AGREEMENT FOR SALE

This AGREEMENT FOR SALE is made at Mumbai this _____ day of _____ 2019

BETWEEN

M/S. DENSITY REALTY PVT. LTD., a Private Limited Company incorporated under the provisions of Indian Companies Act, 1956, having its registered office at **Office No. 06, Anand Shopping Center, Gaushala Lane, Daftary Road, Malad (East), Mumbai – 400 097**, hereinafter referred to as the **"DEVELOPER"** (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **One Part**;

AND

(1) Mr./Mrs./Ms. _____,
(2) Mr./Mrs./Ms. _____
and (3) Mr./Mrs./Ms. _____,
having their address at _____
_____
_____ hereinafter called and referred to as the "**Purchaser**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include **IN CASE OF** an individual his/her/their respective heirs, executors, administrators and permitted assigns **AND IN CASE OF** a partnership firm or Limited Liability Partnership, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors, administrators and permitted assigns of the last survivor **AND IN CASE OF** a company its successors and permitted assigns **AND IN CASE OF** Hindu Undivided Family (HUF) Karta and all coparceners, members of HUF from time to time, their respective heirs, executors, administrators and permitted assigns **AND IN CASE OF** a Public Charitable Trust, all Trustees constituting Trust and the

heirs, executors, administrators of surviving Trustees and permitted assigns, **AND IN CASE OF** Private Trust/ Settlement, all Trustees constituting Trust beneficiaries and the heirs, executors, administrators of surviving Trustee and permitted assigns) of the **Other Part**.

WHEREAS:

A. Prior to the year 1925, originally one Dr. Vishnu Sitaram Sukhatanakar was well and sufficiently entitled to all that piece and parcel of land bearing (i) Plot No.14, area admeasuring about 552.60 sq. mtrs. bearing Survey No. 340, Hissa No. 1(part), corresponding CTS No. 328 together with the structures then standing thereon ("**First Property**") and (ii) Plot No.15, area admeasuring about 543 sq. mtrs., bearing Survey No. 340, Hissa No.1 (part), corresponding CTS No. 329 together with the structures then standing thereon ("**Second Property**") both of Village Malad (East), Taluka Borivali, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and shown in red colour boundary line on the plan annexed hereto and marked as **Annexure "A"** and more particularly described in the First Schedule hereunder written.

B. By an Indenture of Conveyance dated 02nd July, 1925 duly registered under No. 3626/1 dated 09th July, 1925 Dr. Vishnu Sitaram Sukhatanakar sold, transferred and conveyed the First Property and Second Property to Shri. Anandilal Bansidhar Podar for the consideration and on the terms and conditions mentioned therein.

C. Since the said Shri. Anandilal Bansidhar Podar have purchased the First Property and Second Property on behalf of the partnership firm namely "Anandilal Podar and Company" and have paid consideration in respect of the First Property and Second Property out of the fund belonging to the said firm Anandilal Podar and Company, the said Shri. Anandilal Bansidhar Podar vide

Declaration dated 10th December, 1939 registered under No. BOM/2580/1940 have declared that the First Property and Second Property belongs to the Anandilal Podar & Company and the purchase money/consideration in respect of the First Property and Second Property has been paid out of the funds belonging to the Anandilal Podar and Company of which he was then partner.

D. The said Anandilal Podar & Company through its partners by an Indenture dated 25th January, 1967 duly registered under No. BOM/1243/1967 sold the First Property to Ismail Haji Bapubhai for the consideration and on the terms and conditions mentioned therein.

E. The said Ismail Haji Bapubhai died leaving behind him as his only legal heirs his two sons viz. Mustafa Ismail Nadiadwalla and Mohammed Yacub Nadiadwalla, who then became entitled to the estate of the deceased in the First Property, and by virtue thereof they became the absolute owners and seized and possessed of and otherwise well and sufficiently entitled to the First Property.

F. The said Anandilal Podar & Company through its partners by an Indenture dated 04th March, 1957duly registered at the office of the Sub-Registrar of Assurances at Bombay under No. BOM/1665/1957 sold the Second Property to Smt. Mahalaxmi Chhotabhai Patel W/o Chhotabhai Desaibhai Patel for the consideration and on the terms and conditions mentioned therein.

G. By Indenture dated 11th August, 1960 duly registered at the office of the Sub-Registrar of Assurances at Borivali under No. BOM/6270/1960, made and executed between Smt. Mahalaxmi Chhotabhai Patel, therein referred to as the Vendor, Chhotabhai Desaibhai Patel therein referred to as the Confirming Party and Jagdishprasad Madhavprasad Goel, therein referred to as the Purchaser, the said Smt. Mahalaxmi Chhotabhai Patel with the consent and confirmation of Chhotabhai Desaibhai Patel sold the

Second Property to Jagdishprasad Madhavprasad Goel for the consideration and on the terms and conditions mentioned therein.

H. The said Jagdishprasad Madhavprasad Goel died in Mumbai on 20th December, 1972 leaving behind him as his only legal heir his widow Radhadevi Jagdishprasad Goel, who then became entitled to the estate of the deceased in the Second Property, and by virtue thereof she became the absolute owner seized and possessed of and otherwise well and sufficiently entitled to the Second Property.

I. The Second Property was the self-acquired property of said late Jagdishprasad Madhavprasad Goel. However, City Survey Authorities had entered the name of Smt. Radhadevi Jagdishprasad Goel and Shri. Govindram Madhavprasad Goel (brother of Jagdishprasad Goel) in property card of the Second Property in place of his deceased brother said Jagdishprasad Madhavprasad Goel inter alia on the basis of declaration dated 26th day of June, 1981 given by Smt. Radhadevi Jagdishprasad Goel widow of the said Jagdishprasad Madhavprasad Goel to concerned authorities.

J. Vide an Indenture dated 20th December, 1985 duly registered under No. AS/4368/1985, said Smt. Radhadevi Jagdishprasad Goel sold, transferred and conveyed the Second Property to Mr. Hasmukh Chunilal Oza for the consideration and on the terms and conditions mentioned therein.

K. As in view of the Notification dated 29th November, 2007 published in Govt. Gazette, it was decided by the State Government to repeal the Urban Land (Ceiling and Regulation) Act, 1976 with effect from 1999, the Addl. Collector & Competent Authority has vide an Order bearing No. KC/ULC/6(__)/SR-__V-968 dated 02nd July, 2005 and in view of the implementation of the Urban Land (Ceiling and Regulation) Repeal Act, 1999 acquire the portion of the Second Property being 43 sq. mtrs. treating the same as an excess land ("**Acquired Property**").

L. By virtue of the Order dated 02nd July, 2005 Mr. Hasmukh Chunilal Oza was entitled to the balanced land admeasuring about 500 sq. mtrs. bearing Plot No. 15, C.T.S No. 329 of Village Malad (East), Taluka Borivali, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban, together with structures then standing thereon, (hereinafter be referred to as the **"Balance Portion of Second Property"**).

M. On Property Register Card name of Government of Maharashtra also recorded on dated 16th January, 2006 as Holder, for an area admeasuring 43.0 sq. mtrs. being Acquired Property out of the total area of the Second Property, as per order from Hon'ble District Collector and Competent Authority (U.L.C.).

N. As per Order from Hon'ble District Collector of Mumbai Suburban District and Competent Authority (U.L.C.) of Municipal Corporation of Greater Mumbai of dated 18th January, 2000 the First Property was acquired by Government of Maharashtra on dated 18th April, 2005. Pursuant to the aforesaid Order, names of Mustafa Ismail Nadiadwalla and Mohammed Yacub Nadiadwalla was deleted and name of Government of Maharashtra has been recorded on Property Register Card as Holder, and on Property Register Card Tenure also recorded as "G" i.e. Government Land.

O. Vide an Indenture of Conveyance dated 03rd day of July, 2012 duly registered at the office of the Sub-Registrar of Assurances at Borivali-2 under Serial No. BDR/5/6823/2012, the said Hasmukh Chunilal Oza sold, transferred and conveyed the Balance Portion of Second Property to M/s. Density Realty Pvt. Ltd. (being the Developer herein) and pursuant to the aforesaid Indenture of Conveyance dated 03rd day of July, 2012 said Mr. Hasmukh Chunilal Oza had handed over possession of the Balance Portion of Second Property to the Developer herein and Developer is

seized and possessed of and otherwise well and sufficiently entitled to the Balance Portion Second Property.

P. Since, name of the late Govindram Madhavprasad Goel was inserted with respect to the Second Property, revenue authorities declined to incorporate the name of the Developer as owner/holder without submitting registered documents from late Govindram Madhavprasad Goel or his heirs in favour of Hasmukh Oza.

Q. The Developer with a purpose to save time, efforts and resources, approached (1) Mr. Manish Govindram Goel, (2) Mrs. Sarita Vishwanath kejriwal, and (3) Mrs. Kusum Vijay Gupta, being heirs of late Govindram Madhavprasad Goel and requested them to execute formal deed in favour of Hasmukh Oza so as to delete name of late Shri. Govindram Madhavprasad Goel from property card and revenue records of the Balance Portion of Second Property.

R. Vide a Consent Deed dated 08th June, 2018 duly registered at the office of the Sub-Registrar of Assurances at Borivali-1 under Serial No. BRL-4/8488/2018, (1) Mr. Manish Govindram Goel, (2) Mrs. Sarita Vishwanath kejriwal, and (3) Mrs. Kusum Vijay Gupta (being heirs of late Govindram Madhavprasad Goel inter alia transferred and assigned their purported undivided share, rights, title and interest in the Balance Portion of Second Property in favour of the said Hasmukh Oza on the terms and conditions mentioned therein.

S. As the Consent Deed dated 08th June, 2018 was executed by (1) Mr. Manish Govindram Goel, (2) Mrs. Sarita Vishwanath kejriwal, and (3) Mrs. Kusum Vijay Gupta (being heirs of late Govindram Madhavprasad Goel) was executed in favour of Hasmukh Oza, to ratify and confirm the title of the Developer, vide a Deed of Ratification cum Confirmation dated 26th November, 2018 duly registered at the office of the Sub-Registrar of Assurances at

Borivali-4 under Serial No. BRL-417239/2018, the said Hasmukh Oza inter alia ratified and confirmed that the Developer herein is the owner of and in possession of the Balance Portion of Second Property.

T. The First Property bearing C.T.S No. 328 area admeasuring 552.70 sq. mtrs and C.T.S No. 329 (part) (being Acquired Property), area admeasuring 43 sq. mtrs. belongs to the Government of Maharashtra and Balance Portion of Property bearing CTS No. 329 (pt.) admeasuring 500 sq. mtrs. owned by the Developer herein aggregating to area admeasuring 1095.70 sq. mtrs. or thereabout situated at Malad, Taluka Borivali situate at Off Poddar Road, Dwarkadish Marg, Malad (East), Mumbai 400 097, Mumbai Suburban District alongwith structures (now demolished) which is described in the Firstly, Secondly and Thirdly in Second Schedule hereunder written and unless referred to individually, the First Property, Balance Portion Second Property and Acquired Property shall collectively be referred to as the "**Property**".

