

WITHOUT PREJUDICE

All the terms & conditions, rights and obligations of the parties as contained hereunder shall be subject to the provisions of Real Estate (Regulation and Development) Act, 2016 Act and the rules and regulations made thereunder (“RERA Act”) and the exercise of such rights and obligations shall be subject to the provisions of RERA the Act and the rules and regulations made thereunder. Any change so prescribed by the Act shall be deemed to be automatically included in the allotment letter / agreement for sale (as the case may be) and similarly any such provision which is inconsistent or contradictory to the Act shall not have any effect.

Date:

To,

Sir/ Madam,

Re: Provisional Allotment Letter in respect of Flat No./ Commercial Unit no. \_\_\_\_ admeasuring on or about \_\_\_\_ sq. mtr. of carpet area onthe \_\_\_\_ Floor in the proposed building/s known as “Sai Orchid/ Sai Business Fortune Centre” situated at land bearing C.T.S. No. 5948 of Village GhatkoparKirol, TalukaKurla and bearing corresponding Final Plot No.28, of T.P.S. Ill, Ghatkopar (East), Mumbai: 400077.

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1. We, M/s Sai Shakti Realtors are the owners of and seized and possessed of or otherwise well and sufficiently entitled to piece and parcel of land bearing C.T.S. No. 5948 of Village Ghatkopar Kirol, Taluka Kurla and bearing corresponding Final Plot No.28, of T.P.S. Ill, Ghatkopar (East), Mumbai: 400077 having an area admeasuring 1146.2 Sq. Mtr (hereinafter referred to as the “said project land”) alongwith structure standing thereof namely ‘Prabhu Krupa’ situate at Tilak Road Ghatkopar (East), Mumbai- 400 077 within the Registration District and Sub District of Mumbai Suburban400 019 (hereinafter referred to as “the Property”) from M/s. Doshi Sanghvi.

2. We have demolished a part of the said building namely Prabhu Krupa and intend to construct building/s including Sai Orchid and Sai Fortune Business Centre, wherein each building may be constructed and developed under different Phases.
3. We have received IOD bearing CE/6137/BPES/AN dated 23<sup>rd</sup> February 2018 and Commencement Certificate bearing CE/6137/BPES/AN .
4. On demand, we have given you the inspection of all title documents relating to the Property including Conveyance Deed, permissions given by concerned authorities and the plans, designs and specifications prepared by the Architect and the Structural Engineer and all other relevant documents specified under the Real Estate (Regulation and Development) Act, 2016 and the rules made thereunder.
5. We are agreeable to sell you on ownership basis a flat/ commercial unit admeasuring \_\_\_\_ sq.mtrs. (carpet area) bearing no. \_\_\_\_ on \_\_\_\_ floor in the proposed B/C wing (hereinafter referred to as the "Flat/ Commercial Unit") in the said Building subject to the terms and conditions broadly contained herein and terms and conditions to be recorded in the agreement for Sale to be executed hereafter. We shall be entitled to vary and modify the plans, specifications, etc. in respect of the said Building and/or amenities to be provided as may be required by the Concerned Authority for which you have granted us your unconditional and irrevocable consent. We are also agreeable to allot to you rights to park \_\_\_\_ vehicle(s) in the proposed car parking area. The car parking number(s) shall be identified, earmarked and communicated to you at the time of handing over possession of the Flat/ Commercial Unit to you.
6. The sale price of the Flat/ Commercial Unit shall be Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) and a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) for car parking; aggregating to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) which shall be paid as set out in accompanying Annexure "A". In addition to the sale price you shall also bear and pay further amounts and charges more particularly set out in Annexure "B". This includes the earnest money of ` \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) paid by you prior hereto, the receipt whereof is acknowledged at the foot of this writing ("Earnest Money Deposit").
7. You are aware that you are required to deduct tax at source (TDS) in accordance with the applicable rates as per the Income Tax Act, 1961. You shall pay the tax deducted to the

government and deliver the relevant TDS certificate, challans, receipts and other relevant documents relating to each payment, to us as per the provisions of the Income-tax Act, 1961 and the rules made thereunder. Any delay in making the payment and/or taxes as aforesaid, you shall be liable to pay the interest and/or any penalty levied by the Concerned Authority/ies in respect thereof.

8. We shall confirm the final carpet area that has been allotted to you after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent.
9. It has been agreed that the time for payment of all the amounts mentioned herein, including the aforesaid installment(s), is of essence of the contract. It is further agreed that irrespective of any disputes which may arise between us, you shall make payments as and when demanded by us within 15 days from the date of Notice, failing which you shall be liable to pay the amount so demanded along with interest thereon on the outstanding amount @ State Bank of India highest Marginal Cost of Lending Rate plus 2 percent per annum for the delayed period, however, such delay should not be for more than \_\_\_\_\_ days from due date.
10. Without prejudice to our right to charge interest upon you committing default in payment on due date of any amount due and payable by you to us (including your proportionate share of taxes levied by concerned local authority and other outgoings) and upon you committing default of payment of the next installment(s), we shall at our own discretion, cancel this allotment, Provided that we shall give notice of fifteen days in writing to you, by Registered Post AD or by e-mail at the address provided by you, of our intention to terminate this allotment and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Allotment. If you fail to rectify the breach or breaches mentioned by us within the period of notice then at the end of such notice period, we shall be entitled to terminate this allotment. Provided further that upon termination of this allotment as aforesaid, we shall refund to you amount paid by you without any interest (subject to adjustment and recovery of Earnest money deposit, brokerage paid and taxes, GST, statutory levies or any other amounts paid as liquidated damages) within a period of thirty days of the termination of this allotment. Upon

termination we shall be free to allot the said Flat/ Commercial Unit to any person(s) of our choice and you shall have no objection thereto. On cancellation/termination, you shall have no claim of any nature whatsoever against us except in respect of the balance amount payable if any.

- 11.** You shall execute and register Agreement for Sale within 30 days from the date of written intimation given to you and shall pay applicable stamp duty, registration charges and other applicable statutory taxes and levies thereon. If you fail to execute and register Agreement for Sale as aforesaid, then we shall be entitled to cancel this allotment.
- 12.** We have already explained to you various terms, conditions and stipulations contained in the NOC/permission/IOD/CC, etc. so far obtained by us from the Competent Authorities and the binding effect thereof after the construction of the building is completed and possession of the building is handed over to the Society which includes the possession of the premises to you.
- 13.** We have also explained to you your obligations including statutory obligations under the provisions of Real Estate Act and the Rules framed thereunder and shall not challenge or dispute the same. You have further confirmed to us that an intimation forwarded by us, to you, stating that a particular stage of construction is commenced or completed shall be sufficient proof that a particular stage of construction is commenced or completed.
- 14.** The detailed terms of the sale/transfer of the Flat/ Commercial Unit shall be incorporated in the Agreement ("Agreement"). The Agreement shall include the entire understanding as regards the sale of the Flat/ Commercial Unit to you and shall be governed by the provisions of Real Estate (Regulation and Development) Act, 2016 and rules made thereunder. Provisions of this allotment letter shall be deemed to be incorporated into the Agreement. However, in case of any conflict between the provisions of the Agreement and this letter of allotment, the provisions of the Agreement shall prevail.
- 15.** This letter is issued to record the understanding between parties and to reserve the allotment of the Flat/ Commercial Unit to you, in accordance with the terms and conditions of this letter. However, it is hereby clarified that this letter of allotment does not create or vest any title in the Flat/ Commercial Unit or any common areas in you. It is understood that you are paying the consideration amount from your own legitimate resources.

**16.** In addition to the consideration and other amounts as mentioned herein, you shall also be liable to pay the following amounts as and when demanded by us without raising any objection/query or otherwise:

A. All taxes, levies, duties, cesses, charges (whether applicable/payable now or become applicable/payable in future) including but not limited to service tax and/or value added tax (VAT) and/or TDS and/or goods and services tax (GST) and its effect, Krishi Kalyan Cess, Swachh Bharat Cess, land under construction tax, local body tax, External Development Charges (EDC), Infrastructure Development Charges (IDC), and/or all other direct/indirect taxes/duties, impositions applicable levied by the Central and/or State Government and/or any local, public or statutory authorities/bodies (“Statutory Charges”) in respect of the Flat/ Commercial Unit and/or the transaction contemplated herein and/or in respect of the sale consideration and/or the other amounts payable by me/us. The quantum of such taxes, levies, duties, cesses, charges as decided/quantified by the Developer shall be binding on me/us.

B. All costs, charges and expenses including but not limited to stamp duty, registration charges and/or incidental charges in connection with the any of the documents to be executed for the sale of the Flat/ Commercial Unit on the Allotment Letter and/or the Agreement for Sale as per the provisions of applicable laws, prevailing at the relevant time and the rules made thereunder, as may be applicable at the relevant time shall be borne and paid by the Applicant(s) as and when demanded by the Applicant(s).

**17.** You shall not be entitled to assign the benefit of this letter or purport to sell/transfer the Flat/ Commercial Unit until full purchase consideration is paid by you, and only after obtaining our prior written consent.

