(Proforma Agreement for Sale)

AGREEMENT FOR SALE

THIS **AGREEMENT FOR SALE** made and entered into at Mumbai on this _____ day of _____, 201___ BETWEEN:

NEWONE CONSTRUCTIONS PRIVATE LIMITED, a company, registered under the Companies Act, 1956 under Corporate Identity Number (CIN) U45200MH2005PTC152248 and validly existing under the Companies Act, 2013, and having its registered office at S-14, 7th floor, Solitaire Corporate Park, Andheri-Ghatkopar Link Road, Chakala, Andheri (East), Mumbai 400 093, hereinafter called **"the Promoter"** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the One Part

AND

Mr./ Mrs./ M/s. _____

_____

having address at _____

_____

_____

hereinafter called **"the Allottee"** (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 heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and his heirs, executors, administrators and permitted assigns of such last surviving member and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in case of a body corporate/company its successors and permitted assigns) of the Other Part:

WHEREAS:-

A. The Promoter as owner, is absolutely seized and possessed of and well and sufficiently entitled to all that pieces and parcels of land bearing Survey No. 261 (part) (corresponding to City Survey No. 620-A/1A/4A/2/1/8) admeasuring 4,621.40 sq. meters, within Village Malad East, Taluka Borivali, Mumbai Suburban District, situated at Pankaj Shah Marg, Off Film City Road, Goregaon East, Mumbai – 400 063 (hereinafter referred to as "**the said Property**") more particularly described in the **FIRST SCHEDULE** hereunder written and shown by red coloured boundary line on the plan thereof annexed hereto and marked as **Annexure – 1**. Copy of the Property Register Card of the said Property is annexed hereto and marked as **Annexure - 2**;

B. The title of the Promoter to the said Property is described in and certified by Mr. Amit Kanani, Advocate, in Certificate of Title dated 1st July, 2019, a copy whereof is annexed hereto and marked as **Annexure – 3**;

C. The said Property falls within the 'residential' zone as shown in the Development Plan Remarks for P/South Ward issued by Chief Engineer (Development Plan) of the Municipal Corporation of Greater Mumbai ('MCGM') vide letter bearing Ref. No. Ch.E./DP34201902111205089 dated 27th February, 2019;

D. The said Property has been declared as 'Slum Area' under the provisions of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 (hereinafter referred to as "**the Slum Act**"). The Promoter has been appointed as a development for redevelopment of the said Property as per the scheme of rehabilitation and redevelopment under the Slum Act;

E. The Slum Rehabilitation Authority ("**SRA**") has issued Letter of Intent ("**LOI**") bearing no. SRA/ENG/2907/PS/PL/LOI dated 23rd May, 2018 under the relevant provisions of the Development Control Regulations for development of the said Property;

F. In pursuance of the LOI, SRA has issued Intimation of Approval ('**the said IOA**') bearing No. SRA/ENG/PS/PVT/0077/20170131/AP dated 18th March, 2019 and amended IOA bearing Ref. No. PS/PVT/0077/20170131/AP/S-2 dated 24th June, 2019 ('**the said Amended IOA**') for construction of a residential tower on a portion of the said Property. SRA has also issued commencement certificate bearing No. SRA/ENG/PS/PVT/0077/20170131/AP in respect of the said Sale Building on 8th July, 2019 ('**the said CC**'). Copies of the said IOA, the said Amended IOA and the said CC are annexed hereto and collectively marked as **Annexure – 4.** The Promoter shall in due course obtain sanctions for further amendments of the said IOA and shall endorse the said CC for further construction;

G. The principal and material aspects of development of the said Property are briefly stated below:

(i) Scheme of development comprises of construction of buildings for re-habilitation of existing slum dwellers as also construction of buildings for sale. The development shall be in phases. The Promoter shall obtain approvals of plans for construction in stages/phases depending on various factors including construction of building/s for rehabilitation of slum dwellers. The Promoter has reserved rights to modify the scheme of development in any permissible manner;

(ii) The Promoter may at its absolute discretion modify or vary location of RG area and/or location for some or all of the amenities for the building/s to be constructed on the said Property including the Project;

(iii) The Promoter has reserved the right to hand over portion/s of the said Property to any public authority under any scheme without affecting the Project. Any benefit derived from such handing over either in the form of compensation or FSI or in any other manner shall belong to the Promoter alone;

(iv) The Promoter has reserved the right to amalgamate the said Property or any part thereof with any other property and/or any other scheme of slum redevelopment;

(v) The Promoter may divide the said Property and merge part thereof with any other property; provided however that any such act of the Promoter shall not affect the Project;

(vi) The Promoter may utilize any portions of the said Property in any permissible manner including indefinitely deferring development of any portion;

(vii) If it becomes permissible to reduce the area to be allotted for RG, then the Promoter alone shall be entitled to utilize additional land area for development;

(viii) Scheme of transfer/devolution of title of land shall be implemented only after entire development of the said Property;

(ix) FSI that may be generated on any account, including but not limited to, availing FSI against payment of premia, acquiring transferable development rights, fungible FSI, FSI which may become available upon amalgamation/clubbing of plots/properties/scheme/s, increase in FSI due to change in Development Control Regulations, government policies etc., and the same may be used in such manner as the Promoter may deem expedient in its absolute discretion;

(x) The Promoter reserves the right to sell the additional FSI/ balance and/or unutilized FSI/TDR in whatsoever form and by whatever name, in the open market and appropriate sale proceeds arising therefrom to its account. Such sale shall not be objected to or disputed by the Allottee. Allottee shall not be entitled to claim any benefit in respect thereof;

(xi) The Promoter may, if feasible, construct building/s, other than the Project/the said Building, on the said Property. The Promoter may at its discretion register such building/s or combination thereof as separate/multiple projects in such manner as it may expedient. Common amenities of the Project may be in common/combined with common amenities of some other building/s to be constructed and registered as different project.

Above details and aspects of development of the said Property shall hereinafter be referred to as "**Proposed Development of the said Property**"

H. Sale Building, proposed to be constructed by the Promoter shall, inter alia, comprise of two wings, and shall be known as '**Satellite Elegance**' ("**the said Building**"), and is registered as a 'Real Estate Project' by the Promoter ("**the Project**") with the Maharashtra Real Estate Regulatory Authority ("**MahaRERA**"), under the provisions of the Real Estate (Regulation and Development) Act, 2016 ("**RERA**") read with the provisions of the Maharashtra Real Estate (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 ("**RERA Rules**"). MahaRERA has issued the Certificate of Registration No. _____ dated _____ for the said Building

("**RERA Certificate**") and a copy of the RERA Certificate is annexed hereto and marked as **Annexure - 5**;

I. By and under the Deed of Mortgage dated 22nd November, 2017, registered with the Sub-Registrar at Andheri - 7, Mumbai, under Sr. No. BDR-18/8386/2017, the Promoter has mortgaged the said Property in favour of L & T Finance Limited and L & T Housing Finance Limited ("**the Mortgagees**") as security for availing from the Mortgagees finance, inter alia, for construction of building/s on the said Property. The Mortgagees have agreed that the Promoter shall be entitled to allot and/or sell flats in the building/s to be constructed on the said Property and they shall issue 'No Objection Certificate/s' in respect of such allotment/sale subject to the Promoter complying with the stipulated terms and conditions in this regard. The Promoter has reserved the right to create mortgages/ encumbrances as required from time to time without affecting the flat agreed to be purchased by the Allottee. The details of such mortgages shall be disclosed in accordance with the provisions of law;

J. The Promoter has appointed an Architect (registered with the Council of Architects) and a Structural Engineer for the preparation of the designs and drawings of the said Building and for supervision of construction of the said Building. Construction of the said Building shall be under the professional supervision of the Architect and the Structural Engineer (or any suitable replacements / substitutes thereof) till the completion of the Project;

K. The Promoter has availed some of the approvals from the concerned local authority(s) to the plans, specifications, elevation and sections of the said Building and the Promoter shall obtain the balance approvals from time to time, so as to complete construction of the said Building and obtain Building Completion Certificate or Occupancy Certificate;

L. While sanctioning plans for construction of the said Building, concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while constructing the said Building and developing the Project Land and upon due observance and performance of which the completion or occupancy certificate in respect of the said Building shall be granted by the concerned local authority;

M. The principal and material aspects of the Project are briefly stated below:

(i) Construction of the said Building (to be known as 'Satellite Elegance') to be carried out on a portion of the said Property, and more particularly described in the **SECOND SCHEDULE** hereunder written and shown

by blue colour shade on the plan annexed hereto as Annexure – 1 (hereinafter referred to as "**the Project Land**");

