

AGREEMENT FOR SALE

THIS **ARTICLES OF AGREEMENT** made and entered into at Mumbai this ____ day of _____ in the Christian year Two Thousand Eighteen.

AMONGST/BETWEEN

SHIVALIK VENTURES PVT. LTD. (CIN No.U45202MH2008PTC180356) (PAN AALCS7683R) a Company duly registered under the Companies Act, 1956 having its registered office at Ground Floor, JV House, D. S. Babrekar Marg, Dadar (W), Mumbai-400028 (which expression shall unless repugnant to the context or meaning thereof shall be deemed to mean and include its successors and assigns) hereinafter called “**PROMOTER**” of the One Part;

AND

_____ (**PAN** - _____) having address at _____, hereinafter referred to as the “**PURCHASERS/ALLOTTEE**” (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her/their heirs, executors administrators and permitted assigns) of the Second Part;

WHEREAS :-

- A. Maharashtra Housing and Area Development Authority is the owner of all that piece and parcel of land admeasuring 6617.78 sq. mtrs. more particularly known as Plot S 6 bearing CTS No. 30 (pt), 30/326 to 328, 30/334, 30/335, 30/341, 30/343 to 416, 30/529, 30/531, 30/533, 30/534, 30/547 to 551, 30/581 to 789 of Village Bandra East, Taluka Andheri, Mumbai Suburban District situated at Golibar Road, Khar (East), which property is more particularly described in the First Schedule written

hereunder” (for the sake of brevity hereinafter referred to as “the said Property”).

- B. Pursuant to the proposal of redevelopment of the said Property submitted to the Slum Rehabilitation Authority under a Slum Rehabilitation Scheme under Regulation 33 (10) read with Appendix IV of the Development Control Regulation for Greater Mumbai, 1991, the said Property has been included in the revised Letter of Intent bearing No. SRA/ENG/1188/HE/MHL/LOI dated 1st December 2012 issued by the Slum Rehabilitation Authority in respect of CTS Nos. 13 (pt), 14(pt), 17(pt), 18, 19(pt), 20, 22(pt), 24(pt), 27(pt), 29(pt), 30(pt), 33(pt), 35, 37(pt), 40 to 48, 184 to 186, 255, 256, 257 and 282 of Village of Bandra East, Taluka Andheri, Mumbai Suburban District. (hereinafter referred as “Presently Sanctioned Scheme). A copy of the revised Letter of Intent bearing No. SRA/ENG/1188/HE/MHL/LOI dated 1st December 2012 issued by Slum Rehabilitation Authority is hereto annexed as **Annexure “A”**; The said Property forms part of the presently sanctioned scheme.
- C. A certificate of title dated 31st October 2017 issued by M/s. Hariani & Co., Advocates & Solicitors in respect of the said Property is hereto annexed and marked as **Annexure- “B”**;
- D. The Promoter is in possession of the said Property and intends to acquire and amalgamate land admeasuring 793.63 sq.mtrs. adjoining to the said Property with the said Property (the said Property and adjoining land proposed to be acquired by the Promoter are hereinafter collectively referred as “said Larger Property”). The Promoter proposes to construct building/s on the said Larger Property in a phase wise manner as per the plans approved or to be approved by the concerned authority, with such amendments & alterations as may be permitted by the authorities concerned.
- E The Promoter by themselves or through or with their nominees or associate or group sister concern/s are entitled to, have acquired and/or propose to

acquire and/or develop nearby lands/properties which are contiguous, adjacent and/or adjoining the said Larger Property and enter into such arrangement or agreement as they may deem fit with the holders thereof and amalgamate such lands and properties with the said Larger Property and/or sub divide the same and/or include the same in the Presently Sanctioned Scheme in the manner as they may deem fit; The Government of Maharashtra has issued direction dated 29 August 2008 under section 3(K) of Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act 1971 for integrated, comprehensive redevelopment of the slum area spread over East West between Western Express Highway and Western Railway and North South between Jaiprakash Road and Khar Subway at Village Bandra East with a cluster approach (hereinafter referred as "Entire Project"). Accordingly, the lands/properties falling within the entire project are amalgamated or to be amalgamated for redevelopment thereof. The Slum Rehabilitation Authority has issued revised Letter of Intent dated 1 December 2012 and also will issue further revised Letter of Intent as and when additional areas are included in the said Sanctioned Scheme. Accordingly, whenever necessary, the approved Layout Plan has been amended from time to time and will be further amended. The Purchaser(s) has been explained the proposed Common Layout Plans and the Purchaser(s) has given his free and informed consent for the changes as may be necessary from time to time in the Building plans and in the Layout Plan of the presently sanctioned scheme.

- F. In view of the aforesaid, reference to the entire project in this Agreement, shall be deemed to mean and include the development of the entire slum area spread over East West between Western Express Highway and Western Railway and North South between Jaiprakash Road and Khar Subway at Village Bandra East either nearby, contiguous, adjacent and adjoining or at a distance being the properties acquired / may be acquired in future and construction thereon wherever the context so permits or requires as part of the said entire Project;

- G. The Promoter has entered into a standard Agreement with M/s. Paarshad Associates registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.
- H. The Promoter has also appointed M/s. Gokani Consultants Pvt. Ltd., as Structural Engineers for preparation of structural designs and drawings of the said Buildings (as defined hereinafter);
- I. The Purchaser has accepted the professional supervision of the Licensed Surveyor and the above referred Structural Engineers and/or any other architect or structural engineer, who may be appointed by the Promoter till the completion of development on the said Larger Property and for the purpose of construction and completion of the said Building/s;
- J. The Promoter had submitted plans to the Slum Rehabilitation Authority, for the development of the said Property and have received the following approvals:
- (i) Revised Plan of the Layout as approved by Slum Rehabilitation Authority on 14 June 2013.
 - (ii) Amended Intimation of Approval ("IOA") bearing No. SRA/ ENG/ HE/ MHADA/ 0028/20060821/AP/S6 dated 15 March 2018. The copy of the Intimation of Approval is hereto annexed as **Annexure - "C"**;
 - (iii) Commencement Certificate ("CC") bearing No. HE/MHADA/0028/20060821/AP/S6 dated 18 December 2017 re-endorsed by Slum Rehabilitation Authority on 15 March 2018. A copy of the CC is hereto annexed as **Annexure-"D"** ;
- K. Accordingly, the Promoter has, inter-alia, commenced construction of a multi-storeyed building/s having 14 Wings identified as A to N and the ground floor of which is now proposed to be used for commercial purposes

while the upper floors for residential purposes (the building comprising Wings A to N are hereinafter collectively referred as “First Part Building”). The Promoter intends to construct further 4 Wings in phases by obtaining appropriate approvals for the same (the building comprising Wings O to R are hereinafter collectively referred as “Second Part Building”). The First Part Building and the Second Part Building are collectively referred as “the said Building”. The said Building shall be known as “Gulmohar Avenue”.

- L. This Agreement relates only to the ‘___’ Wing of the said Building which as per the current approved plan comprises of Ground + 16 Floors/Levels (hereinafter called “the said Wing”).
- M. The said Wing is being constructed on a part/portion of the said Property as shown on the plan hereto annexed and marked as **Annexure “E”** as surrounded by red coloured boundary lines; The further proposed Wing/s being Second Part Building to be constructed on adjoining land to the said Property is shown on the plan hereto annexed and marked as **Annexure “F”**
- N. The Purchaser/s along with other buyers of apartments in the said Wing/s /building/s shall, join in formation and registration of a Co-operative Society or a Limited Company or an Association of Apartment Owners or other body corporate as the case may be (herein referred to as “the said Organisation”). The Promoter intends that one or more Apex/Federal Society/Organisation/ Association of all such separate Organisation/societies will be formed (hereinafter referred to as “said Apex /Federal Organisation”) which will look after, manage and maintain the common areas, common roads, common service lines including drainage, gas, electric water pipe lines, cable and other service lines, common amenities, common garden etc.

- O. The Purchaser(s) hereby acknowledge(s) and agree(s) that the said Wing is part of layout development and as such the Promoter in accordance with the applicable law as per the practice that may be followed by Slum Rehabilitation Authority would or cause to lease or convey or transfer only the built-up area of the said Wing or Wings (except the basement, podium and appropriate common amenities) to the said Organization formed of the individual Wing or Wings, which shall not be later than 3 (Three) months from the date of receipt of Occupation Certificate and handing over of all the Apartments in the Wing/s to the respective purchasers of the Apartments in the Wing/s. The Promoter shall subject to the terms of the Slum Rehabilitation Scheme and other applicable Rules and Regulation, but only after all apartments (including car parking/other Spaces) in the buildings and in the Project are sold/ allotted and after full development of the said entire Project comprising of various buildings is completed by utilising the full F.S.I. of the said entire project and after fully utilising increased F.S.I. available due to any change in the Development Control Regulation or by way of amalgamation / sub-division with adjoining properties and/or having fully utilised the T.D.R. which may be obtained by the Promoter and/or after having fully utilised any F.S.I. available for development and/or construction on the said entire project, or due to amendment of Development Control Regulations or any other Act, Rules or Regulations or as incentive under any Scheme that may be formulated/floated by the Central/State Government or Municipal Corporation or any other authority or otherwise howsoever or after 18 months from the date when the Apex Body of the Organisations is formed whichever is later, but only after receipt by the Promoter of the full consideration or price of all Apartments and all other dues receivable in terms of the Agreement or otherwise at law from all buyers, in accordance with the applicable law and as per the practice that may be followed by Slum Rehabilitation Authority would or cause to lease or convey or transfer to a single or more such said Apex /Federal Organisation, all the right, title and interest by obtaining or executing the necessary Lease/s or

Conveyance/s of the land in whole or in part alongwith appropriate common amenities, basement and Podium if any in the said entire project as may be thought fit at the relevant point of time in the circumstances of the case;

- P. It is clarified that though in case of a lease or conveyance of the proportionate interest in the said Property or in part of the land in the said entire project is executed by the Promoter in favour of any Apex /Federal Organisation or Organisation after the said Larger Property is fully developed, however for the purpose of amendment to the sanctioned layout on account of amalgamation of certain additional slum area into the sanctioned scheme the said Property and said Larger Property shall continue to be part of layout for the purpose of calculation of the Floor Space Index (FSI) thereof including any increase thereto under any Scheme or Project of Central / State Government or of the Slum Rehabilitation Authority or Municipal Corporation for Greater Mumbai or any other authority, whether in force or proposed or otherwise and the benefit of FSI/TDR that is transferred and permitted to be consumed (whether on the date hereof or at any time hereafter) in relation to the said entire Project is consumed fully;
- Q. The Promoter has sole and exclusive right to sell the Apartments in the said Wing/s and Building to be constructed by the Promoter on the said Larger Property and to enter into Agreement/s with the allottee(s) of the Apartments and to receive and appropriate the sale consideration in respect thereof;
- R. The Purchaser/s has/have demanded from the Promoter and the Promoter has given full, free and complete inspection to the Purchaser(s) of all the documents of title relating to the said Property, sanctions, permissions, approvals, including the sanctioned plans, approvals and the proposed common layout plan with adjoining lands/plots and also the designs,

specifications of the said Apartment prepared by the Promoters' Architect and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder including all the documents mentioned in this Agreement and the Purchaser/s has/have satisfied himself/herself/ themselves/itself about the same;

