Labh Enterprises

503, Exim Link, Opp. Indira Container Yard, Mulund - Goregaon Link Road,
Nahur (W), Mumbai - 400 078. Tel : (O) 022 - 2566 9176. E- Mail : labh_ent@yahoo.in

Allotment letter

Date :-

To,

Flat Purchaser/s

Sub - Allotment letter of Flat / Shop in Wing ____in Project KNOWN as "SUKESH" situated on the Plot bearing C T S No. 1370 & 1409 of Village Mulund (West), at Valji Ladha Road, Mulund (W), Mumbai - 400 080, being developed by M/s. Labh Enterprises.

Dear Sir/Madam

You have visited and inquired about the project of promoters. On being satisfied of the information you agreed to book a flat/shop in the project of the promoter. After due negotiations and discussions you have booked flat/shop No. ____ in Wing ____in the project for the total consideration of Rs._____. Therefore, the flat/shop No. _____ is hereby allotted to you on following terms and conditions.

1. The area of allotted flat/shop is as under
   a. Carpet area - _____
   b. Other than carpet area - _____

2. The total consideration agreed of the flat/shop is as under:

a. Carpet areas - _____

b. Other areas - _____

c. Common areas and amenities - _____

3. The allottee has paid an amount of Rs _____ vide cash/ cheque No. _____ towards booking/advance.

4. It is understood and agreed by the allottee that additional amounts towards electricity, water supply, society formation, legal expenses, etc will be additional and are to be paid by the allottee on demand by the promoter.

5. It is understood and agreed by the allottee that the total consideration mentioned hereinabove excludes tax. Therefore the allottee will be liable to pay the tax liability as and when informed and demanded by the promoter.

6. The allotment, agreement, payment, interest, termination and all other incidental issues shall be governed by the Real Estate Regulation and Development Act (hereinafter referred to as the Act).

7. The allottee shall execute and admit the agreement for sale as and when called upon by the promoter.

8. The allottee shall make timely payment of installments of total consideration as will be enumerated in the agreement for sale.

9. If allottee makes any delay the promoter shall be entitled to interest as provided for in the Act.

10. If allottee fails to make payment of the total consideration, the promoter shall have right to interest or termination of agreement/allotment as provided in the Act.

11. The allotment is strictly person specific. The allottee shall not transfer the right, title or interest under this allotment.

For M/s _____(Name & sign)

Allottee _____ (Name and sign

DRAFT

(WITHOUT PREJUDICE)

AGREEMENT FOR SALE

THIS AGREEMENT is made at Mumbai on this ___ day of _____, 2019, between **M/s. Labh Enterprises**, a registered partnership firm, having its office at 503, Exim Link, Mulund - Gorgaon Link Road, Nahur (West), Mumbai- 400 078, hereinafter called **"Owners / Promoters**" (which expression shall unless it be repugnant to the context or meaning thereof mean & include the partners for the time being of the said firm, the last survivor of them, the heirs executors and administrators of the last survivor of them and their/their/its assigns) of the One Part.

AND

_____ of _____, Indian Inhabitant/s/ Non Resident Indian/s residing/having address at _____ _____

OR

_____ _____ LIMITED, a Company incorporated and registered under the provisions of the Companies Act, 1956 and having its registered office at _____

OR

_____**,** a partnership firm having their office at _____ through their partner/s _____

hereinafter referred to as "THE FLAT PURCHASER/S" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in the case of individual/s his/her/their heirs, executors, administrators and permitted assigns, in the case of a company or a limited liability partnership, its successors and permitted assigns and in the case of a partnership, the partner or partners for the time being of the said firm, the survivor or survivors of them, the heirs, executors and administrators of the last surviving partner and their, his or her permitted assigns) **of the OTHER PART.**

WHEREAS :

a) The Owners/Promoters are the owners of the Land and Building Known as Sukesh Building, more particularly described in **First Schedule** hereunder written, and also desire to develop the adjoining building known as "Pandu Padma" more particularly described in **Second Schedule** , hereunder written and the said two Plots and the buildings are collectively referred to as **The Said Properties.**

b) Owners/Promoters have purchased the said Sukesh Building Property described in the Schedule-I hereunder written from One Keshavrao R. Pandurangrao, under a Deed of Conveyance dated 22nd December, 2006, duly registered under Registration No. BDR -7/ 7700 OF 2006.

c) Owners/Promoters purchased the said Padu Padma building property described in the Schedule - II hereunder written by and under Deed of Conveyance dated 21/12/2006, registered with the Sub Registrar of Assurances, at Kurla MSD under No. BDR-7/07699/2006.

d) The tenements in the said two buildings i.e. Sukesh Building and Pandu Padma Building, have been let out to and occupied by monthly tenants, as well as few Rooms in the said Sukesh Building are occupied by the persons who have purchased their Rooms from the previous Owners on Ownership basis.

e) Owners/Promoters desire to jointly develop the said Properties, i.e. two plots on which the Pandu Padma building and the said adjoining Sukesh building stands.

f) The Owners / Promoters had applied for and obtained approval / sanction for Amalgamation of both the said Plots, from Municipal Corporation of Greater Mumbai, which are adjoining to each other by Approval / Sanction under **letter dated 29.05.2015.**

g) By virtue of the said amalgamation and pursuant to the said Consent Terms the Landlords / Owners have submitted building plans for approval with the MCGM, who has granted **IOD under File No. CHE/1091/A/337 (NEW) dated 14.06.2018.**

h) Hereto annexed and marked ***Annexure "1"*** is the Property Register Card in respect of the said Property. Hereto annexed and marked ***Annexures "2 (Colly")"*** are the copies of IOD No. **CHE/1091/A/337 (NEW) dated 14.06.2018** and hereto annexed and marked ***Annexure "3"*** and the copies of Commencement Certificate No. **CHE/1091/A/337 (NEW)** dated 12.11.2018. Hereto annexed and marked ***Annexure "4 (Colly)"*** are the authenticated copies of the plans, designs and specifications of the said Building approved by MCGM.

i) The Promoter has entered into a Standard Agreement with Mr. Raj K shah who are registered with the Council of Architects and the said Agreement is as per the agreement prescribed by the Council of Architects and also appointed Mr. Furkhan Pettiwala, Structural Engineers for preparation of structural designs and drawings and to supervise the construction work of the said Building and the Promoter accepted the professional supervision of the said Architects and Structural Engineers or such other Architect and/or Structural Engineer, who may from time to time be appointed in their or his or her place or stead till the completion of the said Building.

j) While sanctioning the said plans the concerned local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said Property and constructing the said Building and upon the observance and performance of which the Completion and Occupation Certificate(s) in respect of the said Building will be granted by the concerned local authority.

k) The Certificate of Title issued by Messrs. S.T.Manek and Company, Advocates High Court Mumbai of the Promoter and authenticated copies of the floor plans and specifications of the Flat agreed to be purchased by the Flat Purchaser/s are hereto annexed and marked ***Annexures "5" and "6"*** respectively;

l) The Flat Purchaser/s had demanded from the Promoter and the Promoter has given inspection to the Flat Purchaser/s of all the papers relating to the said Property including the no objection certificates, permissions, sanctions, certificates etc. and also all the other documents as are specified under the provisions of MOFA and RERA and the Rules made thereunder.