(ii) The said Building shall comprise of two wings (A & B), comprising of 1 basement, ground plus 8 floors, having residential flats and parking facilities, 9th and 10th floors having residential flats and common amenities and 11th to 34th floors having residential flats. The Promoter has reserved right to modify the said Plans in any manner as it may deem expedient and/or construct additional floor/s after obtaining necessary further approval/s;

(iii) The Promoter shall develop the said Property to the maximum permissible extent and has reserved right to utilize FSI in respect of the said Property and load further FSI for additional construction as may be permissible after obtaining necessary further approval/s;

(iv) The Occupation Certificate in respect of the said Building shall be obtained only after completion of the Project including construction of building for rehabilitation of slum dwellers on the said Property ('**Rehab Building**');

(v) The common areas, facilities and amenities in the Project that may be available for use by the Allottee are listed in the **THIRD SCHEDULE** hereunder Written ("**Project Amenities**");

(vi) Some of the Project Amenities may be for common use and enjoyment with the allottee/s of the other building/s to be constructed on the said Property and shall be located at a location within the said Property as the Promoter may determine. Plans for construction of some of the Project Amenities are yet to be approved. Location of the Project Amenities may also be used for future development as the Promoter may determine in its absolute discretion;

(vii) Location of RG area and location of common amenities may be shifted if deemed expedient in the course of development of the said Property;

(viii) The Promoter has reserved the right to make such alterations, additions and/or modifications in the building plans and/or amenities as it may deem necessary. The Promoter shall not be required to obtain consent of those allottee/s that are not affected by the proposed alternations, additions or modifications. The Promoter shall obtain prior consent of at least 2/3rd of such of the Allottees, of the floor or wing or Building as the case may be, affected by the proposed alternations, additions or modifications, unless such alteration or addition is required by any

Government authorities or due to change in law. The Promoter has also reserved right to carry out additional construction as permissible under the Development Control Regulations, without adversely affecting area and location of the said Flat, for which the Allottee has given his irrevocable consent;

(ix) The Promoter has reserved rights and shall always be entitled to put up its brand / logo or any advertisement either on hoarding and/or in the form of neon sign and/or by way of letters/designs in any material to be attached on the façade, terrace, compound wall and/or any surface and/or any other part of the said Building. The Promoter has also reserved rights and shall always be entitled to permit installation of cable/s and/or telecommunication antenna/tower/s within the compound and/or on the terrace and/or any surface and/or any other part of the said Building. The Promoter shall also be entitled to avail commercial benefit from and out of such rights reserved by it in any manner;

(x) The details of the formation of the society and conferment of title upon the Society with respect to the Project are set out in this Agreement;

(xi) Details of the Project are available for inspection on the website of MahaRERA;

Above details and aspects of development of the Project shall hereinafter be referred to as "**Proposed Development of the Project**"

N. The Promoter has the sole and exclusive right to sell flats/units in the Project and to enter into this Agreement with the Allottee and receive the Sale Consideration (defined hereinbelow) in respect thereof;

O. The Allottee submitted an Application for allotment of a residential flat in the said Building. In response thereto, the Promoter offered to allot and sell to the Allottee a residential Flat, being Flat No. _____ in _____ Wing on _____ floor of the said Building (hereinafter referred to as **"the said Flat**") at or for the lump sum consideration and on the terms and conditions recorded in this Agreement. The Allottee also requested for allotment of ___ (_____) car parking space for his use;

P. The said Flat shall have carpet area of _____ square meters as computed under the provisions of RERA. Floor plan of the said Flat is annexed hereto and marked as **Annexure – 6** and the said Flat is more particularly described in the **FOURTH SCHEDULE** hereunder written;

Q. Prior to the execution of this Agreement, the Promoter explained to the Allottee scheme of Proposed Development of the Project and Proposed Development of the said Property and the rights reserved by the Promoter. The Allottee has examined a copy of the RERA Certificate. The Allottee demanded from the Promoter and the Promoter has given to the Allottee inspection of all documents including document of title relating to the said Property as also the approved plans, designs, specifications and such other documents in respect of the said Building as specified under RERA and the RERA Rules. The Allottee has availed professional guidance of his/her advocate and architect in examining and inspecting the RERA Certificate and the documents offered for inspection. The Allottee has examined the documents and information uploaded by the Promoter on the website of MahaRERA. Only after such inspection, examination and explanations and after understanding and accepting the scheme of Proposed Development of the Project and Proposed Development of the said Property and the rights reserved by the Promoter, the Allottee accepted offer of the Promoter and agreed to purchase the said Flat from the Promoter and enter into this Agreement;

R. This Agreement supersedes all prior discussions, negotiations, correspondences and drafts exchanged between the parties. The Allottee has agreed that all representations, discussions and marketing material if any given to the Allottee are superseded by this Agreement. This Agreement alone shall provide for the rights and liabilities of either party. The Allottee has agreed and understood that the consideration for the said Flat has been determined on the basis of the scheme of Proposed Development of the Project and the Proposed Development of the said Property and the rights reserved by the Promoter;

S. If the Allottee is required to procure any prior permission under any applicable statute for acquiring the said Flat then Allottee alone shall be responsible to procure such permission at his/her cost. The Promoter shall not be held liable or responsible for the same;

T. Under Section 13 of the RERA Act, the Promoter is required to execute a written Agreement for sale of the said Flat with the Allottee, being these presents, and to register said Agreement under the Indian Registration Act, 1908;

NOW THIS AGREEMENT FOR SALE WITNESSETH AND IT IS AGREED, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS UNDER:-

1. RECITALS & TITLE:

1.1 The aforesaid recitals to this Agreement shall form an integral part of the operative portion of this Agreement as if the same are set out herein verbatim.

1.2 The Allottee has carried out due diligence and accepted title of the Promoter to the said Property and agrees not to raise any further requisitions in this regard. The Allottee has inspected approved plans, designs, specifications and such other documents in respect of the said Building/the said Property as are specified under RERA and the RERA Rules and the Allottee is satisfied with the same and agrees not to raise further requisitions.

2. PLANS:

2.1 The Promoter shall, under normal conditions, construct and complete the said Building in accordance with the plans, designs and specifications as approved, subject to further approvals, alternations and modifications, by the competent authorities from time to time.

2.2 The Promoter is at liberty to make such amendments, alterations, modifications, and/or variations in the said Plans for utilizing full potential of development and/or for complying with applicable regulations or modifications thereto. Such amendments, alterations and/or modifications may include vertical or horizontal extension of the said Building and/or shifting of open/refuge area or any other modification.

2.3 The Allottee hereby accords his/her/their specific irrevocable consent to the Promoter for carrying out such amendments, alterations and/or modifications, including putting up additional construction and/or vertical or horizontal extension of the said Building, as the Promoter may consider necessary or expedient and agree to execute such papers and documents as may be requested for by the Promoter in this behalf. Provided that if such amendments, alterations and/or modifications affect area and location of the said Flat then the Promoter shall be required to obtain prior consent of at least 2/3rd of the affected allottees as provided in subsequent sub-clause.

2.4 It is understood and acknowledged by the Allottee that the Promoter shall not be required to obtain consent of those allottee/s that are not affected by the proposed alternations, additions or modifications. The Promoter shall obtain prior consent of at least 2/3rd of such of the Allottees, of the floor or wing or Building as the case may be, affected by the proposed alternations, additions or modifications, unless such alteration or addition is required by any Government authorities or due to change in law.

2.5 The Allottee agrees not to obstruct and/or raise any objection whatsoever and/or interfere with the Promoter, its nominees or assigns for carrying out such alternations, additions or modifications.

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the Project Land is 5,902 square meters only and Promoter has planned to utilize further Floor Space Index of 12,561 square meters by implementing SRA scheme or availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 18,463 square meters as proposed to be utilized by it on the Project Land in the said Project (construction of sale building) and Allottee has agreed to purchase the said Flat based on the proposed construction and sale of flats to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4. AGREEMENT TO PURCHASE AND SALE CONSIDERATION:

4.1 The Allottee hereby agrees to purchase from the Promoter and the Promoter, upon the terms and conditions of this Agreement, agrees to sell to the Allottee, the said Flat more particularly described in the Fourth Schedule hereunder written together with use of ___ (_____) car parking space/s (hereinafter referred to as "**the said Car Parking Space/s**"), at or for the lump sum price as set out in **Annexure – 7** to this Agreement ('**the Sale Consideration**'). The Sale Consideration includes Rs. Nil being the proportionate price of the common areas and facilities appurtenant to the said Flat. The nature, extent and description of the common areas and facilities and limited Common Areas are more particularly described in the Third Schedule hereunder written.

