'ble High Court, Bombay granted probate of Last Will and Testament dated 4 December 1972 in favour of Ms. Marie Fernandes.
- G. By an Agreement dated 13 September 1994 (hereinafter referred to as the “**said Original Agreement**”) made and entered into between Ms. Marie Fernandes therein referred to as the Assignor of the One Part and the Promoter herein, therein referred to as the Assignee of the Other Part, Ms. Marie Fernandes agreed to transfer and assign her right, title and interest in the said Property in favour of the Promoter herein on the terms and conditions mentioned therein.

- H. By an Order dated 27 February 2001 bearing No. 11/3 D/L-089 passed by the Collector, Mumbai Suburban District (M.S.D.), the said Collector renewed the lease in respect of the said Property, with effect from 1 January 1981 to 31 December 1998 ("**First Term**") and further for the period from 1 January 1999 to 31 December 2028 ("**Second Term**"), at the revised yearly rent and on the terms and conditions mentioned therein. The Agreement dated 13 September 1994 and the Order dated 27 February 2001 are hereinafter referred to as the "said Lease".
- I. The abovementioned order dated 27th February 2001 bearing No.11/3D/L-089 passed by the Collector, Mumbai Suburban District, was issued by the office of the Collector in pursuance of the Government Resolution, Revenue & Forest Department bearing No.LND/1085/134222/Case No.184/J-2 dated 5 October 1999 ("**Resolution of 1999**").
- J. As regards the Resolution of 1999, several writ petitions were filed challenging the same and consequently pursuant to and in terms of the Order dated 25 August 2004 passed by the Hon'ble Bombay High Court therein, the State Government by a Notification dated 15 November 2006 withdrew the Resolution of 1999 together with all the notices issued by the office of the Collector in respect of renewal of the leases. In the circumstances, the said Order dated 27th February 2001 bearing No.11/3D/L-089 stood withdrawn.
- K. Certain disputes and differences arose between the said Marie Fernandes and the Promoter in respect of the said Original Agreement. Due to disputes, the Promoter filed Suit No. 1814 of 2002 in the Hon'ble High Court, Mumbai against Ms. Marie Frenandes for a declaration that the said Ms. Marie Fernandes had committed breach of the said Original Agreement and for other reliefs as set out therein.
- L. By a Supplemental Agreement dated 15 November 2006 made and entered into between the said Ms. Marie Fernandes, therein referred as the Assignor of the One Part and the Promoter herein, therein referred to as the Assignee of the Other Part, the parties thereto inter-alia recorded that the Original Agreement was valid and subsisting, subject to the modifications recorded therein.
- M. Simultaneously along with the said Supplemental Agreement, the said Ms. Marie Fernandes executed an Irrevocable Power of Attorney in

favour of the Promoter to do various acts, deeds, matters and things in respect of the said Property. The said Irrevocable Power of Attorney is stamped and registered before Sub Registrar of Assurances Bandra under serial no. BDR-15/168/2006.

- N. Vide Consent Terms dated 15 November 2006 (hereinafter referred to as the “**said Consent Terms**”) filed in Suit No. 1814 of 2002, the said suit was settled between the parties thereto and the said Original Agreement was declared to be valid and subsisting, subject to certain modifications as set out in paragraph 2 of the said Consent Terms.
- O. By an Order bearing No. C/Office-3D/L-089 dated 17 November 2006, the Collector, Mumbai Suburban District granted its permission for the transfer and assignment of the said Property in favour the Promoter for the residue unexpired period of the Second Term, however subject to payment of 50% of the market value of the said Property as unearned income amounting to Rs. 89,05,406/- (Rupees Eighty Nine Lakhs Five Thousand Four Hundred Six Only) and the interest thereon, from 13 September 1994 to 15 November, 2006 amounting to Rs. 1,36,39,656/- (Rupees One Crore Thirty Six Lakhs Thirty Nine Thousand Six Hundred Fifty Six Only) aggregating to Rs. 2,25,45,062/- (Rupees Two Crores Twenty Five Lakhs Forty Five Thousand Sixty Two Only) to the Government. The Promoter has paid the said amounts as mentioned aforesaid to the Collector.
- P. By the aforesaid order dated 17 November 2006 the Collector of Bombay also permitted the Promoter to sell and transfer the premises/units/flats in the building proposed to be constructed on the said Property in the manner as more specifically mentioned therein.
- Q. By a Deed of Assignment dated 6 February 2007 made and entered into between Ms. Marie Fernandes, therein referred to as the Assignor of the One Part and the Promoter herein, therein referred to as the Assignee of the Other Part and registered with the Sub-Registrar of Assurances, Bandra under Serial No. BDR 15/00843/2007, the said Ms. Marie Fernandes transferred, granted and assigned leasehold rights in the said Property, unto the Promoter for the residue unexpired period of the Second Term and on the terms and conditions mentioned therein.
- R. The Promoter has received and obtained various permissions and N.O.C. from various authorities, including MCGM, Airport Authority of

India, Maharashtra Coastal Zone Management Authority etc for the development on the said Property.

- S. The Government of Maharashtra by diverse resolutions/ circulars being inter-alia resolutions/ circulars dated i) 25 May 2007, ii) 7th July, 2017 has set out policy of the transfer of the flats including the use and transfer of flats/ premises and buildings situated on lands belonging to the State Government, which shall be applicable to the said Flat proposed to be constructed in the said Building on the said Property. In these circumstances, the Purchaser/s is/are required to pay such Transfer Fee ("**Transfer Fee**") as may be applicable/ prevailing at the relevant time as per the then prevailing policy/ ies.
- T. By a letter dated 24 March 2009 the Hon'ble Minister (Forest and Revenue Department) accorded his permission for transfer of leasehold rights in the said Property in favour of the Promoter.
- U. Subsequent thereto the Hon'ble Minister (Forest and Revenue Department) by its letter dated 26 March 2009 accorded its permission to the Promoter for development of the said Property on the terms and conditions mentioned therein.
- V. Pursuant to the revised policy of the State Government notified by Government Resolution, Revenue & Forest Department bearing No.Jamin2505/P.K.405/J-2 dated 12 December 2012 ("**Resolution of 2012**"), the office of the Collector issued a Notice bearing No. C-Desk-3D/Lease Renewal/Occupancy Option/L-089/2013 dated 30 March 2013 and a Revised Notice bearing No.C-Desk-3D/Lease Renewal/Occupancy Option/L-089/2013 dated 21 November 2015 to the Promoter. Under the aforesaid Notices, the Promoter was given an option to convert the rights of the said Property into the category of Occupancy Class – II or renew the leasehold rights in respect thereof in the manner and on the terms and conditions stated in the aforesaid Revised Notice.
- W. By a letter dated 21 January 2016 addressed by the Promoter to the office of the Collector, the Promoter opted to convert the leasehold rights of the said Property to Occupancy Class II rights in accordance with the terms and conditions of the aforesaid Revised Notice. In furtherance thereto, the Promoter, inter alia, filed an Affidavit cum Indemnity Bond.