U. The structures (now demolished) (hereinafter referred to as **"Erstwhile Structures"**) standing on the Property were occupied by 68 slum dwellers (hereinafter referred to as **"Slum dweller/s/Occupant/s/s"**).

V. The Slum Dwellers/Occupants formed a Society in the name of Ambawadi Co-operative Housing Society (Proposed) and the same is not yet registered ("**Society**").

W. The Property has been declared as Slum under the provisions of Section 3C(1) of Maharashtra Slum Area (Improvement, Clearance, Redevelopment) Act, 1971 by Maharashtra government notification dated 31st July, 2015 the CEO (SRA) by the Chief Executive Officer (SRA).

X. Vide a Development Agreement dated 14th August, 2011 between Society and Developer read with Development Agreement dated 15th February, 2016 Society has authorised the Developer to develop the Property and Society has also executed Power of Attorney dated 14th August, 2011 in favour of the Developer.

Y. The Developer has entered into agreements with the Slum Dweller/s and the Slum Dweller/s / Occupant/s give their consent as required under the provisions of Slum Act. Under the said agreements, the Slum Dweller/s/Occupant/s have inter alia agreed to vacate their respective tenements in their occupation in the Erstwhile Structures and hand over vacant and peaceful possession thereof to the Developer for the purposes of redevelopment of the Property, by demolishing the Erstwhile Structures and constructing new buildings thereon and in consideration thereof, it has been agreed to provide to each of the eligible slum dweller/s permanent new alternative accommodations each in the new building/s to be constructed on the Property.

Z. On Dated 28th December, 2017 Maharashtra Shasan (Government Of Maharashtra) has issued Annexure II;

AA. The Letter of Intent dated 19th June, 2018 bearing No. SRA / ENG / 2911 / PN / STGL & PL / LOI ("**LOI**"), issued in favour of Society and Developer with respect to the Property.

BB. SRA addressed letter dated 20th June, 2018 to the Collector (Mumbai Suburban District), being land owning authority, to give their NOC for development of the Property under Regulation 33 (10) of the DCR within 30 days from the date of receipt of letter, failing which NOC shall deemed to have been granted in accordance with DCR 33 (10) read with sub-clause 2.8 of Appendix – IV. Collector did not raise any objections and thus NOC is deemed to have been granted by the State of Maharashtra/Maharashtra Shasan.

CC. The Railway Authorities have granted their No objection to SRA by Letter dated 05th February, 2019 as per terms and conditions mentioned therein.

DD. Portion of the Property has gone back to road set back and Developer shall handover to MCGM/concerned authority as per direction of SRA/concerned authorities. Furthermore the Property is reserved for Municipal Market and falls under Local Commercial Zone. The Developer shall construct the Retail Market and handover the same to MCGM/SRA/concerned authority as per terms and conditions of permissions/approvals/sanctions/ LOI.

EE. Under the circumstances, Developer is the owner of the Balance Portion of Second Property and also entitled to develop the First Property/Acquired Property. Pursuant to individual agreements with the Slum Dwellers, the slum dwellers have vacated the Property.

FF. On dated 29th August, 2018 Intimation of Approval **("IOA")** bearing No. SRA / ENG / 2911 / P-N / PVT & STGOVT / 0049 / 20170223 / IOA / CB-1 (Composite Building), for composite building (consisting of rehab components and saleable components) on the Property have been sanctioned by SRA. The copies of the LOI, property register card and IOA is annexed hereto & marked as **Annexure "B", "C" and "D"** respectively.

GG. As per the sanctioned plans the Developer is entitled to construct composite building ("**Composite Building**") consisting 2 basement + ground +7 upper floors.

HH. On dated 29th August, 2018 Commencement Certificate **("CC")** bearing No. SRA / ENG / 2911 / P-N / PVT & STGOVT / 0049 / 20170223 / IOA / CB-1 (Composite Building), in respect of the Composite Building has been issued by SRA. A copy of the

Commencement Certificate are annexed hereto and marked as **Annexure "E"**.

II. The Developer appointed Architect M/S. Prism Architects & Interior Designers registered with the Council of Architects No. CA / 2002 / 29357, as project Architect and has entered into a standard Agreement with him, as per the format of agreement prescribed by the Council of Architects. The Developer has appointed Haresh L. Patel, as Structural Engineer for the preparation of structural designs and drawings of the building/s to be constructed on the Property. The Developer has accepted the professional supervision of the said Architect and the said Structural Engineer or such other Architect and Structural Engineer as the Developer may appoint till the completion of the project.

JJ. The Developer will in due course of time submit further plans by utilising F.S.I/Fungible area of the building being constructed on the Composite Building, so that ultimately Composite Building may consist of 02 Basement + Ground +15th Upper Floors.

KK. The LOI, IOA and CC shall be hereinafter collectively referred to as the "**Building Approvals**".

LL. It is clarified that as per the existing Building Approvals, only a part of the presently available development potential of the Property is being utilised and the Developer shall from time to time be making applications to the SRA (and other concerned authorities) for amendments to the already approved plans and for issuance of further revised LOI, Intimations of Disapproval/Approval and issuance of further Commencement Certificate/s or revalidations of the existing Commencement Certificate/s in accordance with amended plans as may be approved at any time hereafter, such that the entire available development potential of the Property is completely consumed in the course of construction of the Composite Building on the Property and accordingly, the plans for

construction of the Composite Building on the Property are subject to further modifications. It is further clarified that in the course of construction of the Composite Building, the Developer shall be consuming on the Property maximum permissible development potential as per the provisions of the prevailing DCR, including but not limited to the following:

a. entire development potential available for consumption on the Property by way of floor space index (hereinafter referred to as "**the FSI**") emanating from the Property in the form of base land FSI, which can be consumed free of costs thereon;
b. entire development potential available for consumption on the Property by way acquiring of FSI by way of payment of premium to the Government of Maharashtra or any other statutory authorities including but not limited to the MCGM and SRA;
c. The aforesaid development is a Slum Rehabilitation Scheme, wherein the Free Sale FSI/Sale Components/TDR is generated as a cross-subsidy due to construction of Rehabilitation units of slum dwellers/occupants. By payment of requisite premium, the Fungible FSI/Area is also generated. The aforesaid FSI/TDR/Fungible FSI belongs solely to the Developer, who may decide where, when and how to use/load/consume/generate etc. the same within the Property;
d. entire development potential available for consumption on the Property by acquiring compensatory fungible FSI in accordance with concerned/prevailing Development Control Regulations; and
e. entire development potential available to the Developer under the applicable and concerned provisions of Development Control Regulation 2034 ("**DCR 2034**") including but not limited to additional FSI as may be

available due to declaration of the Slum Dwellers (who are presently declared to be ineligible for rehabilitation) as being eligible for rehabilitation, under the said Policy or by addition of new slum dwellers who are presently or were occupying slum structures in the vicinity or at the periphery of the Property, by virtue of their inclusion in the said scheme/project of redevelopment implemented by the Developer on the Property.

MM. In accordance with condition of LOI, the Developer has from time to time, paid entire land premium required to be paid to SRA, in respect of the First Property and Acquired Property.

NN. In the circumstances aforesaid, the Developer is inter alia entitled to sell all flats/premises/units/area, other tenements and car parking spaces consisting of free sale components on such terms and conditions as it may deem fit.

OO. One Smt. Hajrabi Gani Sayyed filed a Suit No. 2508 of 2018 ("**Suit**") in Bombay City Civil Court at Bombay, Borivali Division at Dindoshi against Developer herein for seeking reliefs as prayed therein and the Suit is pending. There is no adverse order is passed against the Developer in the Suit.

PP. The Purchaser/s is desirous of acquiring a **Flat/Shop/Office bearing No. _____, on _____ Floor of Wing _____ of Composite Building to be known as "MAGIC SQUARE" admeasuring _____ Sq. Ft. carpet area,** (as defined by the Real Estate [Regulation & Development] Act, 2016; hereinafter referred to as "**RERA**") as shown on the typical floor plan hereto annexed as **Annexure "F"**, bounded by Red Colour line, (hereinafter referred to as the "**Premises**") and has requested the Developer to allot to him/her/them the Premises. Acceding to the aforesaid request of the Purchaser/s, the Developer agrees to allot to the Purchaser/s, and the Purchaser/s agree/s to acquire

from the Developer, the Premises for the consideration and on the terms and conditions hereinafter appearing.

QQ. A Certificate of Title dated 15th February, 2019 issued by Mr. Ratnakar Singh (Advocate, High Court) Certifying title of the Developer to develop the Property is annexed hereto as **Annexure "G"**.

RR. The redevelopment of the Project by the Developer has been registered with the Real Estate Regulatory Authority ("**Authority**"), under the provisions of Section 5 RERA read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("**RERA Rules**"). The Authority has duly issued the Certificate of Registration No. _____ dated _____-_____-_____ for the Project and a copy of the RERA Certificate is annexed and marked as **Annexure " H "** hereto.

SS. Prior to execution of this Agreement the Purchaser/s has/have demanded inspection from the Developer and the Developer has given inspection to the Purchaser/s of all documents of title relating to the Property and also the plans, layout, designs and specifications prepared by the Developer's Architects, the certificate of title, revenue records and all other documents and all other documents as specified under RERA, including the rules and regulations made there under or any other applicable law.

TT. Prior to execution of this Agreement the Purchaser/s has/have examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/their Advocates and Planning and Architectural consultants. The Purchaser/s has/have agreed and consented to the development of the Project. The Purchaser/s has/have also examined all

documents and information uploaded by the Developer on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.

UU. The Purchaser/s, after being fully satisfied about the facts stated hereinbefore and the right and authority of the Developer to develop the Property and the Composite Building in particular by virtue of the said agreements and permissions granted by the statutory authorities, has/have agreed to purchase the Premises from the Developer and the Developer has agreed to sell the same to the Purchaser on the terms and conditions hereinafter set out.

VV. Under provisions of RERA, the Developer is required to execute a written Agreement for Sale in respect of the Premises agreed to be sold to the Purchaser and the Parties are therefore, executing these presents. The Purchaser/s shall lodge this Agreement for registration before the concerned Sub-Registrar for Registration and upon intimation of the same to the Developer, the Developer or the Authorized person of the developer shall attend the office of Sub-registrar and admit execution thereof so as to get it registered under the provisions of Indian Registration Act, 1908.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO:

1. The Recitals above form an integral part of this Agreement and are not repeated in the operative part only for the sake of brevity and the same should be deemed to be incorporated in the operative part also as if the same were set out hereinafter and reproduced verbatim.