4.2 The area of the said Flat may vary on actual construction as a result of structural design and/or construction factors such as tiling, ledges, plaster skirting, RCC column etc. The Allottee agrees to accept variation in the carpet area being increase or decrease to the extent of 2% (two per cent) and to that extent the Allottee shall not object to the same.

4.3 The Promoter shall confirm Area of the said Flat after construction of the said Building is complete and the occupancy certificate is granted by the competent authority.

4.4 If there is a variation exceeding 2% (two per cent) in the carpet area stated in this agreement and the carpet area confirmed by the Promoter after receipt of

Occupation Certificate then the Promoter and the Allottee shall make monetary adjustment i.e. if carpet area confirmed by the Promoter is less than the carpet area stated in this Agreement and such variation exceeds the variation limit of 2%, then the Promoter shall refund to the Allottee the proportionate amount within 45 (forty-five) days of such certification with annual interest at the rate specified in the RERA Rules, from the date when such an excess amount was paid by the Allottee, and, if there is any increase in the carpet area, then the Allottee shall be liable to pay to the Promoter, on demand, proportionate additional amount. Proportionate amount for these monetary adjustments shall be derived by dividing the Sale Consideration by the Area of the Flat and thereby arriving at the rate per square meter to be applied for such monetary adjustment.

5. PAYMENT OF SALE CONSIDERATION:

5.1 The Allottee shall pay the Sale Consideration as set out in Annexure – 7 to this Agreement and in the manner specified therein.

5.2 It is clarified that the installments of Sale Consideration shall be payable by the Allottee by way of demand draft/ pay order/ cheque/ RTGS/ ECS/ NEFT, in the name of "Newone Const P L Master Escr AC Elegance" bearing Bank Account No. 50200028978807maintained with HDFC Bank Limited.

5.3 The aforesaid Sale Consideration has been determined after providing appropriate rebate to the Allottee for agreeing to make payment as per the aforesaid installments as against the option of payment of the Sale Consideration in installments in the manner stipulated in the RERA Rules.

5.4 In addition to the Sale Consideration the Allottee has also agreed to pay GST at applicable rates, stamp duty, registration charges and other charges and deposits. GST shall be payable by the Allottee at the applicable rates within three days of each installment of the Sale Consideration becoming due and payable in the manner set out in Annexure – 7. Other charges and deposits payable by the Allottee are as set out in **Annexure – 8** to this Agreement and the same shall be payable by the Allottee prior to being put in possession of the said Flat. If any new tax or cess is imposed on this transaction or if the competent authority levies any new charges on betterment or development of the said Project then such tax or proportionate betterment or development charges shall be payable by the Allottee to the Promoter within seven days of demand by the Promoter.

5.5 Time for payment of the installments of the Sale Consideration and other amounts is of essence to the contract. The Allottee undertakes to pay all installments of the Sale Consideration, GST, stamp duty, registration charges and all other amounts which may become due or payable by the Allottee without

any delay or default, within 7 (seven) days of such payment becoming due irrespective of the Promoter sending an email or a demand letter to the Allottee at the address specified in this Agreement. It is agreed between the parties that the Promoter may send an email or a demand letter to the Allottee for demanding payment of any installment but irrespective of the same the liability of the Allottee to make payment to the Promoter shall commence on and from the date of such installment or such amount becoming due as per the payment terms set out in Annexure – 7 and/or Annexure – 8.

5.6 This Agreement shall not create any right, interest and/or claim in favour of the Allottee in respect of the said Flat unless and until the entire Sale Consideration and all amounts due and payable by the Allottee under this Agreement have been duly paid by the Allottee to the Promoter and the Allottee has not committed breach of any of the terms of this Agreement.

5.7 The Allottee agrees to accept certificate of architect or supervisor of the Promoter certifying area of the said Flat as final and shall not dispute the same. The Allottee also agrees to accept certificate of architect or supervisor of the Promoter certifying stage of completion of the said Building/work done, based on which the any installment of the Sale Consideration or any other amount payable by the Allottee may have become due.

5.8 The Sale Consideration is escalation-free, save and except escalations/increases, due to increase in development or such other 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 Allottee for such increase, the Promoter shall enclose copy of the relevant notification/ order/ rule/ regulation published/ issued in that behalf. Further demand for such increase shall only be applicable on subsequent installments.

5.9 Any payment/s made by the Allottee to the Promoter shall be appropriated in the following manner:-

a. firstly towards recovery of GST / any tax or cess recoverable from the Allottee;
b. Balance remaining thereafter towards interest if any recoverable from the Allottee;
c. Balance remaining thereafter towards the principal sum of the installment/s of the Sale Consideration.

The Allottee shall continue to be liable to pay interest to the Promoter on amounts which may remain unpaid/outstanding.

6. DEFAULT BY THE ALLOTTEE AND THE CONSEQUENCES:

6.1 Without prejudice to all other rights of the Promoter under this Agreement or in law, the Allottee shall be liable to pay to the Promoter interest on all the amounts in default at the rate specified in RERA Rules from the respective due date/s to the date of realization of such amount by the Promoter.

6.2 The right of the Promoter to receive interest as provided in this Agreement shall not entitle the Allottee to delay the payment of any amounts payable in terms of this Agreement on the respective due dates, nor shall it amount to or be construed as a waiver on the part of the Promoter of any of its rights, remedies and privileges in case of default by the Allottee in payment of any such amounts.

6.3 Notwithstanding anything contained herein or otherwise in any other writing, the Promoter shall have the first lien and charge on the said Flat in respect of any amount recoverable by the Promoter from the Allottee.

6.4 Any default in payment of any of the instalments of the Sale Consideration or any amount payable by the Allottee under this Agreement, shall amount to a material breach on the part of the Allottee of the terms of this Agreement. In the event of the Allottee committing 3 (three) defaults of payment of any of the amount payable by the Allottee to the Promoter or in the event of the Allottee committing breach of any of the terms and conditions of this Agreement, the Promoter shall be entitled to serve upon the Allottee 15 (fifteen) days' notice in writing ("**Default Notice**"), specifying the breach or breaches of the terms and conditions of this Agreement by the Allottee and calling upon the Allottee to rectify the breach or breaches as specified in such notice or make payment of the amount in default together with interest thereon. If the Allottee fails to rectify such default or breache/s or make payment of the amount in default together with interest as required within the said period of 15 (fifteen) days, then the Promoter, at its sole option and without prejudice to any other rights and remedies that it may have against the Allottee in that behalf, shall be entitled to terminate this Agreement by issuing a written notice to the Allottee ("**Termination Notice**"), by courier/ e-mail/ registered post A.D. at the address provided by the Allottee. Upon such termination, the Allottee shall cease to have any right or interest in the said Flat or any part thereof. This right of the Promoter shall be without prejudice to its other rights under this Agreement, the RERA Act, or applicable law including the right to recover interest on outstanding amounts recoverable from the Allottee upto the date of Termination Notice. It is agreed that upon such termination the Allottee shall not be entitled to claim any right, title and/or interest over the said Flat.

6.5 Upon termination of this Agreement, the Promoter shall be at liberty to dispose of and sell the said Flat to any other person and at such price as the Promoter may in its absolute discretion think fit.

6.6 Consequent upon such termination of this Agreement, the Promoter shall only be liable to refund to the Allottee, without any interest and within a period of 30 (thirty) days of termination, the amounts which may till then have been paid by the Allottee towards the Sale Consideration, subject to the deduction of (a) 10% of the Sale Consideration towards agreed liquidated damages payable by the Allottee to the Promoter, (b) the interest if any recoverable from the Allottee on the arrears/outstanding amount and (c) any arrears recoverable from the Allottee towards GST and/or any other tax. The amount so payable by the Promoter to the Allottee shall be the full and final settlement of all rights, claims and demands of the Allottee under this Agreement / in respect of the said Flat.

6.7 It is clarified that the Promoter shall not be liable to refund to the Allottee any other amount paid or incurred by the Allottee including amounts paid by the Allottee towards stamp duty, registration charges, interest on arrear/s if any, GST and/or any tax or cess.