- X. Pursuant to the aforesaid letter, by an Order bearing Reference No. C/KARYA-3D/L-089/282/2016 dated 28 April 2016 passed by the Collector, Mumbai Suburban District, the Collector permitted conversion of the rights on the said Property to the category of Occupancy Class – II on the terms and conditions stated therein and on deposit of a sum of Rs.3,12,29,616/- (Rupees Three Crores Twelve Lakh Twenty Nine Thousand Six Hundred and Sixteen Only) towards the conversion premium with the office of the Collector. The aforesaid conversion premium has been paid by the Promoter on or about 28 April 2016 to the office of the Collector. The Property Register Card of the said Property reflects that the Promoter has Occupancy Class – II rights over the said Property. However, the execution of the Agreement is pending by the office of the Collector in favour of the Promoter.
- Y. The Promoter is developing and constructing, a multistoried residential building known as “**Monticello**” comprising of 2 basements + 1 Ground Floor + 5 podiums + 12 upper floors (hereinafter referred to as the “**said Building**”) on the said Property as per the plans sanctioned by Municipal Corporation of Greater Mumbai and other statutory authority as required under law. The entire development of the said Property including constructing the said Building thereon 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/ or 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. available on the said Property and/ or permitted to be utilized on the said Property has been fully utilized by the Promoter and not before that.
- Z. For the purpose of constructing the said Building, the Promoter has appointed, M/s. Square Consultants as the BMC Architects and M/s. Shanghvi & Associates Consultants Pvt. Ltd. as Structural Engineers.

- AA. By a letter dated 10 October 2013, Airport Authority of India has accorded its N.O.C. in respect of 111.850 mtrs. height from Above Mean Sea Level of proposed building to be constructed on the said Property. Hereto annexed and marked as **Annexure “B”** is copy of N.O.C. issued by Airport Authority of India.
- BB. The Promoter, through their Architect has prepared and submitted a plan for construction of the said Building to Municipal Corporation of Greater Mumbai (“**MCGM**”). MCGM has sanctioned plans for construction of the said Building on the said Property and accordingly has issued Intimation of Disapproval (**I.O.D**) bearing no. CE/2313/WS/AH and Commencement Certificate (**C.C.**) bearing no. CE/2313/WS/AH. Hereto annexed and marked as **Annexures “C”** and **“D”** are the copy of I.O.D. and C.C.
- CC. M/s. Kanga & Co., Advocates & Solicitors have issued a Certificate of Title relating to the said Property, copy of which is marked as **Annexure “E - 1”**. M/s Hariani & Co. have issued a Supplemental Title Report relating to the said Property, copy of which is marked as **Annexure – “E - 2”**.
- DD. By a Deed of Mortgage dated 10 April 2017 and registered with the Sub-Registrar of Assurances at Bandra under Serial No.2277 of 2017, the Promoter and 1 another inter alia mortgaged the said Property to Indiabulls Housing Finance Limited as a security for repayment of certain loans/ credit facilities availed by the Promoter in the manner therein contained. The said mortgage is subsisting.
- EE. following documents are attached hereto:
- I. Copy of sanctioned layout Plan of the said Property as **Annexure “A”**;
 - II. Copy of N.O.C. issued by Airport Authority of India as **Annexure “B”**;
 - III. Copy of I.O.D. as **Annexure “C”**;
 - IV. Copy of C.C. as **Annexure “D”**;
 - V. Copy of Title Certificate dated ____ and Supplemental Title Report dated ____ as **Annexure “E - 1”** and **Annexure “E – 2” respectively**;
 - VI. Copy of Property Registration Card as **Annexure “F”**;
 - VII. Floor plan showing the said Flat as **Annexure “G”**.

- FF. In light of the aforesaid, the Promoter has the sole and exclusive right to sell and allot units in the said Building, to be constructed on the said Property and to enter into Agreements and receive the sale consideration in respect thereof.
- GG. 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**”) bearing registration No. ____.
- HH. The Purchaser/s has / have demanded inspection from the Promoter and the Promoter has / have given inspection to the Purchaser/s of all the documents including originals available with them 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 Purchaser/s of all the documents of title relating to the said Property as available with the Promoter. The Purchaser/s has satisfied himself/herself about the nature of the title of the said Property and 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 the 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.
- II. The Purchaser/s 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 residential accommodation / flat in the said Building known as “Monticello” to be constructed on the said Property, has / have approached the Promoter and requested to allot to him / her / them the residential accommodation being Flat No. _____ admeasuring _____ square meters of carpet area (hereinafter referred to as the “**said Flat**”/ “**said Apartment**”), on the _____ floor of the said Building as more particularly described in the **Second Schedule** hereunder written and is shown in red hatched lines on the plan annexed hereto and marked as Annexure “G”. Accordingly, on the request of Purchaser/s, the Promoter has agreed to sell and allot to the Purchaser/s and the Purchaser/s have agreed to acquire and purchase from the Promoter, the said Flat at and for the total consideration of Rs._____/ - (Rupees

_____. Only) and on the terms and condition as appearing hereinafter.

JJ. Prior to the execution of these presents, the Purchaser/s 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 Purchaser/s as advance payment or deposit (the payment and receipt whereof the Promoter do hereby admit and acknowledge) and the Purchaser/s has agreed to pay the Promoter the balance of the sale price in the manner set out hereinafter in this Agreement.

KK. Under section 13 of the said Act, the Promoter is required to execute a written Agreement for Sale of said Flat with the Purchaser/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908. The Purchaser/s has agreed to enter into this Agreement with full knowledge of all the terms and conditions contained in the documents, papers, plans, orders, schemes, etc.

LL. 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 AGREED BY AND BETWEEN THE PARTIES 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 shall be interpreted, construed and read accordingly.
2. The Promoter shall develop and construct, a multistoried residential building known as “**Monticello**” comprising of 2 basements 1 Ground Floor + 5 podiums + 12 upper floors (hereinafter referred to as the “**said Building**”) on the said Property as per the plans sanctioned by Municipal

Corporation of Greater Mumbai and other statutory authorities as required under law from time to time. The entire development of the said Property including constructing the said Building thereon 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/ or 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. available on the said Property and/ or permitted to be utilized on the said Property has been fully utilized by the Promoter and not before that.

3. The Purchaser/s hereby agree/s to purchase and acquire from the Promoter and the Promoter hereby agree/s to sell to the Purchaser/s, Flat No. _____ admeasuring _____square meters of carpet area (hereinafter referred to as the “**said Flat**”/ “**said Apartment**”), on the _____ floor of the said Building to be constructed on the said Property at and for the consideration of Rs._____/-(Rupees_____ Only) including Rs. _____(Rupees _____Only) being the proportionate price of the common areas and facilities appurtenant to the said Flat more particularly described in the _____ **Schedule** hereunder written payable by the Purchaser/s to the Promoter in the manner appearing hereinafter (hereinafter referred to as the “**Sale Price**”). The said Flat is more particularly described in the _____ **Schedule** hereunder written and is shown in green colour boundary line on the Floor plan annexed hereto and marked as **Annexure “_____”**.

4. The Promoter hereby agrees to allot to the Purchaser/s, car parking space/s bearing no. ____ situated at _____ being constructed in the said Project.

5. The said Sale Price shall be paid by the Purchaser/s to the Promoter in the following manner:

- (i) The Purchaser/s 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 Purchaser/s from the payment and receipt thereof and every part thereof) as advance payment or application/allotment fee for the said Flat and 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._____/ - (NOTE: not exceeding 30% of the said Sale Price)			
ii.	On completion of the Plinth of the said Building in which the said Flat is located.	Rs._____/ - (NOTE: Not exceeding 45% of the said Sale Price)			
iii.	On completion of the slabs including podiums and stilts of the said Building in which the said Flat is located.	Rs._____/ - (NOTE: Not exceeding 70% of the said Sale Price)			
iv.	On completion of the walls, internal plaster, floorings doors and windows of the said Flat.	Rs._____/ - (NOTE: Not exceeding 75% of the said Sale Price)			
v.	On completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Flat.	Rs._____/ - (NOTE: Not exceeding 80% of the said Sale Price)			
vi.	On completion of the external	Rs._____/ -			

Sr. No.	Milestone	Said Sale Price/ Consideration Payable	Service Tax	VAT	GST
	plumbing and external plaster, elevation, terraces with waterproofing, of the said Building in which the said Flat is located.	(NOTE: Not exceeding 85% of the said Sale Price)			
vii.	On completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain thereto.	Amount of Rs._____-/- (NOTE: Not exceeding 95% of the said Sale Price)			
viii.	At the time of offering possession of the said Flat to the Purchaser/s (on or after receipt of Occupancy Certificate).	Balance Amount of Rs._____-/-			