m) In the event Owners / Promoter propose to amend the Plan hereafter, the Flat Purchaser/s hereby consent to the aforesaid and the said consent shall for all purposes be treated to be the Flat Purchaser's/s' consent under the provisions of Section 7(1)(i) and (ii) of the Maharashtra Ownership Flats (Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as ***"MOFA"***) and Section 14(1)(i) and (ii) of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as ***"RERA"***).

n) The Flat Purchaser/s who has/have full notice of the provisions/contents of the said documents referred to hereinabove and of the terms and conditions herein, applied to the Promoter for allotment of **Flat No. _____** having **carpet area of _____ square feet i.e. _____ square meters on the _____ floor** of the said Building which is being constructed by the Promoter on the said Property hereinafter referred to as **"THE SAID FLAT"** and Single / Stack / multi level mechanized Puzzle Car Parking system Space No/s. _____ on the Ground of the said Building hereinafter referred to as **"THE SAID PARKING SPACE/S".** The expression "**Carpet Area**" means the net usable area of the Flat excluding the area covered by the external walls, areas under services shafts exclusive balcony appurtenant to the Flat for the exclusive use of the Flat Purchaser/s or Verandah area and exclusive open terrace area appurtenant to the Flat for the exclusive use of the Flat Purchaser/s, but includes the area covered by the internal partition walls of the Flat.

o) Relying upon the application and consent of the Flat Purchaser/s the Promoter has agreed to sell to the Flat Purchaser/s the said Flat and the Parking Space/s at the price and on the terms and conditions hereinafter appearing.

p) Prior to the execution of these presents the Flat Purchaser/s has/ have paid to the Promoter a sum of Rs._____/- (Rupees. _____) being part payment of the sale price of Rs._____/- (Rupees _____ Lakhs) of the said Flat as advance payment or deposit and the Flat Purchaser/s has/have agreed to pay to the Promoter the balance of the sale price in the manner hereinafter contained.

q) The Promoter has registered the Project under the provisions of RERA with the Real Estate Regulatory Authority at Mumbai, No. **P-_____**.

r) Under Section 4 of MOFA and Section 13 of RERA the Promoter is required to execute written Agreement for sale of the said Flat to the Flat Purchaser/s being in fact these presents and also register the said Agreement under the Indian Registration Act, 1908.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS.

1. The Promoter shall under normal conditions construct the said Building to be known as **SUKESH** (consisting of Common basement, Stilt, 1st to 13th upper floors consisting of parking and service areas in the basement, shops and Parking on the ground floor, and residential flats on the 1st to 13th (upper floor level) on the said Property in accordance with the plans, designs, specifications approved by the Municipal Corporation of Greater Mumbai and which have been seen and approved by the Flat Purchaser/s with such variations and modifications as the Promoter may consider necessary or as may be required by the concerned local authority/ the Government to be made in them or any of them. PROVIDED THAT the Promoter shall have to obtain prior consent in writing of the Flat Purchaser/s in respect of variations or modifications which may adversely affect the said Flat of the Flat Purchaser/s except any alteration or addition required by any Government authorities or due to change in law or any alteration as per the proposed plans, designs and specifications, authenticated copies of which are annexed hereto and marked ***Annexure "6"***.

2. AND FURTHER that if and in case the Promoter may consider necessary to further amend/ vary the sanctioned plans or otherwise amendment/ variation in the sanctioned plans becomes necessary either because of the Promoter acquiring or agreeing to acquire any additional property or properties and because of that or because of the increase in the Floor Space Index in the locality or additional or incentive Floor Space Index becoming available on account of acquisition of Transferable Development Rights (TDR) or otherwise then and in any of such cases the Promoter shall be entitled and be at liberty to amend/ vary the sanctioned plans provided the location of the said Building on the said Property and the said Flat or its location, dimensions or other specifications are not changed. The Flat Purchaser/s hereby consent/s to the above and the said consent shall for all purposes be considered as the purchaser's consent so long as the total area of the said Flat and the specifications, fixtures and

fittings are not reduced or such amendment/ variation in the sanctioned plans does not adversely affect the said Flat or the rights and amenities of the Flat Purchaser/s. The said Consent shall for all purposes be considered as the Flat Purchaser's/s' consent under the provisions of Section 7(1) (i) and (ii) of MOFA and Section 14(1)(i) and (ii) of RERA.

3. The Flat Purchaser/s hereby agree/s to pay to the Promoter the said amount of purchase price or consideration of Rs._____/- (Rupees _____) in the following manner :-

Amount	**Percentage**	**Description**
Rs. _____/-	10%	Paid on or before the execution of these presents Agreement as earnest;
Rs. _____/-	20%	At the time of execution and registration of Present Agreement
Rs. _____/-	15%	against completion of Plinth
Rs. _____/-	25%	against proportionately payable on completion of per slabs;
Rs. _____/-	5%	against walls, internal plaster, floorings, doors and windows of the said Flat
Rs. _____/-	5%	against Sanitary fittings, staircases, lift, walls, lobbies upto the floor level of the said Flat.
Rs. _____/-	5%	against external plumbing and external, plaster, elevation, terraces with waterproofing, of the building or wing in which the said Flat is located
Rs. _____/-	10%	against lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Flat is located.
Rs. _____/-	5%	against possession of the said Flat being handed over
Rs._____/-	100%	

It is hereby recorded that the Flat Purchaser/s has/ have prior to the

execution of this Agreement paid to the Promoter a sum of Rs._____/- (Rupee_____) as advance payment or deposit (the payment and receipt whereof the Promoter doth hereby admit and acknowledge).

The total price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax and Cess, Goods and Services Tax or any other similar taxes which may be levied in connection with the construction of and carrying out the Project payable by the Promoter) upto the date of handing over the possession of the said Flat.

The total price is escalation free, save and except escalations/ increases due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, local bodies/ Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Flat Purchaser/s for increase in development charges, cost or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification / order/ rule / regulation published / issued in that behalf to that effect along with the demand letter being issued to the Flat Purchaser/s, which shall only be applicable on subsequent payments.

The Promoter shall confirm the final carpet area of the said Flat after the construction of the Sale Building is complete and the Occupation Certificate is granted by the MCGM, by furnishing the details of the changes, if any, in the carpet area, subject to a variation cap of 3%. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then the Promoter shall refund the excess money paid by the Flat Purchaser/s within 45 days with annual interest at the rate specified in 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, from the date when such an excess amount was paid by the Flat Purchaser/s. If there is any increase in the carpet area allotted to the Flat Purchaser/s, the Promoter shall demand additional amount from the Flat Purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustment shall be made at the same rate per square meter as agreed in Clause 2 of this Agreement.

The Flat Purchaser/s authorise/s the Promoter to adjust/ appropriate all payments made by him/ her/ them under any head (s) of dues against lawful outstanding, if any, in his/her/their name as the Promoter may in its

sole discretion deem fit and the Flat Purchaser/s agree/s not to object/ demand / direct the Promoter to adjust his/ her/ their payments in any manner.