**18.** This allotment of the Flat/ Commercial Unit does not create any right or interest, whatsoever or howsoever in the Applicant(s) and is subject to compliance and performance of all terms, conditions and obligations of payments and other requisites as mentioned herein and/or allotment letter (as defined below) and/or the agreement for sale (as defined below) and / or any other document that may be executed from time to time.

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- 19.** All the terms and conditions mentioned herein shall be binding on you and you confirm that this allotment is the basis of commercial understanding between us.
- 20.** You have confirmed that till the regular Agreement is duly executed and registered with the Concerned Registration Authority and pay the part-consideration on execution of such Agreement, you shall not be entitled to seek enforcement in Court of Law, the terms of this Letter of Provisional Allotment except as contemplated in the provisions of RERA.
- 21.** Kindly confirm the above by signing the duplicate hereof signifying acceptance of the above terms and conditions.

Thanking you

Yours faithfully,

For M/s SAI SHAKTI REALTORS

Authorised Signatory

I/We Confirm

**AGREEMENT FOR SALE**

This Agreement made at Mumbai this .....day of ..... in the year Two Thousand and ..... between:

**M/S. SAI SHAKTI REALTORS**, a partnership firm, having address at Office No. 5, Arihant Darshan, Ground Floor, Hingwala Lane, Ghatkopar (East), Mumbai-400 077, through its Partner, Mr. \_\_\_\_\_ hereinafter called "the Developer" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm and their respective heirs, executors and administrators and assigns) of the One Part

AND MR/MRS/MS. \_\_\_\_\_ (PAN\_\_\_\_\_), aged \_\_\_\_ years, an adult Indian Inhabitant, residing at \_\_\_\_\_; MR/MRS/MS. \_\_\_\_\_ (PAN\_\_\_\_\_), aged \_\_\_\_ years, an adult Indian Inhabitant, residing at \_\_\_\_\_; MR/MRS/MS. \_\_\_\_\_ (PAN\_\_\_\_\_), aged \_\_\_\_ years, an adult Indian Inhabitant, residing at \_\_\_\_\_ OR MESSERS \_\_\_\_\_ (PAN NO. \_\_\_\_) a partnership firm, registered under the Indian Partnership Act, 1932 having its registered office at \_\_\_\_\_

\_\_\_\_ through its authorized signatory Mr. \_\_\_\_\_ authorized vide Partner's Resolution dated \_\_\_\_\_ OR \_\_\_\_\_ (PAN NO. \_\_\_\_) a Company registered under the Companies Act, 2013/Companies Act, 1956 having its registered office at \_\_\_\_\_ and its administrative/branch/regional office at \_\_\_\_\_

\_\_\_\_, through its authorized signatory Mr. \_\_\_\_\_ authorized vide Board Resolution dated \_\_\_\_\_ herein after referred to as the "Purchaser/s", (which expression shall unless repugnant to the subject, context or meaning thereof, shall always mean and include, in the case of individual or individuals, his/her/their/its respective heirs, executors & administrators, the survivors or survivor of them &

the heirs, executors & administrator of the last such survivor & in the case of firm/company or any other organization, the said organization, their partners/ directors/ Owners, as the case may be, as well as its/their successor or successors & their respective permitted assigns) of the OTHER PART.

The Developer and the Purchaser/s are hereinafter collectively referred to as "Parties" and individually as "Party".

WHEREAS:

- A.** By and under an Indenture of Conveyance dated 29<sup>th</sup> December 2010 ("Indenture") and Deed of Confirmation dated 18<sup>th</sup> November 2011 both duly registered with the Sub-Registrar of Assurances at Bombay under Serial No. BDR-3/11275 of 2011 and Serial No. BDR-3/11989 OF 2011 respectively, executed by and between Mr. Bimal Jitendra Desai and Mr. Jatin V. Daisaria as the Vendors thereof and M/s Sai Shakti Realtors as the Purchasers thereof i.e. the Developer herein, the Developer is owner of and seized and possessed of or otherwise well and sufficiently entitled to piece and parcel of land bearing C.T.S. No.5948 of Village Ghatkopar Kirol, Taluka Kurla and bearing corresponding Final Plot No.28, of T.P.S. III, Ghatkopar (East), Mumbai: 400077 having an area admeasuring 1146.2 Sq. Mtrs. (hereinafter referred to as the "said project land") alongwith structure standing thereof namely 'Prabhu Krupa' situate at Tilak Road Ghatkopar (East), Mumbai- 400 077 within the Registration District and Sub District of Mumbai Suburban. The said land for the sake of brevity referred to as the "said project land" and are more particularly described in the First Schedule hereunder written, which Land is more particularly described in the First Schedule hereunder written and shown delineated by black colour boundary line on the Location Plan which is marked and annexed hereto as Annexure-A.
- B.** The said building namely Prabhu Krupa, which is a ground plus 2 floors structure comprised of two parts i.e. one part consists of 27 (Twenty Seven) tenants occupying their respective residential tenanted premises and other part consisting of 4 (Four) tenants occupying tenanted commercial premises and 2 (Two) residential tenanted premises on the ground floor and 2 (Two) tenant occupying tenanted residential premises on the first floor. Further Dr. Amrish Mehta and and Mrs. Amala Mehta, being the owners and

occupying the second and the third floor of the said other part of the said building, in the manner stated hereinbelow.

- C. By a registered Agreement dated 17<sup>th</sup> May 2006 executed between the Mr. Bimal Jitendra Desai i.e. the said Vendor and Dr. Amrish Mehta and Mrs. Amala Mehta, the said Vendors had agreed to sell and assign unto the said Dr. Amrish Mehta and Mrs. Amala Mehta all and singular benefit, right, title and interest, property, claim and demand of the said Vendor upon two commercial premises admeasuring 780 sq. ft. (carpet area) on 2<sup>nd</sup> floor and 870 sq. ft. on 3<sup>rd</sup> floor (part) aggregating to 1626 sq. ft. (carpet area), which premises has an independent staircase from ground floor till the terrace above third floor on such terms, as more particularly stated therein. For the sake of brevity this other part of the building alongwith the abovesaid two commercial premises owned by the said Dr. Amrish Mehta and Mrs. Amala Mehta shall be hereinafter referred to as '**the said retained structure**'.
- D. That, in or around 6<sup>th</sup> February 2003, the Developer herein had applied for proposed additional alteration/ additions to the said building and had procured IOD bearing no. EB/CE/ 6137 dated 16<sup>th</sup> January 2004.
- E. Thereafter, the Developer decided to redevelop the said building instead and in place of proposed additional alteration/ additions in the said building.
- F. Hence, pursuant to an understanding arrived at by and between the Developer herein and 27 (Twenty Seven) tenants of the one part of the building, the Developer executed and registered Permanent Alternate Accommodation Agreement with each respective tenant inter alia stating that the said tenant has agreed to allow the present premises to be demolished to enable the Landlord i.e. the Developer herein to redevelop the said property by constructing thereon a structure or structures on the site hereof and on such structure/s being completed in which tenant will accept his/ her permanent alternate accommodation on ownership basis free of cost by utilizing the basic/originating Floor Space Index and Premium Floor Space Index (hereinafter collectively referred to as "**FSI**"), additional Floor Space Index by way of Transferable Development Rights (hereinafter referred to as "**TDR**") and the permissible Fungible Compensatory Floor Space Index (hereinafter referred to as "**Compensatory FSI**") (the FSI, TDR and compensatory FSI are hereinafter collectively referred to as "**Total FSI**") as presently

available, under the Development Control Regulations for Greater Mumbai, 1991 (hereinafter referred to as “**the DCR**”) and such other rules, regulations, notifications, amendments including DCR 2034, as may be applicable, now or at anytime in future with respect to the said project land and on such terms, as more specifically stated therein. Further, the Developer has not demolished the said retained structure and shall deal with the same in the manner stated hereinafter.