2. In this Agreement unless there is anything inconsistent with or repugnant to the subject or context (a) singular shall include plural

and vice versa and (b) masculine shall include feminine and vice versa.

3. The Developer proposes to construct Composite Building to be known as "**Magic Square**" consisting of 02 Basement + Ground + 15th Upper Floors. The Developer is constructing the Composite Building "**Magic Square**", in accordance with the Building Approvals, plans, specifications and designs approved/that may be approved by Slum Rehabilitation Authority (SRA) which have been seen and approved by the Purchaser, with such variations and modifications as the Developer may consider necessary or as may be required by the concerned authorities or government from time to time or become necessary due to architectural and structural reasons. The Purchaser is aware that at present building plans in respect of Composite Building are sanctioned up to 07th upper floors. The Developer will in due course of time, submit amended plan in respect of Composite Building so that ultimately Composite Building will consist of ground & up to 15th floors. This shall operate as an irrevocable consent in writing of the Purchaser to the Developer carrying out such changes in the building plans. PROVIDED FURTHER that the Developer is entitled to implement the Scheme to the fullest extent by carrying out such additional development and/or alterations and/or additions and/or modifications in the Composite Building and/or other building/s/structure/s to be constructed on the Property, more particularly described in the Second Schedule hereunder written. This shall operate as an irrevocable consent in writing of the Purchaser to the Developer carrying out such changes in the building plans.

4. The Developer has agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Developer, the said Premises bearing **Flat/Shop/Office bearing No. _____, on _____ Floor of Wing _____ of Composite Building**

to be known as "MAGIC SQUARE" admeasuring _____ Sq. Ft. carpet area, (hereinafter referred to as the "**Premises**"), more particularly described in the Third Schedule hereunder written, being constructed on the Property for a consideration of **Rs. _____/- (Rupees _____ Only)** which is inclusive of the proportionate cost of common area. Purchaser has expressly agrees that 10% of the Full Purchase Consideration mentioned hereinabove shall be considered as Earnest amount (hereinafter referred to as **"Earnest Money"**). As incidental to purchase of the Premises, Purchaser will be entitled to use _____ (_____) car parking spaces which shall be identified by the Developer at the time of possession. The total consideration required to be paid by the Purchaser to the Developer in respect of the Premises alongwith _____ Parking Space works out to **Rs. _____/- (Rupees _____ Only)** (hereinafter referred to as **"Purchase Price**") which shall be paid by the Purchaser to the Developer as under:-

(i) Rs. _____/- (Rupees _____ Only) being earnest money deposit paid prior to execution hereof;

(ii) Rs. _____/- (Rupees _____ Only) upon execution of this Agreement;

(iii) Rs. _____/- (Rupees _____ Only) to be paid on or before completion of plinth of the Composite Building in which the Premises is situated.

(iv) Rs. _____/- (Rupees _____ Only) to be paid on casting of 01st slab;

(v) Rs. _____/- (Rupees _____ Only) to be paid on casting of 02nd slab;

(vi) Rs. _____/- (Rupees _____ Only)
to be paid on casting of 03rd slab;

(vii) Rs. _____/- (Rupees _____ Only)
to be paid on casting of 04th slab;

(viii) Rs. _____/- (Rupees _____ Only)
to be paid on casting of 05th slab;

(ix) Rs. _____/- (Rupees _____ Only)
to be paid on casting of 06th slab;

(x) Rs. _____/- (Rupees _____ Only)
to be paid on casting of 07th slab;

(xi) Rs. _____/- (Rupees _____ Only)
to be paid on casting of 08th slab;

(xii) Rs. _____/- (Rupees _____ Only)
to be paid on casting of 09th slab;

(xiii) Rs. _____/- (Rupees _____ Only)
to be paid on casting of 10th slab;

(xiv) Rs. _____/- (Rupees _____ Only)
to be paid on casting of 11th slab;

(xv) Rs. _____/- (Rupees _____ Only)
to be paid on casting of 12th slab;

(xvi) Rs. _____/- (Rupees _____ Only)
to be paid on casting of 13th slab;

(xvii) Rs. _____/- (Rupees _____ Only)
to be paid on casting of 14th slab;

(xviii) Rs. _____/- (Rupees _____ Only) to be paid on completion of the Walls, internal plaster, floorings, doors and windows of the Premises;

(xix) Rs. _____/- (Rupees _____ Only) to be paid to the Developer on completion of the Sanitary fittings, staircases, lift wells, lobbies up to the floor level of the Premises;

(xx) Rs. _____/- (Rupees _____ Only) to be paid to the Developer on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the Composite Building in which the Premises is located;

(xxi) Rs. _____/- (Rupees _____ Only) to be paid to the Developer on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, of Composite Building in which the Premises is situated;

(xxii) Rs. _____/- (Rupees _____ Only) to be paid on possession being offered by the Developer to the Purchaser/s.

5. The Purchaser hereby acknowledges and agrees that the aforesaid carpet area of the Premises is always subject to a minor variation of up to +/-3% of the carpet area, and the Purchaser shall have not object to the same in any manner whatsoever.

6. The Developer shall confirm the final carpet area of the Premises that has been allotted to the Purchaser after the construction of the Composite Building is complete and the O.C. is granted by the SRA. The Purchase Price payable by the Purchaser for the

Premises shall stand adjusted proportionately, subject to a variation cap of 3%.

7. The Purchaser 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 any taxes, charge or levy which may be increased and/or imposed by the SRA, competent authority, Local Bodies/Government from time to time. The Developer undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, taxes, or levies imposed by the competent authorities etc., the Developer will enclose the said notification/order/rule/regulation, published/ issued in that behalf to that effect.

8. The Purchaser shall make the aforesaid payments in the favour of the Developer either by way of cheque/banker's cheque/RTGS/NEFT as under:

a. If by way of cheque or banker's cheque in favour of : **"M/s. Density Realty Pvt. Ltd. (RERA)".**

b. If by way of RTGS/NEFT :

(i) **Name of Account Holder** : M/s. Density Realty Pvt. Ltd. (RERA)

(ii) **Name of Bank** : The Cosmos Co-operative Bank Ltd.

(iii) Name of Branch and Address : Malad (East), & Office, Shop No. 1, 2, 3, Khandwala Arcade, Daftary Road, Pushpa Park, Malad East, Mumbai, Maharashtra 400097.

(iv) **A/c. No.** : 0461001011918.

(v) **IFSC Code** : COSB0000046.

The Purchaser shall on making a payment via RTGS/NEFT share with the Developer the UTR Code to identify the payment.

9. The time for payment of aforesaid amounts shall be essence of the contract. The Developer will inform the Purchaser about completion of the aforesaid work and the Purchaser are bound to pay the amounts due for each instalment within 7 (seven) days of Developer dispatching such intimation Under Certificate of Posting at the address of the Purchaser or by email ID as given in these presents. The Developer will keep Certificate of their Architects certifying that the Developer has carried out given item of work and such certificate will be open for inspection by the Purchaser at the office of the Developer and such certificate shall be valid and binding upon the Purchaser and the Purchaser agrees not to dispute the same in any manner whatsoever.

10. The Purchaser hereby confirms that the Purchase Price mentioned hereinabove is net amount. In addition to the aforesaid consideration, the Purchaser shall also pay to the Developer amount of Service tax, VAT, GST or any other charges, taxes or levies, by whatever name it may be called and whether payable by Developer and/or Purchaser for sale of Premises to the Purchaser herein. The Purchaser shall also pay all kinds of statutory payments and liabilities (whether payable as per present Law(s) and/or as per future Law(s) including any judicial view, review, interpretation and for reason(s) whatsoever) for sale of the Premises to the Purchaser herein. The same shall be paid and/or settled by the Purchaser immediately without making the Developer herein liable/responsible for the same in any manner whatsoever. In case of any delayed payment towards any and/or all charges, taxes, duties, levies, cess etc. whether direct or indirect (including but not limited to service tax, VAT, etc) by the Purchaser, the Purchaser shall be liable to pay any/all penalty, interest etc. that may be levied by such Authority along with interest as per State Bank of India highest Marginal Cost of Lending Rate prevailing at the time of respective due date plus 2% per annum on the delayed payment to the Developer.

11. The Purchaser is aware in accordance with section 194 IA of the Income Tax Act, 1961, TDS has to be deducted @ of 1% of the consideration or such other rate as may be prescribed by Income Tax Authorities from time to time including the amount of taxes, if any, while making any payment to/crediting the account of the Developer under this Agreement. The amount so deducted by the Purchaser is required to be paid to the Income Tax Authorities within the time notified by the Government from time to time. As required under the Income Tax Act, 1961 the amount of TDS deducted shall be paid by the Purchaser electronically only by using Form No. 26QB. The TDS shall be acknowledged/credited by the Developer, only upon the Purchaser submitting the original TDS Certificate within the time notified by the Government from time to time and the amount of TDS as mentioned in the certificate matches with the data available with the Income Tax Department concerning the tax deducted at source on behalf of the Developer in the prescribed Form No. 26AS of the Developer. The Purchaser further agrees and undertakes that if the Purchaser fails and/or neglects to deduct the tax at source or fails to pay the same after deduction to the Income Tax Authorities, the Purchaser alone shall be deemed to be an Assessee in default in respect of such tax and the Developer shall not be liable for any statutory obligations/liability for non-payment of such TDS.

12. The Purchaser however agrees that at the time of handing over the possession of the Premises, if any certificate, as contemplated in Clause 9 herein is not produced, the Purchaser shall pay equivalent amount as interest free deposit with the Developer, which shall be refunded by the Developer on the Purchaser producing such certificate within 90 days of possession. Provided further that in case the Purchaser fails to produce such certificate within the stipulated period of the 30 days from the end of the

month in which such payment was made or credit was given, the Developer shall be entitled to appropriate the said deposit against the receivable from the Purchaser.

13. The Purchaser agrees to pay to the Developer interest as per prevailing State Bank of India highest Marginal Cost of Lending Rate plus 2% per annum on all the amounts which become due and payable by the Purchaser to the Developer under these presents, including towards maintenance charges from the date the said amount becomes due, until actual payment. It is clarified and the Purchaser accords his irrevocable consent to the Developer to appropriate any payment made by him, notwithstanding any communication to the contrary, in the following manner :

    (i) Firstly towards any cheque bounce charges in case of dishonour of cheque.

    (ii) Secondly, towards interest, if any, payable by the Purchaser for delayed payments;

    (iii) Thirdly, towards costs and expenses for enforcement of this Agreement and recovery of the Purchase Price, dues and taxes payable in respect of the Premises.

    (iv) Fourthly, towards outstanding dues including Purchase Price in respect of the Premises or under the Agreement.