- S. The Purchaser is desirous of purchasing a residential Apartment bearing No. _____ admeasuring 29.92 square meters of carpet Area i.e. approximately 322.00 square feet of carpet area or thereabouts on the ____ Level of the '____' Wing of the said Building ("the said Apartment") on the terms and conditions and the consideration specified hereinafter; The carpet area of the said Apartment mentioned above is as per the provisions of said Act;
- T. The Promoter has applied for amendment of presently sanctioned plan and the Purchaser/s has/have been given full, free and complete inspection of the proposed plan/amendment. The Purchaser/s has/have consented to the amendment as proposed by the Promoters and also to proposed approval to the same by the Slum Rehabilitation Authority as the design, specification, area and location of the said Apartment will not be altered subject to what is agreed in this agreement.
- U. The Parties relying on the confirmation, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws and the Purchaser(s), after having perused all the necessary documents, deeds and writings relating to the title of the Promoter to the said Property and the said Building along with all other documents as specified in the said Act and under this Agreement, and after being fully informed and satisfied about the same, as also about the status, approvals, sanctions and the plans in

respect of the said Wings and the said Building, is/are desirous of purchasing from the Promoter the said Apartment on the terms and conditions and the consideration specified hereinafter;

V. Prior to the execution of these presents the Purchaser has paid to the Promoter a sum of Rs. _____/- (Rupees _____ Only) being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Purchaser as advance payment (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Purchaser has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing;

W. The Promoter has registered the Project under the provisions of the said Act with the Real Estate Regulatory Authority bearing Registration No. P51800014036;

X. Under section 13 of the said Act, the Promoter is required to execute a written Agreement for Sale of the said Apartment with the Purchaser(s), being in fact these presents and also to register the said Agreement under the Registration Act, 1908;

Y. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Purchaser hereby agrees to purchase the said Apartment.

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

1. In this Agreement, unless another intention is stated; (i) the recitals, Annexures and Schedules contained herein shall constitute an integral and operative part of this Agreement as though contained in this operative

portion and shall be read and construed accordingly as an essential part of this Agreement. (ii) the singular includes the plural and vice versa; (iii) reference to a particular gender does not exclude the other gender.

2. The Promoter shall construct the said Wing/s and/or Building/s on the said Property or said Larger Property in accordance with the approved layout, approved plans, specifications, designs and elevations as approved/altere d/amended by Slum Rehabilitation Authority/concerned planning/local authority from time to time. Prior to the execution of these presents, the Promoter has given to the Purchaser/s an express notice of the rights reserved and retained by the Promoter for themselves as well as for their nominees and assigns. The Promoter is at liberty to make such amendments, alterations, modifications, and/or variations including but not limited to increase in number of Levels in particular wing/Building as the Promoter may consider necessary or expedient for implementation of the entire Project or for the purpose of utilisation of FSI under the said entire project or any other Scheme or Project formulated/floated at present or in future by Central / State Government or Slum Rehabilitation Authority/MCGM or any other authority or for compliance of any Act, Rule or Regulation, as may be amended from time to time or as may be required by the Slum Rehabilitation Authority/concerned planning/local or any authority/the Government to be made in the layout and the buildings to be constructed thereon provided that, by reason of such amendments, alteration, modifications and/or variations, the location and the area of the said Apartment agreed to be purchased by the Purchaser/s will not be affected or reduced. The Purchaser/s hereby accord their specific consent to the Promoter for carrying out the said amendments, alteration, modifications and/or variations and/or to increase the number of Levels in particular wing or for construction of additional wings, agree to execute such papers and documents as may be requested for by the Promoter in this regard. The Purchaser/s hereby accord their further specific consent to the Promoter for constructing and disposing off as they deem fit any other

additional structures that they may deem fit to build as per the prevailing rules and regulations and/or as amended from time to time in this behalf by the Collector or the Slum Rehabilitation Authority/MCGM or other authorities concerned, on the said Property and said Larger Property. The Purchaser/s agrees not to obstruct and/or raise any objection whatsoever and/or interfere with the Promoter, their nominees or assigns for carrying out amendments, alterations, modifications, variations and/or additions as aforesaid so long as the location and the area of the said Apartment agreed to be purchased by the Purchaser/s is not affected/ reduced.

3. The Purchaser/s hereby agree to purchase from the Promoter and the Promoter hereby agrees , subject to the terms and conditions set out herein, to sell to the Purchaser/s, a Residential Apartment bearing No. _____ admeasuring 29.92 square metres of carpet area equivalent to 322.00 square feet of carpet area or thereabouts (hereinafter referred to as “the said Apartment”) on the _____ Level of Wing ‘_____’ as indicated on the said Floor Plan hereto annexed and marked **Annexure “G”** and thereon shown surrounded by red coloured boundary lines.
4. The fixtures, fittings and amenities to be provided by the Promoter in the said Wing and the said Apartment hereby agreed to be sold are those that are set out in **Annexure “H”** annexed hereto. The Purchaser/s agree that, in the event there is non-availability or uncertainty about the availability of fixtures, fittings or amenities or the materials required to be provided either in terms of quantity and/or quality and/or delivery and/or for any other reason beyond the control of the Promoter, Promoter shall be entitled to change the fixtures, fittings and amenities to be provided in the said Apartment. In such circumstances, Promoter shall substitute the fixtures, fittings and amenities without the approval of or notice to the Purchaser/s with a one of similar specification and/or quality as may be available and required during that particular stage/time of the construction in order to enable the Promoter to offer at the earliest/on time the possession of the said Apartment to the Purchaser/s as agreed under this Agreement. The

fixtures, fittings and amenities are being provided by the Promoter in the said Apartment free of cost and the Purchaser/s agrees not to claim any reduction or concession in the Purchase Price and/or in the amounts payable under this Agreement on account of any change or substitution in the fixtures, fittings or amenities provide by the Promoter.

5. In consideration of Promoter agreeing to sell the said Apartment to the Purchaser/s, the Purchaser/s agrees to pay to the Promoter a sum of Rs. _____/- (Rupees _____ Only) (hereinafter referred to as the "Purchase Price"), which is inclusive of the proportionate price of the common area and facilities appurtenant to the said Apartment within the said Wing/s, the nature, extent and description of the Common/Limited common areas and facilities are more particularly described in the Second Schedule hereunder written. The Purchaser(s) has paid on or before execution of this agreement a sum of Rs. _____/- (Rupees _____ Only) as advance payment and hereby agrees to pay the consideration amount in the manner provided in **Annexure "I"** hereof, time being the essence of contract.
6. The Purchase Price above excludes taxes consisting of taxes paid or payable by the Purchaser/s and / or the Promoter by way of Goods and Service Tax or any other tax/s or Cess or duties or any other similar taxes which may be levied, in connection with this Agreement or the construction of and carrying out the Project payable by the Promoter up to the date of handing over the possession of the Apartment.
7. The Purchaser/s is/are aware that in accordance with section 194 IA of the Income Tax Act, 1961, TDS is required to be deducted @ of 1% of the purchase price, while making payment to/crediting the account of the Promoter under this Agreement. The amount so deducted by the Purchaser/s is required to be paid to the Income Tax Authorities on or before the 7th of the next English Calendar month. As required under the Income Tax Act, 1961, the amount of TDS deducted shall be paid by the

Purchaser /s electronically only, by using Form No. 26QB. The TDS shall be acknowledged/credited by the Promoter, only upon the Purchaser /s submitting the original TDS Certificate within 30 days from the end of the month in which such payment was made or credit was given and the amount of TDS as mentioned in the certificate matches with the data available with the Income Tax Department concerning the tax deducted at source on behalf of the Promoter in the prescribed Form No. 26AS of the Promoter. The Purchaser/s further agrees and undertakes that if the Purchaser/s fails and/or neglects to deduct the tax at source or fails to pay the same after deduction to the Income Tax Authorities, the Purchaser/s alone shall be deemed to be an Assesse in default in respect of such tax and the Promoter shall not be liable for any statutory obligations/liability for non-payment of such TDS. The Purchaser/s shall indemnify and keep indemnified saved defended and harmless the Promoter in that behalf. The Purchaser/s do hereby irrevocably and unconditionally agree and undertake to execute and sign all such deeds, documents, forms etc. as may be required by the Promoter to claim the benefits of the TDS or otherwise.

8. The Purchase Price is escalation-free, save and except escalation/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges, cess or taxes 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 development charges, cost, or levies imposed by the competent authorities etc. the Promoter shall enclose the said notification/order/rule/regulation published/issued to that effect along with the demand letter being issued to the Purchaser(s).
9. The Promoter shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the Building is complete and occupancy certificate is granted by the competent authority, by furnishing

details of the changes, if any, in the carpet area, subject to variation cap of three percent. The total price payable for the carpet area of the Apartment shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit except caused on account of result of physical variations due to tiling, ledges, plaster skirting, RCC column etc. as mentioned hereinabove, then Promoter shall refund the excess money paid by Purchaser/s within forty-five days, from the date when such an excess amount was paid by the Purchaser/s with annual interest at 2% above the State Bank of India Highest Marginal cost of lending rate prevailing on the date on which the amount becomes due. If there is any increase in the carpet area allotted to Purchaser/s, the Promoter shall demand additional amount from the Purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as by which the Purchase Price has been agreed in this Agreement by the Parties.