- G.** Thereafter, the Developers procured an Intimation of Disapproval dated 23<sup>rd</sup> February 2018 bearing no. CE/6137/BPES/AN from MCGM on such terms, as more particularly stated therein. A copy of the said IOD bearing no. CE/6137/BPES/AN is annexed herewith and marked as **Annexure-B**.
- H.** Thereafter, the said building namely ‘Prabhu Krupa’ was demolished, save and except the said retained structure and thereafter the Developer procured a Commencement Certificate bearing no. CE/6137/BPES/AN. A copy of the said CC bearing no. CE/6137/BPES/AN permitting the construction/development of the Building/s is annexed herewith and marked as **Annexure-C**.
- I.** The Developer, also being the owners, are entitled and enjoined upon to construct buildings on the said property in accordance with the recitals hereinabove.
- J.** The Developer is in possession of the said property.
- K.** The Developer is now developing the said property by consuming the entire balance FSI/ Proportionate Fungible as well as any other benefits that is available for development in accordance with the D.C. Regulation in respect of the entire property less the FSI consumed in the building *inter alia* to be constructed for the said 27 (Twenty Seven) tenants.
- L.** As per the Scheme envisaged by the Developer, they will construct one building, which shall be known as “Sai Orchid and Sai Fortune Business Centre”, which shall be a residential-cum-commercial project wherein Wing-C shall be for residential user wherein 27 (Twenty Seven) residential flats shall be constructed to rehabilitate the said tenants and balance 9 (Nine) residential flats shall form a part of free sale component and Wing-B shall be for commercial user comprising of 8 (Eight) commercial premises which shall form part of the free sale component. Developers at present have submitted building plans comprising of the said one building with two Wings which have been sanctioned by

the M.C.G.M. under C.C. no CE/6137/BPES/AN, duly amended on \_\_\_\_\_. Developers shall in due course of time submit further plans entitling the Developer to amend/ alter the said proposed plans and/ or to consume further FSI/TDR/fungible area or such other area as may be permitted in accordance with the D.C. Regulation from time to time. The Developers are fully entitled to develop the said Property and construct building/s thereon in accordance with the plans sanctioned by the Municipal Corporation of Greater Mumbai. The Developer hereby states and submits that the Developer has retained the said retained structure and may develop/ redevelop the said part in the manner, as he may deem fit, now or at anytime in future. The Developer may at its sole discretion merge either a part or entire portion of retained portion with this project and/ or redevelop the said retained portion individually, as it may deem fit, now or at anytime in future.

- M.** The Purchaser/s is offered a Residential Flat/ Commercial Unit number \_\_\_\_\_ on the \_\_\_\_\_ floor, ( herein after referred to as the said “Flat”) in the B/ C wing of the Building called Sai Orchid and Sai Fortune Business Centre (herein after referred to as the said “Building”) by the Developer.
- N.** The Developer has appointed M/s. Tiwaskar and Associates, as their Architects registered with the Council of Architects and entered into a standard Agreement with them and such Agreement is as per the Agreement prescribed by the Council of Architects;
- O.** The Developer has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at \_\_\_\_\_ no\_\_\_\_\_; authenticated copy is attached in **Annexure ‘D’**.
- P.** The Developer has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Developer accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.
- Q.** By virtue of the Developer being the original owner also, the Developer has sole and exclusive right to sell the Flats/ Commercial Unit in the said building/s to be constructed by the Developer on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof.

- R.** On demand from the Purchaser/s, the Developer has given inspection to the Purchaser/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects M/s. Tiwaskar and Associates 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.
- S.** The copy of Certificate of Title issued by Ms. Jinita Shah, Advocate & Solicitor, copies of Property register card/ records in respect of Land on which the Flats/Buildings/Wings are constructed or are proposed to be constructed have been annexed hereto and marked as **Annexure-E**.
- T.** The authenticated copies of the plans of the Layout as proposed by the Developer and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure-F**.
- U.** The authenticated copies of the plans and specifications of the said Flat agreed to be purchased by the Purchaser/s, as sanctioned and approved by the local authority have been annexed and marked as **Annexure-G**.
- V.** The Developer has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Occupancy Certificate of the said Building.
- W.** While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.
- X.** The Developer has accordingly commenced construction of the said building/s in accordance with the said proposed plans.
- Y.** The Purchaser/s has applied to the Developer for allotment of the said Flat No. .... on .....floor in Wing B/ C.

**Z.** The carpet area of the said Flat is \_\_\_\_\_ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the apartment.

**AA.** The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

**BB.** Prior to the execution of these presents the Purchaser/s has paid to the Developer a sum of Rs..... (Rupees .....) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Developer to the Purchaser/s as advance payment (the payment and receipt whereof the Developer both hereby admit and acknowledge) and the Purchaser/s has agreed to pay to the Developer the balance of the sale consideration in the manner hereinafter appearing.

**CC.** Under Section 13 of the said Act the Developer is required to execute a written Agreement for sale of said Flat with the Purchaser/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

**DD.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Purchaser/s hereby agrees to purchase the said Flat and the covered parking no. \_\_\_\_\_ (if applicable).

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

1. The Developer shall construct the construct 1 (One) building which shall be known as "Sai Orchid and Sai Fortune Business Centre" proposed to be a residential-cum-commercial project wherein Wing-C shall be for residential user wherein 27 (Twenty Seven) residential flats shall be constructed to rehabilitate the said tenants and balance 9 (Nine) residential flats shall form a part

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of free sale component and Wing-B shall be for commercial user comprising of 8 (Eight) commercial premises which shall form part of the free sale component in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Developer shall have to obtain prior consent in writing of the Purchaser/s in respect of variations or modifications which may adversely affect the said Flat of the Purchaser/s except any alteration or addition required by any Government authorities or due to change in law and the Developer shall be entitled to amend/ alter the plans/ planning of the said project and/ or the said land save and except the said flat, at its sole discretion, as it may deem fit from time to time.

1.a (i) The Purchaser/s has agreed to purchase from the Developer and the Developer has agreed to sell to the said Flat No. .... of the type ..... of carpet area admeasuring ..... sq. metres on ..... floor in the B/C Wing (hereinafter referred to as "the Flat") as shown in the Floor plan thereof hereto annexed and marked **Annexure-H** for the total consideration of Rs. ..... including Rs. ..... being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

(ii) The Purchaser/s hereby agrees to purchase from the Developer and the Developer hereby agrees to sell to the Purchaser/s covered parking spaces bearing Nos. \_\_\_\_ being constructed in the layout for the consideration of Rs. \_\_\_\_\_/-.

1(b) The total aggregate consideration amount for the said Flat including covered parking spaces is thus Rs. \_\_\_\_\_/-

1(c) The Purchaser/s has paid on or before execution of this Agreement a sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as an advance payment and hereby agrees to pay to that Developer the balance amount of Rs .....( Rupees ..... ) in the following manner :-

1(d) The Developer shall confirm the Carpet Area that has been allotted to the Purchaser/s after the construction of the Building/Wing(s) is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area. The Purchaser/s hereby agree/s that any such change/revision in the RERA carpet area of the said Flat up to +/- 3% (three percent) is acceptable and binding upon him/her/it/them and they shall not object to such variation at any time.

1(e) The Total Consideration above excludes Taxes including Value Added Tax, Service Tax, Goods and Services Tax, Krishi Kalyan Cess, land under construction tax, property tax, Swachh Bharat Cess, local body tax or other taxes, duties, cesses, levies, charges, by whatever name called, applicable or levied with retrospective effect, now or in future in respect of these presents and/or the said Premises and/or the Consideration payable hereunder which are leviable or become leviable under the provisions of the applicable/relevant law or any amendments thereto pertaining or relating to the sale of said Flat. Taxes shall be paid by the Purchaser/s on demand made by the Developer within 7 (seven) working days and the Purchaser/s shall indemnify and keep indemnified the Developer from and against the same. The Purchaser/s is/are solely responsible for deduction, remittance and providing appropriate credit to the Developer, of the applicable TDS (Tax Deducted at Source), if any, in respect of this presents and/or the Total Consideration. The Purchaser/s hereby indemnifies/indemnify and keep/s indemnified the Developer against all claims, costs, charges and expenses that may be made against or occasioned to or suffered by the Developer for non-deduction and/or non-remittance of the applicable TDS (if any), by the Purchaser/s in respect of this presents and/or the Total Consideration.

1(f) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Developer 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 Developer shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the

Purchaser/s, which shall only be applicable on subsequent payments. It is further agreed that in such event this Agreement shall be read and construed as if the said increased and/or escalated price was originally mentioned herein and the same shall be paid to the Developers in equal installments with the remaining installment/s or against the possession as the Developers may demand and/or direct.

1(g) The Purchaser/s authorizes the Developer to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Developer may in its sole discretion deem fit and the Purchaser/s undertakes not to object/demand/direct the Developer to adjust his payments in any manner.

1(h) The Purchaser clearly and unequivocally confirm/s that in case remittances related to the Total Consideration and all other amounts as payable under this Agreement of the Flat are made by non-resident/s/foreign national/s of Indian origin, it shall be the sole responsibility of the Purchaser/s to comply with the provisions of the Foreign Exchange Management Act, 1999 (“FEMA”) or statutory enactments or amendments thereof and the rules and regulations thereunder and/or any other applicable/relevant laws including that of remittance of payments, acquisition/sale or transfer of immovable property/ies in India and provide to the Developer with such permission/approvals/no objections to enable the Developer to fulfill its obligations under this Agreement. Any implications arising out of any default by the Purchaser/s shall be the sole responsibility of the Purchaser/s. The Developer accepts no responsibility in this regard and the Purchaser/s shall keep the Developer fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Purchaser/s, subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser/s to intimate in writing to the Developer immediately and comply with all the necessary formalities, if any, under the applicable/relevant laws.