4. The Promoter hereby agrees to observe perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by MCGM and other concerned local authorities at the time of granting the No Objection Certificates, permission for development and sanctioning the said plans or thereafter and shall, before handing over possession of the said Flat to the Flat Purchaser/s, obtain from the concerned local authority occupation and/or completion certificates in respect of the said Building in which the said Flat is located or of the said Flat as the case may be.

Time is of essence for the Promoter as well as the Flat Purchaser/s. The Promoter shall abide by the time schedule for handing over the said Flat to the Flat Purchaser/s and the common areas to the said Society. Similarly, the Flat Purchaser/s shall make timely payments of the installment and other dues payable by him/ her/ them and meeting the other obligations under the Agreement subject to the Promoter simultaneously complying with its obligations.

5. The Promoter hereby declares that at present the Floor Space Index (FSI) available in respect of the said Property is 1113.60 square meters only, TDR in the form of FSI available in the development of the said Property is 779.52 square meters, additional FSI on payment of premium available in the development of the said Property is 556.80 square meters, compensatory fungible Floor Space Index available in the development of the said Property is 857.47 square meters and that no part of the floor space index of the said Property has been utilised by the Promoter elsewhere for any purpose whatsoever. The Promoter has disclosed the Floor Space Index as proposed to be utilized by it on the Plot in the said Project and the Flat Purchaser/s has/ have agreed to purchase the said Flat based on the proposed construction and sale of flats, shops, offices etc. to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared Floor Space Index shall belong only to the Promoter.

In case any part of the said Floor Space Index of the said Property will be utilized by the Promoter elsewhere, then the Promoter shall disclose all such particulars in respect of such utilization of such part of the said Floor Space Index by it in the Deed of Conveyance to be

executed in pursuance of this Agreement. In case the Floor Space Index in the locality is increased or otherwise the Promoter acquires Floor Space Index on acquisition of Transferable Development Rights in respect of some other property (TDR) as per the provisions of the Development Control Regulations or any other statutory Regulations relating to the development of properties or acquires any additional property or properties in the locality and amalgamates the same with the said property and thereby more Floor Space Index becomes available for utilization to the Promoter on the said property then the Promoter shall be entitled to consume the same on the said Property or otherwise in such manner as may be permissible as per the Rules and Regulations of the Corporation including by constructing additional floors and by constructing additional structures. In case while developing the said Property the Promoter has utilized any floor space index of any other land or property by way of floating floor space index, then the particulars of such floor space index shall be disclosed by the Promoter to the Flat Purchaser/s in the Deed of Conveyance to be executed in pursuance of this Agreement. The residual F.A.R. (F.S.I.) of the said Property not consumed as well as of any other property acquired by the Promoter by way of or under Transfer of Development Rights will be available to the Promoter till the execution of the Deed of Conveyance hereby contemplated in favour of the Co-operative Society even if the Promoter has put the Flat Purchaser/s and the purchasers of the other flats and premises in the said Building in possession of their respective flats and/or premises and also if the Flat Purchaser/s and the purchasers of other flats and premises have formed a Co-operative Society and that the Promoter shall be at liberty and be entitled to consume such unconsumed F. A. R (F. S. I) of the said Property as well as of any other property that may be acquired by the Promoter by way of or under Transfer of Development Rights either by constructing additional structures on the said Property or by constructing additional floors but without in any manner affecting the said Flat or the rights of the Flat Purchaser/s in the said Flat and to sell the same and to receive and appropriate to themselves the entire sale price in respect thereof and further that if at the time of execution of Deed of Conveyance such construction is incomplete, the Promoter shall be at liberty and be entitled to complete the same and for the purposes thereof and for all other purposes connected therewith the Promoter shall have unfettered and unrestricted right, liberty and authority to enter upon and be upon the said Property with all their workmen and material and the Flat Purchaser/s or the Co-operative Society or any one claiming under him/her/them or it as the case may be shall not have any right to and as such shall not object to the same or otherwise obstruct the same.

6. If the Promoter fails to abide by the time schedule for handing over the said Flat to the Flat Purchaser/s, the Promoter agrees to pay to the Flat Purchaser/s, who does/do not intend to withdraw from the project, interest as specified under 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, on all the amounts paid by the Flat Purchaser/s, for every month of delay, till the handing over of the possession. The Flat Purchaser/s agree/s to pay to the Promoter, interest as specified in 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, on all the delayed payments which become due and payable by the Flat Purchaser/s to the Promoter under the terms of this Agreement from the date each of the said amounts is payable by the Flat Purchaser/s to the Promoter.

7. Without prejudice to the right of the Promoter to change interest in terms of Clause 6 above, if the Flat Purchaser/s commit/s default in payment on due dates of any amounts due and payable by the Flat Purchaser/s to the Promoter under this Agreement (including his/her/their/its proportionate share of taxes levied by concerned local authority and other outgoings) [the time for payment of each said amount is of the essence of the contract] and on the Flat Purchaser/s committing three defaults of payment of installments the Promoter shall be entitled at its own option to terminate this agreement and thereupon this Agreement shall come to an end and all the obligations of the Promoter and the rights of the Flat Purchaser/s shall stand extinguished.

PROVIDED ALWAYS that the power of termination hereinbefore contained shall not be exercised by the Promoter unless and until the Promoter shall have given to the Flat Purchaser/s fifteen days prior notice in writing by Registered Post at the address provided by the Flat Purchaser/s and mail at the e-mail address provided by the Flat Purchaser/s 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 Flat Purchaser/s in remedying such breach or all breaches if there are more than one within 15 (fifteen) days after the receipt of such notice by the Flat Purchaser/s.

PROVIDED FURTHER that upon termination of this agreement as aforesaid, the Promoter shall refund to the Flat Purchaser/s (subject to the

adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Promoter) the installments of sale price of the Flat which may till then have been paid by the Flat Purchaser/s to the Promoter but the Promoter shall not be liable to pay to the Flat Purchaser/s any interest on the amount so refunded or any other amount whatsoever and upon termination of this agreement and refund of the aforesaid amount by the Promoter, the Promoter, shall be at liberty and be entitled to dispose of by sale or otherwise the said Flat to such person and at such price or consideration and on such condition as the Promoter in its absolute discretion thinks fit and the Flat Purchaser/s shall not be entitled and hereby undertake/s not to dispute the same or raise any claim against the Promoter or the new flat purchaser or other acquirer or occupant of the Flat or against the said Flat or the disposal thereof or otherwise.

8. The fixtures, fittings and amenities to be provided by the Promoter in the said Flat and the said Building in which the said Flat is located are those that are set out in ***Annexure "8"*** annexed hereto.

9. The Promoter shall give possession of the said Flat to the Flat Purchaser/s on or before **November 2022** PROVIDED HOWEVER that all the amounts that may be or become due and payable by the Flat Purchaser/s to the Promoter or the Co-operative Society to be formed by the purchasers and allottees of flats and premises in the new building under this Agreement or otherwise have been duly paid by the Flat Purchaser/s to the Promoter or the Co-operative Society.