10. The Purchaser/s agrees and confirms to pay the instalments of Purchase Price as set out in Annexure "I" and all other amounts which become due or payable by the Purchaser/s under the provisions of this Agreement including the amounts payable in terms of clause 21 below, by way of Account Payee cheque / demand draft / pay order payable to the Promoter at Mumbai. All such Account Payee cheques / demand drafts / pay orders shall be drawn in favour of "Shivalik Venture Private Limited A/c No. 917020074542243 or such other name as may be intimated in writing by Promoter to the Purchaser/s. The Purchaser/s undertakes that all cheques given by the Purchaser/s representing the instalments of Purchase Price and/or any other amounts payable in terms of this Agreement shall be honoured on their presentation.
11. The Purchaser/s undertake to pay all instalments of the Purchase Price and all other amounts which become due or payable by the Purchaser under the terms of this Agreement, without any delay or default, within a period of 15 (fifteen) days of a demand letter in respect of such payments

being sent to the Purchaser at the address set out in this Agreement. 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 Apartment agreed to be sold until and unless the entire Purchase Price and all amounts due and payable by the Purchaser/s under this Agreement are duly paid by the Purchaser/s to the Promoter herein and the Purchaser/s has not committed any breach of any the terms of this Agreement.

12. The Purchaser/s further agree and undertake to accept and not dispute the certificate of the stage of completion of the said Wing/s as set out in the demand letter issued by Promoter or by any other person for and on behalf of Promoter, for raising a demand of the corresponding instalment of the Purchase Price and further undertake to pay the amounts mentioned in the said demand letter within 15 (fifteen) days of said demand letter being sent to the Purchaser/s.
13. Any default in payment of any of the instalments of the Purchase Price or of any of the amounts payable by the Purchaser under this Agreement, on their respective due dates, shall amount to a breach on the part of the Purchaser/s of the terms of this Agreement. Without prejudice to the right of promoter to charge interest, in the event of the Purchaser/s committing any delay and/or default in making payment of any of the instalments of the Purchase Price and/or of any other amount due or payable by the Purchaser/s to Promoter under this Agreement (including the Purchaser's proportionate share of additional Infrastructure cost/charges, rates, taxes, cesses and assessments levied or imposed by the concerned local body or Government authority and all other outgoings including the charges, contributions, subscriptions and fees) on their respective due dates or of any of the terms and conditions herein contained, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall serve upon the Purchaser/s 15 (fifteen) days notice in writing, specifying the breach or breaches of the terms and conditions of this Agreement by the Purchaser/s and calling upon the

Purchaser/s to rectify the breach or breaches as specified in such notice. If the Purchaser fail to rectify such default or breaches within the said period of 15 (fifteen) days, the Promoter at its sole option and without prejudice to any other rights and remedies that it may have against the Purchaser/s in that behalf, be entitled to terminate this Agreement forthwith without any further reference to the Purchaser/s. Upon such termination, the Purchaser/s shall cease to have any right or interest in the said Apartment or any part thereof. This right of the Promoter shall be without prejudice to its other rights under this Agreement, under the said Act, or under any applicable law.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Purchaser/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Purchaser to the Promoter.

14. Upon termination of this Agreement in terms hereof, the Promoter shall be at liberty to dispose of and sell the said Apartment to such person and at such price as the Promoter may in its absolute discretion think fit. As a consequence of the termination of this Agreement, the Promoter shall simultaneously with the execution and/or registration of required documents including any Deed of Cancellation in respect of the said Apartment refund (the Promoter shall not be liable to pay to the Purchaser/s any interest on the amount so refunded) to the Purchaser/s only the amount paid by the Purchaser/s (and not anything more than that) within a period of 30 days of termination subject to the following deductions (a) towards adjustment and recovery of agreed liquidated damages of 1% of the Purchase Price (which is to stand forfeited to the Promoter upon termination of this Agreement); (b) the taxes and outgoings, if any, due and payable by the Purchaser/s in respect of the said Apartment upto the date of termination of this Agreement; (c) processing fee and brokerage paid, if

any etc. in respect of the said Apartment; (d) the amount of interest payable by the Purchaser/s to the Promoter in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid;

15. Without prejudice to its right to terminate this Agreement, the Promoter may in its sole discretion accept from the Purchaser/s payment of the delayed instalment/s of the Purchase Price or any other amounts payable by the Purchaser/s to the Promoter in terms of this Agreement on the Purchaser/s paying to the Promoter interest at 2 above the State Bank of India Highest Marginal cost of lending prevailing on the date on which the amount had become due, from the respective due dates of each such instalment/s or the due date for payment of any other amount payable in terms of this Agreement, until payment and/or realization of such amount in favour of the Promoter, whichever is later.
16. Any payment/s made by the Purchaser/s to the Promoter shall be first appropriated towards interest and the balance, if any, towards the principal sums of the instalments of the said Purchase Price and/or any other outstanding dues. The balance amount(s) due and payable by the Purchaser/s under this Agreement, whether as instalments of Purchase Price or otherwise, shall continue to attract interest as agreed above.
17. The right of the Promoter to receive interest as aforesaid shall not entitle the Purchaser/s to delay the payment of any amounts payable in terms of this Agreement on their respective due dates, nor shall it amount to or be construed as a waiver on the part of the Promoter of any of its rights, remedies and privileges in case of default in payment of any such amounts on their respective due dates in the manner agreed by the Purchaser/s.
18. Notwithstanding anything herein contained or any other communication addressed by the Promoter to the Purchaser/s either prior to or after the execution of this Agreement, the Promoter shall have the first lien and charge on the said Apartment agreed to be purchased by the Purchaser/s,

in respect of any amount due and payable by the Purchaser/s to the Promoter or otherwise under the terms and conditions of this Agreement.

19. Until all amounts including interest, if any, payable and all obligations and terms and conditions agreed to be complied by the Purchaser/s under this Agreement are fully paid and complied with,, the Purchaser/s shall not be entitled to the possession of the said Apartment. Subject to the conditions contained herein, sale and transfer of the said Apartment by the Promoter in favour of the Purchaser/s shall be complete only after the entire Purchase Price and all other amounts payable by the Purchasers in terms of this Agreement are paid in full by the Purchaser/s to the Promoter and possession of the said Apartment is offered by the Promoter to the Purchaser/s on the Purchaser delivering to the Promoter duly filled in , signed and executed all necessary papers for possession as are to be given to various authorities or as are required by the Promoter.
20. The Purchaser/s shall accept the possession of the said Apartment within 15 (Fifteen) days of the Promoter giving written notice to the Purchaser/s intimating that the said Apartment is ready for use and occupation and offering possession of the same to the Purchaser/s by executing necessary indemnities, undertakings and such other documents. Commencing from the expiry of the period of 15 (Fifteen) days from issue of the intimation in writing by the Promoter to the Purchaser/s that the said Apartment is ready for occupation and use, the said Apartment shall be at the risk of the Purchaser/s (irrespective of whether possession of the said Apartment is actually taken by the Purchaser or not) in all respects, including loss or damage arising from the destruction or deterioration, of the said Apartment.
21. The Purchaser/s shall on demand made by the Promoter and on or before the handing over of the possession of the said Apartment, pay to the Promoter the following amounts and applicable taxes including GST etc, thereon in addition to the Purchase Price agreed to be paid by the Purchaser:-

- (a) Rs. 600/- (Rupees Six Hundred only) for share money, application and entrance fee of the said Organisation / organisations or such other additional sum as may be required at that time.
- (b) Rs.40,000/- (Rupees Forty Thousand only) legal charges including formation and registration charges and fees of the said Society/ Organisation/Organizations.
- (c) Rs 23,184/- (Rupees Twenty Three Thousand One Hundred Eighty Four Only) towards 12 months advance for adhoc proportionate share of taxes and other charges/ levies @ Rs.6/- per sq. ft of carpet area of the apartment per month.
- (d) Rs. 30,912/- (Rupees Thirty Thousand Nine Hundred Twelve Only) towards 12 months advance monthly adhoc maintenance @ 8/- per square feet carpet area of the apartment per month.
- (e) Rs.10,000/- (Rupees Ten Thousand only) towards installation or connection of water, electric and sewer services.
- (f) Rs.10,000/- (Rupees Ten Thousand only) Deposits of electric sub-station provided in Layout.

As regards the amounts collected under clauses 21 (b), (e) and (f) above, the Promoter shall not be liable to render any account of the amount collected and/or spent.

- 22. In respect of the infrastructure/common facilities, the Promoter or its nominated agency shall commence issuance of the invoice of monthly maintenance charges which shall commence on expiry of 12 months from the date of offering possession of the said Apartment i.e. at the end of 12 months of advance monthly maintenance as per the prevailing rates of men and material for rendering of the maintenance services, which shall be subject to revision on monthly/quarterly/yearly basis.
- 23. The Purchaser/s shall from the date the of receipt of the Part Occupation Certificate/ Occupation Certificate in respect of the said Apartment by the Promoter and the Promoter offering possession of the said Apartment to the Purchaser/s, irrespective of the fact as to whether the Purchaser/s took

actual/physical possession of the said Apartment or not, be liable to bear and pay the outgoing or as the case may be proportionate share of outgoings in respect of the said Apartment, the said Wings, the said Building, the said Property, said Larger Property and the said common areas and facilities and amenities and limited common areas and facilities and amenities therein, including but not limited to annual lease rent, ground rent, development charges, taxes like GST etc, levies, rates, duties, assessments, premiums, impositions, charges, penalties, transfer charges, betterment charges or other levies imposed by the Corporation / concerned local authorities/ tax authorities and/or the Government (prospective and /or retrospective charges), and also all outgoings with respect to water charges (including that for supply by water tankers and/or by boring), insurance, common electricity bills, sinking fund, repairs, common staircase, lifts, sanitation, firefighting equipment, close circuit TV, repairs and salaries of clerks, bill collectors, watch and ward, liftman, security, sweepers, accounting charges and other personnel and all other expenses necessary and incidental to the management and maintenance of the said Project and the said Building/said Wing/s as also the common services, internal roads, lights and other conveniences and utilities as will be available in common for the Purchaser/s. Until the said Organisation is formed and the management of the said Wing/s is transferred to it, the Purchaser/s shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter. The decision of the Promoter and/or its nominated agency, as applicable, with regard to payment of any of the amounts mentioned herein, and the share and contribution payable by the Purchaser/s, shall be final and binding on the Purchaser/s. The Purchaser/s further agrees that until the outgoings required to be paid as stated hereinabove by the Purchaser/s is determined, the Purchaser/s shall pay to the Promoter such provisional monthly contribution of Rs. 4,508/- (Rupees Four Thousand Five Hundred Eight Only) per month or such other sum of money as may be fixed by the Promoter from time to time taking in to consideration the facts and

circumstances of the case at the relevant point of time. The amounts so paid by the Purchaser/s to the Promoter shall not carry any interest. Upon such conveyance / lease of the said Building/Property respectively being executed, the balance amounts, if any, in respect of the said common areas and facilities and amenities and the said infrastructure/common facilities shall be paid over by the Promoter to the said Organisation (defined herein) of the said Wing/s or the Apex/ Federal Organisation/s (defined herein). The Purchaser/s undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on or before 7th day of each month and shall not withhold the same for any reason whatsoever.