1(i) The Purchaser/s hereby declare(s), agree(s) and confirm(s) that the monies paid/payable by the Purchaser/s under this Agreement towards the said Flat is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively “Anti Money Laundering”). The

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Purchaser/s further declare(s) and authorize(s) the Developer to give personal information of the Purchaser/s to any statutory authority as may be required from time to time. The Purchaser/s further affirms that the information/ details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge. The Purchaser/s further agree(s) and confirm(s) that in case the Developer becomes aware and/or in case the Developer is notified by the statutory authorities of any instance of violation of Money Laundering Regulations, then the Developer shall at its sole discretion be entitled to cancel/terminate this Agreement for Sale. Upon such termination the Purchaser/s shall not have any right, title or interest in the said Flat neither have any claim/demand against the Developer, which the Purchaser/s hereby unequivocally agree(s) and confirm(s). In the event of such cancellation/termination, the monies paid by the Purchaser/s shall be refunded by the Developer to the Purchaser/s in accordance with the terms of this Agreement for Sale only after the Purchaser/s furnishing to the Developer a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Purchaser/s.

2.1 The Developer 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 local 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 local authority occupancy certificates in respect of the said Apartment.

2.2

a. Time is essence for the Developer as well as the Purchaser/s. The Developer shall abide by the time schedule for completing the project and handing over the said Flat to the Purchaser/s and the common areas to the association of the purchasers after receiving the occupancy certificate, as the case may be.

b. Similarly, the Purchaser/s shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer as provided in clause 1 (c) herein above. (“Payment Plan”).

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c. All payments to be made by the Purchaser/s under this Agreement shall be by cheque/demand draft/pay order/wire transfer/any other instrument drawn in favour of “ \_\_\_\_\_ ACCOUNT”.

d. In case of any financing arrangement entered by the Purchaser/s with any Bank/financial institution with respect to the purchase of the Flat, the Purchaser/s undertake/s to direct such bank/financial institution to and shall ensure that such financial institution disburse/pay all such installment of Total Consideration amounts due and payable to the Developer through an account payee cheque/demand draft drawn in favour of “ \_\_\_\_\_ ”.

e. If any of the payment cheques/banker's cheque or any other payment instructions of/by the Purchaser/s is/are not honored for any reason whatsoever, then the same shall be treated as default under the terms of this Agreement and the Developer may at its option be entitled to exercise the recourse available hereunder. Further, the Developer may, at its sole discretion, without prejudice to its other rights, charge a payment dishonor charge of Rs.5,000/- (Rupees Five Thousand only) for dishonor of a particular payment instruction for first instance and for second instance the same would be Rs.10,000/- (Rupees Ten Thousand only) in addition to the Interest for delayed payment. Thereafter no cheque will be accepted and all further payments shall be accepted through bank demand draft(s) only. This right of the Developer shall be without prejudice to any other rights of the Developer in this respect.

3. The Developer hereby declares that the Floor Space Index available as on date in respect of the project land is 2824.39 square meters only and Developer has planned to utilize Floor Space Index of 2824.39 sq. mtrs. with respect to proposed B Wing and C Wing by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Purchaser/s has agreed to purchase the said Flat based on the proposed construction and sale of flats to be carried out by the Developer by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developer only.

4.1 If the Developer fails to abide by the time schedule for completing the project and handing over the said Flat to the Purchaser/s, the Developer agrees to pay to the Purchaser/s, who does

not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser/s agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser/s to the Developer under the terms of this Agreement from the date the said amount is payable by the Purchaser/s to the Promoter.

4.2 Without prejudice to the right of Developer to charge interest in terms of sub clause 4.1 above, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Developer under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/s committing three defaults of payment of installments, the Developer shall at his own option, may terminate this Agreement provided that, Developer shall give notice of fifteen days in writing to the Purchaser/s by Registered Post AD at the address provided by the Purchaser/s and mail at the e-mail address provided by the Purchaser/s, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. In case the Purchaser/s fails to rectify the default within the aforesaid period of 15 days then the Developer shall be entitled, at its sole option, to terminate this Agreement and forfeit (a) Earnest Money from the amounts paid till such date and (b) Interest on any overdue payments and (c) brokerage paid to channel partners/brokers, if any, (d) administrative charges as per Developer's policy and (e) all taxes paid by the Developer to the Authorities (f) amount of stamp duty and registration charges to be paid on deed of cancellation of this Agreement, if Agreement for Sale is registered and (g) any other taxes which are currently applicable or may be applicable in future and (h) subvention cost (if the Purchaser/s has opted for subvention plan) which the Developer may incur either by way of adjustment made by the bank in installments or paid directly by the Developer to the bank, (collectively referred to as the "Non-Refundable Amount"). Balance amounts, if any, without any liabilities towards costs/damages/interest etc. shall be refunded without interest whatsoever simultaneously upon the Purchaser/s executing and registering a Deed of Cancellation and/ or such other document ("Deed") within 15 (fifteen) days of termination notice by the Developer, failing which the Developer shall be entitled to proceed to execute /register the Deed with the appropriate Sub-Registrar, including as an authorized constituted attorney of the Purchaser/s and the Purchaser/s hereby acknowledges and confirms. The Parties further confirm that any delay or default in such

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execution/ registration shall not prejudice the cancellation, the Developer's right to forfeit and refund the balance to the Purchaser/s and the Developer's right to sell/transfer the said Flat including but not limited to Car Park(s) to any third party. For the sake of clarity, the interest and/or taxes paid on the Total Consideration shall not be refunded upon such cancellation / termination. Upon such cancellation, the Purchaser(s) shall not have any right, title and/or interest in the Flat and/or Car parks and/or the Project and/or the Land. The Purchaser/s acknowledges and confirms that the provisions of this clause shall survive termination of this Agreement.

4.3 The Purchaser/s hereby understand/s and agree/s that, save and except for the intimation from the Developer as provided under this Clause, it shall not be obligatory on the part of the Developer to send reminders regarding the payments to be made by the Purchaser/s as per the payment schedule mentioned hereinabove, and the Purchaser/s shall make all payment/s to the Developer on or before the due dates, time being the essence of this Agreement. The Developer shall be at liberty to dispose of and sell the said Flat to such person and at such price as the Developer may in its absolute discretion think fit. Further, under any circumstance whatsoever, the Developer shall not be liable to refund to the Purchaser/s any amounts paid in respect of and pursuant to this Agreement to any statutory authority whosoever on behalf of the Purchaser/s.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Developer in the said building and the said Flat as are set out in **Annexure-I**, annexed hereto.

6. The Developer proposes to offer possession of the said Flat to the Purchaser/s on or before 1<sup>st</sup> day of December, 2023 subject to force majeure (stated hereinbelow). If the Developer fails or neglects to give possession of the said Flat to the Purchaser/s on account of reasons beyond his control and of his agents by the aforesaid date then the Developer shall be liable on demand to refund to the Purchaser/s the amounts already received by him in respect of the said Flat with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Developer received the sum till the date the amounts and interest thereon is repaid.

Provided that the Purchaser hereby agrees that if the possession is delayed due to:—

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- (a) non-availability of steel and/or cement or any such building material or by reason of war, civil commotion or 26 any act of God or any prohibitory order of any court against development of property and/ or
- (b) any notice, order, rules, notification of the Government and/or other public or competent authority; and/or
- (c) changes in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the building; and/or
- (d) delay in sanction of building plans or further permissions or grant of any NOC/permission/licence/connection for installation of any services, such as lifts, electricity and water connections and meters to the project/flat/road or completion certificate from appropriate authority; and/ or
- (e) delay or default in payment of dues by the Purchaser under these presents (without prejudice to the right of the Developers to terminate this agreement as mentioned hereinabove), In all the above events the period of possession will automatically stand extended.

7.1 Procedure for taking possession –

The Developer, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser/s as per the agreement shall offer in writing the possession of the said Flat to the Purchaser/s in terms of this Agreement to be taken within 15 (Fifteen) days from the date of issue of such notice and the Developer shall give possession of the said Flat to the Purchaser/s. The Purchaser/s agree(s) to pay the maintenance charges as determined by the Developer or association of purchasers, as the case may be. The Developer, on its behalf shall offer the possession to the Purchaser/s in writing within 7 (Seven) days of receiving the occupancy certificate of the Project.

7.2 The Purchaser/s shall take possession of the said Flat within 15 (Fifteen) days of the written notice from the Developer to the Purchaser/s intimating that the said Flats are ready for use and occupancy.

7.3 Failure of Purchaser/s to take Possession of said Flat:

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Upon receiving a written intimation from the Developer as per this clause, the Purchaser/s shall take possession of the said Flat from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Developer shall give possession of the said Flat to the Purchaser. In case the Purchaser/s fails to take possession within the time provided in this clause such Purchaser/s shall be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of receipt of possession notice period to the Purchaser/s, the Purchaser/s brings to the notice of the Developer any structural defect in the said Flat or the building in which the said Flat is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects may be rectified by the Developer at his own cost. The word defect hereinabove stated shall mean only the structural defects caused on account of workmanship, quality or provision of service and shall not mean defects caused by normal wear and tear, negligent use of the said Flat, abnormal fluctuations in the temperatures, abnormal heavy rains etc.