6.8 If the Allottee shall have availed a loan from a bank or any other lender ('**the Lender**') against security of the said Flat, then, in the event of (a) the Allottee deciding to cancel this Agreement, or (b) the Promoter exercising its right to terminate this Agreement, the Allottee shall be liable to repay the mortgage debt to the Lender within seven days of the said cancellation/termination. Further in such event the amount/s to be refunded by the Promoter to the Allottee shall be refunded by the Promoter to the Lender and the Promoter shall have irrevocable authority to obtain release of charge of the Lender and obtain from the Lender the original agreement for sale and/or any other document relating to the said Flat. If there is any shortfall, then the Allottee shall be liable to pay the same to the Lender and ensure that the said Flat shall stand released from the charge of the Lender. Notwithstanding the above, the Allottee's obligation to the Lender to repay shall remain absolute and unconditional.

6.9 Simultaneously against the Promoter refunding the amount/s, if any, refundable to the Allottee or if nothing is refundable to the Allottee then upon demand by the Promoter, the Allottee shall sign and deliver to the Promoter, a deed of cancellation, in such form as may be required by the Promoter and if the Promoter shall require to register such deed of cancellation then the Allottee shall admit execution of such deed of cancellation before the sub-registrar of assurances on such date and time as set by the Promoter. Right of the Promoter to sell the said Flat to any one else and all other rights of the Promoter arising upon termination of this Agreement shall remain unaffected irrespective of the Allottee having signed such deed of cancellation.

6.10 Until the Allottee shall have made payment of the entire Sale Consideration and all other amounts payable by the Allottee to the Promoter, with interest, if any,

the Allottee shall not be entitled to possession of the said Flat. Subject to the conditions herein contained, sale and transfer of the said Flat by the Promoter in favour of the Allottee shall be complete only after the entire Sale Consideration and all other amounts payable by the Allottee in terms of this Agreement are paid in full by the Allottee to the Promoter.

7. AMENITIES:

7.1 The fixtures, fittings and amenities to be provided by the Promoter in the said Building and the said Flat are those that are set out in the Third Schedule hereunder written. The Allottee agrees that, if there is an uncertainty about the availability of fixtures, fittings or amenities or the materials required to be provided either in terms of quantity and/or quality and/or delivery and/or for any other reason beyond the control of the Promoter, the Promoter shall, at its discretion, be entitled to modify or change the fixtures, fittings and amenities to be provided in the said Building and/or the said Flat. In such circumstances, the Promoter shall substitute the fixtures, fittings and amenities without any approval of or notice to the Allottee in as much similar specification and/or quality as may be available and required during the stage/time of the construction in order to enable the Promoter to offer at the earliest/ on time the possession of the said Flat to the Allottee. The fixtures, fittings and amenities being provided by the Promoter in the said Flat are free of cost and the Allottee agrees not to claim any reduction or concession in the Sale Consideration and/or in the amounts payable under this Agreement on account of any change or substitution in the fixtures, fittings or amenities provide by the Promoter.

8. OBLIGATIONS OF THE PROMOTER:

8.1 The Promoter agrees to observe, perform and comply with the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the plans or thereafter and shall, before handing over possession of the said Flat, obtain from the concerned local authority, either full or part Building Completion Certificate or Occupation Certificate in respect of the said Flat.

8.2 The Promoter declares that the said Building is being constructed from FSI of the said Property as also premium FSI, TDR and fungible FSI. The Promoter has declared FSI to be used in construction of the said Building.

8.3 The Promoter shall be responsible to repay the loan obtained by it and shall ensure that title of the said Building to be transferred in favour of Society of allottee/s of flats/units in the said Building shall be clear and free from encumbrances.

9. RIGHTS OF PROMOTER:

9.1 Under the present Agreement, the Promoter has agreed to sell and transfer only the said Flat to the Allottee. It is expressly agreed that the rights of the Allottee under this Agreement are limited and restricted to the said Flat. The Promoter shall be entitled to sell, deal or dispose of other flats/premises in any manner whatsoever to any third party and attach such rights as it may deem fit with such flats/premises. The Promoter shall be entitled to modify or vary terms of sale of any flat and attach any other rights with any flat/premises without any reference to the Allottee. Provided however that right of the Allottee in respect of the said Flat shall not be affected by the Promoter.

9.2 The Allottee has agreed, accepted and confirmed the Proposed Development of the said Property and the said Project by the Promoter in the manner more particularly described in the Recitals heretobefore and in conformity with the plans sanctioned/to be sanctioned, subject to further approvals and modifications to be obtained from time to time. Common amenities of the Project may be in common/combined with common amenities of some other building/s to be constructed and registered as different project/s. The Promoter has agreed to sell the said Flat subject to the rights reserved by it and the Allottee has agreed to purchase the said Flat after accepting and confirming the rights reserved by the Promoter in this regard.

9.3 The Allottee expressly consents and confirms the irrevocable and unfettered right of the Promoter to construct the said Building and other structures on the said Property and/or additional floors on the said Building being constructed/ to be constructed in the future on the said Property in the manner as per the permissions / approvals received from time to time, without any further or other consent or concurrence in future. These consents and confirmation shall be treated as irrevocable No Objection, consent, permission given by the Allottee, under Section 14 of the RERA or any amendment shall be deemed to have been complied herewith, to the same as long as the area and location of the said Flat is not affected.

9.4 The Allottee hereby further gives irrevocable consent to the Promoter to carry out additional construction on the terrace or otherwise in or upon any part of the said Building as permissible under applicable law and the Allottee also gives irrevocable consent and authority to the Promoter for the demolition, removal and relocation of the water tank, septic tank, security cabin or any other erection for the time being, if required by the Promoter, to carry out such additional construction.

9.5 Additional construction put up by the Promoter by availing benefit of additional Floor Space Index either by constructing additional floors or in any other

permissible manner will be the sole and absolute property of the Promoter alone. The Promoter shall remain entitled to put up such construction until transfer of the said Building and the land underneath and appurtenant thereto in favour of the Society.

9.6 The Allottee hereby grants authority to the Promoter to sign and execute papers and documents if required for the purpose of enabling the Promoter to make modifications in the layout and plans of construction so long as the same do not affect the area and location of the said Flat or if such modifications become necessary due to any change in law or to comply with any direction of any competent authority.

9.7 The Allottee has given irrevocable consent to the following and the Promoter shall not be required to obtain consent for the following:

(a) any minor additions or alterations.
(b) any addition or alterations to any club house, common areas, amenities, etc.
(c) any addition or alteration in compliance of any direction or order issued by the competent authority or statutory authority under any law of the State or Central Government.
(d) any additional construction permitted under law which does not affect the area and location of the said Flat.

It is understood and acknowledged by the Allottee that the Promoter shall not be required to obtain consent of those allottee/s that are not affected by the proposed alternations, additions or modifications. The Promoter shall obtain prior consent of at least 2/3rd of such of the Allottees, of the floor or wing or Building as the case may be, affected by the proposed alternations, additions or modifications, unless such alteration or addition is required by any Government authorities or due to change in law.

9.8 The Allottee is aware that the said Building is constructed with concession in open spaces/joint open spaces. The Allottee is also aware that the Promoter has agreed to execute registered undertaking in favour of SRA for the following:-

(a) not to misuse part/pocket terrace
(b) not to misuse stilt
(c) not to misuse refuge area
(d) to demolish excess area if constructed beyond permissible FSI
(e) not to misuse mechanical/stack parking system
(f) not to misuse entrance lobby
(g) maneuvering space for car parking is inadequate and no claims/damages/risks shall be made against CEO (SRA) and its staff in this regard

(h) rain water harvesting system shall be maintained in good working conditions at all the times.

(i) surrounding open spaces, parking spaces and terrace shall be kept open.

It is further agreed between the parties that all undertaking, declaration, Indemnity bond/ bonds, deeds and writing/s given/executed by the Promoter in favour of concerned bodies/authorities in respect of the said Project and/or the said Property and its development shall be binding upon the Allottee and Society formed of the allottees of flats/ premises in the said Building. The Allottee agrees to abide by the aforesaid undertaking/s and agrees not to hold SRA liable as aforesaid.

9.9 In the event of the Society being formed and registered before the sale and disposal by the Promoter of all the flats/ premises in the said Building, the power and authority of the Society so formed or that of the Allottee and the allottee/s of other flats/premises in the said Building shall be subject to the overall authority and control of the Promoter in respect of any of the matters concerning the said Building and other building/s, the construction and completion thereof and all the amenities pertaining to the same and in particular Promoter shall have the absolute authority and control as regards the unsold flat/ premises and disposal thereof. The Promoter shall be liable to pay only the municipal taxes, at actuals, in respect of the unsold flat/ premises, if any. In case the Society is formed before the disposal by the Promoter of all the flats/ premises then the Promoter shall at its option (without any obligation) join in as a member in respect of such unsold flat/ premises and as and when such flat/ premises are sold, the Society shall admit such Allottee as the member/s without charging any premium/ transfer fees or extra payment of any nature whatsoever.