24. The Promoter shall maintain a separate consolidated account of all the sums as advance or deposits collected on account of the share money, entrance fees, adhoc maintenance, proportionate share of taxes, legal and other charges from all the buyers of various premises in the said Wing/s or Building and of all deposits paid and expenses incurred therefrom. The Promoter shall not be liable to render any individual account of the amounts collected or disbursements made in respect of each separate premises notwithstanding any excess/ deficit collection from any particular buyer of the Apartment in respect of his/her/ their Apartment. In the event, any shortfall arises, then the Purchaser/s and/or the said Organisation and/or the Apex/ Federal Organisation/s, as applicable, shall be individually and collectively liable to pay to the Promoter such amount as may be determined by the Promoter at their sole discretion. At the time of registration of lease or conveyance or any document or instrument of transfer of the said Wing/s (except the basement, podium and appropriate common amenities), the Purchaser(s) shall pay to the Promoter, the Purchaser(s)'s share of stamp duty and registration charges payable, by the said Organization on such lease or conveyance or any document or instrument of transfer in respect of the said Wing/s. At the time of registration of conveyance or any document or instrument of transfer of the

said Property or said Larger Property or Part of the land in the said entire project consisting of said Property or said Larger Property including basement, podium and appropriate common amenities, the Purchaser(s) shall pay to the Promoter, the Purchaser(s)'s share of stamp duty and registration charges payable by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Property or said Larger Property and land to be executed in favour of the Apex Body or Federation.

25. The Purchaser/s also agree that if due to any notifications, ordinances, enactments, judicial pronouncements or amendments in the existing laws, or due to any conditions imposed in any permissions /approvals/sanctions given by any statutory and/or any other authorities for development of the said project, any additional infrastructure costs, taxes, levies, GST etc, or any other amounts/cost pertaining or relating to the construction of the said project or sale of the said Apartment are levied and/or payable, and /or payable and /or incurred/to be incurred by the Promoter, prospectively or retrospectively, the same shall be paid by the Purchaser/s on demand made by the Promoter within 7 (seven) days of such demand being made, and the Purchaser/s shall indemnify and keep indemnified the Promoter from and against the payment thereof. The purchasers will also be liable to pay applicable Property Tax of their Apartment as soon as notified by the Promoter.
26. If the Purchaser/s fails or neglects to pay these monthly outgoings in respect of the said Apartment and/or their proportionate share of outgoings in respect of the common facilities and amenities/ limited common areas and facilities and/or the said infrastructure/common facilities for any reason whatsoever, then without prejudice to their right to collect interest at the rate of State Bank of India highest marginal cost of Lending Rate +2% per annum for the delayed payment, the Promoter shall be entitled to other rights and remedies including right to terminate this Agreement. The Promoter shall have first lien and charge on the said Apartment agreed to

be acquired by the Purchaser/s in respect of any amount due and payable by the Purchaser under this Agreement.

27. The Purchaser shall not be liable to bear the outgoings as aforesaid in any way in respect of the unsold Apartments/premises. The Promoter shall bear only the Municipal assessment of Property Tax levied by local authority if any payable but shall not be required to pay other, outgoings including maintenance, lift, water-pump, security, common lighting, repairs etc.
28. It is hereby expressly agreed by and between the parties hereto that - (a) The Promoter will be entitled, if they so desire, to amalgamate the said Property with any one or more of the adjoining or nearby properties and to utilize the development potential, thereof whether as FSI or TDR or by whatever name called, inter alia, on the said Property and also to sub-divide such amalgamated property and to submit or amend the said Building/s plans and/or layout plans as may be permitted by the concerned authority or required by the Slum Rehabilitation Authority and the other concerned authorities. (b) The Purchaser/s acknowledges and agrees that he / she / it is/are and shall be entitled to the said Apartment only as herein provided. (c) The Purchaser(s) hereby irrevocably agrees and gives its express consent to the Promoter for carrying out amendments, alternations, modifications, and/or variations in the layout plan / sanctioned plan of the said Wing and/or Building and/or Wings in the Building for the aforesaid purpose or such other purpose as may be deemed fit by them or as is required by Slum Rehabilitation Authority. The consent herein shall be considered to be the Purchaser's irrevocable consent. The Purchaser/s shall not raise any objection or cause any hindrance in the development/construction by the Promoter on any ground including but not limited to of noise or air pollution, inconvenience, annoyance or otherwise or on the ground that light and air and/or ventilation to the said Apartment or any other part of the said Building are affected, reduced or denied. The Purchaser/s hereby agree to give all the facilities and assistance that the

Promoter may require from time to time so as to enable the Promoter to complete the development of the said Property in the manner that may be determined by the Promoter. It is expressly agreed by the parties hereto, that the Promoter is and will solely be entitled to sell and transfer on Ownership basis or otherwise and for its own benefit, the additional apartments that may be constructed by it as aforesaid. (d) Except in respect of the said Apartment hereby agreed to be acquired by the Purchaser/s, the Purchaser/s shall have no claim whatsoever in any other apartments, terraces or car parking spaces in the said Building or the said Property or any part thereof. It is further expressly agreed and understood by and between the Parties hereto that save and except the said Apartment and the right to use and enjoy Common areas and facilities and the Limited Common areas and facilities, the Purchaser/s shall have no claim of any nature whatsoever to any other portion of the said Property or the said Building including the Common areas and facilities or the Limited Common areas and facilities or the said infrastructure/ common areas and facilities (except to the extent as provided in this Agreement) or any part thereof and all open spaces and un-allotted apartments and other spaces in the said Property and in the said Building will remain the property of the Promoter until the whole of the said Property and the said Building is transferred to the said Organisation or the Apex/ Federal Organisation/s, as the case may be, that may be formed subject to the rights of the Promoters under this Agreement. (e) The Promoter has informed the Purchaser/s and the Purchaser/s is aware that, the Promoter may submit further plans, revised plans with respect to the said Building including the said Wing/s modifying and/or altering the sanctioned plans/ layout, as the case may be. The effect of such modified and/or altered plans may be that the said Building including the said Wing/s will consist of certain additional Levels over and above existing Levels or additional wings or additional buildings as mentioned hereinabove proposed to be constructed as per the sanctioned plans or they may be modification in the building plan or the layout provided that, by reason of such amendments, alteration,

modifications and/or variations, the area and location of the said Apartment agreed to be purchased by the Purchaser/s will not be reduced/ changed. The Purchaser/s hereby expressly consents to such additional construction of upper Levels and/or additional buildings and/or additional wings and/or variations/changes in the Wing/Building and agrees not to object or raise any dispute or contention whatsoever in future to the construction of such additional Levels and/or additional buildings and/or additional wings and shall not be entitled to seek any benefit or concession including for any reduction in the Purchase Price and/or any of the amounts to be paid by the Purchaser/s under this Agreement and/or claim compensation or damages on any account whatsoever and/or shall not be entitled to claim any right of any nature whatsoever on such additional Levels and/or additional building and/or additional wings.

29. It is understood and agreed by and between the Parties hereto as under:
- (a) that any terrace areas or open spaces whether on the top level of the said Building or on any other part of the said Building or the said Property shall always belong exclusively to the Promoter or allottees thereof and are intended for exclusive use of the Promoter or the allottees of respective terrace. (b) The Promoter shall also be entitled to allot the exclusive use of same and/or otherwise dispose of the same at their sole discretion. The Purchaser/s shall not be entitled to raise any objection of whatsoever kind or nature in respect of the use of such terrace or open spaces by the allottees of such terrace nor entitled to use the same. The Purchaser/s or allottees of such terrace shall be exclusively entitled to the use of the terrace or open space sold and/or allotted to them. (c) However, in the event of any water storage tank or the lift room or lift machinery is situate in any of the above mentioned terraces, where the exclusive use and enjoyment of such terrace is given to any party or the path of access to the overhead water tank or lift machine room is through the premises adjoining the said terrace etc. then the said Organisation shall have a right of access through such terrace to the overhead water tank, lift-room, etc. and for their

check-up and upkeep maintenance and for carrying out repairs to the overhead water tank or lift machine room at reasonable times and/or during such time as may be usually agreed upon by and between the buyers of such premises and the said Organisation. For any use of the terrace by the Promoter, no payment shall be due to the Purchaser or the said Organisation.

30. All unsold units, open/ covered garages, car parking spaces, open space, podium, space under and over the podium, basement space under stilt and other premises and spaces in the said Wing/s and/or the said Building which are proposed presently and/or which may be proposed in future shall belong to and owned by the Promoter and/or their nominees only and they will have sole and exclusive rights and authority to allot, alienate or dispose off the same on such terms and conditions as they may like to any party and receive and appropriate the consideration received thereof and the Purchaser/s will have no objection to the same and the Purchaser/s do hereby consent to what is stated above and the Purchaser/s agree and undertake not to claim any abatement in the price or concession or rebate or compensation or damages.
31. The Promoter intends to and may retain for themselves the remaining apartments in the said Wing/s and/or the said Building and/or any other buildings to be constructed in the said Project and may not sell to others and may let/lease out or give on leave and license basis, some or even substantial number of apartments in the said Wing/s and/ or the said Building or buildings, as the case may be. The Promoter shall not be liable to pay non occupancy charges thereof to the said Organisation and/or any other organisation/s;
32. The Promoter propose to avail of financial assistance from banks, institutions and other persons, inter alia, against security of the right of the Promoter with respect to the said Property and/or construction thereon. It is hereby expressly agreed, clarified and understood that so long as it does

not prejudice the rights created in favour of the Purchaser/s under this Agreement in respect of the said Apartment, the Promoter shall be absolutely, irrevocably and unconditionally entitled to and have the right to create charges or liens on, encumber, mortgage, sell, assign, transfer, dispose of, or otherwise deal with in any manner howsoever all or any of their rights, benefits, interest, privileges, and/or claims including development rights in respect of the said Property or construction thereon of any part or parts thereof, without any notice to the Purchaser/s and the Purchaser/s have given and granted their specific, full, free, unqualified and irrevocable consent to the Promoters to do so. As part of such arrangement by the Promoter all or any of the responsibilities and/or obligations of the Promoter may be shifted or transferred to any other person or persons. All such arrangements by the Promoter shall be binding on the Purchaser/s. The Promoter undertake to clear the aforesaid encumbrances, if any, prior to the execution and registration of the Lease Deed/Conveyance Deed and the Promoter shall indemnify and keep the Purchaser/s fully indemnified against all claims of any nature whatsoever that may be made against the Purchasers by virtue of any encumbrances created as aforesaid. The Promoter agrees that the Purchaser/s shall be entitled to raise necessary finance/ housing loan and to avail such loan on the security of the said Apartment. However, it will be the sole responsibility of the Purchaser/s to repay the said loan and the Purchaser/s hereby undertake to indemnify and keep indemnified and harmless the Promoters from any claim or demand, loss arising from the same.