6. In addition to the said Sale Price, the Purchaser/s 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 without prejudice to the other remedies available to the Promoter, the Purchaser/s 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.
7. The Purchaser/s has obtained/ shall obtain the NOC/ permission of the Collector for the purchase of the said Flat and the Purchaser/s has paid/ shall be liable to pay the Transfer Fee/ Transfer Premium/ Transfer Charges to the office of the Collector for the present transaction contemplated herein at such relevant rate together with the incidental charges as applicable.
8. The said Sale Price is escalation-free, save and except escalations / increases, due to increase on account of development charges, land under construction charges, cost or levies, etc. payable to the competent authority and/or any increase in other 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 Purchaser/s for increase in such charges, cost or levies imposed by the competent authorities, etc., the Promoter shall enclose such notification / order / rule / regulation / other document / etc. published / issued in that behalf to that effect along with the demand letter being issued to the Purchaser/s or separately, which shall be collected from the Purchaser/s during subsequent payments.

9. The said Sale Price shall be subject to Tax Deduction at Source ("TDS") as may be required under prevailing law. The Purchaser/s shall make payment of each installment, as stated above, subject to proportionate deduction of TDS thereon. Provided further that any deduction of an amount made by the Purchaser/s on account of TDS shall be acknowledged/credited by the Promoter, only upon the Purchaser/s 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 Purchaser/s shall pay equivalent amount as interest free deposit with the Promoter, which deposit shall be refunded by the Promoter upon the Purchaser/s producing such challan/ certificate within 2 (two) months of possession. Provided further that in case the Purchaser/s 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 amounts receivable from the Purchaser/s.

10. The said Sale Price and all the other amounts payable by the Purchaser/s 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 some of which are shown in Clause 5 and which may be levied, in connection with the construction of and carrying out the said 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 Purchaser/s alone. The quantum of such taxes, levies, duties, cesses, charges as decided / quantified by the Promoter shall be paid by the Purchaser/s on demand made by the Promoter within __ (____) working days from such demand, and the Purchaser/s shall indemnify and keep indemnified the Promoter from and against the same. These Statutory Charges shall be borne and paid by the Purchaser/s 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.

11. The Purchaser/s 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 any liability accruing due to default / delay / non-compliance by the Purchaser/s. 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, cesses, levies as applicable and the Purchaser/s 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, cesses, levies.

12. The said Sale Price and all the other amounts mentioned in this Agreement shall be paid by the Purchaser/s in installments, time being of essence, in accordance with the progress of construction milestones of the said Building in the manner stated in Clause 5 hereinabove. Upon completion of each stage of construction linked to the payment by the Purchaser/s as aforesaid, the Promoter shall intimate in writing to the Purchaser/s to make the payment as per the aforesaid Schedule. The Purchaser/s shall make such payment which is due to the Owner within 7 (Seven) days of such intimation.

13. a) The instalments of the said Sale Price / balance consideration payable by the Purchaser/s to the Promoter as stated above shall be paid/ deposited by the Purchaser/s 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"**). Further, the Sale Price that shall be collected and deposited in the aforesaid accounts shall be withdrawn and utilized for the payments of the debt of the financial institution more particularly stated in Recital DD hereinabove in the accordance with the provisions of law.

(b) Simultaneously with the payment referred to in clause ____ above, the Purchaser/s 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 Purchaser/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 Purchaser/s shall indemnify and keep indemnified the Promoter from and against the same.

14. In case of any financing arrangement entered by the Purchaser/s with any financial institution with respect to the purchase of the said Flat, the Purchaser/s undertakes to direct such financial institution to pay all such amounts towards the sale price on respective dates as mentioned hereinabove and the Purchaser/s 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 Purchaser/s of the terms and conditions of this Agreement, and the Purchaser/s shall forthwith be required to make the necessary payment to the aforesaid account.

15. The said Sale Price shall be exclusive of all Transfer Fee, premium, rents, charges, etc. to be paid to Collector and taxes, levies, duties, cesses, for the instant transaction or any subsequent transfer. In addition to the Sale Price, the Purchaser/s shall pay all other amounts mentioned herein arising out of the transaction contemplated herein including the amounts mentioned in Clause ____ hereinafter.

16. The Purchaser/s 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 Purchaser/s agrees and undertakes that the time for payment is the essence of the contract. An intimation in writing forwarded by the Promoter to the Purchaser/s 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 Purchaser/s that this Agreement shall not create any right, interest and/or claim of the Purchaser/s on the said Flat agreed to be sold until and unless all the amounts due and payable by the Purchaser/s as recorded herein are paid by the Purchaser/s to the Purchaser/ss herein in accordance with the terms and conditions of this Agreement.

17. The Purchaser/s agrees, understands and confirms that as per the applicable and prevailing government resolutions/ notifications/ circulars/ orders, the Purchaser/s shall be permitted to sell the said Flat only after the expiry of a period of 5 (Five) years from the date of Occupation Certificate of the said Building or the purchase of the said Flat whichever is later.

18. The Purchaser/s further agrees, understands and confirms that after the expiry of a period of 5 (Five) years from the date of Occupation Certificate of the said Building or the purchase of the said Flat whichever is later as stated hereinabove, if the Purchaser/s sells the said Flat to any Party, then, the Purchaser/s shall be liable to pay the applicable transfer fees, transfer premiums and transfer charges to the Collector/ Competant Authority as per the prevailing resolutions/ circulats/ notifications.

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

- (i) If the Purchaser's delays or commits default in making payment of any of the amounts and/or instalments of any amount payable under this Agreement or otherwise;
- (ii) If the Purchaser/s commits breach of any 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.D., C.C., U.L.C. Permission, N.O.C., breach of terms and conditions of the grant of Occupancy Class II rights and other sanctions, permissions, Undertakings and Affidavits etc.;
- (iii) If the representation, declarations and/or warranties, etc. made by the Purchaser/s 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 Purchaser/s is untrue or false;
- (iv) If the Purchaser/s has/have been declared and/or adjudged to be insolvent, bankrupt etc. and/or ordered to be wound up;
- (v) If the Purchaser/s is / are, convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months;
- (vi) If a Receiver and/or a Liquidator and/or Official Assignee or any person is appointed of the Purchaser/s or in respect of all or any of the assets and/or properties of the Purchaser/s.
- (vii) If the Purchaser/s have received any notice from the Government in India (either Central, State or Local) or foreign Government for the Purchaser/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 / them.
- (viii) If the Promoters are of the opinion and / or belief that the Purchaser/s 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;

20. On happening or occurring of any of the Events of Default, , the Promoter may, at its discretion, without prejudice to all other rights that the Promoter may have against the Purchaser/s either under this Agreement, or in law or otherwise, address a notice to the Purchaser/s, 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 this Agreement shall stand terminated and the consequences of termination of this Agreement as detailed out in Clause No. 47 of this Agreement shall follow.