9.10 Till the entire development of the said Property is completed, the Allottee shall not interfere in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and say over the un-allotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/ or any other common facilities or the amenities to be provided in the said Property and neither the Allottee nor the Society shall object to or obstruct in the authority and control of the Promoter in this regard.

9.11 The Allottee shall not take any objection, on the ground of nuisance, annoyance, and/or claiming any rights, of easement, and/or any rights in nature of an easement and/ or obstruction of light, air, ventilation, open space and/ or open area, and/ or on any other grounds, of any nature whatsoever and/ or shall not directly or indirectly do anything and/ or shall not ask for an injunction, and/ or prohibitory order and/ or calling the SRA or MCGM or any other authorities to issue stop work notice, and/ or withdraw and/ or suspend or cancel any orders passed and/ or approved Plans so as to prevent the Promoter, or any of their

nominees or transferees, from developing and/ or to carry out construction, on the said Property and/ or on adjoining properties.

9.12 The Promoter shall be entitled to construct site offices/ sales lounge in the said Property and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the Project Land or any portion thereof is conveyed/ assigned to the Society.

9.13 In the event of the Promoter having paid or being required to pay any amount by way of premium, betterment charges, development charges, transfer charges, etc. payable to any sanctioning authority or other authority or the Government of Maharashtra, then the same shall be reimbursed by the Allottee to the Promoter in proportion to the carpet area of the said Flat or otherwise as may be determined by the Promoter and non-payment of the same, shall constitute a breach of this Agreement.

9.14 The Promoter shall have the right to allot any space in the said Property to third party service provider/s for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the buildings that may be developed on the said Property. The Promoter shall also be entitled to allot any space in the said Building/the said Property to any utility provider either on leave and license or leasehold basis. Terms agreed in this regard by the Promoter shall be binding on the Allottee/the society.

9.15 Under the present Agreement, the Promoter has given a bare permission to the Allottee, to enjoy the common facilities like internal roads, garden, recreation, open space or otherwise, of the said Property which at the discretion of the Promoter is liable to be shifted, without giving any prior intimation and/ or notice in writing, to the Allottee, and Allottee shall not be entitled for any loss, damages, costs, charges, expenses or otherwise of any nature whatsoever from the Promoter or their nominees or transferees on this account.

9.16 Notwithstanding the other provisions of this Agreement, the Promoter shall be entitled to nominate any person ("**Project Management Agency**") to manage the operation and maintenance of the said Building and the infrastructure on the said Property, common amenities and facilities on the said Property for a period of fifteen years or until the Society is formed and the charge for maintenance is handed over to the Society or until said Property is fully developed (as determined by the Promoter) whichever is later. The Promoter shall have the authority and discretion to negotiate with such Project Management Agency and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/ them. The cost incurred in appointing and operating the Project Management Agency shall be borne and paid by the allottee/s /

occupants of the buildings that may be developed in the said Property including the Allottee on a pro rata basis as part of the maintenance/club house charges.

9.17 The Allottee agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter or the Project Management Agency, including without limitation, payment of the Allottee's share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the said Project and common areas and facilities within the said Property and buildings constructed thereon and inclusive of the payment of fees of the Project Management Agency.

9.18 Subject to the obligations assumed in respect of the Project, the Promoter as sole owner of the said Property shall continue to have full and absolute discretion, to do all acts, so as to exploit full present or future or proposed residential or commercial potential (if any) of the said Property. The Promoter shall also be entitled to use utilize and consume the development potential of the said Property in the manner as the Promoter may deem fit and proper in their absolute discretion.

9.19 Notwithstanding anything contained under this agreement, in case of any conflict with the details provided in Brochures, Pamphlets, Literature, and/ or Plans / in this Agreement, the provisions of this Agreement shall prevail. The Allottee confirms and consents that the Allottee has purchased the said Flat solely on the basis of the terms and conditions and representations made in this Agreement and nothing contained in any brochures, pamphlets, literature or any other material shall be binding on either Party and this Agreement supersedes all earlier documents, letters, brochures and/or oral/written representations whatsoever.

9.20 Irrespective of disputes if any, which may arise between the Promoter and the Allottee and/ or the Society, all amounts contributions and deposits, including amounts payable by the Allottee to Promoter, under this Agreement, shall always be paid punctually by the Allottee, to the Promoter and shall not be withheld pending the disputes, by the Allottee for any reason, whatsoever.

9.21 The Promoter shall be at liberty to sell, assign, transfer, mortgage or otherwise deal with its right, title and interest in the said Property and/ or the said Building and/or assign the Project to a third party provided that the same does not in any way materially prejudice the right of the Allottee in respect of the said Flat agreed to be sold to the Allottee. The Promoter shall also be entitled to transfer and/ or assign the benefit of additional F.S.I./ T.D.R. or any other rights of the said Property to any third party and/or to allow any third parties to use and/or consume T.D.R. or any other benefits or advantages of any other properties, on

the said Property, who shall be entitled to all the rights mentioned above, including to do construction mentioned above.

9.22 Under the present Agreement and at this stage, Promoter intends to use actual FSI and TDR alongwith any additional FSI/ TDR available on payment of premium on the said Property and the Plans have been approved presently only on actual FSI of a portion of the said Property. The Promoter, however, reserve their right, to use the unutilized FSI/ any other development potential/ TDR and the FSI/ any other development potential that may become available in future in respect of the said Property and TDR of any other property on the said Property for construction of buildings/additional buildings on the said Property. For all times in future, Promoter shall be entitled to use/ consume or exploit it, till Conveyance or any other final transfer document in respect of the said Property is executed in favour of the Society. For the purpose of consuming such balance and/ or additional FSI/ TDR, the Promoter shall be entitled to construct any vertical or horizontal extension of the said Building/any other building and/ or put up additional floors and/ or the new or additional structure/ building, as the Promoter may think fit and proper and to do all such things, as may be necessary for this purpose and as permissible under the applicable laws.

9.23 The Allottee hereby grants their irrevocable consent to the Promoter for mortgaging the said Property or any part thereof along with the building/s being constructed on the said Property save and except the said Flat in favour of any bank, financial institutions, body, trust, lenders, persons etc., to enable the Promoter to augment the fund for development of the said Property. The Promoter shall clear the mortgage debt in all respect before the execution of Conveyance or any other final transfer document in respect of the said Property in favour of the Society.

9.24 The Allottee hereby also grants his irrevocable authority, permission and consent to the Promoter and agrees and undertakes that:

i) The Allottee shall do and perform all necessary acts, things and matters, including signing, executing and admitting execution of all further and other deeds, documents, writings, papers, forms, applications, etc. as may be directed by the Promoter and which the Promoter may in their sole and absolute discretion deem fit and proper, putting into complete effect the provisions of this Agreement.

ii) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Property and/or said building or any part thereof. The Allottee shall have no claim save and except the said Flat hereby agreed to be sold hereunder and all open spaces, lobbies, common space, parking stilt, podium or basement, staircase, garden, club, gymnasium, terraces, recreation spaces etc. remain the property of the Promoter until the said Property and the

building/s thereon are conveyed to the Society as herein mentioned.

iii) Unless the context otherwise suggests or warrants, all obligations, conditions and liabilities herein imposed upon the Allottee whether expressly or impliedly, shall be deemed to be covenant running with the said Flat and shall be binding upon the Society.

iv) For all or any of the purposes mentioned under this Agreement, the Promoter shall be entitled to keep and/ or store any construction materials, on any portion of the said Property for carrying out additional constructions, and/ or to have additional electricity supply and/ or additional water supply and for the purpose of construction, to do all such further acts, deeds, matters and things as may be necessary.

v) The Allottee shall not take any objection on the ground of any nuisance, noise and/ or shall not claim any easement rights and/ or any other rights in the nature of easement or prospective or other rights of any nature whatsoever and/ or shall not directly and/or indirectly do anything and/ or shall not ask for an injunction, and/ or prohibitory order and/ or calling the SRA or Municipal or any other authorities to issue stop work notice, and/or withdraw and/ or suspend or cancel any orders passed and/ or approved plans so as to prevent the Promoter, or any of their nominees or transferees, from developing and/or to carry out additional construction, on the said Property and/or on adjoining properties.