10. If the Promoter fails or neglects to give possession of the Flat to the Flat Purchaser/s on account of reasons beyond its control and/or of its agents, by the aforesaid date then the Promoter shall be liable within 30 (thirty) days of the date of demand in writing by the Flat Purchaser/s to refund to the Flat Purchaser/s the amounts already received by him/her/it/them in respect of the Flat with interest at the same rate as may be mentioned in Clause 6 from the date the Promoter received the same till the date the amounts and interest thereon are repaid.

PROVIDED HOWEVER that the Promoter shall be entitled to reasonable extension of time for giving delivery of the Flat, if the completion of building in which the Flat is to be situated is delayed on account of -

(a) non-availability of steel, cement, other building material, water or electric supply;

(b) war, civil commotion or act of God;

(c) any notice, order, rule, notification of the Government and/or other public or competent authority;

(d) any strike, lock out, bandh or other like cause.

11. The Promoter, upon obtaining the Occupation Certificate from the MCGM and the payment made by the Flat Purchaser/s as per the agreement shall offer in writing the possession of the said Flat to the Flat Purchaser/s in terms of this Agreement to be taken within 3 months from the date of issue of such notice and the Promoter shall give possession of the said Flat to the Flat Purchaser/s. The Promoter agrees and undertakes to indemnify the Flat Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Promoter. The Flat Purchaser/s agree/s to pay the maintenance charges as determined by the Promoter or the Co-operative Housing Society of the purchasers and allottees of flats and premises in the said Building, as the case may be. The Promoter on its behalf shall offer the possession to the Flat Purchaser/s in writing within 7 days of receiving Occupation Certificate of the said Building.

12. The Flat Purchaser/s shall take possession of the Flat within 15 days of the Promoter giving written notice to the Flat Purchaser/s intimating that the said Flat is ready for use and occupation. Upon receiving such written intimation from the Promoter, the Flat Purchaser/s shall take possession of the said Flat from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and, the Promoter shall give possession of the said Flat to the Flat Purchaser/s. In case the Flat Purchaser/s fail/s to take possession within the time prescribed herein, such Flat Purchaser/s shall continue to be liable to pay maintenance charges as applicable.

Provided that if within a period of five years from the date of handing over possession of the said Flat to the Flat Purchaser/s, the Flat Purchaser/s bring/s to the notice of the Promoter any defect in the Flat or the building in which the Flat is situated or any defects on account of workmanship, quality or provisions of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in the case it is not possible to rectify such defects, then the Flat Purchaser/s shall be entitled to receive from the Promoter reasonable compensation for such defect or change in the manner as provided under RERA.

13. The Flat Purchaser/s shall use the Flat or any part thereof or permit the same to be used for the purpose of residence and for no other purpose

whatsoever. He/She/They/It shall use the garage or parking space or permit the same to be used only for purpose of parking of the Flat Purchaser's/s' own vehicle and for no other purpose whatsoever. Likewise the Flat Purchaser/s shall keep the open terraces and the open spaces on the said property unbuilt upon and open to sky and shall not construct any structure or shed or otherwise howsoever thereon. So far as the attached terraces are concerned the purchaser of the flat with attached terrace i.e. terrace flat shall be bound to use the same for such purposes as are permissible as per Municipal Rules and Regulations. It is hereby expressly agreed and understood that the attached terraces in front of or adjacent or adjoining to a flat in the said Building shall belong exclusively to the purchaser of such flat. It is hereby further agreed and understood that the common terraces in front of or adjacent or adjoining the flats in the said Building shall be available in accordance with the reservation thereof made by the Promoter for the exclusive use of the flat purchaser/s, whose flat is adjacent to or adjoining the terrace or his successors in interest in respect of his/ her/ its/ their flat and the other flat purchasers or allottees of flats or premises in the said Building or in the development and construction carried out on the said Property shall not object to such exclusive use of the common adjoining / adjacent terraces by the flat purchaser/s of the adjoining/ adjacent flats or by his successor in interest, if such a reservation is made by the Promoter. It is hereby also expressly agreed and understood that the car parking spaces under/in Basement and Ground floor level (regular or stack or mechanized), in the compound or open space (covered/ uncovered/ stack/ mechanized) sale, allotment or reserved by the Promoter in favour of any flat purchaser or allottee shall be available for the exclusive use of such flat purchaser or allottee and his successors in interest in respect of his/her/its/ their flat and the other flat purchasers or allottees of flats or premises in the said Building or in the development and construction carried out on the said Property shall not object to such exclusive use of the car parking space by the flat purchaser or his successor in interest in whose favour such sale, allotment or reservation is made by the Promoter, further Flat Purchaser/s will not hold M.C.G.M. liable for any failure of mechanical Parking System in future.

14. The Flat Purchaser/s along with other purchasers and allottees of flats and premises in the said Building to be constructed on the said Property shall join in forming and registering the Co-operative Society to be known by such name as may be decided by the Promoter and for this purpose the Flat Purchaser/s shall from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the Co-operative

Society and for becoming a member/s, including the bye-laws of the proposed Co-operative Society and duly fill in, sign and return to the Promoter within 7 (Seven) days of the same being forwarded by the Promoter to the Flat Purchaser/s, so as to enable the Promoter to register the Co-operative Society of the flat purchasers without delay. No objection shall be taken by the Flat Purchaser/s if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

15. Within Six (six) months of the completion of the entire development of the said Property and the construction thereon by utilizing the full development potential of the Plot and the said Property including inter alia development and construction upon the said Property as per the proposed plans annexed hereto as ***Annexure "5"*** and on the issuance of the Building Completion Certificate by the Municipal Corporation of Greater Mumbai in respect thereof, the Promoter shall cause to be transferred to the Co-operative Society formed of the purchasers and allottees of the flats, shops, offices and premises developed and constructed on the said property, all the right, title and interest of the Promoter in the aliquot part of the said Property together with the said Building (save and except the amenity open space area, which is to be handed over and transferred to the Corporation) by executing the necessary Conveyance of the said Property in favour of such Co-operative Society, and such Conveyance and the scheme framed by the Promoter shall be in keeping with the terms and provisions of this Agreement. The Flat Purchaser/s are aware that the said building will be constructed with concessions in open space and Flat Purchaser/s will not object to the development of neighboring plot involving deficiency in open space area.