7.5. It is clarified that the liability of the Developer under Clause 7.4 shall not extend to:

(A) any such defects if the same have been caused by reason of the default and/or negligence of the Purchaser/s and/or any other purchasers in the said B/ C Wing (including the family members, servants, occupants, licensees of such Purchasers) i.e. against the guidelines, precautions, warranties, warnings on the products, provided by the Developer/Utility Providers for the said wing.

(B) defects caused by normal wear and tear, abnormal fluctuations in the temperatures, abnormal heavy rains, vagaries of nature; negligent use of the said Flat or the Internal Fittings provided therein. Defects in Internal Fittings are not included therein and are subject to individual warranties provided by the manufacturers of such Internal Fittings in this regard.

7.6 The Purchaser/s hereby agrees and accepts that after the Possession Date, any damage stated in Clause 7.5 (save and except the defects as mentioned in Clause 7.4), the Developer shall not be responsible for the cost of re-instating and/or repairing such damage caused by the

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Purchaser/s and the Purchaser/s alone shall be liable to rectify and reinstate the same at his/her/its/their own costs. The Developer's decision in this respect shall be final and binding.

8. The Purchaser/s shall use the said Flat or any part thereof or permit the same to be used only for purpose of residence/ commercial. He/ She/ They shall use the parking space only for purpose of keeping or parking vehicle.

### **9. CAR PARKING SPACE:**

9.1. The Car Parking Space has been reserved by the Developer for the Purchaser/s on the following terms and conditions:

a. The rules governing the use of such car parking space shall be framed and administered by the society/ Society or Association or a Limited Company, as the case may be to be formed of the flat purchasers of the proposed Building. The car parking number shall be identified and intimated to the Purchaser/s at the time of handing over of possession of the said Premises.

b. It is further made clear by the Developer to the Purchaser/s that while executing the Conveyance in favour of the Society, the area under such parking lots, open or covered will also be conveyed being the part of the common areas, amenities and facilities of the proposed Building and the said Property appurtenant to the proposed Building, subject to the exclusive rights to use and occupy the parking lots granted by the Developer to the respective Purchasers.

c. Un-allotted Car Parking Spaces in the said proposed Building, if any, shall continue to remain the property of the Developer and shall remain in possession of the Developer only till the receipt of the Occupation Certificate of the said Wing and thereafter it shall be subject to the terms of the agreement made between the Developer and the Society. It shall be upon the Developer' discretion till such time to allot/use these un-allotted spaces continue to remain with the Developer

### **10. ASSOCIATION STRUCTURE**

10.1 The Purchaser hereby agrees and accepts that:

- (i) The Developer is the owner of the said property and is developing the said property (“the Property”).
- (ii) The said project land shall comprise of Proposed Wing C (as defined above), which shall be a residential project and Proposed Wing B, which shall be a commercial project and the said retained structure;
- (iii) The Developer may at its sole discretion form a single society or two independent societies comprising of the Wing B and Wing C. In the latter case, the said Project shall then be divided with the common areas and facilities specifically demarcated for the Wing B and Wing C. The costs towards outgoings/ maintenance of these facilities will be borne and paid by the respective residents of such buildings and will be borne and paid by each of the members separately as will be set out in the Agreement for Sale.
- (iv) The Developer, may at its discretion, thereafter form an apex organization (being either a co-operative society/condominium/limited company or combination of them) (“Apex Body”) for the entire development or separate apex association / apex body / apex bodies (being either a co-operative society/condominium/limited company or combination of them) (“Apex Bodies”) for each of residential and commercial zones, as the Developer may deem fit, for the purposes of effective maintenance and management of the entire Project including for common areas and amenities of the Project at such time and in such a manner as the Developer may deem fit to be known by such name as the Developer may decide, within such period as may be prescribed under the Relevant Laws.
- (v) On the formation of Association, rights of the Applicant(s) to the common areas and facilities shall be regulated by the bye laws and other rules and regulations.
- (vi) The Purchaser/s along with other Flat purchasers in the Project shall join in forming the Association and registering the same with the Competent Authority, as may be required. The Purchaser/s shall also from time to time, be required by the Developer or the Association, to sign and execute the application for membership and other papers, instruments and documents in this regard and return the same to the Developer or Association within a period of 3 (three) months from the same being forwarded to the Applicant(s). On the formation of Association, rights of the

Applicant(s) to the common areas and facilities shall be regulated by the bye laws and other rules and regulations.

- (vii) The Developer may, with a view to ensure high standard of maintenance and upkeep, at its discretion but not as an obligation, be involved / undertake / conduct either by itself or through Facility Management Company, the maintenance and management of the Project even after formation of the Association/Apex Body/Apex Bodies.
- (viii) The Developer may also retain some portion / units / flats in the Project which may be subject to different terms of use as may be permissible under law. The Purchaser hereby give(s) his/her /their/its unequivocal consent for the aforesaid.
- (ix) Within 15 days after notice in writing is given by the Developer to the Purchaser/s that the said Flat is ready for use and occupancy, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Purchaser/s shall pay to the Developer such proportionate share of outgoings as may be determined. The Purchaser/s further agrees that till the Purchasers' share is so determined the Purchaser/s shall pay to the Developer provisional monthly contribution of Rs. .... per month towards the outgoings. The amounts so paid by the Purchaser/s to the Developer shall not carry any interest and remain with the Developer until a conveyance of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Developer to the Society or the Limited Company, as the case may be.

10.2 The Purchaser/s hereby acknowledge(s) and agree(s) that Wing-C and Wing-B are a part of a proposed development and as such the Developer would be conveying only the built-up area of

the respective Wing to the society/association formed of the individual wing(s), which shall not be later than 2 (two) years from the date of handover all the Flat in the Building(s)/Wing(s) to respective purchasers of the Building(s)/Wing(s) and the underlying Land would be conveyed to the Apex Body / Apex Bodies formed of the association in such parts as the Developer may deem fit. Further, the Developer may at its sole discretion, further develop the other part of the said project land, which may be later merged with the said Project or be an individual project wherein a separate society may be formed for the same. Hence, after the completion of the said further development, the Developer shall convey its title in respect of the Land to the association / Apex Body / Apex Bodies within such period as the Developer may deem fit by utilizing the entire FSI/TDR, available now or arising, that may be permitted to be utilized therein in accordance with D.C. Regulations that may be in force from time to time and sale of all the flats/premises / commercial office / units in the said Wing/s and receipt of the entire consideration in respect thereof. The Purchaser/s hereby agree(s) that he/she/it has understood the provisions of this clause and hereby gives his/her/its unequivocal consent for the same. The Purchaser/s hereby agree(s) and confirm(s) that till conveyance of the buildings and underlying Land to the association or apex body / apex bodies (as the case may be), the Purchaser/s shall continue to pay all the outgoings as imposed by MCGM and / or concerned authorities and proportionate charges to the Developer from time to time.

10.3 The Developer may become a member of the association / apex body / apex bodies to the extent of all unsold and/or unallotted flat(s)/premises/units, areas and spaces in the Wing(s) and/ or in the said further development of the said retained structure.

10.4 All costs, charges and expenses including stamp duty, registration charges and expenses in connection with the preparation, stamping and execution of such deed of assignment/transfer shall be borne and paid by the association/all purchasers of flats/premises/units in the building/s / wing/s in the same proportion as the total area of the flats/premises/units bears to the total area of all the flat(s)/premises/units in the said building/s / wing/s.

11. The Purchaser/s shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-

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- (i) Rs. .... for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- (ii) Rs. .... for formation and registration of the Society or Limited Company/Federation/ Apex body.
- (iii) Rs. .... for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body.
- (iv) Rs. .... for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
- (v) Rs. .... For Deposit towards Water, Electric, gas and other utility and services connection charges &
- (vi) Rs. \_\_\_\_\_ for deposits of electrical receiving and Sub Station provided in Layout. Estimated amount towards maintenance charges for 24 months for purpose of management and maintenance of Building/Wing and its vicinity (vii) Estimated amount towards ad-hoc corpus fund to be deposited with Developer / service provider, as may be directed by the Developer.

10.3. The Purchaser/s shall be liable to pay from the date of delivery of possession of the said Premises (which date means the date of expiry of the Possession NoticePeriod specified in Clause 7 hereinabove irrespective of whether the Purchaser/s has/have taken possession of the said Premises or not for any reason whatsoever), the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said Flat) of “Outgoings” in respect of the said Land and the New Building inclusive of but not limited to local taxes, betterment charges or such other levies by the concerned local authorityand/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Land and the New Building. Until the Society of the respective Wing and the Apex body is formed and the said Land and the New Building are transferred to it, the Purchaser/s shall pay to the Developer such proportionate share of outgoings as may be determined by the Developer. The Purchaser/s further agree/s that till the Purchaser/s' share is so

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determined the Purchaser/s shall pay to the Developer such provisional monthly contributions as may be determined by the Developer towards the said outgoings. The Maintenance Deposit so paid by the Purchaser/s to the Developer shall not carry any interest and remain with the Developer until a conveyance/assignment of the said Land and the New Building is executed in favour of the Society as aforesaid.