14. Purchaser expressly agrees and undertakes that a cheque issued pursuant to this Agreement is not honoured for any reason whatsoever including but not confined to 'insufficient funds', 'stop payment' or 'account closed' then the Purchaser shall pay to the Developer 2.5 (two point five) per cent of the value of the cheque in question, as Cheque Bouncing Charges to the Developer. If the amount of the dishonoured cheque and the Cheque Bouncing Charge as aforesaid, is not cleared in the first instance, the Cheque Bouncing Charges shall increase by 5 (five)

per cent of the value of the dishonoured cheque incrementally for every further instance.

15. In the event of the Purchaser making any default in the payment of any amount that may become due and payable by the Purchaser to the Developer under this Agreement, (including his proportionate share of taxes and/or other outgoings) on their respective due dates (time being always of essence) and/or in observing and performing any of the terms and conditions of this Agreement, the Developer will be at liberty to terminate this Agreement. PROVIDED ALWAYS that the power of termination hereinbefore contained shall not be exercised by the Developer unless the Developer has given to the Purchaser 30 (thirty) days prior notice in writing of its 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 and default shall have been made by the Purchaser in remedying such breach or breaches within the aforesaid notice period of 30 days. PROVIDED FURTHER that upon termination of this Agreement, the Developer shall subject to adjustment and recovery of any amount that may have become due and payable by the Purchaser to the Developer as well as the Earnest Money paid by the Purchaser and any amount paid to third parties by the Developer on behalf of the Purchaser including but not limited to brokerage charges, as agreed amount of liquidated damages (**'Agreed Liquidated Damages'**), refund the balance amount without interest to the Purchaser within 30 business days from the day of execution and registration of Deed of Cancellation. The Developer shall not be liable to pay to the Purchaser any interest on the amount so refunded or any other amount or compensation on any ground whatsoever. It is agreed between the Parties, that the Developer shall make such refund by way of cheque, if any, by registered post acknowledgment due at the address mentioned herein, whether encashed by the Purchaser

or not, will be considered as the payment made by the Developer towards such refund and the liability of the Developer in terms of the said refund shall come to an end forthwith. Further, the Developer shall not be liable to reimburse to the Purchaser any Government Charges paid by them such as stamp duty, registration charges, Service Tax, VAT, GST etc. Upon the termination of this agreement, under this clause, the Developer shall be at liberty to sell the Premises to any other person of their choice and at such price and terms & conditions as the Developer may deem fit and the Purchaser shall not object to the same in any manner whatsoever. However, if the Purchaser failed and/or neglected to register or cause to be registered the Deed of Cancellation within 30 days from the date of termination, then the Developer shall be entitled to unilaterally register the Deed of Cancellation and the Purchaser has hereby granted absolute right, power and authority in regard thereto. It is also expressly agreed that execution/non-execution of Deed of Cancellation shall not in any manner restrain the Developer from selling, alienating/creating third party right in respect of the said Premises to a new Purchaser/Financial institution.

16. Subject to the Purchaser not being in breach of any of the terms hereof and the Purchaser having paid to the Developer all the dues and amounts hereunder including the Purchase Price, the Developer shall endeavour to provide possession of the Premises to the Purchaser on or before the estimated date of 31st December, 2021 with an additional grace period of 12 (twelve) months and any further extension as may be applicable pursuant to Force Majeure Event as defined herein (**'DOP'**) + additional grace period of 12 (twelve) months + further extension as may be applicable pursuant to Force Majeure Event as defined herein (**'Extended DOP'**). For the purpose of this clause, the Full Purchase Price shall include the interest/penalty payable by the Purchaser to the Developer in accordance with the terms of this

Agreement, VAT/Service Tax/GST as well as other amounts payable by the Purchaser as provided in this Agreement.

17. For the purpose of these presents, "**Force Majeure Event**" shall mean any event or circumstance or combination of events or circumstances set out below that affects the Developer in the performance of his obligations in accordance with the terms of this Agreement:

(i) By reason of earthquake, flood, fire or any act of God; or

(ii) Any change in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the building; or

(iii) Any notice, order, rules, notification of the Government, SRA or other public or competent authority; or

(iv) Any restraint and/or injunction and/or prohibition order of any court and/or any other judicial or quasi-judicial authority and/or any statutory or competent authority; or

(v) Any change in law, or any prohibitory order of any court against development of Property or authority which affects the performance of the Developer under this Agreement; or

(vi) Delay in sanction of building plans or further permissions or grant of any NOC/permission/licence/connection by the Concerned authorities (not on account of any default on part of the Developer); or

(vii) War, Act of terrorism, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, etc.; or

(viii) Non-availability of steel and/or cement or any such building material; or

(ix) Reason recorded in clause 20 (o) herein below.

For the purposes of this clause, a reasonable extension of time will, at least, be equivalent to the aggregate of the period of the subsistence of an event or events stipulated in this clause and a 03 (three) months recommencement period.

18. The Parties agree that if on account of Force Majeure Event, construction is delayed then; the date of handing over possession of the Premises will automatically stand extended to that extent.

19. If the Developer fails or neglects to give possession of the Premises to the Purchaser within 30 (thirty) days of expiry of Extended DOP, save and except as stated hereinabove or any reasons beyond their control :-

a. the Developer shall inform the Purchaser the revised date by which the Premises is likely to be ready for being offered for possession. On receipt of such written intimation, unless the Purchaser elects to terminate this Agreement in terms of Clause 19(b) below the DOP mentioned in Clause 16 shall stand revised to and substituted by revised date communicated by the Developer. The Developer shall credit interest as per prevailing State Bank of India highest Marginal Cost of Lending Rate plus 2% per annum to the Purchaser for the period from the first date after the expiry of Extended DOP till the date on which possession is finally offered to the Purchaser;

or

b. the Purchaser shall be entitled to, after giving 30 days' notice in writing to Developer, to terminate the Agreement and thereupon the Developer shall be liable on demand to

refund to the Purchaser amount already received by him in respect of the Premises along with interest at as per prevailing State Bank of India highest Marginal Cost of Lending Rate plus 2% per annum from the date of the receipt of such amount till payment, against the Purchaser executing and registering requisite deed of cancellation. Till the entire amount along with interest thereon is refunded by the Developer to the Purchaser, the same shall, subject to prior encumbrance, if any, be charge on the Premises. It is agreed that upon refund of the said amount together with interest as stated hereinabove, the Purchaser shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Premises and/or against the Developer in any manner whatsoever and the Developer shall be entitled to deal with or dispose of the Premises to any person or party as the Developer may desire at his absolute discretion.

20. The Developer has informed to the Purchaser and the Purchaser is aware and confirms that:

(a) The development of the Property is being carried out by the Developer is under D.C. Regulation 33(10) read with Appendix IV and also read with concerned/applicable Regulations under DCR 2034.

(b) The Purchaser is aware that at present, Scheme is sanctioned with FSI 3.15. The Developer may in due course of time submit revised scheme so that ultimately SRA may permit FSI up to 4 or above.

(c) At present, Free Sale Component built up area is 1976.97 sq. mtrs., out of which built up area of 1804.33 sq. mtrs. plus proportionate fungible area is permitted to be utilised in Situ within the Property. SRA may grant Revised LOI in due course of time thereby the sale component that may be permitted to be utilised in situ within the Property will

stand changed accordingly and the Developer is permitted to use all such FSI/Fungible FSI/TDR/Development potential at their sole discretion.

(d) As per the scheme formulated by the State Government/SRA only after completion of the entire development of the Property, SRA will execute or caused to be executed, Lease in respect of the First Property and Acquired Property in favour of the Society for such period as may be decided by SRA/State Government of Maharashtra.

(e) The Developer will execute either separate Lease in respect of the First Property/Acquired Property or jointly with Maharastra Shashan/State Government of Maharashtra SRA/Concerned Authorities/Government, in favour of the Society or any other Organisation that may be formed by the Developer alongwith purchasers of the premises in the Composite Building.

(f) Developer shall solely be entitled to consume/utilize/grant/ generate any/all the sale component FSI/TDR/Fungible FSI/any other development potential that may be permitted under LOI or any part of the Property including the land underneath of Composite Building .

(g) The Developer may at their option instead of utilising Sale Component at situ, opt for grant of TDR in lieu of the Sale Component and the Purchaser herein as well as other premises purchasers shall have no claim or demand of any nature whatsoever in respect thereof.

(h) Neither the Purchaser herein nor the slum dwellers/occupants of the premises in Rehab Component

shall have any right in respect of the First Property/Acquired Property/ Balance Second Property/Property and/or Composite Building or any part thereof. Similarly the purchasers of the premises (comprising of free sale components) shall have no right, title, interest, claim or demand of any nature whatsoever in respect of the remaining area/FSI/Fungible FSI/TDR/any other benefit that may accrue to the share of the Developer in any manner whatsoever in respect of the Property or any part thereof.

(i) At present building plans in respect of Composite Building are sanctioned for ground plus 07th Upper Floors.

(j) The Developer will in due course of time, submit further plan to utilise fungible area in respect of entire building being constructed on the Property and/or load FSI that may be available to them from Sale Component on Composite Building so that ultimately the Composite Building may consist of ground plus 15th Upper Floors.

(k) The Purchaser hereby agrees and consents to the same and grants his irrevocable consent to the Developer to carry out the development as aforesaid. The Developer has agreed to sell the Premises to the Purchaser based on the aforesaid assurance only.

(l) The Developer has informed the Purchaser that SRA has sanctioned the Composite Building with deficient open space. The Purchaser will not be entitled to make any claim against the Developers and/or SRA for compensation in future on account of sanction of building plans with deficient open space. The Purchaser is further aware that the Developer has given an undertaking to the SRA that they will not misuse Part Terrace/Pocket/Terrace or

Basement, Parking Area, Refuge Area, Society Office, Fire and Electric Duct, Electric Meter Room, etc. The said Undertaking will be binding upon not only the Developer but the flat/premises purchasers in the Composite Building/Project including the Purchaser herein.

(m) The Purchaser hereby agrees and consents to the same and grants his irrevocable consent to the Developer to carry out the development of the Property. The Developer has agreed to sell the Premises to the Purchaser based on the aforesaid assurance only.

(n) It is further agreed that save and except the aforesaid terrace over the top most floor in the Composite Building (the top most floor may change due to vertical extension of the Composite Building as envisaged by the Developer), the Developer is entitled to sell or allot or grant for exclusive use on a license or leasehold basis, the terrace/s or pocket terrace/s or extended balcony/ies, which may be abutting the respective premises for the exclusive use of the purchaser/s of such premises. Further the Developer may at its sole and absolute discretion, grant license or lease for exclusive use or maintenance in respect of the terraces to the purchaser/occupant of the premises that is abutting the terrace. The terrace shall not be enclosed by such purchaser/occupant without the permission in writing obtained from the MCGM/SRA and all other concerned planning authorities and the Developer. The Purchaser hereby give his no–objection to such rights retained by the Developer for such terraces and the Purchaser shall not object thereto and/or claim any such terraces and/or any part thereof as common areas and/or have/make any other claim in respect of such terraces against the Developer and/or its nominee/s/ allottee/s /transferee/s/ licensee/s.