33. The Promoter reserves to themselves and to others authorized by them, the unfettered right to the full, free and complete right of way and means of access over, along and under all the accesses and the common right of way to the said Property and the said Building including the said Wing/s at all times, by day and night, for all purposes, with or without carts, carriages, motor cars, motor cycles, wagons and other vehicles of all descriptions, loaded or empty, and with or without vehicles, horses and other animals

and also to lay and connect drains, pipes, cables and other amenities in the said Property or said Larger Property in such manner as the Promoter may deem fit and necessary for the full and proper use and enjoyment of the said Property and the said Building including the said Wings and also the right to use in common with the Purchaser of apartments, and other spaces in the said Building, any recreational amenities and/or recreational areas which may be provided by the Promoter in respect of the said Wings and/or the said Property, whether before or after the transfer of the said Property and said Wings to the said Organisation or the Apex/ Federal Organization/s;

34. Without prejudice to the generality of the above, the Promoter will be entitled to give right of way over the open space in the compound/podium in the said Wing/s to the occupants of the other wings and buildings over the said Property or said Larger Property and the Purchaser(s) and all other Purchaser(s) and the said Organisation when formed hereby agree and consent to the same and will raise no objection thereto and the transfer of the said Wing/said Building to the said Organisation will be subject to the said right of way.
35. The Promoter shall be entitled to put or allow to put up an electric substation/receiving station on the said Property or on the said Larger Property at such place as they may decide and take the benefit thereof for the buildings constructed on other plots of land which they or persons claiming through them shall develop in the neighbourhood and vicinity or give benefit thereof to other persons or occupants in the neighbourhood and give the authorities sub-leases of the sub-plots on which such sub-station/receiving station is erected, in such terms and conditions as the Promoter may decide.
36. Subject to the rights of the Purchaser/s to the said Apartment under this Agreement, the Purchaser/s agree and unconditionally consent that the Promoter or any of them shall have the right to transfer the development

rights in the said Property or any portion thereof and/or the said Building including the said Wing/the said Building in whole or in parts to any other entity such as any partnership firm, Organisation whether incorporated or not, association or agency by way of sale, disposal or any other arrangement as may be decided by the Promoter in its sole discretion without any intimation written or otherwise to the Purchaser/s and the Purchaser/s agree not to raise any objection in this regard.

37. Until all the obligations of the Purchaser(s) under this Agreement has been complied with and/or all payments payable under this Agreement have been paid by the Purchaser/s, and until the Promoter have executed lease/conveyance of the said Building/the said Wing/s in favour of the said Organisation and/or said Organisation/s, the Purchaser/s agree that as and when they decide to sell their said Apartment (or shares in the event a co-operative society/ company is formed), then in that event, the Purchaser shall first offer the same to the Promoter to purchase said Apartment at a price mutually agreed between them. In the event of the Promoter refusing/ being unable to purchase the said Apartment from the Purchaser(s), the Purchaser(s) shall be entitled to sell the same to any third party at a price not less than the price at which the said Apartment was offered to be purchased by the Promoter. The Promoter may at its discretion permit such transfer, sale on such terms and conditions and subject to the payment of transfer charges of Rs. 50,000/- (Rupees Fifty Thousand Only), till the time actual possession of the said Apartment is handed over.
38. The Purchaser has been informed by the Promoters that within the sanctioned layout and the proposed common layout various Buildings are being or will be developed and constructed in a phase-wise manner. There are certain common areas and facilities, which may be constructed by the Promoter for the exclusive use and benefit of the purchasers of the Apartment/premises in the other building/wing. The Purchasers hereby agree that save and except the right to use the Common areas and facilities in the said Building/Wing as set out in the Second Schedule

hereunder written, the Purchaser/s shall have no right/ title and/or interest or benefit or any right to use in respect of any other common areas and facilities and/or any amenities to be provided by the Promoters for the exclusive of the purchasers of the Apartment/premises in the other Wings or Buildings and/or any other persons. Without prejudice to the generality of the above, the common areas, facilities and the common amenities which may be constructed by the Promoter on the said Property/ said Larger Property as per sanctioned layout shall be subject to terms of the sanction and the rules and regulations framed by the promoters for the use and sharing with one or more Co-operative Society(ies) or Association(s) of Apartment Owners or a Limited Company(ies) or Apex/ Federal Organisation as the case may be that may be formed within sanctioned layout and/or proposed common layout.

39. The facility to use and enjoy the common service amenities and other amenities shall be subject to the rules and regulations (including but not limited to matters pertaining to its management, maintenance, usage fees and other charges), as shall be framed by the Promoter, and the Purchaser shall abide by the same. The Promoter has reserved unto themselves and their successors-in-title, the right to the use and enjoyment of the common recreational amenities and/or recreational areas including the said infrastructure/common facilities and/or the common areas and facilities and amenities at all times hereafter;
40. The Purchaser/s acknowledge that till the transfer of the said Property/ said Larger Property and the said Wings (except the basement, podium and appropriate common amenities) to the said Apex/Federal Organisation and/or Organisations, as the case may be, the Promoter reserve their right to appoint an agency for the provision of maintenance of the said Project and/or the common areas and facilities and the limited common areas and facilities to be provided to the purchasers of the Apartments in the said Wings and/or the said Building and/or the Project including the said infrastructure/common facilities and/or any recreational facilities by having

such arrangements/agreements with the said Organisation and/or the Apex/ Federal Organisation/s as the Promoter may deem appropriate. It shall be the sole discretion of the Promoter to maintain and provide facilities or assign or appoint agency in that behalf.

41. The Purchaser/s expressly agree and undertake to execute a Facility Management Agreement or any other deed, document or writing as requested for by the Promoter or any of them or any of their nominees for providing such services and the Purchaser/s shall not object to payment of fees for provision of services as aforesaid.
42. The use and enjoyment of the common service amenities and other amenities including the said infrastructure/common facilities shall be mutatis mutandis to the ownership of the said Apartment by the Purchaser/s and his/her/its bona fide family members to the end and intent that:
 - i. As and when the said Apartment is sold or transferred, the use and enjoyment of the common service amenities and other amenities including the said infrastructure/common facilities shall automatically stand transferred to the new purchaser(s) of the said Apartment and the Purchaser's rights to the access, usage and enjoyment of the common service amenities and other amenities including the said infrastructure/common facilities shall automatically stand extinguished;
 - ii. The Purchaser(s) shall not be entitled to a separate or segregate or retain for himself the use and enjoyment of the common service amenities and other amenities including the said infrastructure/common facilities and/or decline or refuse to transfer to the new purchaser the benefit thereof along with the sale and transfer of the said Apartment to such purchaser;
43. The Purchaser/s agree and undertake that the said Apartment will not be occupied by the Purchaser/s or any person or persons till the occupation

certificate in respect of the said Apartment is obtained by the Promoter and copy furnished/ or intimated to the Purchaser/s.

44. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned planning authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Purchaser/s, obtain from the concerned planning authority occupancy and/or completion certificates in respect of the Apartment.
45. Unless prevented by force majeure event/s, the Promoter will hand over possession of the said Apartment to the Purchaser/s on or before 28th February 2021 from the date hereof excluding a grace period of nine (9) months (Nine Months) or such further period as may be agreed between the parties, subject to the Purchaser/s making timely payments of the instalments towards the Purchase Price for the ultimate sale of the said Apartment as mentioned hereinabove and the Purchaser/s duly observing all the terms and conditions, contained herein. Provided that the Promoter shall be entitled to a reasonable extension of time for giving delivery of said Apartment on the aforesaid date, if the completion of Building in which the said Apartment are situated is delayed on account of:- (a) non-availability of steel, cement, other Building material or labour at market competitive prices; and/or (b) non-availability / shortage of water or electric supply; and/or (c) war, civil commotion, strikes of workmen or labourers or other persons, transport strike, terrorist attack or an act of God, irresistible force or reasons beyond the control of or unforeseen by Promoter; and/or (d) any legislation, notice, order, rule, circular, notification of the Government and/or other public or other competent authority or court or injunction or stay or prohibitory orders or directions passed by any court, tribunal, body or authority; and/or (e) delay in obtaining any permission, approval, NOC, sanction and/or Building Part Occupation Certificate/ Occupation Certificate and/or completion certificate by the concerned authorities; and/or (f) delay in securing necessary permissions or completion / occupancy certificate

from the competent authorities or water, electricity, drainage and sewerage connections from the appropriate authorities, for reasons beyond the control of the Promoter; and/or (g) force majeure or any other reason (not limited to the reasons mentioned above) beyond the control of or unforeseen by the Promoter, which may prevent, restrict, interrupt or interfere with or delay the construction of the Building including the said Apartment; and/or (h) other force majeure and vis major circumstances or conditions including but not limited to the inability to procure or general shortage of power, fuel, labour, equipment, facilities, materials or supplies, failure of transportation, strikes, lock outs, action of labour unions or other causes beyond the control of or unforeseen by the Promoter or their agents; and/or (i) any other forces or reasons beyond the control of the Promoter.

46. For the purpose of this Agreement this expression “force majeure” shall include any 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 or act of God or calamity or changes in law, regulations, rules or orders issued by any Court or Government authorities or shortage of construction material and supply of water or any acts, events, restrictions beyond the reasonable control of the Promoter.
47. Upon possession of the said Apartment being delivered to the Purchaser/s he/she/it/they shall have no claim against the Promoter in respect of any item of work in the said Apartment, which has been carried out or completed. If within a period of five years from the date of handing over the Apartment to the Purchaser(s), the Purchaser(s) brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment is situated or any defects on account of workmanship, then, wherever possible such defects shall be rectified by the Promoter at his own cost.