21. All the aforesaid rights and/or remedies of the Promoter are cumulative and without prejudice to one another.

22. It is expressly agreed that the right of the Purchaser/s under this Agreement or otherwise shall always be restricted to the said Flat only, and such right will accrue to the Purchaser/s only on the Purchaser/s making payment of all the amounts including the Sale Price to the Promoter strictly in accordance with this Agreement and only on the Purchaser/s performing and complying with other terms, conditions, covenants, obligations, undertakings etc. hereof. All other unsold Flats/units/shops, affiliated areas, car parkings, portion or portions of the said Building shall always be the sole and absolute property of the Promoter. All other portion or portions of the said Building etc. including common areas such as staircase, staircase landing, entrance lobby (if any), recreation ground (if any), internal roads, open spaces, terraces and recreational facilities, shall always be the sole and absolute property of the Promoter until the Promoter transfers its shares to the flat purchasers as more particularly stated in Clause no. 32 hereunder written or the

Promoter causes the Collector to grant Occupancy Class – II rights over the said Property or the Collector consents for transfer of Occupancy Class – II rights over the said Property to the co-operative society/s or Limited Company or association of apartment owners comprising of holders of flats of the said Project (hereinafter be referred to as the “**said Organisation**”). The Purchaser/s 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 Flat 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 Purchaser/s or any other person. The Purchaser/s confirms that the recreational facilities are available only for the use and enjoyment of the holders of various flats / shops / commercial Flat in the said Building alongwith the users / occupiers of other flats / shops / commercial Flat / developments on the said Property.

23. With regards to the common areas in the said Property/ said Building described in the **Third Schedule** hereunder written, it is agreed that:

- i. the Promoter shall always be the owner and will have all the right, title, interest (until the Promoter causes the Collector to transfer Occupancy Class – II rights over the said Property to the said Organization or untill the Promoter seeks Collector’s consent to transfer the Occupancy Class – II rights over the said Property in favour of the said Organization) in respect of the said common areas, and will be

entitled to deal with and dispose off the same in such manner as the Promoter may deem fit.

- ii. the Purchaser/s will not have any right, title, interest etc. in respect of the said common areas.
- iii. (the Purchaser/s shall only be permitted to use the said common areas on such terms and conditions as the Promoter may deem fit.
- iv. The Purchaser/s agrees and confirms that the Promoter will not be liable to provide any further common areas more than what is mentioned in the Third Schedule hereunder written. Further, the Purchaser/ s is aware and agrees that the common areas of the said Property as are mentioned in the Third Schedule to this Agreement are common for all the flats purchasers of the said Building and the Purchaser/s will never be allowed to claim any exclusive use thereof. Further, the Purchaser/ s also agrees and confirms that the Promoter shall always be entitled to alter, amend and remove the common areas which are more specifically described in the Third Schedule hereunder written at the sole discretion of the Promoter.

24. It is agreed between the Promoter and the Purchaser/s that the Promoter shall be entitled to develop the said Property in the manner as the Promoter may deem fit. The Purchaser/s agrees that the chartered accountant, 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 Purchaser/s agrees not object to the same.

25. The Promoter shall have an irrevocable right and the Purchaser/s 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.

26. It is agreed between the Promoter and the Purchaser/s that the Promoter

shall in accordance with the applicable law and as provided in the Act be entitled from time to time and at all times to make necessary amendments or changes or substitution or modification of the plan/ s 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 as permissible under the applicable law and in accordance with the Act.

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 Building or construct such additional buildings for consumption of all development potential of the said Property and/ or 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 Purchaser/s and/or the other flat-purchasers in the said Building, then the Purchaser/s shall not unreasonably 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 Purchaser/s 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 or deal with it in the manner it deems fit.

29. The Promoter hereby reserves its absolute and exclusive right 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. The Promoter shall confirm the final carpet area of the said Flat that has been allotted to the Purchaser/s after the construction of the said Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area of the said Flat, subject to a variation cap of 3% (three percent). The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit, then, the Promoter shall refund the excess money paid by the Purchaser/s within forty five days with annual interest at the rate specified by the Rules of the Act from the date when such an excess amount was paid by the Purchaser/s. If there is any increase in the carpet area allotted to the Purchaser/s, the Promoter shall demand additional amount from the Purchaser/s as per the next milestone of the payment plan. All such monetary adjustments shall be made at the same rate per square meter as agreed in Clause ____ of this Agreement.

31. The Promoter shall at the cost and expenses of the purchasers of the flats in the said Building, form and register the said Organisation in accordance with the applicable law. The Purchaser/s 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, the Purchaser shall 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 Purchaser, so as to enable the Promoter to register the Organization of the purchasers. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Article of Association, as may be required by the Registrar of Co-operative Societies/Registrar of Companies, as the case may be, or any other Competent Authority. Notwithstanding anything contained in this Agreement, the Purchaser/s agree and acknowledge that the said Organisation shall be the entity for maintaining and administering the said Property and the said Building and also to deal with day to day affairs of the Flat purchasers in the said Building.

32. Notwithstanding anything contained in this Agreement, the Purchaser/s hereby agree and acknowledge that the Promoter shall cause transfer of title of the said Property in favour of all the flat purchasers by effecting the sale of the shares of the Promoter in favour of all the flat purchasers whereby all the purchasers of all the flats in the said Building shall alone be entitled to the shares of the Promoter and incidentally thereto be entitled to the said Property together with the said Building standing thereon or alternatively, the Promoter will cause the Collector to grant Occupancy Class – II rights over the said Property to the said Organization or obtain consent of the Collector to transfer Occupancy Class – II rights over the said Property in favour of the said Organization. The Purchaser/s agrees and consents that all the costs and expenses of the Promoter transferring the shares of the Promoter to all the flat purchasers of the said Building or the Promoter causing the Collector to grant Occupancy Class – II rights over the said Property to the said Organization or the Promoter obtaining consent of the Collector to transfer Occupancy Class – II rights over the said Property in favour of the said Organization including shares transfer charges, payment of

unearned income, transfer fees, transfer premium, nazarana payable to the Collector/ Competant Authority/ Government also including stamp duty, registration charges, levies, taxes, cesses shall be borne by all the flat purchasers/ said Organisation solely. All charges towards professional charges and incidental expenses shall be borne by the flat purchasers/ said Organisation.

33. The Purchaser/s agrees and confirms that the resale of the said Flat will be governed by the terms and conditions imposed by the circulars, notifications, resolutions and orders of the Collector/ Competant Authority/ Government from time to time.

34. It is agreed and understood between the Purchaser/s and the Promoter that the Promoter will transfer the shares of the Promoter to all the flat purchasers of the said Building or the Promoter will cause the Collector to grant Occupancy Class – II rights over the said Property to the said Organization or the Promoter will obtain consent of the Collector to transfer Occupancy Class – II rights over the said Property in favour of the said Organization 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) completed the construction of the said Building on the said Property and sold all the flats in the said Building ;
- (iii) Utilized all TDR, FSI and development potential of the said Property and/ or permitted to be utilized on the said Property.
- (iv) received all the amounts including the said Sale Price from all the purchasers thereof and;
- (v) completed the said Project in all respects;

and till then, the Promoter shall not be bound, liable, required and/or called upon to transfer the shares of the Promoter to all the flat purchasers of the said Building or cause the Collector to grant Occupancy Class – II rights over the said Property to the said Organization or obtain consent of the Collector to transfer Occupancy Class – II rights over the said Property in favour of the said Organization and the Purchaser/s agrees and irrevocably consents to the same and agrees not to have any demand or dispute or objection in that regard.

35. The Purchaser/s shall at no time demand partition of the said Building and/or said Property etc. and/or his/her/their interest, if any, therein and the same shall never be partitioned.

36. All costs, charges and expenses incurred in connection with the formation of the said Organisation in the manner as stipulated hereinbefore as well as the costs of preparing, engrossing, stamping and registering all deeds, agreements, documents, writings required to be executed by the Promoter and by the Purchaser/s 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 Purchaser/s and the said Organisation as aforesaid and/or proportionately by all the holders of the flats etc., in the said Building. The Promoter shall not be liable to contribute anything towards such costs and expenses.

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

independently and the purchasers/allottees of all the flats, garages, car parking, open space in said Building shall be admitted to the said Organisation.

38. The Purchaser/s and the person to whom the said Flat is permitted to be transferred 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 Purchaser/s and other purchasers in the said Building.