(o) In the event the Developer desires to amend the Approved Layout Plan or Composite Building plans or common areas and amenities within the Composite Building for valid reasons or otherwise, then, the Purchaser undertakes to give his consent for the same within reasonable time and the same shall not be unnecessarily withheld and the Purchaser and/or any one claiming through/under him shall not be entitled to demand any compensation/benefit of any nature whatsoever including but not limited to monetary consideration/compensation/area etc. If Purchaser along with requisite numbers (as provided under RERA) of other purchasers of the premises/flats in the Composite Building, fail to give consent as required under RERA within reasonable time, then time for handing over possession of Premises is deemed to have been extended till such consent is not given by the requisite numbers of the purchasers. Notwithstanding anything contained herein, if the requisite number of allottees/purchasers (wherein the Purchaser herein have not been approached for consent or fails to give consent, as the case may be) have issued their consent for such amendment to the Approved Layout Plan or Composite Building plans or common areas, then NOC is deemed to have been granted by the Purchasers herein.

21. The Purchaser shall, within 15 days of receiving intimation from the Developer that the Premises is ready for use and occupation, take possession of the Premises after payment of the balance consideration as well as all other amount that are payable under this Agreement. The upkeep and maintenance of Premises shall thereafter be the responsibility of the Purchaser, irrespective of whether he chooses to occupy, use or possess the Premises or not. The Purchaser further agrees that regardless of whether he takes possession or not, the Purchaser shall be solely liable for any loss or damage that arises from the destruction, deterioration or

decrease in value of the Premises, and shall not hold the Developer liable for the same.

22. Commencing a fortnight after notice in writing is given by the Developer to the Purchaser that the Premises is ready for use and occupation, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the area of the Premises) of outgoings in respect of the Property and the Proposed New Building including local taxes, betterment charges, development charges etc. (by whatever name it is/may be called) lease rent or ground rent payable to State of Maharashtra/SRA or such other taxes, charges or levies by the concerned local authority and/or government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the Property and the Composite Building constructed thereon. The Purchaser shall also be liable to bear and pay proportionate share (i.e. in proportion to the carpet area of the premises) the maintenance and other outgoings in respect of all other common areas, amenities and facilities of the Proposed New Building. The Purchaser further agrees that till the Purchaser's share is so determined, the Purchaser shall pay to the Developer/Society/Proposed Society provisional monthly contribution of Rs. _____/- per sq. ft. towards the aforesaid outgoings. It is however clarified this amount does not include the proportionate share of local taxes, betterment charges, development charges etc. (by whatever name it is/may be called) lease rent or ground rent payable to MCGM/SRA or such other taxes, charges or levies by the concerned local authority and/or government, which shall be determined by the Developer and duly notified to the Purchaser. It is further clarified that the aforesaid amount of Rs. _____/- per sq. ft. is merely provisional in nature, and the ultimate liability of the Purchaser shall be as per actuals. The Purchaser shall pay an amount

equivalent to twelve months provisional contribution as security deposit on or before taking possession of the Premises. The Purchaser shall pay such provisional contribution quarterly in advance on the 5th day of each and every quarter and shall not withhold the same for any reason whatsoever. The Developer shall be entitled to utilise such amount for the aforesaid purposes in the manner they deem fit and proper. The Purchaser shall be liable to pay electricity bill of individual meters separately.

23. The Purchaser shall, prior to taking possession of the Premises examine and satisfy himself with the area of the Premises and the said amenities/fixtures. Thereafter, the Purchaser shall have no claim against the Developer with respect to the Premises or any other amenities/fixtures of the Composite Building or any amenities/fixtures alleged not to have been carried out completed therein or not being in accordance with the plans, specifications and /or this Agreement and / or otherwise.

24. The Purchaser shall use the Premises agreed to be sold to the Purchaser only for the purpose for which it is meant and will not use the same for any other purpose, without obtaining the prior written consent of the Developer.

25. Save and except parking space, if any, which may be agreed to be allotted to the Purchaser, remaining car parking spaces are meant for the purchasers of other flats/premises/tenements in the Composite Building/ Project and/or other buildings to be constructed on the Property. The Purchaser shall be entitled to use car parking space, if any, allotted to him only for purpose of parking his own vehicle. The Purchaser is required to park his Vehicle in the designated parking bay only.

26. For the effective management of parking spaces in the Composite Building/ Project and in order to avoid any later disputes, the Developer shall earmark parking spaces (mechanical/stack in

basement) of the Composite Building/ Project, for exclusive use thereof by certain acquirers of premises in the Composite Building/ Project depending on availability. The Purchaser agrees that the Developer shall be entitled to do such earmarking at its discretion and the Purchaser hereby accepts the decisions taken by the Developer in relation to such earmarking of car parking spaces. The Purchaser hereby confirms that the Purchaser has no objection to the same and that the Purchaser shall not park his car/s at any other place in the Composite Building/ Property/ Project other than specifically designated for the parking of the vehicles of the Purchaser. The Purchaser hereby agrees and undertakes that the Purchaser shall bear the costs and expenses of the maintenance of such Parking. The Purchaser shall not refuse to bear such costs and/or expenses on any ground whatsoever and howsoever arising.

27. The service area provided for servicing the electrical, plumbing and other utility services of kitchen and toilets shall be used for the purpose of such servicing only.

28. The Purchaser agrees that the Developer shall always have a right to utilize/consume/generate entire FSI/TDR, that may be sanctioned by SRA from time to time by making additions, alterations, increase floors or utilise it on any other part or claim FSI/TDR in lieu thereof of the Property, as may be permitted by the SRA or other concerned authorities. Such additions, alterations and additional floors/FSI/Fungible Area/TDR will be the sole property of the Developer. The Developer will be entitled to use the terrace including the parapet wall for any purposes including display of advertisements and sign boards and the Purchaser/Organisation/Society/ Apex body/ any other organisation shall not be entitled to raise any objection or claim or any abatement in the price of the Premises agreed to be acquired by him and/or claim any rent, compensation or damage on the

ground of inconveniences or any other ground whatsoever from the Developer.

29. The Developer and/or its nominees or transferees shall be entitled to put up and display any logo, board, hoarding or other display material on the external walls of the Composite Building or on the terrace including the parapet wall thereof, and/or on the Property or any part thereof and said logo, board, hoarding or other display material may be illuminated or comprising of neon-sign and for that purpose the Developer are fully authorized to allow temporary or permanent construction or erection or installation either on the terrace or terraces or on the exterior of the Composite Building or on the Property, as the case may be and the Purchaser agrees not to object or dispute the same in any manner whatsoever. In such event, after the Property is transferred in favour of the Society or proposed society or Limited Company or Apex body or any other organisation, the Developer or their nominee(s) including the acquirer of the said site and/or the aforesaid rights from them shall hold and enjoy the said right as Lessees from the Society or Limited Company or Condominium or Proposed Society or Apex body or any other organisation subject to payment of lease rent of Rs. 1/- (Rupee One Only) per month per site, beside the amount of actual municipal taxes and other expenses directly linked to the said site. In such case, the Developer and/or their Licensees shall be entitled to have free access to the part of the Property on which such logo, board, hoarding or other display and electric installation provided therefore at any time. The Purchaser herein and the Society or Limited Company or Condominium or Proposed Society or Apex body or any other organisation shall not do anything whereby either value of such logo board or hoarding site or the transmission or functioning of such transmission towers shall he impaired or prejudicially affected in any manner whatsoever.

30. The Purchaser further confirms that the Developer and/or his nominees or transferees shall, be entitled to put up Mobile Receiver, Dish Antenna and other such communication equipment and/or allow to be put up hoardings on the Sale Plot or on the said Building or buildings to be constructed thereon and the said hoarding may be illuminated or comprising of neon sign and for that purpose the Developer is fully authorized to allow temporary or permanent construction or erection or installation either on the terrace or terraces or on the exterior of the Composite Building or on the Property as the case may be and the Purchaser agrees not to object or dispute the same.

31. The Society/Limited Company/Condominium/Apex Body/ Proposed Society/ any other organisation, that may be formed by the Purchaser/s of the premises/units/flats etc. in the Composite Building shall not charge from the Developer or its nominee/s or transferee/s any amount by way of monthly maintenance charges or any other charges or outgoings for use of such terraces, compound walls, display or advertisements or hoarding, etc. other than as set-out hereinabove.

32. The Developer shall be entitled to club/amalgamate the slum scheme sanctioned in respect of the Property with any other slum scheme and/or rehabilitate the slum dwellers of the other scheme in the Composite Building proposed to be constructed on the Property. The Parties do hereby declare, agree and confirm that the FSI/TDR which may be available/generated on account of such clubbing/amalgamation of the slum schemes shall absolutely and exclusively belong to and be available to the Developer and the Developer shall have good right, full power and absolute and unfettered authority to:

a. the FSI for constructing any new and additional structures/wings or floors on the Composite Building or on

any part of the layout of the Property thereon and/or otherwise howsoever, as the Developer may desire and deem fit and proper and the TDR generated from the same and Purchaser hereby grant their irrevocable consent to the same;

b. sell/transfer the TDR generated from such scheme/amalgamation in the open market and to receive and appropriate to themselves the sale proceeds in respect thereof;

c. sell/alienate the units/flats constructed thereon to third party/ies and appropriate the consideration thereof, without any recourse/claim from the Purchaser/s either individually or through the Society/Proposed Society/ Proposed Company/Condominium/Apex body/ any other organisation and

d. The Developer shall be entitled to amalgamate the layout/development of the Property with any other adjacent property and/or amalgamate the present scheme with any other scheme and to apply for and obtain the necessary sanctions, permissions, orders, NOCs, approvals, etc. for such amalgamation, and to develop the Property along with the amalgamated plot/s in accordance therewith. The Developer shall be entitled to provide access from/through the Property to such amalgamated plot or otherwise. The location, area, size and extent of such access shall be as may be decided by the Developer at its absolute discretion. The Purchaser/s shall not raise any objection to or dispute such amalgamation with the Property by the Developer. It is clarified that the occupants of the premises in the sale component of such amalgamated plot shall be entitled to use the common facilities and amenities provided by the Developer in the Composite Building or sale portion of the Property and the Purchaser/s herein shall not raise any objection and/or dispute the same.