vi) The Promoter may have to provide certain amenities plot/ area/facilities to the SRA. The Allottee or their nominee or assignee or Society hereby specifically and unconditionally agrees and undertakes that all the TDR/ FSI and any other benefits/ advantages present or future arising out of the said amenities plot/area/ facilities shall solely and exclusively belong to the Promoter alone and Allottee or their nominees or assignee or Society hereby waive all such claim etc.

vii) The Promoter has further informed to the Allottee that in addition to the above any additional benefits arising out of the said amenities plot by any reason whatsoever nature, the Promoter will exclusively be entitled to make or use such claim or benefits/ advantages of the said amenities plot and the Allottee or their nominee or assignee or Society will not have any claim, objection or protest of any nature at any time in future hereafter.

viii) In the event of a portion of the said Property being notified for setback prior to the transfer of the said Property to the Society, the Allottee hereby specifically and unconditionally agree and undertakes that the Promoter alone shall be entitled to the TDR/ FSI and any other benefits/ advantages present or future arising out of the said setback area shall solely and exclusively belong to the Promoter alone and Allottee or their nominees or assignee hereby waive all such claim etc.

ix) It is clearly agreed and accepted by the Allottee that neither the Allottee nor any of their assignee or nominee will have any claim, right, title or

interest on any part of the said Property, said Building, open space, car parking (except the space if any allotted as per the terms of this agreement), amenities plot save and except the said Flat which is agreed to be sold under this Agreement.

x) The terrace on top of the building shall be a part of the common area/amenities available and no individual Allottee/s shall have exclusive right to the same.

9.25 The Allottee hereby agrees, accepts and confirms that the Allottee has agreed to acquire the said Flat after understanding that full potential of the development has been reserved by the Promoter in respect of the said Project and the said Property in the manner more particularly set out in the recitals and terms of this Agreement and the Allottee has agreed to purchase the said Flat after agreeing to the unfettered and vested rights of the Promoter in this regard.

9.26 It is expressly agreed between the Parties that the Sale Consideration payable under this Agreement by the Allottee is inter alia based on and arrived at after taking into consideration all the authorities, permissions and consents provided by the Allottee under this Agreement. In the event that the Allottee withdraws his/her consent or in the event the validity of the same is challenged by the Allottee, then the amount of Sale Consideration shall automatically stand enhanced to include any direct and/or indirect loss, damage, claim, expenditure (including loss of business) suffered by the Promoter due to such consent not being granted to the Promoter.

9.27 Various terms and conditions of this Agreement shall always be read subject to the terms and conditions, mentioned in the aforesaid paragraphs.

10. POSSESSION:

10.1 The Promoter shall, subject to force majeure conditions, complete construction of the said Building and offer possession of the said Flat to the Allottee (subject to and only after the Allottee shall have made full payment of the Sale Consideration and all other amounts and have complied with the terms of this Agreement) on or before 31st December, 2023 ("**Possession Date**");

10.2 Provided however that the time for offering possession of the said Flat shall stand extended if construction of the said Building is delayed on account of following force majeure events ("**Force Majeure**"):

(i) force majeure conditions such as strikes or other labour actions, War (whether declared or not declared) or other hostilities (including terrorist action, sabotage, riot, insurgence or civil commotion); Blockage or

embargo; curfew or bandh/s; Adverse natural phenomena (earthquake, hurricane, storm, flood, etc.); Fire; Accident; Epidemic.

(ii) any notice, order, rule, notification of the Government or statutory, public, judicial, quasi-judicial or competent authority adversely affecting and/or preventing/restricting the development of the said Property, the Project Land /construction and completion of the said Building;

(iii) change/amendment in law/rules/regulations, including provisions of DC Regulations or regulations of SRA;

(iv) delay in receipt of approvals beyond standard regulatory periods;

(v) any such other reasons beyond the control of and unforeseen by the Promoter and/or not directly attributable to the neglect or failure of the Promoter;

In the event of occurrence of any one or more of the aforesaid event/s the Possession Date shall stand extended suo moto by the period during which such conditions/ circumstances/ reasons beyond the control of the Promoter shall have prevailed plus a further period of one month for re-mobilisation. Further in such circumstance the Promoter shall not be construed as being in breach of its obligation. Also in such event the Allottee shall not be entitled to terminate this Agreement and ask for the refund of the amount paid by the Allottee to the Promoter.

10.3 If the Promoter fails to offer possession of the said Flat on or before 31st December, 2023 or the extended period, if any (on account of the circumstances recited in the afore-stated clause 10.2), then and in such event, the Allottee shall have an option to either:

(i) give notice to the Promoter for termination of this Agreement and the Promoter shall within 3 (three) months from receipt of such termination notice, refund to the Allottee the amounts that may have been received by the Promoter from the Allottee towards the Sale Consideration along with interest at the rate specified under the RERA Rules from the date the Promoter received such amounts till repayment and on such refund and payment neither party shall have any claim against the other in respect of the said Flat or under this Agreement and that the Allottee shall issue a no dues certificate in favour of the Promoter upon the Promoter making the said payment to the Allottee. Upon such termination by the Allottee, the Allottee shall only be entitled to the amount receivable from the Promoter and he shall not have any claim in

respect of the said Flat or any other claim either under this Agreement or otherwise against the Promoter and that simultaneously against receiving the amount receivable from the Promoter as stipulated herein the Allottee shall be bound to issue a no dues certificate in favour of the Promoter and sign and deliver in favour of the Promoter a deed of cancellation of the said flat in such form as the Promoter may require. On receiving notice of termination from the Allottee, the Promoter shall be at liberty to sell, transfer or dispose of the said Flat to any other person or persons at such price and upon such terms and conditions as the Promoter may deem fit.

OR

(ii) in the event the Allottee does not intend to withdraw from the Project, then the Promoter shall pay interest at the rate specified under the RERA Rules for every month of delay from the Possession Date, on the amount paid by the Allottee towards the Sale Consideration. The interest shall be paid by the Promoter to the Allottee till the date of the Promoter offering to hand over the possession of the said Flat to the Allottee at the time of offering possession of the said Flat to the Allottee. The Promoter shall be entitled to adjust amount by it towards the said interest against any amount if any recoverable by the Promoter from the Allottee.

10.4 The Allottee hereby acknowledges and agrees that he/she/they shall, within a period of 15 days from the date of such failure to deliver possession of the said Flat, choose either of the aforesaid remedies and not both. If the Allottee fails to choose either of the aforesaid remedies within the said period, it shall be deemed that he has accepted sub-clause 10.3 (ii) hereinabove and shall accordingly be entitled to interest only. It is further agreed between the parties hereto that in case the Allottee elects his remedy under Sub-Clause 10.3 (ii) above then in such a case the Allottee shall not subsequently be entitled to the remedy under Sub-Clause 10.3 (i) above.

10.5 The Allottee shall take possession of the said Flat within 7 (Seven) days of the Promoter giving written notice to the Allottee intimating that the said Flat is ready for use and occupation and offering possession of the same to the Allottee ('**Notice of Possession**'). The Allottee shall be entitled to inspect the said Flat before taking possession and shall before taking possession of the said Flat sign and deliver to the Promoter necessary writing, undertaking and such other documentation as may be required to be delivered to the competent authorities and/or as may be required by the Society/ Promoter. Commencing from the expiry of 7 (seven) days from the date of Notice of Possession, the said Flat shall be at the risk of the Allottee (irrespective of whether possession of the said

Flat is actually taken by the Allottee or not) in all respects, including loss or damage arising from the destruction, deterioration, or injury to the said Flat.

10.6 On and from the date of Notice of Possession or the date of the Allottee entering upon the said Flat for making furniture etc. (whichever is earlier), the Allottee shall become liable to pay proportionate taxes and outgoings in respect of the said Flat.

10.7 Time is of the essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for handing over possession of the said Flat to the Allottee. Similarly, the Allottee shall make timely payments of the instalment of the Sale Consideration and other dues payable by him/her and meeting the other obligations under the Agreement.

11. OTHER AMOUNTS PAYABLE BY THE ALLOTTEE:

11.1 The Allottee shall before entering into the said Flat either by taking possession of the said Flat or for making furniture etc. pay to the Promoter the amounts set out in **Annexure – 8** to this Agreement, in addition to the Sale Consideration agreed to be paid by the Allottee.