Unless the Purchaser/s has/have deposited/paid to the Developer the said Maintenance Deposit, towards the aforesaid outgoings, the Developer shall not be bound to hand over the possession of the said Premises to the Purchaser/s. It is clearly understood that the said Maintenance Deposit does not include the dues for the electricity bills for the said Premises. The Purchaser/s shall be liable to pay electricity charges of individual meters separately. It is understood that the Developer shall themselves look after the maintenance of the said Land and the New Building from the date of completion of the New Building till the date of the execution of conveyance/assignment in favor of the Society and apply the said Maintenance Deposit towards expenses on this account. If it is found by the Developer that the said Maintenance Deposit are not adequate to meet the outgoings, the Developer shall have the right to demand the payment of additional deposit from the Purchaser/s, and the Purchaser/s hereby agree/s to meet such requisition without protest within 7 (seven) days thereof. The Developer shall during such period from the expiry of the Possession Notice Period be entitled to charge the Purchaser/s along with the purchasers of other premises, management fees as determined by the Developer over and above the entire outgoings which may otherwise become payable by the Purchaser/s to the Developer; provided however that the liability of the Purchaser/s to pay the management fees mentioned hereinabove shall cease on the date of the vesting of the said Land and the New Building in possession and management and control of the Society.

If any amounts due and payable by the Purchaser/s remains unpaid then the Developer at its discretion and without prejudice to its other rights shall be entitled to adjust and satisfy such dues from any other amount paid by the Purchaser/s or from any amount payable to the Purchaser/s and adjust the account accordingly and in case still there are dues from Purchaser/s make demand accordingly.

The Purchaser/s shall pay to the Developer a sum of Rs. ..... for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the

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Developer in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance.

11. At the time of registration of conveyance of the structure of the respective Wing of the building, the Purchaser/s shall pay to the Developer, the Purchaser's share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or any document or instrument of transfer in respect of the structure of the said Wing of the building.

## 12. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

The Developer hereby represents and warrants to the Purchaser/s as follows:

- i. The Developer has clear and marketable title with respect to the said project; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project.
- ii. The Developer 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. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing 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, project land and said building/wing shall be obtained by following due process of law and the Developer has been and shall, at all times,

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remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

vi. The Developer 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 Developer 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 project land, including the Project and the said Flat which will, in any manner, affect the rights of Purchaser/s under this Agreement;

viii. The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Flat to the Purchaser/s in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of purchasers the Developer shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the purchasers;

x. The Developer has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xi. 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 Developer in respect of the project land and/or the Project.

13. The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Flat may come, hereby covenants with the Developer as follows :-

i. To maintain the said Flat at the Purchaser's own cost in good and tenable repair and condition from the date that of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat is situated which may be against the rules,

regulations or bye-laws or change/alter or make addition in or to the building in which the proposed Wing is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the said Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said Flat is situated, including entrances of the building in which the said Flat is situated and in case any damage is caused to the building in which the said Flat is situated or the said Flat 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.

iii. To carry out at his own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Developer to the Purchaser/s and shall not do or suffer to be done anything in or to the building/ Wing in which the Flat is situated or the Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other 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 concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the 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 Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Developer and/or the Society or the Limited Company.

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- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the project land and the building in which the Flat is situated.
- vii. Pay to the Developer within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Purchaser/s for any purposes other than for purpose for which it is sold.
- ix. The Purchaser/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Purchaser/s to the Developer under this Agreement are fully paid up.
- x. The Purchaser/s shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation 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 building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xi. Till a conveyance of the structure of the building/Wing in which Flat is situated is executed in favour of Society/Limited Company, the Purchaser/s shall permit the Developer and their

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surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Purchaser/s shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

(xiii) The Purchaser/s hereby confirms/s and acknowledge/s that the specifications mentioned in the advertisement / communications or the sample flat / mock flat and its colour, texture, the fitting(s) / fixture(s) or any installations depicted therein are only indicative and suggested in nature and are not intended to be provided as a standard specifications and/or services or cannot be construed as same. The Purchaser/s agrees and confirms that they have not relied on the same for his/her/their/its decision to acquire Flat and also acknowledges satisfying itself with the sanctioned layout plans and time schedule of completion of the Project.

(xxii) The Purchaser/s undertakes that the Purchaser/s has/have taken the decision to purchase the Flat out of his/her/their own free will, based solely upon the information provided along with the documents Annexed hereto, after giving careful consideration to the nature and scope of the entire development explained to the Purchaser/s by the Developer in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in this Agreement.

(xiv) Save and except the information / disclosure contained herein the Purchaser/s confirm/s and undertake/s not to any make any claim against Developer or seek cancellation of the Flat or refund of the monies paid by the Purchaser/s by reason of anything contained in other information / disclosure not forming part of this Agreement including but not limited to publicity material / advertisement published in any form or in any channel.

(xv) The Purchaser/s agrees and undertakes that the Developer shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Flat and/or Car Park(s) by concerned authorities due to non-payment by the

Purchaser/s or any other apartment/flat purchaser of their respective proportion of the taxes / outgoings payable to the concerned authorities on account of default in making such payments.

#### 14. Rights of the Developer

14.1 Developer obligation for obtaining Occupation Certificate (OC)/ Completion Certificate(CC) The Developer 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 local authority at the time of sanctioning the said Plans or thereafter and shall, before handing over possession of the Flat to the Purchaser/s, obtain from the concerned local authority occupancy and /or completion certificates in respect of the Flat.

14.2 Hoarding rights The Purchaser/s hereby consents that the Developer may and shall always continue to have the right to place/erect hoarding/s on the Project Land, of such nature and in such form as the Developer may deem fit and the Developer shall deal with such hoarding spaces as its sole discretion and the Purchaser/s agree/s not to dispute or object to the same. The Developer shall not be liable to pay any fees / charges to the association / apex body / apex bodies for placing / putting up the hoarding/s; provided that if any municipal taxes become payable for such use, then the same shall be borne and paid by the Developer and/or by the transferee (if any).

14.3 Retention The Developer may, either by itself and/or its nominees/associates/affiliates also retain some portion / units/ Flats in the Project which may be subject to different terms of use, including as a guest house / corporate Flats, under Relevant laws.

#### 14.4 Unsold Apartment(s)/Flat

14.4.1 All unsold and/or unallotted premises, areas and spaces in the Building, including without limitation, parking spaces and other spaces in the basement and anywhere else in the Building / Phase and Project Land shall always belong to and remain the property of the Developer at all times and the Developer shall continue to remain in overall possession of such unsold and/or unallotted premises and shall be entitled to enter upon the Project Land and the Building/ Wing to enable it to complete any unfinished construction work and to provide amenities and facilities as the Developer may deem necessary.

14.4.2 The Developer shall without any reference to the Purchaser/s, association / apex body / apex bodies, be at liberty to sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever all such unsold and/or unallotted premises and spaces therein, as it deems fit. The Developer shall be entitled to enter in separate agreements with the purchasers of different premises in the Building / Wing on terms and conditions decided by the Developer in its sole discretion and shall without any delay or demur enroll the new purchaser/s as member/s of the association / apex body / apex bodies. The Purchaser/s and / or the association / apex body / apex bodies shall not claim any reduction in the Consideration and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever. Further, the Developer shall not be liable to pay / contribute any amount on account of non-occupancy charges or for any other charges / fund provided for under the bye-laws, rules and regulations or resolutions of the association / apex body / apex bodies.

14.5 The Purchaser/s hereby consents to the Developer dividing the basement into car parking spaces, store rooms or storage spaces and/or any other areas as may be decided by the Developer subject however to the sanction of the local authority. The Developer shall be entitled to deal with such areas/spaces in any manner whatsoever.

14.6 Assignment: The Developer may at any time assign or transfer (by way of lease, mortgage, sale or otherwise), in whole or in part, its rights and obligations in respect of the Land/Project in accordance with Applicable/relevant Laws. On such transfer, the assignee or transferee of the Developer shall be bound by the terms and conditions herein contained.