39. The Promoter hereby represents and warrants to the Purchaser/s as follows:

- i. The Promoter has opted for Occupancy Class – II rights over the said Property which are subject to the compliance of the terms and conditions imposed by the Collector's order dated 28th April, 2016 and additional terms that shall be imposed in Agreement for grant of Occupancy Class – II right and the Promoter has requisite rights to carry out development upon the said Property and also has physical possession of the said Property for the implementation of the said Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the said Property and shall obtain requisite approvals from time to time to complete the development of the said Property;
- iii. There are no encumbrances upon the said Property except those disclosed in the Certificate of Title and the Supplemental Title Report as annexed hereto as Annexure ____ and Annexure ____ respectively;

- iv. There are no litigations pending before any Court of law with respect to the said Property except those disclosed in the Certificate of Title and the Supplemental Title Report as annexed hereto as Annexure ____ and Annexure _____ respectively;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the said Property/ said Building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the said Property/ said Building shall be obtained by following due process of law and the Promoter shall, at all times, comply with all applicable laws in relation to the said Property/ said Building;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Property and the said Flat which will adversely affect the rights of Purchaser/s under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Purchaser/s in the manner contemplated in this Agreement;
- ix. The Promoter has paid all the taxes and outgoings with respect to the said Property up till date;

- x. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Property) has been received or served upon the Promoter in respect of the said Property except those disclosed in the Certificate of Title and the Supplemental Title Report as annexed hereto as Annexure ____ and Annexure ____ respectively.

40. That the name of the said Building shall always be known as “**Monticello**” and this name shall not be changed without the written permission of the Promoter.

41. In the event of the said Organisation being formed and registered before the sale/allotment and disposal by the Promoter of all the flats , garages, open spaces, terrace etc., then the powers and the authority of the organisation so formed and/or the purchaser/s and/or other holders of the flats, garages, etc. shall be subject to the over all superintending/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 flats etc. and the Promoter shall be fully entitled to sell and dispose off all the unsold flats to any person/ entity of its choice. The purchaser/s of flats shall be admitted as members of the said Organisation without payment of any premium or any additional charges save and except the membership fees and entrance fee and such allottee Purchaser/s or transferee thereof shall not be discriminated or treated prejudicially by such organisation.

42. Notwithstanding anything contained herein, 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, etc. in the said Building or the said Property.

43. It is agreed that the said Flat shall be of R.C.C. structure with normal brick **blocks and/or light weight** with cement plaster only. It is expressly agreed that the said Flat contains fixtures and fittings as set out in the **Fourth Schedule** hereunder written and the Purchaser/s confirms that the Promoter shall not be liable to provide any other fixtures and fittings in the said Flat.

44. It is agreed that the said Building may contain common amenities/ facilities as specified in the **Fifth Schedule** hereunder written. The Purchaser/s hereby agrees, declares and confirms that save and except the said common amenities/ facilities, the Promoter shall not be liable, required and/or obligated to provide any other common amenities/ facilities in the said Building / said Property. Further, the Purchaser/s agrees and confirms that the common amenities/ facilities in the said Building/ said Property shall be common for all the flat purchasers of the said Building and the Purchaser/s shall never be entitled to claim any exclusive use of the same. Further, though the Promoter has proposed to provide certain common amenities/ facilities as specified in **Fifth Schedule** hereunder written.

45. The Promoter shall endeavour to hand over possession of the said Flat on or before _____ ("**the said Date**"), 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, subsidence, structural damage, epidemic or other natural disaster, calamity;

- ii. Other Events which shall include the following:
- a. explosions or accidents, air crashes, act of terrorism;
 - b. strikes or lock outs, industrial disputes, Economic Hardship;
 - c. election code of conduct;
 - d. 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;
 - e. 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.
 - f. 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
 - g. 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;
 - h. Any hazardous, dangerous, perilous, unsafe chemical substance, material or property, which is found under/beneath the said Property which renders liable or endangers the health and safety of either Party or the general public;

- i. Any change in Applicable Laws adversely affecting the development of the said Project;
- j. 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.
- k. other causes beyond the reasonable control of the Promoter or its agent or not directly attributable to any willful act or omission of the Promoter and or any other unforeseen circumstances which may prevent, restrict, interrupt or interfere with or delay the construction of the Building including the said Flat.

46. If the Promoter fails or neglects to give possession of the said Flat to the Purchaser/s in terms of the Clause ____ _ above, save and except in the event of occurrence of Force Majeure and/or other events more particularly stated in Clauses ____ and ____ herein, then the Purchaser/s shall have an option to demand refund, whereupon the Promoter shall be liable on demand to refund to the Purchaser/s 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. In the alternative, the Purchaser/s shall be entitled to seek monthly compensation for the period of delay as provided by law and if the Purchaser/s so chooses, the Promoter shall pay monthly compensation of Rs. _____ per month. It is agreed that upon the termination of this Agreement by the Purchaser/s, the claim of the Purchaser/s 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 Purchaser/s 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 Purchaser/s. The amount so refunded within _____ days by the Promoter shall be full and final satisfaction and final settlement of all the claims of the Purchaser/s under this Agreement. In an event, no option is communicated by the Purchaser/s to the Promoter within _____ days of the Purchaser/s becoming entitled to choose an option in an event of delay in handing over possession of the said Flat by the Promoter to the Purchaser as mentioned hereinabove, it shall be deemed that the Purchaser/s have waived off their right to terminate this agreement and shall be entitled to receive compensation in accordance with law for the period of delay. It is further clarified that if the delay in handing over possession of the said Flat is caused due to any Force Majeure event, in that event, no compensation for such delay shall be payable to the Purchaser/s.

- 47.** In the event the Purchaser/s commits default in payment on the due date of any amount due and payable by the Purchaser/s 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 Purchaser/s, by Registered Post AD at the address provided by the Purchaser/s and mail at the e-mail address provided by the Purchaser/s, 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 Purchaser/s fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, 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 by the Promoter without any reference or recourse to the Purchaser/s towards liquidated damages which the Purchaser/s 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 the balance amount (after forfeiting 10% of the said Sale Price) to the Purchaser/s 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 ____ (____) days of the termination, the installments of the said Sale Price of the said Flat which may till then have been paid by the Purchaser/s to the Promoter without the taxes paid and it is hereby clarified that the Promoter shall not be liable to pay to the Purchaser/s any interest on the amount so refunded. Further, on termination of this Agreement, the Purchaser/s 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 (save and except the right of the Purchaser/s to receive refund as stated herein after the Promoter forfeiting 10% of the said Sale Price) 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 Purchaser/s being a signatory thereto and the Purchaser/s 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 Purchaser/s.

48. 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 Purchaser/s to make payment, the Purchaser/s 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 Purchaser/s to the Promoter under the terms of this

Agreement from the date the said amount is payable by the Purchaser/s 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 Purchaser/s 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 Purchaser/s 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 Purchaser/s shall be liable to pay an additional charge of Rs. _____/- (Rupees _____ Only) as administrative fee for every instalment / amounts delayed. All the aforesaid rights and/or remedies of the Promoter against the Purchaser/s are cumulative and without prejudice to one another.

49. The Purchaser/s 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 Purchaser/s intimating that the said Flat is ready for use and occupation certificate is issued by MCGM (**"Date of Possession"**) and thereafter the Allotee 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 Purchaser/s in writing within 7 days of receiving the occupancy certificate of the said Building and subject to the Purchaser/s not being in default of payments of installments of the said Sale Price or any other amounts under this Agreement.

50. The Purchaser/s shall use the said Flat only for residential purpose. The Purchaser/s shall use the car parking space/s, if allotted, only for the purpose of keeping or parking of the Purchaser's own vehicle.