33. As may be required by the Adani Electricity Mumbai Limited or Tata Power Company Limited or Maharashtra State Electricity Board or any other authorised electricity providers, a substation room may be provided to such electricity provider in any part of the layout of the Property for supplying electricity to the Composite Building on the Property and/or any part thereof and/or to the buildings constructed in the vicinity of the Property; and the Purchaser hereby grant his irrevocable consent to the Developer for the same. The Developer may be required to and if so required, the Developer shall make the requisite applications to the land owning authority to execute a deed of lease/sub-lease/conveyance in favour of any concerned electricity provider for such area on which the substation room is to be provided as may be required. The Purchaser shall not raise any objection and/or obstruction towards the putting up and construction of the electric substation and its structures and allied constructions, room/s, pipes and boxes, electrical meters, cables, connections and other matters in this connection and shall extend all co-operation and assistance as may, from time to time, be necessary in this respect as per the rules and requirements of the electricity provider. The lease to be executed in favour of the Society or Organisation or Proposed Federation/Apex Body (as the case may be) shall be subject to such lease/sub-lease/conveyance as may be executed in favour of such electricity provider.

34. The Developer shall at its discretion be entitled to give/grant right of way/access or other easementary rights to any building/structure/wing within the Property or in the vicinity of the Property or in favour of any other person/s over or through the Property or any part thereof and the Developer shall be entitled to sign, execute and register the deed or agreement of grant of right of way or other easement, as the case may be and all types of agreements and writings as the Developer may deem fit

and proper without there being any claim/recourse/objection from the Purchaser/s either individually or through the Society or Organisation or the Proposed Federation/Apex Body; and the Purchaser/s hereby grants his/her/their irrevocable consent and confirmation for the same. Any such documents executed by the Developer shall be binding on the Purchaser and the said Society or Organisation (defined hereinbelow) and the Proposed Federation/Apex Body.

35. If within a period of five years from the date of occupation certificate or handing over possession of the Premises to the Purchaser, whichever is earlier, the Purchaser brings to the notice of the Developer any structural defect in the Premises or the wing in which the said Premises is situated or any defects on account of workmanship, quality, then wherever possible such defects shall be rectified by the Developer at its own cost and in case it is not possible to rectify such defects then the Purchaser shall be entitled to receive from the Developer reasonable compensation for such defect. However, if the Purchasers carries out any alteration or addition or change in the said Premises without obtaining prior written permission of the Developer and of the concerned authorities wherever required, then, in that case the liability of the Developer shall come to an end and the Purchaser alone shall be responsible to rectify such defect or change at his own cost.

36. The Purchaser shall ensure while, carrying out any work in the Premises that the water proofing treatment given by the Developer in the toilet, kitchen or any other area is not damaged. If while carrying out the work, the water proof base coat is damaged or any defect occurs and as a result thereof water is leaked into the flat/premises adjoining or below the Purchaser's Premises and/or in any other flat, then the Purchaser alone shall be responsible to rectify such defects at his own cost immediately after receiving communication from the Developer and/or from

the Purchaser of the Flat/Shop/Office/Premises in whose Flat/Shop/Office/Premises there is leakage. If the Purchaser fails to carry out the said work within a period of seven days from the date of receiving communication about the leakage, the Developer and/or purchaser of the Flat/Shop/Office/Premises in whose Flat/Shop/Office/Premises there is a leakage shall be entitled to enter the Premises of the Purchaser and rectify the defect entirely at the costs of the Purchaser.

37. The Developer agrees to construct the Composite Building as per Building Approvals and specifications approved by the SRA and provide amenities and facilities in the Premises as well as common area/limited common area and all facilities and amenities of standard quality as per the specification and list of amenities set out in Fourth Schedule hereunder written. The Purchaser confirms that the specifications, fixtures, fittings and amenities mentioned in **Annexure "I"** hereto are tentative, and are subject to availability of the same. In case of unavailability, the Developer is entitled to give an equivalent product and the Purchaser hereby irrevocably grants his consent to the same.

38. The Purchaser shall have no claim on the Property, save and except in respect of the Premises agreed to be sold to the Purchaser in the Composite Building, all open space lobbies, terraces, staircases etc., will remain the property of the Developer until the whole Composite Building is transferred to the Society/proposed Society/Company/Association. It is expressly agreed by and between the parties that the Purchaser shall share the Common areas and facilities provided by the Developer and facilities appurtenant to the Premises with the other occupants of the Composite Building.

39. The Developer proposes to execute within a period of 12 months from the date of obtaining Full Occupation Certificate, conveyance of super structure in favour of the Society or

Organisation (defined herein below)/Apex Body/Federation, as the case may be, subject to (i) right of the Developer to dispose of unsold premises, if any; and receive entire consideration amount and outstanding dues from the purchasers; and (ii) to consume the entire balance FSI due to change in law or policies of any authority on the Property; and (iii) to use all internal roads and all the facilities, amenities and services for such future and/or ongoing development or otherwise. Lease of the Property will be executed by SRA as per their policy and Developer in favour of Organisation only after completion of the development of the Property as per scheme envisaged herein.

40. It is clarified that the Developer is not the owner of the First Property and/or Acquired Property and does not have or hold the rights to convey or grant the lease in respect of the First Property and/or Acquired Property more particularly described Firstly and Secondly in the Second hereunder written in favour of the Society or Organisation or the Proposed Apex Body/Federation (as the case may be) and accordingly, it is clarified that the only obligation of the Developer in this regard shall be to make the requisite applications to the concerned authorities and to make reasonable endeavours for execution of the Lease as aforesaid in favour of the Society and/or Organisation or the Proposed Apex Body/Federation (as the case may be). The proposed lease deed or other instrument of transfer in favour of the Society/Proposed Organisation or the Proposed Apex Body/Federation (as the case may be) shall be in accordance with the provisions of the DCR, 2034 or amendment thereto or re-enactment thereof, as may be adopted from time to time by the SRA/Government of Maharashtra. It is however clarified that any amount required to be paid to the Developer and MCGM/SRA/Government of Maharashtra statutory authorities towards lease rent, premium etc. with respect to the First Property, Acquired Property and Balance Second Property more particularly described in Firstly, Secondly

and Thirdly in the Second hereunder written in favour of Society/Organisation Proposed Apex Body/Federation (as the case may be) or any other amount shall be borne solely by such Organisation Proposed Apex Body/Federation (as the case may be) or the flat/premises purchasers including Purchaser herein proportionately.

41. The Purchaser has understood the aforesaid and the Purchaser hereby agrees and undertakes with the Developer that the Purchasers shall never hold the Developer responsible and/or liable in any manner whatsoever, if the concerned authorities including SRA/MCGM/ Government of Maharashtra do not execute the lease deed or any other document of transfer in respect of the First Property/Acquired Property more particularly described in Firstly and Secondly in the Second hereunder written in favour of the Society/Organisation or the Proposed Apex Body/Federation (as the case may be). Moreover, the execution of the documents for effectuating lease shall be subject to such terms and conditions as may be prescribed by the SRA, the MCGM and/or any other concerned authorities and/or the Government of Maharashtra and the Purchaser hereby agrees and undertakes that the Purchaser shall not challenge or raise a dispute with regard to any of such terms and conditions, which may be onerous in nature.

42. The Purchasers confirms having received from the Developer full, free and complete inspection of documents of title, plans, and all other particulars in respect of the Property. The Purchaser further confirms that he has entered into this Agreement after inspecting and verifying the aforesaid documents and after duly satisfying himself about the nature of title, plans, details and all other information relating to the said Project, the Premises and the Composite Building. The Purchaser confirms that notwithstanding anything mentioned in any advertisement,

publicity, brochure or any other material that might have been previously issued by the Developer and/or his brokers/marketing agents, the only amenities and facilities that has been agreed to be provided by the Developer in the Premises and/or the Composite Building and the Purchaser has agreed to purchase the Premises on that basis only. The Purchaser hereby agrees and undertakes not to make any claim on the basis of any such previous advertisement, publicity, brochure or any other material and the Developer has agreed to sell the Premises to the Purchaser on the basis of such assurance only.

43. The Developer may form a Co-operative Society or the Limited Company of the Purchasers of the Flat/Shop/Office/Premises of free sale Flat/Shop/Office/Premises/Car Parking space in accordance with law. The Purchaser herein along with the other purchasers of premises in the Composite Building shall fully co-operate with the Developer in forming and registering the new society, and for that purpose, from time to time, sign and execute applications and other documents to become a member and to sign and return all the documents including Bye-Laws to the Developer within seven days of receipt, thereof, time being of the essence, so as to enable the Developer to register the society of all the Purchasers under section 13 of the Real Estate (Regulation and Development) Act, 2016. The Purchaser shall not raise any objection if any changes or modifications are made in the draft Bye-Laws or the Memorandum of Association and Articles of Association as may be required by the Registrar of Co-operative Societies or by other Authority.

44. In the event of the new society or the Limited Company or Apex Body/Federation ("**Organisation**") being formed and registered before the sale and disposal of all the Developer's Premises in the Composite Building, to be constructed on the Property, the power and authority of the Society/Organisation shall be subject to the

overall authority and control of the Developer over any of the matters concerning the Composite Building, the construction and completion thereof and all amenities appertaining to the same. The Developer shall have absolute authority and control as regards the unsold Flat/Shop/Office/Premises/Parking Spaces/Terraces etc. and the disposal thereof. The Society/Organisation shall, on intimation by the Developer be liable to admit such Purchaser as its member without asking any transfer fee or amount, save and except entrance fees, share application money and security deposit for maintenance charge like other Purchaser.

45. The Purchaser shall observe and perform all bye laws, rules and regulations that may be formed by Society/proposed Society/Organisation, regarding the occupation and use of the Premises and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

46. The Purchaser agrees and undertakes not to sell, transfer and assign the Premises to any other person before becoming a member of the Society/ Proposed society/ Company/ Condominium/Organisation. In case the Purchaser desires to sell or transfer the Premises before formation of the Proposed society/Company/Condominium/Organisation, he/she shall be entitled to do so only with the prior written consent of the Developer herein, such request will be considered only if the Purchaser has paid Purchase Price and all other payments payable by him/her/them under this Agreement to the Developer.

47. The Purchaser shall pay/deposit with the Developer the following amounts:

    (i) Rs. _____/- for the entrance fee as well as share application money;

(ii) Rs. _____/- for legal charges for preparation of this Agreement;

(iii) Rs. _____/- for legal charges and other expenses for formation of a Society and/or a limited Company/ Association of persons;

(iv) Rs. _____/- for security deposit towards maintenance charges and other outgoings;

(v) Rs. _____/- for water, electric charges/deposit;

(vi) Rs. _____/- as Development charges.

48. The Developer shall maintain a separate account in respect of sums received by them on account of share capital for the formation of Society/ Limited Company/ Apex Society/ Organisation or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received. The Developer shall also be entitled to adjust the deposits of the Purchaser towards any moneys payable by them to the Developer hereunder.