48. The Purchaser/s shall check up all the fixtures and fittings in the said Apartment before taking possession of the same. At the time of taking possession of the said Apartment, the Purchaser/s shall bring to the attention of the Promoter any defects in completion of the said Apartment, in absence whereof, the Promoter shall be deemed to have presumed that the Purchaser(s) is fully satisfied with the completion of the said Apartment in all respects as being in accordance with the terms, conditions and stipulations of this Agreement for Sale and acknowledged the same in writing to the Promoter. Thereafter, the Purchaser/s shall have no claim against the Promoter in respect of any item of work in the said Apartment or in the said Wings or the said Building or on the said Property which may be alleged not have been carried out and/or completed and/or being not in accordance with the plans, specification as specified in this Agreement and/or otherwise howsoever in relation thereto.
49. Nothing contained in these presents is intended to be nor shall be construed to be grant, demise or assignment in law of the said Property or the said Building or any part thereof.
50. Subject to the Promoter having received the full Purchase Price in respect of the said Apartment and all other amounts payable by the Purchaser/s in respect of the said Apartment, if the Promoter fails or neglects to offer possession of the said Apartment to the Purchaser(s), other than for reasons beyond their control and/or their agents by the period aforesaid as mentioned hereinbefore or such further extended date as may be mutually agreed upon in writing by and between the parties hereto, the Purchaser/s may at his/her/their discretion, by a notice in writing, terminate this Agreement and in such event, the Promoter shall, be liable to refund to the Purchaser/s the amount of Purchase Consideration already received by them in respect of the said Apartment with simple interest at 2% above the State Bank of India Highest Marginal cost of lending prevailing on the date on which the Promoter has received the aforesaid amounts till the date the

amounts and interest thereon is repaid and the Promoter shall not be liable to pay any compensation or damages or offer any other premises to the Purchaser/s in lieu of the said Apartment herein agreed to be purchased. In the above event, neither party shall have any claim whatsoever against the other in respect of the said Apartment or arising out of this Agreement (including stamp duty and registration charges paid) and the Promoter shall be at liberty to sell and dispose off the said Apartment to any other person at such price and upon such terms and conditions as the Promoter may deem fit. If in the aforesaid event, the Purchaser(s) does not intend to withdraw from the Project, the Purchaser(s) agrees that apart from simple interest at @ 2% above the State Bank of India Highest Marginal cost of lending prevailing then, on all the amounts paid by the Purchaser(s), for every month of delay, till the handing over of the possession, the Promoter will not be liable for and the Purchaser(s) will not be entitled to claim any other compensation or damages from the Promoter.

51. If at any time during construction of the said Wing/s on the said Property the Purchaser/s is able to substantiate that the construction is not in accordance with the Sanctioned Plans then the Promoter shall have the option to either rectify such deviation or refund the amount of Purchase Price till then paid by the Purchaser/s along with simple interest at 2% above the State Bank of India Highest Marginal cost of lending prevailing on the date simultaneously with the execution and/or registration of required documents including any Deed of Cancellation in respect of the said Apartment. In case of Promoter exercising their right to refund the amount of Purchase Price, the Purchaser/s shall execute and register the required documents including any Deed of Cancellation in respect of the said Apartment. In the given circumstances, the Purchaser/s shall have no claim against the Promoter other than what is provided herein. The Apartment Purchaser shall attend the office of the concerned Sub Registrar to admit execution of Deed of Cancellation.

52. The Purchaser/s himself and with intention to bring all persons into whosoever hands the said Apartment may come, doth hereby covenant with the Promoter as follows:
- a. To use the said Apartment only for residential purpose and not permit the use as office / showroom/ shop/ godown or for carrying on any industry or business;
 - b. Not to enclose and/ or misuse the terrace at any time and keep indemnified the Promoter from any action, cost, charges and expenses that may be caused or suffered by the Promoter due to any action initiated by any person or authority for such enclosure or misuse of the terrace.
 - c. To maintain the said Apartment at the Purchaser's own cost in good inhabitable/tenantable repair and condition from the date possession of the same is offered by the Promoter to the Purchaser and shall not do or suffered to be done anything in or to the said Wings in which the said Apartment is situated, staircase or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the said Wing/s in which the said Apartment is situated and the said Apartment itself or any part thereof.
 - d. Not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Wing/s in which the said Apartment is situated or storing of goods which is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to the upper Levels which may damage or likely to damage the staircases, common passages or any other structure of the said Wings in which the said Apartment is situated, including entrances of the said Wings and in case any damage is caused to the said Wings in which the said Apartment is situated or the said Apartment 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.

- e. To carry out at his own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Promoter to the Purchaser/s and not do or suffer to be done anything in or to the said Wings in which the said Apartment is situated which may be contrary to the rules and regulations and bye-laws of the Society or public authority. 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 MCGM and/or other public authority.
- f. Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the Building in which the said Apartment is situated and shall keep the portion, sewers, drain pipes in the said Apartment and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Building in which the said Apartment is situated and shall not chisel or in any manner damage the columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Apartment without the prior written permission of the Promoter and/or the said Organisation and MCGM.
- g. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property or the said Larger Property and the said Wing/s in which the said Apartment is situated or whereby any increased premium shall become payable in respect of the insurance.
- h. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or

any portion of the said Property, said Larger Property and the said Wing/s in which the said Apartment is situate.

- i. Not to use the refuge areas and/or passages in the said Wings for any purpose whatsoever as the same is provided as a refuge area in case of fire.
- j. To conform to the terms and conditions of the NOC issued by the Chief Fire Officer in respect of the refuge areas of the said Wings.
- k. Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, of the amounts due and payable in terms of this Agreement.
- l. Not to transfer or assign the interest in or benefit of this Agreement and/or not to let, grant licence of the said Apartment until all the dues payable by the Purchaser to the Promoter under this Agreement are fully paid up and even after such payment, only if the Purchaser has not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has obtained the Promoter's prior consent in writing to the same till the formation of the said Organisation.
- m. After the possession of the said Apartment is handed over by the Promoter to the Purchaser and until the lease /conveyance of the said Wing/s Building/s is made to the Organisation/s or the said Organisation, as applicable, to permit the Promoter and their surveyors and agents with or without workmen and others, at all reasonable times, to enter into upon the said Apartment or any part thereof or the said Property and the Larger Property as the case may be to view and examine the state and condition thereof and to make good, the defects, decay and repair and also for the purpose of laying, maintaining, repairing and testing drainage and water pipe and electric wires and cables and for similar other purposes contemplated by this Agreement.
- n. To sign all the necessary applications, papers, documents and do all acts, deeds and things as the Promoter may require of him/them

in order to become a member of the said Organisation of apartment holders to be formed as aforesaid.

- o. To abide by the terms and conditions attached to the various sanctions/ permissions/ N.O.C./ Orders set out in the Recitals herein above and not to do any act, deed or thing in violation thereof.
- p. Not to claim any right or interest in the top terraces of the Building or any portion thereof save and except the right of access, for the purpose of inspection, repairs and maintenance of the common utilities and services located on such top terrace.
- q. To abide by the terms, conditions and stipulations/Regulations as may be prescribed or made applicable by the Promoter or Government of Maharashtra, or any statutory/public body or planning authority in respect of the said Property/ said Larger Property and/or building/premises standing thereon.
- r. To observe and perform all the rules and regulations which the said Organisation and/or the Apex/ Federal Organisation/s may adopt 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 Wings and the said Apartment therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of MCGM and of the Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the said Organisation and/or the Apex/ Federal Organisation/s regarding the occupation and use of the said Apartment in the said Wings and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement. The Purchaser/s agree that the aforesaid amount to be collected from the Purchaser/s shall be collected and paid on an adhoc basis till all the Apartments in the said Wings are sold and the quantum of taxes for each Apartment is determined.

- s. Without obtaining requisite permission not to alter or affix grills from outside the windows or at any place which affects the structure, façade and/or elevation of the said Wings in any manner whatsoever.
- t. Not to put up or install box grills outside the windows of the said Apartment for the purpose of installing the air conditioners or otherwise or in any other manner do any other act which would in the opinion of the Promoter or the said Organisation and/or Apex/ Federal Organisation/s, as the case may be, affect or detract from the uniformity and aesthetics of the exterior of the building.
- u. To maintain the external elevation of the said Wings in the same form as constructed by the Promoter and shall not in any manner whatsoever and not to put up, under any circumstances, any construction or enclose the project elevation which have been permitted (approved) free of FSI, in the plans already approved by Slum Rehabilitation Authority.
- v. To sign from time to time, all papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time, for safeguarding the interests of the Promoter and of the purchasers of the other apartments in the said Wings and/or the said Building and/or any other building/s in the said Project.
- w. Not to at any time demand partition of the Purchaser's interest in the said Apartment;
- x. Not to cover or enclose in any manner whatsoever, the terrace/s, the open balcony/ies, verandah, car parking space/s or other open spaces forming a part or appurtenant to the said Apartment in the said Wings, without the prior written permission of the Promoter and/or said Organisation and/or Apex/ Federal Organisation/s and concerned authorities.
- y. Not to hang clothes, garments or any other things from the windows, grills, balcony/ies, terrace/s appurtenant to the said Apartment.

- z. To pay all the additional taxes, lease rent, lease renewal fees, etc. that may be levied by the Promoter or the concerned authorities.
 - aa. To pay all the amounts payable under this Agreement, as and when they become due and payable, time being the essence of this Agreement. Further the Promoter is not bound to give any reminder notice regarding such payment and the failure thereof, shall not be a plea or an excuse for non-payment of any amount or amounts on their respective due dates.
 - bb. To pay any amount/s required to be paid by the Promoter as agreed under this Agreement and to observe and perform the covenants and conditions except so far as the same ought to be observed by the Promoter.
 - cc. Not do or permit to be done any act or thing which may render void or voidable any insurance of the Building / said Property or any part thereof, or whereby, or by reasons whereof, increased premium shall become payable.
 - dd. Not to store any goods and or keep shoe rack in the common passage outside the Apartment or on the staircase or mid-landing or any common areas.
53. The Promoter hereby represents and warrants to the Purchaser(s) as follows:
- i. The Promoter has clear and marketable title with respect to the said Property; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said Property and also has actual, physical and legal possession of the said Property for the implementation of the Project;
 - ii. The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

- iii. As on date, there are no encumbrances upon the said Property or the Project except those disclosed in the title report and the same is subject to Promoter's right reserved in this Agreement;
- iv. There are no litigations pending before any court of law with respect to the said Property except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Property and said building/wings 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 Project, the said Property and the said building/wings shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, the said Property, Building/wings and common areas;
- 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, including the Project and said Apartment which will, in any manner, affect the rights of the Purchaser(s) under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever to sell the said Apartment to the Purchaser(s) in the manner contemplated in this Agreement;
- ix. The Promoter has duly paid and discharged undisputed government dues, rates, charges and taxes and other monies, levies, imposition, premium, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities;

- 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 title report.
 - xi. That the sample flat if any, constructed by the Promoters and all furniture, items, electronic goods, amenities etc. provided therein are only for the purposes of show casing the premises, and the Promoters are 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 Promoters under this Agreement.
54. The Purchaser/s are aware that the said Property/ said Larger Property on which the said wing/s are being constructed/ will be constructed forms a part of the area in the said entire project proposed to be developed by the Promoter and it is comprising of various buildings. The Promoter shall be entitled to form and register a Organisation separately for each wing in the said Building. In view of the said entire area being a large area in the said entire project, the individual Organisation in the said Property and said Larger Property shall not be entitled to have custody or possession of any title deeds as they will be common or inter related. The title deeds shall always remain with the Promoter and/or with such Organisation or the Apex/ Federal Organisation as the Promoter may find deem fit. The individual Body Corporate may however be entitled to a covenant for production of title deeds from the Promoter or the Organisation or the Apex/ Federal Organisation whoever is in possession of the original of the title deeds and the true copies of the title deeds that are in possession of the Promoter and the cost and expense thereof will be borne and paid by the Organisation requiring it.