16. Commencing 15 days after notice in writing is given by the Promoter to the Flat Purchaser/s that the Flat is ready for use and occupation, the said Flat shall be at the Flat Purchaser's/s' risk in all respects including (but not limited to) against any risk of the nature of theft, burglary, fire, riot etc., and that the Flat Purchaser/s shall be liable to bear and pay the proportionate share (i.e. bearing the same proportion as the floor area of the said Flat bears to the aggregate floor area of all the flats) or as may be relatable to the said Flat of the outgoings in respect of the said Property and the said Building namely local taxes, revenue and N. A. Assessment, betterment charges or such other levies, under any head whatsoever by the concerned local authority and/or Government, water charges, insurance, common lights, sweepers, garden, common antenna/cable, repairs and salaries of clerks, bill collectors, chowkidars, and all other expenses

necessary and incidental to the management and maintenance of the said property and the building as listed in the **Third Schedule** hereunder written. The Flat Purchaser/s further agree/s that the Flat Purchaser/s shall pay to the Promoter a sum of Rs. _____/- being the amount equal to twelve months provisional monthly contribution at the rate of Rs._____ per month towards the outgoings, and the Promoter shall be entitled and be at liberty to appropriate the same or adequate portion thereof towards such monthly outgoings and the balance, if any, out of the amounts so paid by the Flat Purchaser/s to the Promoter shall not carry any interest and shall remain with the Promoter until the Deed of Conveyance is executed in favour of the Co-operative Society as aforesaid. On such Deed of Conveyance being executed, the aforesaid balance (less deductions provided for in this Agreement) shall be paid over by the Promoter to the Co-operative Society. After the said amount of advance provisional monthly contribution is exhausted the Flat Purchaser/s undertake/s to pay to the Promoter provisional monthly contribution and such proportionate share of the outgoings regularly on or before the 5th day of each and every calendar month in advance and shall not withhold the same for any reason whatsoever.

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

(i)	Rs.	For share money, application, entrance fee of the Co-operative Society;
(ii)	Rs.	Towards cost for formation and registration of the Co-operative Society;
(iii)	Rs.	Electricity Meter Deposit and Charges;
(iv)	Rs.	Development Charges;
(vi)	Rs.	Legal Charges.
	Rs.	Total.

18. The Promoter shall utilise the sum of Rs._____ /- paid by the Flat Purchaser/s to the Promoter for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement and the Deed of Conveyance.

19. All the stamp duty and registration charges and other levies whatsoever of and incidental to this Agreement including service tax, value added tax, goods and services tax and other taxes of a like nature and whether now

payable/chargeable or hereafter to become payable or chargeable or charged including any additional stamp duty, penalty, registration charges shall be exclusively borne and paid by the Flat Purchaser/s. At the time of entering into this Agreement the Flat Purchaser/s shall pay the stamp duty and registration charges payable, if any on and in respect of this Agreement as per the provisions of law and shall likewise at or before the execution and registration of the Deed of Conveyance and other necessary assurances to be executed in pursuance hereof or otherwise or of any document or instrument of transfer in respect of the said Property and the said Building to be executed in favour of the Co-operative Society pay to the Promoter his/her/their share of stamp duty and registration charges, if any payable by the Flat Purchaser/s thereon.

20. The Promoter hereby represents and warrants to the Flat Purchaser/s as follows:-

(a) The Promoter has a clear and marketable title to the Plot as the owner thereof and the Promoter has the requisite rights to carry out development upon the Plot and also has actual, physical and legal possession of the Plot for the implementation of the project;

(b) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out the development of the project and upon the completion of the construction of the said Building, the MCGM will be issuing its Occupation Certificate/s in respect thereof;

(c) Save and except the mortgage of the ~~State Bank of India~~ as recited hereinabove, there are no encumbrances upon the Plot or the project;

(d) There are no litigations pending before any Court of Law with respect to the Plot;

(e) All approvals, licences and permits issued by the competent authorities with respect to the project, the Plot and the said Building are valid and subsisting and have been obtained by following the due process of law. Further, the Promoter has been and shall at all times remain to be in compliance with all applicable laws in relation to the project, the Plot, the said Building and common areas;

(f) The Promoter has a right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Flat Purchaser/s created herein, may prejudicially be affected;

(g) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the Plot, the project or the said Flat, which will, in any manner, affect the rights of the Flat Purchaser/s under this Agreement;

(h) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Flat Purchaser/s in the manner contemplated in this Agreement;

(i) The Promoter will be handing over the lawful, vacant, peaceful, physical possession of the common areas of the said Building to the purchasers and allottees of the flats in the said Building;

(j) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the project to the competent authorities;

(k) The Promoter will hand over the documents to the Co-operative society/end user as per Circular no. CHE/27921/DP/Gen. dated 06th January, 2014.

(l) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification including any notice for acquisition or requisition of the said Property has been received or served upon the Promoter in respect of the said Property and/or the project.

21. The Flat Purchaser/s himself/herself/ itself/ themselves with intention to bind all persons into whomsoever hands the Flat may come, doth / do and each of them doth hereby covenant with the Promoter as follows:-

(a) To maintain the Flat at the Flat Purchaser's/s' own cost in good tenantable repair and condition from the date commencing after notice is given by the Promoter that the Flat is ready for occupation and use or from the date possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat is situated, staircase or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof.

(b) Not to store in the Flat or on the open terrace or on the open space on the said Property any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on upper floors which may damage or are likely to damage the staircases, common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is

caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Flat Purchaser/s in this behalf, the Flat Purchaser/s shall be liable for the consequences of the breach and shall be liable to make good all and any such damage thereby caused.

(c) To carry at his/ her/their/its own cost all internal repairs to the said Flat in good workmanlike manner and maintain the Flat in the same condition, state and order in which it was delivered or offered for delivery by the Promoter to the Flat Purchaser/s and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat which may be in contravention of the rules, regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Flat Purchaser/s committing any act in contravention of the above provisions, the Flat Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority as well as to the flat purchasers and acquirers of other flats in the said Building to be constructed on the said property.

(d) Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains pipes in the Flat and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat without the prior written permission of the Promoter and/or the Co-operative Society.

(e) Not to erect any temporary or permanent or other structure on any part of the open terrace of the said Flat or on any part of the open space on the said property.

(f) Not to use the open spaces of the layout of the said property for any purpose other than the purpose that is permissible.

(g) Not to do or permit to be done any Act or thing which may render void or voidable any insurance of the said property and the building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

(h) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said property and the building in which the Flat is situated.

(i) Pay to the Promoter within 15 (Fifteen) days of demand by the Promoter, his/her 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 Flat is situated.

(j) To bear and pay increase in all outgoings including 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 Flat by the Flat Purchaser/s viz. user for any purposes other than for residential purpose or user PROVIDED HOWEVER that nothing contained herein shall be deemed or construed as an authority or permission to the Flat Purchaser/s to change the user of the Flat and further that such payment shall not be deemed or construed as a waiver or condonation on the part of the Promoter or the Co-operative Society as the case may be of such unauthorized change of user.

(k) The Flat Purchaser/s shall not let, sub-let, transfer, assign or part with Flat Purchaser's/ s' interest or benefit factor of this Agreement or part with the possession of the Flat or any portion thereof until all the dues payable by the Flat Purchaser/s to the Promoter under this Agreement are fully paid up.

(l) The Flat Purchaser/s shall duly abide by, observe and perform all the rules, regulations and bye-laws which the Co-operative Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said property and the said building and the flats and premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Flat Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Co-operative Society regarding the occupation and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with and subject to the terms of this Agreement.