#### 14.7 Additional Construction

14.7.1 The Purchaser hereby declares and confirms that he/ she/ they is/are agreeing and accepting the Developer's rights with respect to development rights, benefits and potential include the right to use, consume, enjoy assign and/or transfer the entire FSI, and/or TDR and/or Fungible area or any other development potentials in respect of and/or arising out of the said entire property and / or Layout as may be permitted by law, now or at anytime in future, as the Developers desire and deem fit in their sole, absolute and unfettered discretion. Consequent to the aforesaid, it is hereby expressly clarified, agreed and understood that the Developers shall always and at all times (including before and after execution and registration of the Deed/s of

Transfer as envisaged in this agreement) have the exclusive, absolute, irrevocable, unconditional and unrestricted right to and in respect of and shall be entitled to do and carry out, the following :-

- (a) The entire FSI/TDR/Fungible area including the unutilized, unconsumed and residual FSI and/or TDR, originating from or arising out of or available in respect of the said Land and the entire increased, additional and extra FSI/TDR/Fungible area which are now available and which may be available or granted and/or sanctioned at any time hereafter in respect thereof, on any account or due to any reason whatsoever, including on account of handing over to MCGM and/or any other Government or local body or authority, any part/s thereof affected by set-back and/or amenity space requirements and/or regulations and/or affected by any reservation, acquisition and/or requisition and/or due to any change in law, rules or regulations, shall absolutely and exclusively belong to and be available to the Developers. The Purchaser herein shall not have or claim any rights, benefits or interests whatsoever in respect thereof;
- (b) The Developers shall have the absolute, exclusive and full right, authority and unfettered discretion to sell, transfer and/or assign all or any of such FSI and/or TDR originating from or arising out of the said property or any part/s thereof, to or in favour of any person/s whatsoever, for such consideration and on such terms, conditions and provisions as may be desired and deemed fit by the Developers in their sole and unfettered discretion and as may be permitted by law;
- (c) The Developers shall, at all times hereafter including before or after execution and registration of the Deed/s of Transfer have unfettered unrestricted right to avail of the FSI and/or TDR as may be permissible under the entire construction effected by the Developers by utilising and consuming the FSI and/or TDR as aforesaid, shall be the absolute property of and exclusively belong to the Developers, who shall have the right and be entitled to sell, transfer and/or dispose of the same in any manner whatsoever, to any person/s whomsoever, for such consideration and on such terms, conditions and provisions as the Developers may desire and deem fit and proper in their sole and unfettered discretion; At present building plans sanctioned is for two wings i.e. Wing B and Wing C, each comprising of stilt plus 9 floors structure. However, in due course of time Developers may submit revised building plans in such manner wherein both or any of the wings may consist of further upper floor or the Developer may

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construct a further wing, the same being a combined project and/ or an independent project and that such modifications may also involve the said retained structure.

(d) The Purchasers shall not raise any objection or cause any hindrance in the said development/construction by the Developers whether on grounds of noise or air pollution or inconvenience, annoyance or otherwise or on the ground that light and/or air and/or ventilation to the said Flat or any part of the said building/ Wing/ Land is adversely affected or likely to be affected by such construction.

(e) The Purchaser expressly recognizes, confirms, agrees and consents to the Developers rights, benefits and interests as aforesaid and to what is mentioned hereinabove in this clause and the Purchaser and/or proposed society/s/ federation/ condominium shall not raise any objection or dispute in respect thereof.

(f) The terms, conditions and provisions of this clause shall always be of the essence of the contract.

## 15. Floor Space Index (FSI)

15.1 The Purchaser/s has/have been informed and is/are aware that the buildable area has been sanctioned for the said property as a single layout on the basis of the available Floor Space Index (“FSI”) and accordingly the Developer intends to develop the Land in multiple segments/phases.

15.2 Further, the Purchaser/s has/have been informed and acknowledge(s) that the FSI proposed to be consumed in the construction of the Building/s or wings/s of the said Wing B/ C may not be proportionate to the area of the physical Land on which it is being constructed and/or in proportion to the total area of the Land taking into account the FSI to be utilized for all buildings to be constructed thereon. The Developer in its sole discretion, may allocate such buildable FSI for each of the buildings being constructed on the Land/individual segment/phase as it thinks fit and the purchasers of the premises in such buildings (including the Purchaser/s) have understood the manner of consumption of the FSI as set out hereinabove and agree not to raise any claim or dispute thereof.

15.4 The Purchaser/s acknowledge(s) that the Developer shall be entitled to utilize and deal with all the development potential of the Land including the existing and future FSI and /or

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transferable development rights (“TDR”) heretofore sanctioned or as may hereafter be sanctioned and shall be entitled to use any or all such FSI and/or TDR for construction of buildings and development of facilities and/or amenities on any part of the Land or elsewhere as may be permitted and in such manner deemed fit by the Developer.

15.5 The Purchaser/s further acknowledge(s) that, at its sole discretion:

(i) the Developer shall be entitled to freely deal with other segments/phases comprised in the said project land (along with the loading of FSI/TDR or otherwise) including by way of sale/transfer to any entity as the Developer may deem fit.

(ii) the Developer may also sell/transfer its stake in the other phases to any person as it deem fit, in accordance to the then existing laws. The Purchaser/s has/have entered into this Agreement knowing fully well the scheme of development proposed to be carried out by the Developer on the Land.

15.6 The unutilized / residual FSI (including future accretions / enhancement due to change in law or otherwise) in respect of the said project land on which the proposed Project is being developed by the Developer in the manner set out hereinabove, shall always be available to and shall always be for the benefit of the Developer and the Developer shall have the right to deal / use the FSI / TDR as it may deem fit, without any objection/interference from the Purchaser/s / association / federation/apex body / apex bodies. In the event of any additional FSI in respect of the said property or any part thereof being increased as a result of the any favorable relaxation of the relevant building regulations or increase in incentive FSI or otherwise, at anytime, hereafter, the Developer alone shall be entitled to the ownership and benefit of the all such additional FSI for the purpose of the development and / or additions to the built up area on the Land as may be permissible.

15.7 Neither the Purchaser/s nor any of the other purchasers of premises in the buildings being constructed on the Land (including the Buildings/wings) nor the association /federation/ apex body / apex bodies to be formed of purchasers of premises in such buildings (including the Buildings/wings on the said Phase) shall be entitled to claim any FSI and/or TDR howsoever available on the Land. All FSI and/or TDR at any time available in respect of the Land in accordance with the Layout or any part thereof shall always belong absolutely to the Developer,

till the time the development of the entire Land as contemplated by the Developer is completed by the Developer and building(s) / Land is conveyed to the association / federation / apex body / apex bodies in the manner set out herein below.

15.8 The Purchaser/s or the association / federation/apex body / apex bodies of the purchasers shall not alter/demolish/construct or redevelop the Building or the Project Land or any part thereof until and unless the Building is in a dilapidated condition or unsuitable for habitation or pursuant to any requirement of any law or use any unutilized or increased FSI available on the Land. It is also agreed by the Purchaser/s that even after the formation of the association / federation/apex body / apex bodies, the Developer, if permitted by the MCGM and other authorities, shall be entitled to utilize further development potential (including fungible FSI), by putting up further construction on the Land and shall thereby continue to retain full right and authority to develop the Land and to utilize the entire FSI and / or any incremental development potential that may be available from time to time. Further, such potential or additional construction shall at all times be the sole property of the Developer who shall be at the liberty to use, dispose off, sell or transfer the same in such manner as the Developer may deem fit.

15.9 The Developers shall be entitled to the benefit of residue and/or additional floor space index in respect of the said properties that may be available from the Municipality or any other authority for any reason and that if it shall become possible or permissible to put up additions to the structures etc., by reason of increase in the ratio of the F.S.I. and/or by reason of availability of Transferable Development Rights (T.D.R.) or for any reason whatsoever the Developers shall be at liberty and entitled to consume utilize exploit and take advantage of such residuary and/or additional F.S.I. by putting up any number of additional floors over and above the building to be constructed and/or by constructing any other building in any portion the said properties and upload such particulars on the website of the Authority under 32 the Real Estate (Regulation and Development) Act, 2016 and thereafter the Developers shall be entitled to dispose of the flats and other premises in such additional structures and the Purchaser/s shall have no rights, title or interest in respect thereof or any part thereof and shall not object to the same on any ground whatsoever. The Purchaser/s shall not be entitled to any rebate and/or concession in the price of her/his/their flat on account of the construction of the additional flats etc. in the said building and/or on account of the construction of any other building and/or the changes, alterations and

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additions that may be made in such building or buildings and/or the plans thereof. It is agreed that the rights to utilize the F.S.I. as aforesaid once accrued to the Developers shall not get extinguished or be taken away by reason of any subsequent changes in law or for any other reasons whatsoever.

16. The Developer shall be entitled to create security on the said Land together with the building/s/ Wing/s being constructed thereon by availing loans/financial assistance/credit facilities from banks/financial institutions, against securities thereof, save and except the Flat agreed to be purchased by the Purchaser. The Developer shall be entitled to and be at liberty to sign mortgage deeds, loan agreements and other documentation whether legal or in English form or by way of deposit of title deeds, save and except the Flat, provided the Developer shall be the principal debtor and it shall be the sole responsibility of the Developer to repay such loan amount with interest, charges and expenses thereon, in any case on or before the assignment/transfer of the Land (or any part thereof) and building/s constructed thereon in favour of the association / apex body / apex bodies in accordance with terms hereinabove. The Purchaser/s hereby gives express consent to the Developer to raise such financial facilities against security of the Phase Land together with the building(s) being constructed thereon (including the Wing/Building) and mortgage the same with banks/financial institutions as aforesaid, save and except the Flat agreed to be sold to the Purchaser hereunder.