55. The Promoter has informed the Purchaser/s and the Purchaser/s are aware and hereby expressly agree that the Promoter will be developing the said Property/ said Larger Property and the Building/s to be constructed thereon including the said Wing/s in different phases, as per the phase development programme to be determined by the Promoter in their absolute discretion from time to time. The Purchaser/s shall not raise any objection or cause any hindrance in the said development/construction by the Promoter whether on grounds of noise or air pollution inconvenience, annoyance or otherwise or on the ground that light and/or air and/or ventilation to the said Apartment or any part of the said Wings are adversely affected or likely to be affected by such construction.
56. The Promoter has brought to the notice of the Purchaser/s and the Purchaser/s are aware that the land in the said entire project and/or the said Larger Property may be notionally divided by the Promoter into various smaller plots for the effective development of the same consisting of various buildings and different schemes of the layout. The Purchaser/s are also aware that the \Promoter shall be consuming the full development potential in the form of FSI available at present as well as in future in relation of the Land on which said Wing/s are being constructed as well as the total area of the said Property/ said Larger Property /land in the said entire project on the basis of single and/or more layout as may be approved. It has also been brought to the notice of the Purchaser/s that the FSI consumed in the said Wing/s has no relation with the area of the plot on which the said Wing/s are constructed.
57. The Promoter has disclosed the FSI available in respect of the said Property and no part of the said FSI has been utilized by the Promoter elsewhere for any purpose whatsoever. In case the said FSI has been utilized by the Promoter elsewhere, then the Promoter shall furnish to the Purchaser/s all the detailed particulars in respect of such utilization of the said FSI by them. In case while developing the said Property, the Promoter has utilized any FSI of any other land or property by way of floating FSI,

then the particulars of such FSI shall be disclosed by the Promoter to the Purchaser/s.

58. The Promoter intends to form a separate Organisation of the said wing/s in the said Building and any other buildings to be constructed in the entire Project. The Promoter also intend that one or more Apex/Federal Society/Organisation/ Association of all such separate Organisation/societies will be formed which will look after, manage, maintain and conduct all the affairs of common areas, common roads, common service lines including drainage, gas, electric water pipe lines, cable and other service lines, common amenities, common garden in the said entire project. The Purchaser/s herein and the said Organisation agree to become members of such Apex/Federal Organisation and bear and pay their proportionate contribution / charges to such Apex/ Federal Organisation as may be levied by it from time to time and abide by its bye-laws, rules & regulations until such Organisation is formed and management is handed over to it such payments will be paid to the Promoter. The Purchaser/s along with other buyers of apartments in the said Wing/s shall, join in formation and registration of a Co-operative Society or a Limited Company or an Association of Apartment Owners or other body corporate as the case may be (herein referred to as "the said Organisation"). The Purchaser/s also agree from time to time to sign and execute the applications for registration and/or membership and other papers and documents necessary for the formation and the registration of the said Organisation and for becoming a member, including the bye-laws of the proposed said Organisation and return to the Promoter within 7 days of the same being forwarded by the Promoter to the Purchaser/s, so as to enable the Promoter to register the said Organisation 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 Articles of Association as may be required by the Registrar of Co-operative

societies or the Registrar of Companies as the case may be or any other Competent Authority or as may be deemed fit by the Promoter.

59. In the event of the Organisation being formed and registered before the sale and disposal by the Promoter of all the apartments and other premises in the said Wings, the power and authority of the said Organisation shall always be subject to the overall authority and control of the Promoter in respect of any of the matters concerning the said Wings, the construction of additional Levels thereon and all amenities pertaining to the same and in particular the Promoter has the absolute authority and control as regards all the unsold apartments and other premises in the said Wings and the disposal thereof. The Promoter shall be liable to pay the municipal taxes at actual only in respect of the unsold apartments and other premises. In such case, the Promoter shall join in as the member in respect of such unsold apartments and premises and as and when such apartments and premises are sold to the persons of the Promoter's choice, the said Organisation shall be bound to admit such Purchasers as members without charging any premium or other extra payment or transfer charges.
60. The Promoter shall in accordance with the applicable law and as per the practice which may be followed by Slum Rehabilitation Authority would or cause to lease or convey or transfer only the built-up area of the said Wing or Wings (except the basement, podium and appropriate common amenities) to the said Organization formed of the individual Wing or Wings, which shall not be later than 3 (Three) months from the date of receipt of Occupation Certificate and handing over of all the Apartments in the Wing/s to respective purchasers of the Apartments in the Wing/s. The Promoter shall subject to the terms of the slum rehabilitation scheme and other applicable Rules and Regulation, but only after all Apartments (including Car Parking/other Spaces) in the buildings and in the Project are sold/ allotted and after full development of the said entire Project comprising of various buildings are completed by utilising the full F.S.I. of the said entire project and after fully utilising increased F.S.I. available due

to any change in the Development Control Rules or by way of amalgamation / Sub-Division with adjoining properties and/or having fully utilised the T.D.R. which may be obtained by the Promoter and/or after having fully utilised any F.S.I. available for development and/or construction on the said entire project, or due to amendment of D.C. Regulations or any other Act, Rules or Regulations or as incentive under any Scheme that may be formulated/floated by the Central/State Government or Municipal Corporation or any other authority or otherwise howsoever or after 18 months from the date when the Apex Body of the Organisations is formed whichever is later, but only after receipt by the Promoter of the full consideration or price of all Apartments and all other dues receivable in terms of the Agreement or otherwise at law from all buyers, in accordance with the applicable law and as per the practice that may be followed by Slum Rehabilitation Authority would or cause to lease or convey or transfer to a single or more such said Apex /Federal Organisation, all the right, title and interest by obtaining or executing the necessary Lease/s of Conveyance/s of the land alongwith appropriate common amenities, basement and Podium if any in whole or in part in the said entire project as may be thought fit at the relevant point of time in the circumstances of the case. All documents necessary for the formation and registration of the said Organisation and to lease or cause to lease or convey or transfer only the built-up area of the said Wing or Wings (except the basement and podium) to the said Organization formed of the individual Wing or Wings and also of obtaining or executing the necessary Lease/s of Conveyance/s of the land to a single or more such said Apex /Federal Organisation shall be prepared by Advocates & Solicitors of the Promoter. All costs, charges and expenses, including stamp duty and registration charges, in connection with the preparation, stamping and execution of such documents shall be borne and paid in proportion by all the Purchasers of the said Wings and or the Building/s..

61. The Promoter may opt (but shall not be bound) to become and continue to be the member of the said Organisation and/or the Apex/ Federal Organisation in respect of their right and benefits conferred/ reserved herein or otherwise entitled to in whatsoever manner. If the Promoter transfer assign and/or dispose off such rights and benefits at any time to anybody, the assignee, transferee and/or the buyers thereof, shall if necessary become the members of the said Organisation and/or the Apex/Federal Organisation in respect of the said rights and benefits. The Purchasers herein and the said Organisation and the Apex/Federal Organisation, as the case may be, will not have any objection to admit such assignees or transferees as members of the said Organisation and/or the Apex/Federal Organisation and the Purchasers do hereby give their specific consent to them being admitted.
62. All notices, consents and approvals to be given under this Agreement shall be in writing and shall unless otherwise provided herein be signed by any Authorized Signatory or Officer of the Promoter and any notice to be given to the Purchaser/s shall be considered as duly served if the same shall have been delivered to, left or posted to the Purchaser/s at the address specified below, by Registered Post A.D. or Courier. In case there are Joint Purchaser(s), all communications shall be sent by the Promoter to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchasers. Any change in the address of the Purchaser should be notified in writing by the Purchaser/s to the Promoter.
- _____
- _____
63. All letters circulars receipts and/or notices to be served by the Purchaser on the Promoter shall be deemed to be validly and effectively served, if sent to the Promoter by Registered Post A.D./under Certificate of Posting/ Speed Post/Courier/hand delivery at its address specified below or such

other address as the Promoter may hereafter notify in writing to the Purchaser:

SHIVALIK VENTURES PRIVATE LIMITED

Ground Floor, J V House,

D.S.Babrekar Marg, Dadar (W),

Mumbai-400028

64. If any GST or arrears/demand is payable or any other tax/liability/levy/cess/duty is payable on account of this transaction arises now or in future, the same shall be paid and discharged by the Purchasers alone and the Promoter shall not be liable to contribute anything on that account. The Purchaser/s shall also fully reimburse the expenses that may be incurred by the Promoter in consequences upon any legal proceedings that may be instituted by the authorities concerned against the Promoter or vice versa on account of such liability.
65. This Agreement is part of the scheme for formation registration and incorporation of a Society or Limited Company or an Association of Apartment Owners or other body corporate that may be formed and it is agreed by the Purchaser/s that they shall be bound by the decision of the majority of the buyers to whom the Promoter will sell the other premises in the said Wing/ the said Building, in all matters in relation to or arising under or out of this agreement or in relation to or concerning the management administration and affairs of the said Wings and the Land on which said Wings to be constructed and the said Organisation that may be formed.
66. The Promoter and the Purchaser/s represent and covenant to each other that they have full right and power to enter into this Agreement and that all the necessary permissions and/or approvals required to enter into this Agreement have been obtained by the parties respectively, prior to the execution of this Agreement and the parties doth hereby indemnify and keep indemnified each other of and from the same.