51. As part of the transaction contemplated herein, the Purchaser/s shall, on

the receipt of occupation certificate by the Promoter, pay to the Promoter, inter alia, the following amounts over and above the said Sale Price as mentioned in Clause ____ above and all other amounts payable by the Purchaser/s to the Promoter under this Agreement or otherwise. The Promoter are entitled to retain and appropriate the same to its own account.

Particulars	Amount (Rs.)
(i) Development Charges/ LUC charges	
(ii) Electric/Water meter charges	
(iii) Legal Charges	
(iv) Mahanagar Gas connection (If available)	
(v) Formation and Registration of Limited Company / Co Operative Society	
(vi) Membership Charges	
(vii) Corpus Fund	
(viii) Club House Charges (Non Refundable)	
(ix) 12 months advance maintenance	
Total	

The Promoter shall not be liable, responsible and / or required to render the account in respect of the amounts mentioned hereinabove. It is hereby clarified that the aforesaid amounts mentioned hereinabove does not include the dues for electricity, gas and other bills for the said Flat and the Purchaser/s 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 Purchaser/s 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 Purchaser/s agrees to pay to the Promoter, such increased charges as the Promoter may indicate without any demur.

52. The Purchaser/s shall check up all the fixtures and fittings, if any provided, in the said Flat before taking possession of the same.

Thereafter, the Purchaser/s 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.

53. It is agreed that in the event of any additional amounts becoming payable in respect of items mentioned in Clause ____above, then the Purchaser/s shall forthwith on demand pay to and/or deposit the additional amounts with the Promoter. The said amount shall not carry any interest.

54. If the Purchaser/s fails or neglects to pay these monthly outgoings in respect of the said Flat and / or their proportionate share for any reason whatsoever the Purchaser/s 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 Purchaser/s from using other recreational facilities.

55. The Promoter shall maintain a separate account as statutorily required in respect of sums received by the Promoter from the Purchaser/s towards charges, taxes, payments etc. and the Promoter shall utilize the amounts only for the purpose for which they have been received.

56. If within a period of five years from the date of obtaining occupation certificate of the said Building, the Purchaser/s brings to the notice of the

Promoter any structural defect in the said Flat or the said Building 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 Purchaser/s in the Apartment or said Building or other Purchaser/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.

57. Subject to what is stated hereinabove, the Purchaser/s 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 Purchaser/s 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 Purchaser/s till the transfer of the said Building to the said Organisation. Amounts paid by the Purchaser/s 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 Promoter transfers shares of the Promoter to all the flat purchasers of the said Building or the Promoter causes the Collector to grant Occupancy Class – II rights over the said Property to the said Organization or until the Promoter obtains the Collector's consent to transfer Occupancy Class – II rights with respect to the said Property in

favour of the said Organization. After the utilisation of the amounts so collected under Clause Nos. ____ and ____ hereinbelow, the Purchaser/s 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 Purchaser/s 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 Purchaser/s and the Purchaser/s shall reimburse the entire amount(s) paid by the Promoter and in the event the Purchaser/s fails and/or neglects to reimburse such amount(s), the same shall constitute a breach of this Agreement and the Purchaser/s 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.

58. The Purchaser/s shall use the said Flat only for residential purpose for which the same has been allotted. In case the other Flat are permitted for other than residential use by authorities, then the Purchaser/s 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 Purchaser/s, the Purchaser/s alone shall bear and pay such penalty, premium or other sums of money demanded.

59. So long as each flat, etc. in the said Building are not being separately assessed for municipal taxes and water charges, the Purchaser/s 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 Promoter on the basis of the area of the flats, however for the purpose of determining such proportion, the area of the unsold flats will not be taken into account.

60. In the event, the Purchaser/s being a Non Resident Indian (N.R.I.) or OCI or PIO intending to book and acquire a residential/ commercial Flat / unit from the said Promoter, then it shall be the sole responsibility of the said Purchaser/s to procure the necessary / statutory permissions from the Reserve Bank of India or any other Competent Authority, if required. The Promoter shall not be held liable for the deficiency of any statutory permissions being not available or procured by the respective flat purchaser/s.

61. The Purchaser/s by himself/herself/themselves with intention to bind all persons into whose hands the said Flat may hereinafter come, hereby irrevocably covenant/s with the Promoter as follows:

- i. Not to do or suffer to be done anything in or to the said Building, said Flat, 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 at the Purchaser's own cost in good repair and condition from the date on which the Purchaser/s is permitted to use the said Flat. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and

liable for the consequences thereof to the concerned local authority and/or other public authority and 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 Purchaser/s in this behalf, the Purchaser/s 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 any thing 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 neither at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said Flat or any part thereof and keep the portion, sewers, drains, pipes in the said Flat and appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect other parts of the said Building.
- v. Not to make any alteration in the elevation and outside colour scheme of paint and glass of the said Building and not cover/enclose the planters and service ducts or any of the projections from the said Flat, 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.

vi. Not to affix any fixtures or grills on the exterior of the Building for the purposes of drying clothes or for any other purpose and undertakes not to have any laundry drying outside the said Flat. The Purchaser/s shall fix the grills on the inside of the windows only. The standard design for the same shall be obtained by the Purchaser/s from the Promoter and the Purchaser/s undertakes to not fix any grill having a design other than the standard design approved by the Promoter. If found that the Purchaser/s has/have affixed fixtures or grills on the exterior of his/her/their Flat for drying clothes or for any other purpose or that the Purchaser/s has/have affixed a grill having a design other than the standard approved design, the Purchaser/s shall, on each such occasion, pay to the Promoter a penalty of Rs.,1,00,000/- (Rupees Lac only).

vii. Not install a window Air-conditioner within or outside the said Flat. If found that the Purchaser/s has/have affixed a window air conditioner or the outdoor condensing unit which projects outside the said Flat, the Purchaser/s shall, on each such occasion, pay to the Promoter a penalty of Rs.1,00,000/- (Rupees One Lac only).

viii. The aforesaid penalty/ies shall be payable by the Purchaser/s in addition to the cost of rectification /restoration for the default committed. In the event the Purchaser/s fails to pay the penalty and rectify the default of his/her/their obligation within 15 days from committing this default at his/her/their own cost then the Promoter through its agents, shall have a right to enter upon the said Flat and dismantle at the Purchaser's cost, such 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.

- ix. 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.
- x. Not to delay / default in payment of the amounts to be paid to the Promoter in addition to the amounts collected in Clause ____above and pay within 10 days of demand by the Promoter, 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.
- xi. 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.
- xii. Not to transfer or assign the Purchaser'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 license, care taker, paying guest or tenancy basis or induct any person/s into or part with the said Flat without the prior written consent of the Promoter / said Organisation/ Competant Authority/ Collector. Such consent, if granted shall be subject to the terms and conditions imposed and stipulated by the Promoter herein.
- xiii. Shall not violate and shall at all times abide by the terms, conditions and covenants of grant of Class – II Occupancy rights and all modifications, amendments, notifications, circulars, regulations, orders made from time to time by the Competant Authoity/ Collector with respect to use/ transfer etc. of the said Flat made from time to time thereto, by the parties or the competent authorities.
- xiv. 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 Purchaser/s may carry out in the said Flat.

xv. Shall not violate and shall observe and perform all the rules and regulations 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 Flat therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of government and other public bodies. The Purchaser/s 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.

xvi. 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 Flat or the neighbourhood provided always that the Promoter shall not be responsible to the Purchaser/s 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 Flat of the said Building and the Purchaser/s shall not hold the Promoter so liable;

xvii. 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.