11.2 The Promoter shall utilize the amount collected towards legal charges for meeting all legal costs, charges including the professional cost of the Attorney/ Advocates of the Promoter in connection with formation of the Society preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement and the conveyance/ assignment of lease and in case of any short fall in the expenses, the Allottee agrees and accepts to pay the Promoter for the same.

11.3 In the above payments/ deposits, if there is any increase in the rate of electricity service provider, gas services provider or any of the abovementioned items or any services, same shall be payable by the Allottee before possession of the said Flat. In addition to the above any GST and or any other new levies/ tax that may become due and payable at any time hereinafter on the aforesaid charges shall be borne and paid by the Allottee alone.

11.4 Provisional monthly contribution payable in advance for ___ months by the Allottee to the Promoter as indicated in Annexure – 8 to this Agreement shall be utilized by the Promoter in payment of proportionate share of outgoings in respect of the said Flat (based on proportion the Carpet Area of the said Flat bears to the Carpet Area of all the flats/units in the said Building) including but not limited to property tax and other local taxes levied by MCGM and such other charges as levied by the concerned local authority and/ or Government, water charges, insurance, common lights, repairs and salaries of the clerk, bill

collectors, chowkidars, sweepers, liftman, electricians, club subscription and usage charges, maintenance and upkeep of club house and all other expenses necessary and incidental to the management and maintenance of the said Property and said Building.

11.5 The amounts so paid by the Allottee to the Promoter shall not carry any interest.

11.6 Upon formation of the Society and upon the Society taking over responsibility of collections and payment of outgoings and management and maintenance of the said Building and its facilities, the Promoter shall be liable to refund to the Society only the unexpended balance if any of the maintenance charges paid in advance for ____ months and share money as mentioned in Annexure – 8 in the course of handing over of affairs of the said Building to the Society.

11.7 Until the Society is formed and the said Building is transferred to it, the Allottee shall, if the aforesaid arrangement is insufficient, pay to the Promoter whether demanded or not at all times such proportionate share of outgoings, all rates, taxes, dues, duties, impositions, outgoings, burden, water charges, insurance premium, maintenance, common lights charges, repairs, salaries of employees (bill collector, chowkidar, liftman, sweeper, etc.) and all other expenses of and incidental to the management and maintenance of the said Building and club house whether the same are charged separately or as a part of maintenance bills in the manner as the Promoter may determine. The Allottee undertakes to pay such provisional monthly contributions and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

11.8 In the event if the Promoter has expended amounts in excess of the amounts collected then the Allottee shall forthwith on demand pay and deposit the difference to the Promoter.

11.9 Subject to what is stated herein above, the Promoter shall maintain a separate account in respect of sum/s received by the Promoter from the Allottee as advance or deposit, on account of the share capital of the Society, and shall utilize the amounts collected for the purpose for which they have been received;

11.10 On and from the date of Notice of Possession, the Allottee shall be liable to bear and pay the proportionate share of the aforesaid outgoings in respect of the said Flat (based on proportion the Carpet Area of the said Flat bears to the Carpet Area of all the flats/units in the said Building).

11.11 The Allottee agrees and confirms that as from the date of delivery of possession of the said Flat, the Allottee and other allottee/s shall observe and perform all the rules and regulations of the Municipal Corporation and other statutory

bodies and shall indemnify and keep indemnified the Promoter against any loss or damage.

12. SET OFF/ ADJUSTMENT

The Allottee hereby grants to the Promoter the unequivocal and irrevocable consent to recover/ set off/ adjust the amounts payable by the Allottee to the Promoter including the total consideration, the said charges, interest and/ or liquidated damages from the amounts if any, payable by the Promoter to the Allottee. The Allottee agrees and undertakes not to raise any objection or make any claims with regard to such adjustment/ set off and the claims, if any, of the Allottee, in that regard, shall be deemed to have been waived.

13. DEFECT LIABILITY:

13.1 If within a period of 5 (five) years from the date of making available the said Flat to the Allottee for fit-outs or from the date of Promoter offering possession of the said Flat to the Allottee whichever is earlier, the Allottee brings to the notice of the Promoter in writing any major structural defect or defect in workmanship of the said Flat or the material uses thereon (wear and tear and misuse excluded), wherever possible, such defects (unless caused by or attributable to the Allottee) shall be rectified by the Promoter at its own cost. Provided further, if any defect or damage is found to have been caused due to any changes carried out by the Allottee or due to the negligent use, act or omission of the Allottee or his agents, then the Promoter shall not be liable for the same. If any of such works are carried out without the written consent of the Promoter the defect liability shall automatically become inoperative. The word ‘defect’ here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of the premises by the Allottee/occupants;

13.2 It shall be the responsibility of the Allottee to maintain his Flat in a proper manner and take all due care needed including but not limited to ensuring that the tiles in the bathroom in his flat are regularly filled with white cement/ epoxy to prevent water seepage.

13.3 Further where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said Flat/ building, and if the annual maintenance contracts are not done/renewed by the Allottee, and the Promoter shall not be responsible for any defects occurring due to the same;

13.4 That the Allottee has been made aware and that the Allottee expressly agrees that the regular wear and tear of the said Flat/Building includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

13.5 It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the unit/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

14. FORMATION OF THE SOCIETY AND OTHER SOCIETIES:

14.1 The Promoter shall take steps for the formation of a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 (or any re-enactment) in respect of the Project in which the allottees of the flats/ premises in the Project alone shall be admitted as members ("**the Society**") as per the provisions of applicable law. Provided however that the Promoter may at its discretion become member of the Society in respect of unsold flats if any in the said Building.

14.2 The Allottee shall, along with other allottees of flats in the Project, join in forming and registering the Society;

14.3 For this purpose the Allottee shall, from time to time, sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society and for becoming a member thereof, including the bye-laws of the Society and shall duly fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Allottee, so as to enable the Promoter to register the Society. No objection shall be taken by the Allottee if any changes or modifications are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority;

14.4 The name of the Society shall be solely decided by the Promoter.

14.5 The Society shall admit all allottees of flat/s in the said Building as members, in accordance with its bye-laws.

14.6 The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of the unsold premises in the Project, if any. The purchaser/s of the unsold flats of the Promoter and/or rights of the Promoter shall be entitled and obliged to become member/s of the Society without being required to pay any transfer fees or charges and with same rights and benefits as that of other members.

14.7 It is agreed and understood by the Allottee that the Promoter may opt, in their own discretion, to form separate co-operative housing society/ies, for separate wing/s within the Project.

14.8 The costs, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society, including in respect of (a) any documents, instruments, papers and writings, and (b) any professional fees charged by the Advocates and Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the Society and its members/intended members including the Allottee, as the case may be, and the Promoter shall not be liable towards the same.

15. CONVEYANCE TO THE SOCIETY:

15.1 Within three months from receipt of the Building Completion Certificate or Occupation Certificate of the said Building, the Promoter shall execute/ cause to transfer the said Building together with the land underneath and appurtenant to the said Building in favour of the Society by executing/ causing to be executed a long term lease at a nominal lease rent ("**Transfer Deed**"). The costs, expenses, charges, levies and taxes on the Transfer Deed and the transaction contemplated thereby, including the stamp duty and registration charges, shall be borne and paid by the Society and its members alone.

16. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

16.1 Subject to what is provided in this Agreement, the Promoter has clear and marketable title with respect to the said Project Land/ the said Property; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said Project Land and also has actual, physical and legal possession of the said Project Land for the implementation of the Project;

16.2 The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project;

16.3 There are no encumbrances upon the said Project Land or the Project except those disclosed in the title certificate and this Agreement;

16.4 There are no litigations pending before any Court of law with respect to the said Project Land or Project except those disclosed in the title certificate;

16.5 All approvals, licenses and permits issued by the competent authorities with respect to the Project are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project and common areas;

16.6 The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

16.7 The Promoter has not entered into any agreement for sale or any other agreement / arrangement with any person or party with respect to the said Flat which will, in any manner, affect the rights of the Allottee under this Agreement;

16.8 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Allottee in the manner contemplated in this Agreement;

16.9 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;

16.10 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 Project Land) has been received or served upon the Promoter in respect of the said Project Land and/or the Project except those disclosed in the title report and in this Agreement.

17. COVENANTS BY THE ALLOTTEE:

17.1 Upon receiving possession of the said Flat, the Allottee shall, without causing nuisance or annoyance to neighbouring occupants and/or the Promoter, use the said Flat or permit the same to be used only for residential purpose. The Allottee

shall not change the user of the said Flat from residential to any other user. The Allottee shall not put the said Flat into any illegal or immoral use.