(m) The flat purchasers are well aware that automatic sprinkler system shall be provided by the promoter in Lift lobby and common corridor at each floor area, and the same will be further extended inside each flat if the height of the building is above 45 Mtrs by respective flat purchasers as per the standard laid down by T.A.C. & relevant I.S. Specification. The respective Flat Purchasers shall insure work of installation and completion of fire fighting system in respective flat premises as per Maharashtra fire prevention and life safety measures

Act, 2006. In case the respective Flat Purchaser is not able to comply with the same on their own cost, then may approach promoter for installation process as per requirement, however expenses to be incurred for the same shall be borne and payable by the respective Flat Purchaser exclusively. In case of any accident and /or mishap take place due to non compliance on part of the respective Flat Purchaser in their flat premises, then Promoter shall not be hold responsible and liable for same.

(n) Till the Deed of Conveyance of the said Property and the building in which Flat is situated is executed the Flat Purchaser/s shall permit the Promoter and its architects, surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Property and building and the said Flat or any part thereof to view and examine the state and conditions thereof.

22. It is hereby expressly agreed by and between the Promoter and the Flat Purchaser/s and all persons claiming under him/her/it/them that :-

a. The Promoter shall have unfettered full, free and complete right of way and means of access over, along, across and under all internal access roads at all times of the day and night for all purposes and either on foot or with or without carts, carriages, motor-cars, motor-cycles, motor-trucks or other vehicles either laden or unladen or with or without horses and other animals as well as full, free and complete right to store building material on any portion of the said property for the purpose of carrying on construction of the said building as well as for the purpose of constructing additional floors or additional structures on the said Property for consuming the unconsumed F. A. R. (F. S. I.) of the said Property and also full, free and complete right and liberty to lay and connect drains, pipes, electricity, telephone, telegraph, fax, cables and the equipment of other amenities and service facilities for full and proper use and enjoyment of the said Property and/or the neighbouring lands or properties that may have been or that may hereafter be agreed to be purchased or taken for development by the Promoter and if necessary to connect drains, pipes, cables etc., of the additional floors or additional structures to be constructed on the said property as well as of the buildings and structures constructed or to be constructed on such neighbouring lands or property or properties under, over or along the said internal roads or on any portion of the said Property. Specific and suitable provisions shall be made in the Deed of Conveyance hereby contemplated in favour of the Co-operative Society. The Flat Purchaser/s hereby unconditionally and expressly consents/ consent to the same.

b. In the event of the Co-operative Society being formed and registered before the sale and disposal by the Promoter of all the flats and other premises in the building/all the buildings to be constructed on the said Property or on the said Property, the power and authority of the Co-operative Society so formed or of the Flat Purchaser/s or the purchasers of other flats and other premises in the said building/s and on the said property shall be subject to the overall authority and control of the Promoter in respect of any of the matters concerning the said buildings, construction and completion thereof and all amenities pertaining to the same and in particular the Promoter shall have full and absolute authority and control as regards the unsold flats in the building or other premises on the said property and the disposal thereof. The Promoter shall be liable to pay only the Municipal Taxes at actual in respect of the unsold flats and other premises and a token sum of Rs. 11/- (Rupees Eleven) per month towards outgoings in respect of the unsold flats. In case the Deed of Conveyance hereby contemplated is executed in favour of the Co-operative Society before the disposal by the Promoter of all the flats and other premises then and in such case the Promoter shall join in as the promoter/member in respect of such unsold flats and premises and as and when such flats and premises are sold to the persons of the choice and at the discretion of the Promoter, the Co-operative Society shall admit the purchasers of such flats and other premises as members of the Co-operative Society on payment of entrance fee of Rs.100/- and share money of Rs.500/- without charging any premium or other extra amount whatsoever

c. If at any time after the execution of this Agreement any development and/or betterment charges or other levies are charged, levied or ought to be recovered by the Corporation, Government and/or any other public body or authority in respect of the said property and/or the said building in which the said Flat is located then the same shall be borne and paid by all the purchasers in proportion to the areas of their respective flats.

d. If for any reason prior to the completion of the said building and the receipt by the Promoter of the total consideration money receivable by them, a Deed of Conveyance is executed in favour of the Co-operative Society and if on the date of such Deed of Conveyance, the said Building is not fully constructed and /or completed and/or of the said Building and/or any of the flats and/or other portions of the said Property has or have not been disposed off by the Promoter on ownership basis or if the Promoter has not obtained in full the consideration money receivable by it from all the persons who acquire the flats, and other portions in the said property then and in such event,

the Promoter shall have the right to construct and complete the said Building and to dispose off the unsold flats and/or the other portions of the said Property and/or to receive the consideration money even though Deed of Conveyance is executed in favour of the Co-operative Society. Adequate provisions for the above shall be made in the Deed of Conveyance.

e. The Flat Purchaser/s shall permit the Promoter and its servants and agents with or without workmen and others at all reasonable times to enter into and upon the said Flat or any part thereof to view and examine the state and condition thereof and also for the purpose of laying, maintaining, repairing and testing drainage and water pipes and electric wires and cables and for similar other purposes and for all other purposes contemplated by this Agreement.

f. It is clearly agreed and understood by and between the parties hereto that the Promoter shall have the unqualified and unfettered right to sell on ownership basis or allow exclusive user to anyone of its choice the terrace above the top floor of the building constructed by them on the said Property subject to the necessary means of access to be permitted for such purposes as to reach the water tanks of the building in which the said Flat is located. The purchaser/ allottee or the person authorised by the Promoter of or in respect of such terrace/s shall be entitled to make use of the same for all purposes whatsoever, as permissible by law. However, the purchaser/s or allottee/s of such terrace/s shall not enclose or cover the said terrace/s without the written permission of the Promoter and/or the Co-operative Society, as the case may be, and the Corporation.

23. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Flat Purchaser/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or towards the outgoings, and legal charges and shall utilise the amounts only for the purposes for which they have been received.

24. After the Promoter executes this Agreement it shall not mortgage or create a charge on the said Flat and if any such mortgage or charge is made or created, then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Flat Purchaser/s who has/have taken or agreed to take such Flat. Subject to what is stated hereinabove, the Promoter shall be entitled to take any loan from any Bank, Financial Institution or lender on the security of any part or portion of the said Property save and except the said Flat by mortgaging or creating a charge on such part or portion of

the said Property excluding the said Flat or in any other manner.

25. Forwarding this Agreement to the Flat Purchaser/s by the Promoter does not create a binding obligation on the part of the Promoter or the Flat Purchaser/s until, firstly, the Flat Purchaser/s sign/s and deliver/s this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Flat Purchaser/s and secondly, appear for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Flat Purchaser/s fail/s to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Flat Purchaser/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter/s, then the Promoter shall serve a notice to the Flat Purchaser/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Flat Purchaser/s, application of the Flat Purchaser/s shall be treated as cancelled and all sums deposited by the Flat Purchaser/s in connection therewith including the booking amount shall be returned to the Flat Purchasers without any interest or compensation whatsoever.

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

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

28. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent flat purchaser/s of the said Flat, in case of a transfer, as the said obligations go along with the said Flat for all intents and purposes.

29. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to RERA or MOFA or the Rules and Regulations

made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

30. Nothing contained in this Agreement is intended to be nor shall be construed or claimed by the Flat Purchaser/s as a grant, demise or assignment in law of the said Flat or of the said property or of the Building/s or any part thereof. The Flat Purchaser/s shall have no claim save and except in respect of the Flat hereby agreed to be sold to him/her/it/them and subject to what is stated herein all open spaces, parking spaces, lobbies, staircases, common and overhead terraces, recreation spaces etc. will remain the property of the Promoter until the said property and Building are transferred to the Co-operative Society as hereinbefore mentioned. It is hereby expressly agreed and understood and the Flat Purchaser/s hereby covenant/s, agree/s/ and undertake/s that so far as the terrace above the said Building to be constructed on the said property is concerned the ownership thereof will remain with the Promoter and its successors and assigns subject however to the rights of the Co-operative Society/s in whose favour the said Property and the said building is transferred as hereinbefore mentioned and that the members, employees, servant, workmen and agents, of the said co-operative society shall have access over a portion of the said terrace for going to the lift rooms and tanks of the said building and the said Co-operative Society shall also have a right to put up T.V. Antennae and water lines on portions of the said terraces. The Promoter shall be entitled to give licence and authority for putting up telephone and telegraphic equipments and services including antennae and other related equipments and shelters on the said terrace or any part thereof and shall have a right to lay or give rights of laying cables in the open space around the building and draw the cable from the ground floor to the terrace PROVIDED HOWEVER that if any part of the open space around the building is dug up for laying cable or is otherwise damaged on account thereof or otherwise any part of the building is damaged while drawing cables, the same shall be repaired by the Promoter.

31. Wherever in this Agreement it is stipulated that the Flat Purchaser/s have to make any payment, in common with other flat purchasers in the Project, the same shall be in proportion to the carpet area of the said Flat to the total carpet area of all the flats in the Project.

32. Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the

instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

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

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

35. The Flat Purchaser/s shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Indian Registration Act, 1908 and lodge the same for registration and communicate to the Promoter the Registration Office where and the serial number under which the same have been lodged for registration and thereupon the Promoter will attend such office and admit execution thereof it being expressly understood that the only liability of the Promoter is to attend at the Registry/Sub-Registry and admit execution of the document.

36. All notices to be served on the Flat Purchaser/s or the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Flat Purchaser/s or the Promoter, by Registered Post A.D. and notified email id/Under Certificate of Posting at their address specified below -

Name/s.
Address
Notified Email Id:

M/s. Labh Enterprises,
a registered partnership firm,
having its office at 503, Exim Link,

Mulund - Gorgaon Link Road, Nahur (West),
Mumbai- 400 078
Notified Email Id : labhmulund@gmail.com

It shall be the duty of the Flat Purchaser/s and the Promoter 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 Promoter or the Flat Purchaser/s, as the case may be. In the case of joint flat purchasers, all communications shall be sent by the Promoter to the name appearing first and at the address given by him/ her/ it, which shall for all intents and purposes be considered as properly served on all the Flat Purchaser/s.

37. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the attached terrace space in front of or adjacent to the terrace flats belong exclusively to the respective purchaser of the terrace-flat and such terrace spaces are intended for the exclusive use of the respective terrace flat purchaser. The said terrace shall not be enclosed by the flat purchaser till the permission in writing is obtained from the concerned local authority and the Promoter or the Co-operative Society as the case may be. It is further also understood and agreed by and between the parties hereto that the common terraces in front of or adjacent or adjoining the flats in the said Building shall be available in accordance with the reservation thereof made by the Promoter for the exclusive use of the flat purchaser/s, whose flat is adjacent to or adjoining the terrace or his successors in interest in respect of his/ her/ its/ their flat and the other flat purchasers or allottees of flats or premises in the said Building or in the development and construction carried out on the said Property shall not object to such exclusive use of the common adjoining/ adjacent terraces by the flat purchaser/s of the adjoining/ adjacent flats or by his successor in interest, if such a reservation is made by the Promoter.

38. The Flat Purchaser/s hereby expressly agree/s that the Promoter shall be entitled to grant to any properties in the vicinity of the said Property right of way including the right to lay drains, water pipes, electricity, cables, telephone cables and other service facilities and either underground or overhead and so far as right of way is concerned throughout the year without break and at any time of day and night and either on foot or in any of any and every description and both laden and unladen over the internal roads on the said property and to make the said Right of Way available to the owner/s of the properties, workmen, buyers of premises in

buildings, their servants, agents, visitors etc., on such terms and conditions and for such consideration as the Promoter may in its absolute discretion decide. The consideration amount or amounts receivable for grant of such right of way shall belong to and be the property of the Promoter and the Flat Purchaser/s shall not have any right, title and interest or claim to or in the same. The Flat Purchaser/s hereby gives his/her/its/their express consent to the Promoter giving such right of way to any of the adjoining properties or properties in the vicinity and the said consent hereby given by the Flat Purchaser/s to the Promoter shall be deemed to be a consent under the provisions of MOFA and RERA. The Deed of Conveyance to be granted in pursuance of this Agreement shall be granted subject to such right/s of way/s that may be granted by the Promoter in favour of such owners of the properties in the vicinity.

39. This Agreement shall always be subject to the provisions of MOFA, RERA and the rules made thereunder.

40. The Flat Purchaser/s hereby admit/s, record/s and confirm/s that he/she/it/they has/have duly acquainted himself/herself/itself/themselves with the contents of the hereinabove recited No Objection Certificates, Approvals, IOD, Commencement Certificate, Permissions, Agreements, Power of Attorneys, Orders, permissions and other documents papers and writings (“THE SAID DOCUMENTS AND PAPERS”) and the Flat Purchaser/s covenant/s, agree/s and undertake/s to the Promoter that the Flat Purchaser/s shall and will from time to time and at all times hereafter abide by, observe , perform, carry out and comply with all the said terms and conditions stated and contained in the said documents and papers and shall not do any act or commit any breach or delay or default which may prejudice or adversely affect the said orders, letters, certificates, permissions, agreements or otherwise. Acquainting himself/ herself/ itself/ themselves with the contents and provisions of the said documents and papers and the provisions of MOFA, RERA and the Rules made thereunder, the Development Control Regulations and other applicable laws, rules and regulations, the Flat Purchaser/s has/have represented to the Promoter that the Flat Purchaser/s is/ are eligible and entitled to acquire and/or purchase the Flat hereby agreed to be acquired and/or purchased.

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

Regulations thereunder.

IN WITNESS WHEREOF the Promoter and the Flat Purchaser/s have set and subscribed their respective hands hereunto the day and year first hereinabove written.

FIRST SCHEDULE ABOVE REFERRED TO

Property being land bearing C.T.S. No. 1409 admeasuring about 556.80 Sq. meters of Village Mulund (West), Taluka Kurla, Mumbai, bearing Survey No. 1000, Plot No.183 (pt), situate at Valji Laddha Road, Mulund (West), Mumbai 400 080, together with the existing building and structures standing thereon and known as "Sukesh building", consisting ground plus three upper floors (hereinafter referred to as "the said building"). The said building was constructed prior to the year 1969-70 and is assessed by Brihanmumbai Municipal Corporation under Ward No.T-03-0404-00-8 and street No. T-1779(1), in 'T' Ward of Mumbai Municipal Corporation.