- xviii. 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 time. The Promoter shall have the right to inspect the said Flat 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 Purchaser/s and also to recover costs incurred for such demolition and reinstatement of the said Flat to its original state.
- xix. In the event the Purchaser intends to undertake renovation and amendments/alteration to the Flat after the Possession of the said Flat is offered to the Purchaser/s herein post the receipt of the Occupation Certificate in the manner as stated herein, the Purchaser shall firstly seek approval from the Promoter of the proposed renovation and amendments/alteration and thereafter shall obtain approval from the Competant authorities i.e. the MCGM, Fire Department and such other department and shall undertake the work strictly in accordance therewith. It is hereby clarified that the Promotor shall have a right to reject the approval to the proposed renovation and amendments/alteration, if in its opinion the same is in breach of the provisions of clause 61 and 62 above.
- xx. The Purchaser/s shall abide with the House Rules that shall be framed by the Promotor/House Keeping Agency the copy whereof shall be handed over to the Purchaser/s .at the time of Possession.

62. In addition to the aforesaid conditions, the Purchaser/s further binds himself/herself/themselves in respect of the said Flat and covenants as under:

- i. 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. If the Purchaser/s or members of his/her family or any servant or guest of the Purchaser/s commits default of this sub-clause then the Purchaser/s shall immediately rectify any damage and default immediately at his/her own cost and shall also be liable to pay to the Promoter a penalty of Rs.1,00,000/- (Rupees One Lac only) on each occasion on which the Purchaser/s or any person on his/her behalf commits default of this sub-clause.
- ii. Shall not at any time cause or permit any public or private nuisance or to use the loud speaker etc in or upon the said Flat, said Building or the said Property or any part thereof or do anything which shall cause an annoyance, inconveniences, suffering, hardship or disturbance to the occupants or to the Promoter. Further the Purchaser/s shall not keep pets and/or domesticated animals in or upon the said Flat, the said Building or the said Property or any part thereof. If the Purchaser/s or members of his/her family or any servant or guest of the Purchaser/s commits default of this sub-clause then the Purchaser/s shall immediately take remedial action and shall also be liable to pay to the Promoter a penalty of Rs.1,00,000/- (Rupees One Lac only) on each occasion on which the Purchaser/s or any person on his/her behalf commits default of this sub-clause.
- iii. 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 in or around the said Flat and/or the said Building and at the Purchaser'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. If the Purchaser/s or members of his/her family or any servant or guest of the Purchaser/s commits default of this sub-clause then the Purchaser/s shall immediately take remedial action and shall also be liable to pay a penalty of Rs.1,00,000/- (Rupees One Lac only) on each occasion on which the Purchaser/s or any person on his/her behalf commits default of this sub-clause.

iv. Shall not do either by himself/itself or any person claiming through the Purchaser/s 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. If the Purchaser/s commits default of this sub-clause then the Purchaser/s shall immediately take remedial action and shall also be liable to pay to the Promoter a penalty of Rs.1,00,000/- (Rupees **One Lac** only) on each occasion on which the Purchaser/s or any person on his/her behalf commits default of this sub-clause.

v. Shall not display at any place in the said Building any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Purchaser/s shall not stick or affix pamphlets, posters or any paper on the walls of the said Building or common area therein or in any other place or on the window, doors and corridors of the said Building. If the Purchaser/s commits default of this sub-clause then the Purchaser/s shall immediately take remedial action and shall also be liable to pay a penalty of Rs.1,00,000/- (Rupees **One Lac** only) on each occasion on which the Purchaser/s or any person on his/her behalf commits default of this sub-clause.

vi. 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 Purchaser/s in such places only as shall have been previously approved in writing by the Promoter in accordance with such manner, position and standard design laid down by the Promoter;

vii. Shall not park at any other place and shall park all vehicles in the allotted/ designated parking lots only as may be prescribed by the Promoter;

viii. 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 transfer of the said Property in favour of the said Organisation.

63. The Promoter shall have irrevocable, unconditional and unfettered right and be entitled to and the Purchaser/s shall permit the Promoter and its surveyors and agents with or without workmen and others, at all times, to enter into and upon the Flat to view and examine the state and conditions thereof.

64. 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. The Purchaser/s shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him/her/them and all rights of ownership in all common areas, internal roads, open spaces, parking spaces, lobbies, staircases, terrace, recreation spaces, swimming pool, or any similar facility/ies will remain the property of the Promoter, even after the said Property and the said Building is transferred to the said Organisation as hereinabove mentioned. The Purchaser/s shall have permission only to use common areas, open spaces (other than the open car parking spaces), terrace, lobby, stair case and lift.

65. It is expressly agreed that the said Organisation will maintain the street lighting, common water tanks and water pipe lines and water connections and all other common services, benefits, facilities and advantages and it is hereby expressly agreed and confirmed between the parties that all such general facilities shall be for the use of the Purchasers of the flats in the said Building and the Purchaser/s shall pay proportionate share thereof. The proportionate share payable by the Purchaser/s 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 Purchaser.
66. The Promoter shall have the right to enter into 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 transfer of the said Property in favour of the said Organisation. Thereafter, the said Organisation will undertake to maintain said Building or any part thereof.
67. The Purchaser/s 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 of the said Building in respect whereof, the purchaser/s of such other flat, as the case may be, shall have made default in paying his/her/their share of taxes, maintenance charges etc.
68. It is agreed that as and when the Promoter enters into agreements/arrangements with any person, or otherwise the Promoter is in a position to provide all utilities or any of them, then in that event the

Purchaser/s 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 Purchasers 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 has/have entered into agreements/arrangements with any person, or otherwise the Promoter is in a position to provide all Utilities or any of them.

69. It is expressly agreed that the Promoter shall have an irrevocable and perpetual right and be entitled to put a hoarding on the said Property or any parts of the said Building or buildings including on the terrace and/or on the parapet wall and/or on the said Property and the said hoardings may be illuminated or comprising of neon sign and for that purpose, the Promoter are 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 parties to use any part of the said Building and the property for installation of cables, satellite, communication equipment, cellular telephone equipment, radio turnkey equipment, wireless equipment and all other equipments etc. The Purchaser/s 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 Purchaser/Said Organisation shall not have any right or be entitled to any of the 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.

70. 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.

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

72.

i. As stated herein, the Purchaser/s shall not, without the prior written consent of the Promoter, sell, transfer, mortgage, create charge etc. or otherwise deal with or dispose off the said Flat or any part thereof. Such consent / refusal shall be at the sole discretion of the Promoter.

ii. The Purchaser/s at its own costs and expenses shall obtain the permission and no objection of the Collector prior to sale, transfer, mortgage and/or otherwise dealing with or disposing off the said Flat or any part thereof, in terms of the rules, regulations, circulars, notifications issued by the competent authority and/ or

the Collector from time to time and pay the necessary charges in respect thereof including the transfer premium.

73. It is agreed between parties that subject to the Purchaser/s complying with the transfer conditions as set out by the Collector/ Competent Authority, for the immediate first sale of the said Flat by the Purchaser/s to a third party/ies, the Purchaser herein shall pay to the Promoter transfer charges calculated at 2% (two percent) of the total sale consideration of such subsequent sale/ transfer of the said Flat or the said Sale Price whichever is higher, provided that the Purchaser/s shall, prior to such sale, obtain in writing an undertaking from the intending purchaser in favour of the Promoter to the effect that for every subsequent sale or transfer of the said Flat or any part thereof, the third party/ies shall pay to the Promoter transfer charges as mentioned hereinabove in this clause. The transfer charges shall be paid to the Promoters as stated hereinabove at the time of obtaining the no objection letter from the Promoter and shall be in addition to the Transfer Fee/ charges payable by the Purchaser/s to the Collector/ Competent Authority.