49. Notwithstanding anything contained in this Agreement, the Purchaser hereby agrees to regularly and punctually contribute and pay his proportionate share towards any additional and further costs, charges, expenses, Municipal taxes, all other outgoings etc. in respect of the Premises and the amenities provided therewith. The Purchaser shall not be entitled to ask for adjustment of the deposit amounts mentioned herein against the expenses, taxes, other outgoings etc. levied by Slum Rehabilitation Authority/Municipal Corporation of Greater Mumbai and local authorities.

50. The Purchaser for himself with an intention to bring all persons unto whomsoever hands the Premises may come, doth hereby represent to the Developer as follows:

(i) That he has independently investigated and conducted due diligence and has satisfied himself in respect of the title of the Property, after being given complete inspection of all documents relating to title of the Property, including sufficient time to go through this Agreement and all other ancillary documents.

(ii) That he waives his right to raise any questions or objections to the title of the Developer and of the said Building and Premises, considering all the queries have been sufficiently answered/satisfied by the Developer.

(iii) That he has entered into these presents after understanding and accepting the terms mentioned herein after taking advice of professionals and well-wishers, if required, and shall not subsequently raise any grievance with respect to any clauses contained herein.

51. The Purchaser for himself with intention to bring all persons unto whomsoever hands the said Premises may come, doth hereby covenant with the Developer as follows:

(i) Not to make any structural changes or alteration/modification in the Premises, failing which the obligation of the Developer to repair/rectify any defect of any nature whatsoever, shall cease forthwith.

(ii) Not to use the Premises for any purpose other than as set out in these presents nor use the same for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other premises in the Composite Building or for any illegal or immoral purpose. The Purchaser agree/agrees not to change the user of the Premises without the prior knowledge and consent in writing of the Developer. It is also expressly agreed that, any unauthorised

change of user by the Purchaser shall render this agreement voidable at the instance of the Developer and the Purchaser in such an event shall not be entitled to any right arising out of this Agreement.

(iii) The Project and the Composite Building name shall not be changed at any time by the Purchaser or Society or the Organisation without the prior written consent of the Developer.

(iv) Not to change the exterior, outside elevation, inside passages and staircases, or the colour scheme of the Composite Building. The Purchaser further agrees not to put up grills outside the window of the Premises agreed to be purchased by him without obtaining the permission of the Developer in writing. If the grills are permitted then it will have the same design for all as specified by the Architects of the Developer and no other grills.

(v) Not to install air conditioner compressor or satellite dish on the external façade of the Composite Building save and except the services ducts or such other specifically designated area as provided by the Developer for installation of air conditioner compressors and satellite dish.

(vi) Not to affix/install any sign, name or display boards, or any hoardings or neon lights in, out or about the Premises, the Composite Building and/or in any part of the Project, without the prior written permission of the Developer and/or the Society/Organization and/or the Apex Body, as the case may be;

(vii) Not to hang clothes, garments or any other item or things from the balcony, windows or terrace or any other place

appurtenant to the Composite Building/Premises, save and except in the areas designated for the said purpose;

(viii) Not to keep flower-vase outside the Composite Building/ Premises on the parapet or chajja or in the common area of the Composite Building;

(ix) Not to construct/erect any brick or masonry wall/ partition/ loft/ mezzanine in the Premises or to make any other structural additions or alterations of a temporary or permanent nature therein;

(x) Not to use the service area provided for servicing the electrical, plumbing and other utility services of kitchen and toilets for any other purpose save and except such servicing only.

(xi) Not to demand partition of the Purchaser interest in the Property/Composite Building, it being expressly agreed, understood and confirmed by the Purchaser that the Purchaser's interest therein is impartible and not to demand any sub-division of the Property and/or Composite Building or the Project or any part thereof;

(xii) To maintain Premises, at the Purchaser's own cost in good and tenantable condition from, the date of possession, and shall not do or suffer to be done anything in the Composite Building in which the Premises are situated, staircase or any passage in the Composite Building which may be against the rules, regulations or bye-laws of concerned local or any other statutory authority or change, alter or make additions to the Premises or any part thereof. In case of the negligence of the Purchaser, the Developer shall stand discharged of its liability and the Purchaser shall be responsible of all consequences thereof.

(xiii) Not to install/construct/erect sintex tank/s or other water storage tank/s in the Premises;

(xiv) Not to store in the Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to endanger the construction or structure of the Composite Building in which the Premises is situated or storing of goods which is objected to by the concerned local or other statutory authority and shall not carry or cause to be carried heavy packages, which may damage or are likely to damage the staircase, common passage or any other structure of the Composite Building including the entrance to the Composite Building. The Purchaser on account of negligence or default of his part in this behalf shall be liable for the consequences of such breach.

(xv) To carry at his own cost all internal repairs to the Premises and to maintain Premises in the same condition, state and order in which it was delivered by the Developer and, the Purchaser shall not do or suffer to be done anything in or to the Composite Building in which the Premises is situated or the Premises which may be against the rules and regulations and bye-laws of the concerned authority/ies. In the event of the Purchaser committing any act of contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned authority.

(xvi) Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make and/or cause to be made any addition or any alteration in the elevation and outside colour scheme of the Composite Building in which the said Premises is situated and shall keep the portion, sewers, drains, pipes in the Premises and

appurtenances hereto in good, tenantable and repairable condition and in particular, so as to support, shelter and protect the other parts of the Composite Building in which the Premises is situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C. or other structural members in the Premises without prior written permission of the Developer and/or the Society/Organisation.

(xvii) Not to throw dirt, rubbish, rags, garbage or any other refuse or permit the same to be thrown from the Premises in the compound or any portion of the Property, Larger Property, adjoining property etc. and the building in which the Premises is situated.

(xviii) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property and the Composite Building in which the Premises is situated or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.

(xix) Pay to the Developer within 15 days of demand by the Developer, his share of security deposit demanded by concerned local authority or Government for giving water, electricity or any other service connection to the Building in which the Premises is situated.

(xx) 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 Premises by the Purchaser.

(xxi) The Purchaser shall not let, sub-let, transfer, assign or part with the Premises, interest or benefit of this Agreement or

part with the possession and/or personal license, as the case may be, of the Premises, until formation of Society of free sale Flat/Shop/Office/Premises (if any) in the Composite Building or until all the amount payable by the Purchaser to the Developer under this Agreement are fully paid up and only if the Purchaser has/had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Developer has permitted in writing to the Purchaser in that behalf.

(xxii) The Purchaser shall observe and abide by all the rules and regulations framed by the Society/ proposed society/Apex Body/Federation/Organisation may frame at its inception and the additions, alterations and amendments thereof that may be made, from time to time, for the protection and maintenance of the Composite Building and the Premises and/or the observance and performance of the Building Rules, Regulations, and Bye-Laws, for the time being, of the concerned authority/authorities.

(xxiii) The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/ proposed society/Apex Body/Federation/Organisation regarding the occupation and use of the Premises and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

(xxiv) The Purchaser and the persons to whom the Premises may be permitted to be transferred, shall from time to time sign all applications, papers and documents and do all acts, deeds, matters and things as the Developer and/or the Society/ proposed society/Apex Body/ Federation/ Organisation may require for safeguarding the interest of the Developer and/or the other Purchaser in the said

property and shall also observe and perform all the provisions of the Bye-Laws and/or the rules of the Society/Organisation when formed and the additions, alterations or amendments thereof for the observance and carrying out the Building Rules and Regulations and the Bye-Laws of the time being of the Slum Rehabilitation Authority or the Municipal Corporation of Greater Mumbai and other local and/or public bodies regarding occupation and use of the Premises.

(xxv) The Purchaser agrees and undertakes to pay all the outgoings in respect of the Premises, every month and undertakes to keep the Developer their successor's, assigns and/or administrators indemnified from the same and every part thereof forever.

(xxvi) The Purchaser shall permit the Developer, his surveyors and/or agents with and without workmen and others at all reasonable times to enter upon the Premises or any part thereof for the purpose of repairing any part of the building and/or cables, water covers, fittings, wires, structures and other conveniences belonging to or serving or used for the Composite Building and also for the purpose of laying down, maintaining, repairing and testing drainage, gas and water pipes and electric wires and/or for any other purpose, until formation of Society/Organisation and handing over charge to them.

(xxvii) The Purchaser hereby agrees that in the event any amount is payable by way of rent, premium to the Developer/SRA/Municipality or to the State Government towards betterment charges or development charges or any other tax/charge/levy including but not limited to Infrastructure charges or payment of a similar nature becoming payable by the Developer in respect of the

Property, the Purchaser shall reimburse the same to the Developer such amount in proportion to the area of the Premises agreed to be purchased by the Purchaser, for which such payment is required to be made and in determining such amount the decision of the Developer shall be conclusive and binding upon the Purchaser.

(xxviii) The Purchaser shall indemnify and keep indemnified the Developer and hold the Developer harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including its professional fees in relation thereto) of whatsoever nature incurred or suffered by the Developer directly or indirectly in connection with: the enforcement of or the preservation of any rights of the Developer under this Agreement; (b) any breach and/or default by the Purchaser in the performance of any and/or all of his/her/its obligations under this Agreement; (c) damages to any Property(ies) howsoever arising related to the use and/or occupation of the Premises and directly or indirectly as a result of the negligence, act and/or omission of the Purchaser or his/her/its agents, servants, tenants, guests, invitees and/or any person or entity under his/its control; and (d) Purchaser's non-compliance with any of the restrictions regarding the use and/or occupation of the Premises.

These covenants shall be binding and operative on the Purchaser even after the formation of the Organization.

52. The Developer shall not be liable to bear or pay any amount by way of contribution like out-goings, deposits, transfer fees, non occupancy charges, donation, premium or otherwise howsoever to the Proposed Society/Society/Organisation in respect of any unsold/un-allotted Flat/Shop/Office/Premises/Tenements or Parking Places etc. in the Property out of their respective shares,

save and except the rents, rates, taxes, cess and assessments payable to the Corporation and other Government, local or public or private bodies and authorities in respect thereof. The Developer will be entitled to apply for and obtain reduction in and the refund of the municipal and other taxes, cess, assessments and levies on account of the vacancy of the un-allotted/unsold flats, premises and parking places, if Developer is liable to pay or have paid the same in respect of the Flat/Shop/Office/Premises/Tenements and/or Parking Places which are not allotted, sold and disposed off. If any refund of any such taxes, cesses, assessments or other levies made by the Corporation or any other Government, local or public body or authority is received by the Proposed Society/Society in respect of such unsold or un-allotted Flat/Shop/Office/Premises and/or Parking Places, then the Society/Limited Company/Condominium/Apex Body (as the case may be) shall forthwith and without making any claim or demand or raising any objection or dispute whatsoever in respect thereof, pay over the same to Developer, whether Developer has demanded the same or not.