17. The Developer shall maintain a separate account in respect of sums received by the Developer from the Purchaser/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

18. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flats or of the said Plot and Building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Developer until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

19. It is clearly understood and agreed by the Parties that –

19.1 The Developer reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the Land and Project and any common rights of ways with the authority to grant such rights to the Purchaser/s and/or users of premises in the buildings being constructed on the Project (present and future) at all times and the right of access to the Project for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms, sewage treatment plant, underground tanks, substation of power supply company etc. situated on the Land and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities necessary for the full and proper use and enjoyment of the Project and if necessary to connect the drains, pipes, cables etc. under, over or along the Project Land appurtenant to each and every building to be constructed on the Project (including the Building) without in any way obstructing or causing nuisance to the ingress and egress of the Purchaser/s /other occupants of premises in building constructed on the Project Land till such time the Land is handed over to the society/condominium/limited company/ association/Apex Body/Apex Bodies/Federation.

19.2 Necessary provisions for the above shall be made in the transfer documents to be deeds of transfer/assignment/declaration/deeds of Flats to be executed in respect of the sale/transfer of premises in the buildings to be constructed on the Project Land. The Purchaser/s hereby expressly consents to the same.

20. Brand Name & Project Name

20.1 It is agreed by the Purchaser that the name of the Project “Sai Orchid and Sai Fortune Business Centre” or of the individual towers may be changed at the sole discretion of the Developer and the Purchaser/s shall not be entitled to raise any objection to the same.

20.2 It is further agreed by the Purchaser that the association of the brand name “Sai Orchid and Sai Fortune Business Centre” shall at all times be subject to the sole control of the Developer. It is agreed and accepted by the Purchaser/s that the Brand Name shall always be used in the form in which it is registered with the concerned authorities and the color combination, the design; the appearance shall not be changed under any circumstances,

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unless the Developer has himself informed in writing about any change in the logo/Brand Name. The Brand Name will be associated with the Project or Land including, the Building, as well as the association / apex body / apex bodies (which would be formed gradually), unless a different understanding is captured between the Developer and the association / apex body / apex bodies. It is further agreed that the association of the Brand Name shall not, under any circumstances, be construed as a license or any other interest granted to any person in the Brand Name and all intellectual property rights in and arising out of or connected with the Brand Name and ownership of the Brand Name shall at all times vest in and be held exclusively by the Developer. The Purchaser further agree/s to not use the Brand Name and / or any intellectual property in the Brand Name in any manner and for any purpose whatsoever except as otherwise permitted by the Developer. The Purchaser/s and the association / apex body / apex bodies of the Flat purchasers shall not be entitled to change the name of the Project / Building/s without written consent of the Developer.

## 21. Representations by Third Parties:

The Purchaser/s acknowledge(s), agree(s) and undertake(s) that the Purchaser shall neither hold the Developer or any of its sister concerns/ affiliates liable/ responsible for any representation(s)/ commitment(s)/offer(s) made by any third party to the Purchaser/s nor make any claims/demands on the Developer or any of its sister concerns/ affiliates with respect thereto.

## 22. BINDING EFFECT

Forwarding this Agreement to the Purchaser/s by the Developer does not create a binding obligation on the part of the Developer or the Purchaser/s until, firstly, the Purchaser/s signs and delivers this Agreement with all the schedules along with the payments due 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 Developer 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 Developer

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

### 23. Interest

23.1 All outstanding amounts payable by any Party under this Agreement to other Party shall carry applicable interest at the rate of

- (i) 2% (two percent) above the then existing SBI MCLR (State Bank of India – Marginal Cost of Lending Rate) per annum or
- (ii) such other rate of interest higher/ lower than 2% as may be prescribed under the Act/ Rules (“Interest”) from the date they fall due till the date of receipt/realization of payment by the other Party.

23.2 Any overdue payments so received will be first adjusted against Interest then towards statutory dues and subsequently towards outstanding principal amounts.

23.3 Without prejudice to the other rights of the Developer hereunder, the Developer shall in respect of any amounts remaining unpaid by the Purchaser under this Agreement, shall have a first charge / lien on the Flat and the Car Park(s) and the Purchaser shall not transfer his/her/their/its rights under this Agreement, in any manner whatsoever, without making full payment of all amounts payable by the Purchaser/s under this Agreement, to the Developer. It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the account of the Developer.

### 24. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat, as the case may be.

### 25. RIGHT TO AMEND

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This Agreement may only be amended through written consent of the Parties.

## **26. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/S / SUBSEQUENT ALLOTTEES**

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 of the Flat, in case of a transfer, as the said obligations go along with the Apartment/ Flat/ Commercial Unit for all intents and purposes.

## **27. SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

## **28. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion to the carpet area of the Flat to the total carpet area of all the flats in the Project.

## **29. FURTHER ASSURANCES**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

### 30. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Purchaser/s, in after the Agreement is duly executed by the Purchaser/s and the Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai.

31. The Purchaser/s and/or Developer shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Developer will attend such office and admit execution thereof.

### 32. Notices

32.1 Any notice, demand or other communication including but not limited to the Purchaser's default Notice to be served under this Agreement may be served upon any Party by registered post with acknowledgement due or through speed post or through courier service at the address mentioned below, or through e-mail or at such other address as it may from time to time be notified in writing to the other Party.

To the Purchaser:

Name:

Address:

Notified E-mail ID:

To the Developer:

Name:

Address:

Notified E-mail ID:

32.2 In case of more than one Purchaser/s, default notice, letters, receipts, demand notices to be served under this Agreement may be served upon to the first mentioned Purchaser/s onto the above mentioned address or any address later notified by the first mentioned Purchaser/s and the same shall be a sufficient proof of receipt of Default notice, letters, receipts, demand notices and other communication by all the Purchaser/s and the same shall fully and

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effectively discharge the Developer of its obligation in this regard. In case of change of address of the Purchaser/s, the same shall be informed to the Developer well in advance by the Purchaser/s.

It shall be the duty of the Purchaser/s and the Developer to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Developer or the Purchaser/s, as the case may be.

### **33. JOINT PURCHASERS**

That in case there are Joint Purchasers all communications shall be sent by the Developer to the Purchaser/s 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 Allottees.

34. If the Purchaser/s desire/s to sell or transfer his/her/their interest in the Flat or desires to transfer give the benefit of this Agreement to anyone else and if the Developer agrees to give such consent then and in such event simultaneously with the Developers granting to the Purchaser/s the consent as herein contemplated the Purchaser/s shall pay to the Developers such sum of the Developers may in their absolute discretion determined by way of transfer charges and administrative and other costs charges and expenses of the pertaining to the sale. It is clearly understood and agreed that unless such amount is paid to the Developers by the Purchaser/s the Developers shall not be bound or liable to consent to such transfer and that the Developers are not obliged to consent to transfer even if the Purchaser/s is/are willing to pay such charges.

### **35. Stamp Duty and Registration**

The charges towards stamp duty and Registration of this Agreement and other incidental costs and charges shall be borne by the Purchaser.

### **36. Dispute Resolution**

WITHOUT PREJUDICE

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Regulatory Authority at Mumbai as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

37. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and Mumbai courts will have the jurisdiction for this Agreement.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Mumbai in the presence of attesting witness, signing as such on the day first above written.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Description of “the said Land”)

ALL THAT immovable property being land admeasuring 1146.2 sq. meters bearing C.TS. No. 5948 of Village Ghatkopar Kirol, Taluka Kurla and bearing corresponding Final Plot No. 28 of T.R.S, III, Tilak Road, Ghatkopar (East) together assessed under N Ward bearing Nos.91/(1)/418 and situate at Tilak Road Ghatkopar (East), Mumbai 400 077 within the Registration District and Sub District of Mumbai Suburban.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of “the said Flat”)

Flat bearing No. \_\_\_\_\_ on the \_\_\_\_\_ (\_\_\_\_\_) Floor admeasuring \_\_\_\_\_ Sq. Mt. \_\_\_\_\_ Sq. Mt. equivalent to \_\_\_\_\_ Sq. Ft. (RERA carpet area) [\_\_\_\_\_ Sq. Mt. equivalent to \_\_\_\_\_ Sq. Ft. (DCR carpet area)] alongwith Car Parking Facility for \_\_\_\_\_ (\_\_\_\_\_) Cars in the New Building known as “SAI ORCHID AND SAI FORTUNE BUSINESS CENTRE” proposed on the said Land more particularly described in the First Schedule hereinabove written.

IN WITNESS WHEREOF the parties hereto have caused this Agreement executed the day and year first hereinabove written.

WITHOUT PREJUDICE

SIGNED AND DELIVERED BY THE WITHIN NAMED DEVELOPER:

NAME AND SIGNATURE	PHOTO	THUMB IMPRESSION
M/s SAI SHAKTI REALTORS		

In the presence of:

1.)

2.)

SIGNED AND DELIVERED BY THE WITHIN NAMED PURCHASER:

NAME AND SIGNATURE	PHOTO	THUMB IMPRESSION

In the presence of:

1.)

2.)