74. The Purchaser/s hereby expressly agrees and covenants with the Promoter that in the event of the said Building on the said Property being not ready for use and in the event of the Promoter offering license to enter upon the said Flat for fitouts to the Purchaser/s on the request of the Purchaser/s, then and in that event the Purchaser/s shall not have any objection to the Promoter completing the construction of the balance building or additional floors on the said Property without any interference or objection by the Purchaser. The Purchaser/s further confirms that he/she/they shall not object or dispute construction of the balance building or buildings, wing or wings or additional floors or additional construction or part or parts thereof by the Promoter on any ground including on the ground of nuisance, annoyance or any other ground or reason whatsoever and the Promoter shall be entitled to either themselves or through any nominees to construct and complete the said

additional storeys, wing or wings or building or buildings on the said Property as they may desire in their absolute discretion without any interference or objection or dispute by the Purchaser. The Purchaser/s hereby consents to the same time being under any law as applicable.

75. Notwithstanding anything contrary to contained herein or in any other letter, no objection, permission, deeds, documents and writings (whether executed now or in future by the Promoter) and notwithstanding the Promoter giving any no objection/permission 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 Purchaser/s under this Agreement for recovery of any amount due and payable by the Purchaser/s to the Promoter under this Agreement or otherwise.

76. The Purchaser/s hereby nominates Mr. _____ having his / her / their address at _____ who is _____ of the Purchaser/s as his / her / their / her / their nominee in respect of the said Flat. On the death of Purchaser, the said Mr. _____ (the “**said Nominee**”) shall assume all the obligations of the Purchaser/s under this Agreement or otherwise, and shall be liable and responsible to perform the same. The Purchaser/s shall at any time hereafter be entitled to substitute the name of the said Nominee for the purposes herein mentioned. The Promoter shall only recognize the said Nominee or the nominee substituted by the Purchaser/s (only if such substitution has/have been intimated to the Promoter in writing) and deal with him or her in all matters pertaining to the said Flat. The heirs and legal representatives of the Purchaser/s 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 indemnity bond indemnifying the Owners/Promoter as may be necessary and required by the Promoter.

77. 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 all flats therein and also the buildings 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 Purchaser/s shall have no objection to the same.
- iii. that the sample Flat if any, constructed by the Promoter and all furniture, items, electronic goods, amenities, etc. provided therein are only for the purposes of show casing the flat, 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, other than as expressly agreed by the Promoter under this Agreement;

78. The Purchaser/s represents and warrants that:

- i. he / she / they has/have /have not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up, as the case may be;
- ii. no receiver and/or liquidator and/or official assignee or any person is appointed of the Purchaser/s or all or any of its assets and/or properties;

- iii. none of his / her / their assets/properties is attached and/or no notice of attachment has / have 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/her/their 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/her/their assets and properties;
- vi. he/she/they is not of unsound mind and/or is not adjudged to be of unsound mind;
- vii. he/she/they has/have not compounded payment with his/her/their creditors;
- viii. he/she/they is not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than six months.
- ix. he/she/they is/are competent to contract and enter into this Agreement as per the prevailing Indian Laws.

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

79. The Purchaser/s 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 Purchaser/s of its covenants, representations and warranties under this Agreement or due to any act, omission, default on the part of the Purchaser/s in complying/performing his/her/their obligations under this Agreement. The Purchaser/s 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.

80. The Purchaser/s 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 Purchaser/s further confirms and accepts that he/ she has only relied upon the approved plans. The Purchaser/s confirms that he/she/they have done site inspection and is aware of the planning, surroundings in and around the said Property.

81. 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 Purchaser/s of the said Flat, in case of a transfer, as the said obligations go along with the said Flat for all intents and purposes.

82. The Agreement sets forth the entire agreement and understanding between the Purchaser/s and the Promoter and supersedes, cancel and merges:-

- a. All agreements, negotiations, commitments, writings between the Purchaser/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.

83. Interpretation

In this Agreement where the context admits:

- A. any reference to any statute or statutory provision shall include:
 - i. all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated);
 - ii. 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/have directly or indirectly replaced;
- B. any reference to the singular shall include the plural and vice-versa;
- C. any references to the masculine, the feminine and the neuter shall include each other;
- D. any references to a “company” shall include a body corporate;
- E. 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.

- F. 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;
- G. 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;
- H. 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;
- I. 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;
- J. 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;
- K. “the words “include”, “including” and “in particular” shall be construed as being by way of illustration or emp has/have is only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- L. references to a Person (or to a word importing a Person) shall be construed so as to include:
- i. 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);

- ii. that Person's successors in title and assigns or transferees permitted in accordance with the terms of this Agreement; and
- iii. 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;
- M. where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words;
84. All notices to be served on the Purchasers as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by Registered Post A.D./Under Certificate of Posting/Courier or by hand delivery or by Fax, E-mail to the address of the addressee at his/her/their address hereinbefore mentioned
85. 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
86. For the purposes of this transaction, the details of the PAN of the Promoter and the Purchaser/s are as follows:
- | | | |
|------|-----------------|------------|
| (i) | Promoter PAN | AAACS7992J |
| (ii) | Purchaser/s PAN | _____ |
87. The Purchaser/s 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 Purchaser's account.

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

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 Purchaser/s confirms that the Purchaser/s 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.

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 Property)

ALL THAT piece or parcel of Occupancy Class - II land admeasuring about 1100 sq. yds. equivalent to 919.30 sq. mtrs. as per the Document of Title and 919.3 square meters as per the P.R. Card situate at Kane Road, Bandra Hill now

known as Mount Mary Hill, Bandra, South Salsette Taluka, Bombay Suburban District, Registration Sub-District, Bandra, Registration District Bombay Suburban and bearing CTS No.B/870-B and bounded as follows, that is to say:

On or towards the North: by property bearing CTS No.871 and partly by Kane

Road;

On or towards the East: by remaining property retained by the Assignor and shown on the plan hereto annexed surrounded by green coloured boundary line;

On or towards the South: by Bullock Road; and

On or towards the West: by property bearing CTS No.869.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the said Flat)

Flat bearing no. _____ admeasuring _____ square meters carpet area on the _____ floor of the the building known as “**Monticello**” to be constructed on the said Property.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Description of the common areas of the said Property/ said Building)

1. Staircase and landings.
2. Main entrance Lobby with reception area.
3. Lift, Lobby and Landings.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Description of Fixtures and Fittings in the said Flat)

1. Provision for Cable connections.
2. Mahanagar pipe gas (subject to availability)

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Common Amenities/ Facilities in the said Building / said Property)

1. Security surveillance.
2. Advanced structural design with seismic resistance.
3. Round the Clock Security.
4. Building management system.
5. Provision for conduit for data & voice.
6. Adequate power back up.
7. Rain harvesting system.

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SIGNED SEALED and DELIVERED)

withinnamed the Promoter)

M/S. SAMUDRA DEVELOPERS PVT. LTD.)

by the hand of its Director / Authorised)

signatory Mr. _____)

In presence of

1.

2.

SIGNED and DELIVERED)

withinnamed Purchaser)

_____)

_____)

In presence of

1.

2.

Receipt

RECEIVED of and from the withinnamed)

Purchaser/s the sum of Rs. _____/-)

(Rupees _____)

_____)

_____ Only) towards)

instalments in clause _____paid by him/her/them)

to us, as within mentioned)Rs. _____

Witness

We say received

1.

For Samudra Developers Pvt. Ltd

2.

Director/Authorised Signatory

DATED THIS DAY OF _____,
2017

BETWEEN

SAMUDRA DEVELOPERS PVT. LTD.

... PROMOTER

AND

_____.

... PURCHASER/S

=====

AGREEMENT FOR SALE

=====

M/S. HARIANI & CO.
ADVOCATES & SOLICITORS
1ST FLOOR, 10TH BRUCE STREET
HOMI MODY STREET, FORT
MUMBAI – 400 001