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

54. It is expressly agreed by and between the Purchaser and the Developer that all and/or any notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent either by email or post to the Purchaser Under Certificate of Posting or have them delivered at :

NAME : M/S. Density Realty Pvt. Ltd.

EMAIL : densityrealtypl@gmail.com

ADDRESS : Office No. 06, Ground Floor, Anand Shopping Center Premises Co-operative Society Ltd., Daftary Road, Gaushala Lane, Malad (East), Mumbai-97.

And to the Developer if sent either by email or post to the Purchaser Under Certificate of Posting or have them delivered at :

NAME: _____.

EMAIL: _____.

ADDRESS: _____.

The Purchaser and Developer agree 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 Purchaser or the Developer, as the case may be.

55. The Purchaser hereby agrees that in case there are joint-purchasers, all communications shall be sent by the Developer to the purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

56. The Purchaser hereby declares that he has gone through this Agreement and all the documents related to the said Property and the Premises and has expressly understood the contents, terms and conditions of the same and the Purchaser after being fully satisfied has entered into this Agreement.

57. Nothing contained in these presents shall be construed to confer upon the Purchaser any right, title or interest of any kind whatsoever into or over the Premises or any part or portion thereof, the same to take place only upon receipt of full Purchase

Price and all other amounts payable by the Purchaser hereunder and on completion of the Composite Building and the Purchaser being admitted to the Society or formation of new society or Apex Body/Federation as the case may be.

58. The Developer shall have a first lien and charge on the Premises, in respect of all the amounts that may remain unpaid by the Purchaser under the terms and conditions of this Agreement.

59. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment of the said Premises or of the Property and Composite Building or any part thereof. The Purchaser shall have no claim, save and except in respect of the Premises hereby agreed to be sold to them and all open spaces, parking spaces, lobbies, stair-cases, terraces, recreation spaces, etc. will remain the property of the Developer.

60. The Purchaser agrees that all information, documents, etc. exchanged to date and which may be exchanged including the contents of this Agreement and any documents executed in pursuance thereof (**"Confidential Information"**) is confidential and proprietary and shall not be disclosed, reproduced, copied, disclosed to any third party or used otherwise without the prior written consent of the Developer. The confidentiality obligations under this Clause shall survive even after handing over the possession of the said Premises and is legally binding on the Purchaser and shall always be in full force and effect.

61. The Purchaser shall not make any public announcement regarding this Agreement without prior consent of the Developer.

62. Nothing contained hereinabove shall apply to any disclosure of Confidential Information if:-

(i) such disclosure is required by law or requested by any statutory or regulatory or judicial/quasi-judicial authority or

recognized self-regulating Organization or other recognized investment exchange having jurisdiction over the Parties; or

(ii) such disclosure is required in connection with any litigation; or

(iii) such information has entered the public domain other than by a breach of the Agreement;

63. If any provision of this Agreement shall be determined to be void or unenforceable under MAHARERA or the rules and regulations made there under 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 MAHARERA or the rules and regulations made there under 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.

64. The Developer may take further loan from any bank and/or other institutions for development of the Property, the Developer has/may create mortgage/charge over the Balance Portion of Second Property and/or Composite Building including the Premises and/or the cash flow of premises to be constructed on the Composite Building to secure loan/advance that may be lent or advanced by the Bank/Financial Institutions to the Developer. In the event such Bank/Financial Institutions impose any condition that the consideration required to be paid by the Purchaser is to be deposited in a designated account than upon receipt of intimation from the Developer, the Purchaser will make all the payments by issuing cheque/pay orders as may be required by such Bank/Financial Institutions. Before offering possession of the Premises and upon receipt of the entire consideration from the Purchaser, it shall be the duty of the Developer to obtain the

requisite consent/NOC from such Bank/Financial Institutions releasing the charge in respect of the Premises.

65. In case any adjoining property and/or any other property is amalgamated with the Property, then in that event unless there is something inconsistent with or repugnant to the context, wherever the expression "*The Property*" is referred to in this Agreement, it shall mean and include such amalgamating and amalgamated property/plot / plots.

66. This Agreement sets forth the entire agreement and understanding between the Purchaser and the Developer and supersedes, cancels and/or merges:

    (a) All agreements, letter of allotment, negotiations, commitments, writings etc. between the Purchaser and the Developer prior to the date of execution of this agreement;

    (b) All the representation, warranties, commitments, etc. made by the Developer in any documents, brochure, hoarding, etc. and/or through on any other medium;

    (c) The Developer shall not be bound by any such agreement, negotiations, commitments, writings, discussions, representations, warranties etc. and/or compliance thereof other than expressly agreed by the Developer under this Agreement;

    (d) The Purchaser agrees and acknowledges that the sample flat that may be constructed by the Developer and all furniture, items, electronic goods, amenities, etc. provided therein are only the purpose of show casing that flat and the Developer are not liable/required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the said sample flat, other than as expressly agreed by the Developer under this Agreement.

67. PROVIDED AND ALWAYS that if any dispute, difference or question at any time hereafter arises between the parties hereto or their respective representatives in respect of the construction of these presents or concerning anything herein contained or arising out of these premises or as to the rights, liabilities and/or the duties of the Parties hereto, the same shall be settled amicably. In case of failure to settle the dispute amicably, same shall be referred to the Authority appointed under the provisions of RERA and the rules and regulations framed there under.

68. The Stamp Duty and Registration Charges on this Agreement shall be borne and paid solely by the Purchaser. The Purchaser shall immediately after the execution of this Agreement but not later than four months from the date of execution of these presents, lodge the same for registration with the Sub-Registrar of Assurances in accordance with the provisions of law in force relating to registration of documents and inform the Developer the number and the day on which the same is lodged, sufficiently in advance to enable the Developer within reasonable time thereafter to attend the office of the Sub-Registrar of Assurance and admit execution thereof at the costs and risks of the Purchaser.

69. All costs, charges and expenses in connection with the formation & registration of a co-operative housing Society/Limited Company/Association/Organisation as well as the costs of the preparing, engrossing the lease, stamp and registration charges thereof and all other agreements, lease deed, assignment deed, transfer deed of super structure or any other documents required to be executed by the Developer as well as the entire professional fees of the Solicitors of the Developer for preparing and approving all, such documents shall be borne and paid by the Society/ Limited Company/ Association or proportionately by all the purchasers of Flat/ Shop/ Office/ Premises etc. in the

Composite Building. The stamp duty and registration charges incidental to this Agreement shall also be borne and paid by the Purchaser. The share of the Purchaser of such cost, charges and expenses shall be paid by him immediately on demand.

The PAN Numbers of the Parties hereto are as under :

Sr. No.	Name of the Party	PAN No.
1.	M/S. Density Realty Pvt. Ltd.	AADCD 9652 K.
2.		
3.		

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

THE FIRST SCHEDULE ABOVE REFERRED TO

(First Property and Second Property)

All that piece and parcel of land bearing (i) Plot No.14, area admeasuring about 552.60 sq. mtrs. bearing Survey No. 340, Hissa No. 1(part), corresponding CTS No. 328 together with the structures then standing thereon and (ii) Plot No. 15, area admeasuring about 543 sq. mtrs., bearing Survey No. 340, Hissa No. 1(part), Plot No. 15, corresponding CTS No. 329 together with the structures then standing thereon both of Village Malad (East), Taluka Borivali, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the Property)

FIRSTLY

(First Property)

All that piece and parcel of land bearing Plot No.14, area admeasuring about 552.60 sq. mtrs. bearing Survey No. 340, Hissa No. 1(part), corresponding CTS No. 328 together with the structures then standing thereon

SECONDLY

(Acquired Property)

All that piece and parcel of land admeasuring about 43 sq. mtrs. bearing Plot No. 15, CTS No. 329 of Village Malad (East), Taluka Borivali, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban, situate, lying and being at Malad (East), Mumbai – 400 097.

THIRDLY

(Balance Portion of Second Property)

All that piece and parcel of land admeasuring about 500 sq. mtrs. bearing Plot No. 15, CTS No. 329 of Village Malad (East), Taluka Borivali, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban, situate, lying and being at Malad (East), Mumbai – 400 097

THE THIRD SCHEDULE ABOVE REFERRED TO

("**Description of the Premises**")

All that **Flat/Shop/Office bearing No. _____, on _____ Floor of Wing _____** having **admeasuring _____ square feet carpet area** together with _____ **Car Parking** spaces in the **New Composite Building** to be known as **"MAGIC SQUARE"**, under construction on the Property more particularly described in the SECOND SCHEDULE hereinabove written.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(common areas and amenities)

1. **Common Areas and Facilities**:

   a) Entrance lobby and foyer of the Composite Building .

   b) Compound of the Composite Building , i.e. the open area appurtenant to the built-up area of the Composite Building but excluding basement/stilt/stack parking in the compound/basement allotted/to be allotted to the respective flat/premises purchaser/s.

c) staircase landing and main landing.

d) Corridors.

e) Common electric meter for common lights and services.

f) Four elevators.

g) Society's office.

h) Electric substation.

i) Fire fighting equipment and means to access thereto.

j) Lift machine room.

k) Overhead water tanks located on topmost floor of the building means of access thereto along the main stair-case of the Composite Building and along the lifts to be provided in the Composite Building.

l) Drainage, storm water drain, electric sub-station if constructed, electrical poles, watch-man cabin, underground water tank (with pumping rooms and other pumping arrangement).

m) Refuge area, if any.

n) Common terrace above the top floor of the Composite Building.

o) Open spaces around the Composite Building.

2. **Limited Common Areas and Facilities** :-

a) Landing in front of the stairs and lift on the floor on which the particular flat/premises is located, as a means of access to the flat/premises but not for the purpose of storing or as a recreation area, or for residence or for sleeping;

b) This landing is limited for the use of the residents of the flats/premises located on that particular floor and for visitors thereto, but is subject to means of access for reaching the other floors, available to all residents and visitors.

SIGNED AND DELIVERED by the)
Within named Developer)
M/S. DENSITY REALTY PVT. LTD.)
through its director)
_____)

AFFIX PHOTO	LEFT HAND THUMB IMPRESSION

in the presence of .....)
_____)

SIGNED AND DELIVERED by the)
Within named Purchaser(s))
Mr./Mrs./Ms. _____)

Mr./Mrs./Ms. _____)

in the presence of .....)
1) _____)
2) _____)

RECEIPT

RECEIVED of and from the within named Mr./Mrs./Ms. _____ "PURCHASER" sum of Rs. _____/- (Rupees _____ Only) being amount of part payment to be paid by him/her/them/it to us as mentioned herein by Cheque Dated _____-_____-_____ bearing Cheque No. _____ drawn on _____ Bank, _____ branch.

Rs. _____/-

We SAY RECEIVED

M/S. DENSITY REALTY PVT. LTD.
through its director

_____

WITNESSES:

1. _____

2. _____