67. This Agreement contains the whole agreement between the parties in respect of the subject matter of this Agreement and shall not be modified (whether by alteration addition or omission) otherwise than in writing duly signed by both the parties. This Agreement constitutes the entire agreement between the parties and there are no promises or assurances or representations, oral or written, express or implied other than those contained in this Agreement.
68. Any delay tolerance or indulgence shown by the Promoter in enforcing the terms and conditions of this Agreement or any forbearance or giving of time to the Purchaser by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliances of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Promoter.
69. The Purchaser/s hereby declare/s that he/she/they/it has gone through this Agreement and all the documents related to the said Property and has expressly understood the contents, terms and conditions of the same and the Promoter has entered into this Agreement with the Purchaser(s) relying solely on the Purchaser agreeing, undertaking and covenanting to strictly observe, perform, fulfil and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on part of the Purchaser(s) to be observed, performed and fulfilled and complied with and therefore, the Purchaser hereby agree/s, undertake/s and covenant/s to indemnify, save, defend and keep harmless at all times hereafter, the Promoter and their successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Purchaser(s).

70. Each party hereto shall from time to time upon the reasonable request and cost of the other party execute any additional documents and do any other acts, deeds or things which may be reasonably required to give effect to the terms hereof.
71. All costs, charges and expenses including stamp duty and registration charges of this Agreement shall be borne and paid by the Purchaser(s). The Purchaser(s) are fully aware of the provisions of the applicable Stamp Act as amended from time to time. If any stamp duty over and above the stamp duty already paid on this Agreement including interest and penalty if any is required to be paid or is claimed by the Superintendent of Stamps or concerned authority, the same shall be borne and paid by the Purchasers alone. The Purchaser/s shall indemnify the Promoter against any claim from the stamp authorities or other concerned authorities in respect of the said stamp duty including interest and penalty if any to the extent of the loss damage that may be suffered by the Promoter . The Purchaser(s) shall also fully reimburse the expenses that may be incurred by the Promoter in consequences of any legal proceedings that may be instituted by the authorities concerned against the Promoter or vice-versa on account of such liability. The Promoter has informed the Purchaser(s) that this Agreement has to be registered within 4 months of execution, or within successive 4 (four) months (on payment of requisite penalty by the Purchaser).
72. All costs charges and out of pocket expenses levies fees penalty or premium in connection with the formation of the said Organisations and/or the Apex/Federal Organisation and execution of Conveyance and/or Lease as well as the cost of preparing, engrossing, stamping and registering all the agreement or any other documents or document required to be executed by the Promoter or the Purchaser/s as well as the entire professional costs of the Advocates of the Promoter in preparing and approving such documents shall be borne and paid by the proposed said

Organisation and the organisations of each wing or proportionately by all the buyers in the said Wing/wings including the Purchasers herein. The Promoter shall not be liable to contribute anything towards such costs, charges and expenses and the proportionate share of such costs, charges and expenses payable by the Purchaser(s) shall be paid by them to Promoter immediately on demand.

73. The Purchaser hereby declares that he/she/it/they are resident Indians and are entitled to acquire the said Apartment in accordance with the provisions of the Foreign Exchange Management Act, 1999. It is abundantly made clear to the Purchaser that if the Purchaser is a Non-Resident Indian / foreign national of Indian origin, in respect of all remittances, acquisitions / transfer of the said Apartment, it shall be his/her/their/its sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Purchaser understands and agrees, that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/they/it alone shall be liable for any action under the Foreign Exchange Management Act, 1999, or any other statutory modifications or re-enactments thereto the Promoter accepts no responsibility in this regard and the Purchaser agrees to indemnify and keep the Promoter indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.
74. Any provision of this Agreement which is prohibited, unenforceable or is declared or found to be inoperative, void or illegal by a court of competent jurisdiction, shall be ineffective only to the extent of such prohibition or

unenforceability without invalidating the remainder of such provision or the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. If any such invalidity substantially affects or alters the commercial basis of this Agreement, the parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same economic or commercial effect as the original provisions and terms of this Agreement.

75. The Purchasers shall present this agreement at the proper registration office of the Sub-Registrar within the time prescribed by the Registration Act, 1908 and shall intimate the Promoter who shall attend such office and admit execution thereof.
76. Forwarding this Agreement to the Purchaser(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser(s) until, firstly, the Purchaser(s) signs and delivers this Agreement with all the schedules along with the payment dues as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser(s) and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Purchaser(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Purchaser(s) for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/s, the application of the Purchaser/s shall be treated as cancelled and all sum deposited by the Purchaser(s) in connection therewith including the booking amount will be returned after necessary deduction and without any interest or compensation whatsoever.

77. Wherever in this Agreement it is stipulated that the Purchaser/s has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the said Wing/s or said Property or Larger Property or the entire Project as the case may be.
78. Save and except as may be specifically mentioned herein, this Agreement supersedes all documents and writings whatsoever (if any) executed or exchanged by and between the parties hereto prior to the execution hereof. The parties hereto hereby confirm, agree and acknowledge that this Agreement represents and comprises the entire agreement between them in respect of the subject matter hereof.
79. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchaser(s) of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.
80. Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, it shall be referred to the concerned authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
81. That the rights and obligations of the parties under or arising out of this Agreement shall be constructed and enforced in accordance with the law of India for the time being in force and the Courts in Mumbai will have the exclusive jurisdiction for this Agreement.

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

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the said Property)

All that piece and parcel of land admeasuring 6617.78 sq. mtrs. more particularly known as Plot No. S 6 bearing CTS No. 30 (pt), 30/326 to 328, 30/334, 30/335, 30/341, 30/343 to 416, 30/529, 30/531, 30/533, 30/534, 30/547 to 551, 30/581 to 789 of Village Bandra East, Taluka Andheri, Mumbai Suburban District situated at Golibar Road, Bandra (East) bounded as follows:

North : By CTS No.30(pt)

South: By CTS 70 (pt), 71 (pt), 73 (pt)

East: By Golibar Road

West: By CTS 30(part), 82(pt), 83 (pt), 74 (pt)

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the Common/Limited common areas and facilities:)

- Decorative entrance lobby
- Underground tank, overhead water tank & fire-fighting tank with adequate storage capacity.
- Modern fire-fighting equipment with sprinklers in all areas.
- Children Play area
- Convenient shopping
- Multipurpose hall
- Society Office
- Gymnasium
- Main gated entry
- Automated passenger elevator, 2 automated car lifts.
- Peripheral painting
- Back-up generator electric supply for emergency services.
- Rain water harvesting.
- Intercom facility
- Electrical Substation
- 2 & 4 wheeler car parking.

SIGNED AND DELIVERED)
By the within named Promoter)
SHIVALIK VENTURES PVT. LTD.)
Through its Director/Authorised Representative)
authorized in the meeting of Board of)
Directors held on _____)
1. MRS. RAJESHREE RAVINDRA SAWANT)
(AUTHORISED REPRESENTATIVE))

2. MR. AMBRESH TIPNIS)
DIRECTOR
In the presence of)
1.
2.

SIGNED AND DELIVERED by the)
Within named Purchaser/s)
_____)
In the presence of...)
1.
2.

RECEIPT

Received of and from the within named Purchaser, _____ the sum of Rs. _____/- (Rupees _____ Only) as details below

A	Towards part of the Sale Consideration /Purchase Price vide	
B	Towards part of the Sale Consideration /Purchase Price vide Cheque No. _____ , _____-2018, drawn on _____ Bank	
C	Add – TDS 1% on _____/- vide cheuq no. _____, _____-2018, drawn on _____ Bank	
TOTAL SUM RECEIVED AGAINST PART CONSIDERATION		

(RUPEES _____ ONLY)

WE SAY RECEIVED

For Shivalik Ventures Pvt. Ltd.

Director/ Authorised Representative

Annexure “H”

LIST OF AMENITIES

COMMON AMENITIES

- Decorative entrance lobby
- Underground tank, overhead water tank & fire-fighting tank with adequate storage capacity.
- Modern fire-fighting equipment with sprinklers in all areas.
- Children Play area
- Convenient shopping
- Multipurpose hall
- Society Office
- Gymnasium
- Main gated entry
- Automated passenger elevator, 2 automated car lifts.
- Peripheral painting
- Back-up generator electric supply for emergency services.
- Rain water harvesting.
- Intercom facility
- Electrical Substation
- 2 & 4 wheeler car parking.

AMENITIES IN A TYPICAL UNIT:

RCC & BRICK WORK:

- Seismic resistant RCC frame structure.

FLOORING:

- Vitrified flooring in living, kitchen & bedroom.
- Anti-skid flooring in bathrooms.

Doors:

- Fire retardant flush type door in wooden frame with chrome plated brass fittings, night latch for main door, peephole, safety chain, decorative handle & heavy duty doorstopper.
- Internal wooden door with flush door shutter & granite frame.

WINDOWS:

- Granite window frame with aluminium anodized sliding windows.

ELECTRIFICATION:

- Concealed electric ISI copper wiring with circuit breaker.
- Provision for telephone, lights, fans, four 15mph plug points for heavy duty equipment.
- Shutter plug to avoid accidental contact along with standard quality modular switches.
- Provision for Split AC.

WALL FINISH:

- Putty finish wall with acrylic emulsion paint in all rooms.

KITCHEN:

- Granite kitchen platform with standard quality stainless steel sink.
- Ceramic tiles dado above kitchen platform upto beam bottom.

BATHROOMS:

- Ceramic tiles dado upto full height.
- Wall mounted WC with flush valve.
- Concealed Plumbing for WC, shower, geysers & wash basin.
- Premium water closet & wash basin, hot & cold mixer point for shower.
- Good quality aluminium louvers in bath & WC.

Annexure “I”

Schedule of payment

Sr. No	Stage of payment	%
(i)	after execution of these present upto	30%
(ii)	on completion of the Plinth of the building in which the said Apartment is located	15%
(iii)	on completion of the slab of the third floor	5%
(iv)	on completion of the slab of the sixth floor	5%
(v)	on completion of the slab of the ninth floor	5%
(vi)	on completion of the slab of the twelveth floor	5%
(vii)	on completion of the slab of the sixteenth floor	5%
(viii)	on completion of the walls, internal plaster, floorings doors and windows of the said Apartment	5%
(ix)	on completion of the Sanitary fittings, staircases, liftwells, lobbies upto the floor level of the said Apartment	5%
(x)	on completion of the external plumbing and externalplaster, elevation, terraces with waterproofing, of the building in whichthe said Apartment is located	5%
(xi)	On completion of lift, water pump, electrical fittings, electro, mechanical and environmental requirements, entrance lobby, plinth protection, paving of area appertain.	10%
(xii)	at the time of handing over of the possession of the Apartment to the Allottee/s after receipt of occupancy certificate	5%
	TOTAL	100%

DATED THIS _____ DAY OF _____ 2018

SHIVALIK VENTURES PVT. LTD. ...Promoter

AND

....Purchaser/s

A G R E E M E N T F O R S A L E

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