SECOND SCHEDULE ABOVE REFERRED TO

Property being land bearing C.T.S. No. 1370 admeasuring about 556.80 Sq. meters of Village Mulund (West), Taluka Kurla, Mumbai, bearing Survey No. 1000, Plot No.183 (pt), situate at Valji Laddha Road, Mulund (West), Mumbai 400 080, together with the existing building and structures standing thereon and known as "Pandu Padma building", consisting ground plus two upper floor (hereinafter referred to as "the said building"). The said building was constructed prior to the year 1965 and is assessed by Brihanmumbai Municipal Corporation under Ward No.T-1779 (2) 183 B in 'T' Ward of Mumbai Municipal Corporation.

THE THIRD SCHEDULE ABOVE REFERRED TO

THE NATURE, EXTENT AND DESCRIPTION OF "THE COMMON AREAS AND FACILITIES" AND OF "THE LIMITED COMMON AREAS AND FACILITIES" SHALL BE AS UNDER :-

A. THE COMMON AREAS AND FACILITIES.

i. Entrance lobby and foyer of the building will for the benefit of the purchaser of the flats and premises in such building.

ii. Compound of the building/s i.e the open area (out of the said property) appurtenant to built up area of the said building/s but excluding the open car parking spaces in the compound allotted /to be sold, allotted and reserved to or in favour of the respective purchasers of flats and premises if permitted and constructed and also excluding the open car parking spaces in the compound sold, allotted or reserved in favour of any flat purchaser/ allottee as mentioned hereinabove in this Agreement.

iii. The staircase and lift of the building/respective buildings including main

landing for the purpose of ingress and egress of the flat purchasers of and visitors to such building but not for the purposes of storing or for recreation or for residence or for sleeping.

iv. Terrace above the top floor of the building/respective building for being used as a means of access to the water tanks by the members owning flats and premises in such building.

B. THE LIMITED COMMON AREAS AND FACILITIES.

i. Landing in front of the stairs on the floor in which the particular flat is located, as a means of access to the Flat but not for the purpose of storing or as a recreation area or for residence or for sleeping;

ii. The landing is limited for the use of the residents of the flats 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.

iii. Terraces in front of or adjacent to or adjoining the flats in the building shall be available for the exclusive use of the flat purchaser of the adjacent or adjoining flats or his/ her/ its/ their successor in interest or the flat purchaser of the flat in front of which the terrace is located or his/ her/ their/ its successor in interest.

iv. Car Parking Spaces, in the compound/ open space/ stilts, sold, allotted or reserved in favour of any flat purchaser/s, shall be available for the exclusive use of such flat purchaser/s and his successors in interest of his/her/their/its flat.

THE FORTH SCHEDULE ABOVE REFERRED TO:

Common Expenses covered under the Society/MSEB Expenses/Taxes/Advance maintenance Deposits :

1. The expenses of maintaining, repairing, redecorating etc. of the building and in particular the roof, water tanks, gutters and rain water pipes of the building, water pipes and electrical wires, in under or upon the building and enjoyed or used by the purchasers in common with the other occupiers of other flats and parking spaces and the main entrance, passages, landings and staircases, of the building and the boundary wall of the building compound, terraces etc.

2. The costs of clearing and lighting the passages, landings, staircases and other parts of the building so enjoyed or used by the purchaser as aforesaid.

3. The costs of the salaries of clerks, bill collectors, sweepers, watchmen etc.

4. The costs of working and maintenance of lifts, water connections, lights and other services.

5. Municipal and other taxes.

6. Insurance and other charges.

7. The cost and charges of the Club House, Swimming Pool & Gymnasium

8. Such other expenses as are necessary or incidental for the maintenance and upkeep of the building.

SIGNED and Delivered by the)
Within named Owners/Promoters)
M/s. LABH ENTERPRISES) For Labh Enterprises
By the hands of its partner)
Mr. _____) Partner
In the presence of:)

SIGNED SEALED AND)
DELIVERED by the within named)
SHOP/OFFICE/FLAT PURCHASER/S)
_____)
_____)
having PAN No/s. _____)
in the presence of.
1.
2.

RECEIVED WITH THANKS from the withinnamed Flat Purchaser/s Mr./Mrs. _____ the sum of Rs._____/- (Rupees _____ _____) in the following manner being the within expressed amount of advance or deposit to be paid by the Flat Purchaser/s to us the Promoter at or before the execution of these presents:-

Sr. No.	Cheque No./ Demand Draft No./ Pay Order No.	Date	Name of the Bank

Witness **We say received**

1. **For Labh Enterprises.**

2. **Partner**

ANNEXURE - 8

LIST OF AMENITIES

GENERAL STRUCTURE

1. Building will be of R.C.C. frame structure.
2. Internal wall will be finished with Gypsum / POP.
3. External plaster of sand face double coated.
4. Terrace waterproofing with brick bat coba & china mosaic finish.
5. The pavement surrounding the building will be in concrete finished with chequered tiles.

DOORS AND WINDOWS

All main doors of the flats shall be of S.W. frame of 5" X 2½" and shutters of solid board, covered with formica on front side fitted with iron oxidised hinges, Godrej night latch, Magic Eye, Safety Chain and Tower Bolt. All windows with anodized aluminium frames of standard thickness and quality. Standard quality of glass shutters. The sizes of the windows are made according to the elevation of Architect. Provision for A.C. Duct or Ventilator in Bedroom.

FLOORING

All rooms, passages and balconies shall have the flooring of Joint Free vitrified ceramic tiles with half tile matching skirting of the same.

KITCHEN / KITCHEN PLATFORM

Kitchen platform of granite with built-in stainless steel sink of suitable size and standard quality. Glazed tiles of 1' x 1' up to beam bottom height, Electric point for Aqua Guard, Mixer, Exhaust fan.

TOILETS & BATH

All the bathrooms shall have concealed plumbing and good quality fixtures of ISI marked and of suitable capacity and flooring of 1' x 1' Ceramic antiskid tiles up to ceiling height in bathrooms, toilets with wall mounted type pots with necessary fixtures on demand. Extra care for waterproofing in toilets with standard material available in the market.

The security cabin and servant toilet shall be provided at Ground floor.

ELECTRIFICATIONS

All the general wiring will be of Concealed type with ISI marked P.V.C. coated copper wires. Every room in apartment will have one Fan point, two light points, two plug points, passage, W.C., Bathroom and balcony will have separate one point each. One electric bell will be provided in each block, intercom facility and provision for internet connection. Lift of OTIS / KONE make of standard shape & size shall be provided.

PAINTING

All doors and windows shall be painted with 3 coats of all paint, Internal surface of walls painted with 2 coats of plastic or any standard paint. External Surface of the Building shall be painted with Texture paint with selected shade.

BOREWELL

Borewell provision will be made subject to permission from the Municipal Corporation for the purpose of flushing, gardening etc.

ENTRANCE LOBBY

Entrance lobby of standard size with decent interior.

Provide an alternate power back-up / Generator for Lift, Lobby & Passage.