17.2 Until the Allottee shall have paid all the dues in respect of the said Flat and the Allottee shall have been put in possession of the said Flat and until the Promoter has transferred the said Building together with the land underneath the said Building to the Society in the manner provided herein, the Allottee shall not encumber, sell, assign, let, sub-let or part with possession of the said Flat or deal in any manner with the rights created in his favour, without obtaining prior written consent of the Promoter which shall not be unreasonably withheld.

17.3 Allottee for himself and with the intention of bringing all persons into whomsoever's hands the said Flat may come doth hereby covenants with the Promoter as follows:-

(a) To maintain the said Flat at the Allottee's own cost in good and tenantable repair and condition and not to do or suffer to be done anything to the said building, staircase, lift, passages or parking space (if allotted) which may be against the rules, regulations or bye-laws of concerned local or any authority or change/alter or make addition in or to the said building or the said Flat itself or any part thereof.

(b) Not to store in the said Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to cause damage to the construction or structure of the said Building or storing of which goods is objected to by the concerned authority and shall not carry or cause to be carried heavy packages to the upper floors which may damage or likely to damage entrance, staircase, common passages or any other structure of the said Building and in case if any damage is caused to the said Building or to the said Flat on account of negligence or default of the Allottee in this behalf, then the Allottee shall be liable for the consequences of the breach or negligence or default.

(c) The Allottee shall not carry out any changes in the said Flat without the written consent of the Promoter and SRA/ MCGM as may be necessary.

(d) not to hold SRA liable for inadequate open space/s and/or for failure of mechanical parking system

(e) not to misuse part/pocket terrace

(f) not to misuse stilt area

(g) not to misuse refuge area

(h) to demolish excess area if constructed beyond permissible FSI

(i) not to misuse mechanical/stack parking system

(j) not to misuse entrance lobby

(k) maneuvering space for car parking is inadequate and no claims/damages/risks shall be made against CEO (SRA) and its staff in this regard

(l) to maintain rain water harvesting system in good working conditions at all the times.

(m) to keep open surrounding open spaces, parking spaces and terrace.

(n) Not to store anything at all in the Common Areas and facilities;

(o) To carry out at his cost all internal repairs to the said Flat and maintain the said Flat in same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the said Building and/or the said Flat which may be against the rules, regulations and bye-laws of the concerned local authority or other public authority and in the event of the Allottee committing any act in contravention of the above provisions, then the Allottee alone shall be responsible and liable for consequences thereof to the concerned local authority and/or other public authority.

(p) Not to demolish or cause to be demolished the said Flat or any part thereof nor make any alteration in the elevation and outside colour scheme of the said Building and shall keep the portion, sewers, drain pipes in the said Flat in good tenantable repair and condition and in particular, so as to support the shelter/structure and to protect other parts of the said building and shall not damage columns, beams, slabs, RCC Pardis or other structural members in the said Flat without prior written permission of the Promoter and/or the Society. The Allottee shall however be free to make necessary alterations in the said Flat for making it suitable for his use and for that purpose he may create partition walls, install false ceilings, change flooring etc. after obtaining permissions, if required, from local authorities.

(q) not to commit any act or omission which results in any leakage from his Flat to the flat/s below.

(r) not to litter or permit any littering or burning any waste / garbage in the compound or any portion of the said Building/ the said Project Land and the common areas and facilities and amenities of the said Building.

(s) not to cause any damage to the common areas, facilities, amenities, services, utilities, plants, trees, compounds, walls, electricity poles, cables, wiring, sewage lines, water lines, gas pipelines, telecommunication cables, gates etc.

(t) not to display at any place outside the said Flat and/or in the said Building and/or in the compound any posters, bills, hoarding, advertisement, name boards, sign boards.

(u) not to cause any nuisance to the other occupants of the said Building and/or undertake any illegal or immoral activities in the said Flat;

(v) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in common passage or compound or any other portion of the said Building or the said Project Land or the said Property.

(w) to pay to the Promoter/ the Society within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority, Municipality or Government for giving water, electricity or any other service connection to the said Building.

(x) To bear and pay his share of increase in local taxes, water charges, insurance and such other levies and/or Government and/or other public authority on account of user of the said Flat by the Allottee.

(y) not to change the external colour scheme or the pattern of the colour of the said Building.

(z) not to change exterior elevation or the outlay of the said Building in any manner whatsoever.

(aa) not to install any grill to the said Building or windows or balconies, decks, terraces;

(bb) not to install any fixed or foldable awnings on the terraces/ balconies/decks;

(cc) Not to use the roof terrace of the said Building other than any common use specifically permitted by the Promoter;

(dd) The Allottee shall not challenge the allotment of car parking spaces to the other purchasers/allottees in the said Building and the allotment of the car parking spaces by the Promoter shall be binding upon the Allottee;

(ee) not to enclose any decks, service slab, common passage, elevation treatments, pocket terraces, open utility areas, if any.

(ff) not to change the name of the said Building as designated by the Promoter;

(gg) not to install any air-conditioning unit including any outdoor unit at any space other than that indicated by the Promoter or in the common areas of the said Building/ said Property.

(hh) Not to install any television antennae, wireless mast, aerial, flag-staff outside the said Flat or on the exterior walls or in the common areas or in any other such location whereby the installation may be visible from outside.

(ii) Not to do or suffer to be done anything which would be a violation of the statutory approvals received for the development of the said Building and/or forbidden or prohibited by the rules / regulations, bye-laws, approvals or guidelines of the concerned Government authorities/ Promoter/Society.

(jj) The Allottee shall observe and perform all the rules and regulations of the Society/Project Management Agency and the additions, alterations or amendments to such rules and regulations that may be made from time to time for protection and maintenance of the said Building and flats 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/or Government and/or other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society for use and occupation of the said Flat and shall pay and contribute regularly and punctually towards taxes, expenses and other outgoings in accordance with terms of this Agreement.

(kk) to permit the Promoter/Society and its agents/representatives with or without workmen to enter into and upon the said Flat to examine condition or to carry out any necessary work of repairs & maintenance after receiving 24 (twenty four) hours prior written notice without tampering with interiors of the said Flat.

(ll) Until the Society taking over management of the said Building, the Promoter shall determine the manner in which management of the said Building shall be carried out, contributions for outgoings shall be realized and payments and expenses shall be made therefrom and the Allottee shall not raise any objection to the same. However, the Promoter shall render an account in that behalf to the Society.

(mm) The Allottee further covenants that:-

(i) He shall not transfer benefit of the car parking space/s, if any in any manner whatsoever except in the circumstances of transferring the said Flat. While transferring the said Flat, he shall be under obligation to transfer benefit of the said car parking space/s together with the said Flat, to the Transferee;

(ii) He shall not use the benefit of the said car parking space/s for parking of heavy/commercial vehicles or put the benefit of use of the said car parking space/s into commercial use;

(iii) He shall comply with terms, conditions and regulations for benfit of use of the said car parking space/s, which may be made by the Promoter and/or by the Society;

(iv) He shall be liable to pay such monthly charges as may be determined from time to time by the Society for benefit of the said car parking space/s. He understands that the Promoter shall have unrestricted right to alter the location of the said car parking space/s without any notice, if required due to exigencies or in order to comply with stipulation of any regulatory authority, and the Allottee shall not have any objection in this regard.

All costs for the enforcement of the provisions of this Agreement including without limitation the remedial actions, which the Promoter may have to take in case of such breach, shall be at the costs, charges and expenses of the Allottee.

These covenants shall be binding and operative even after the Society taking over management of the said Building.

17.4 It is a vital and integral term and condition of this Agreement that:

(a) The right or interest which is to be created in favour of the Allottee, is limited and restricted to the said Flat.

(b) The common areas and facilities, recreational amenities and other facilities are for common use of all flat purchasers/ allottees of the

Project including such further or future phase/s of the development as may occur over time.

(c) No right or interest, of any sort or nature whatsoever, shall be claimed by the Allottee in respect of aforesaid common areas and facilities and/or rights, if any, appended to any other flats comprised in the said Building and/ or the said Project Land and/or the said Property.

(d) No sub-division would be made and no sub-division shall be demanded or asked for by the Allottee.

(e) The Promoter/ the Society shall determine the manner in which the use of common areas and facilities shall be available to the Allottee as also other purchasers/ flat holders in the said Building.

18. The name of the said Building being constructed on the said Project Land shall be “SATELLITE ELEGANCE” or such other name as the Promoter shall determine. The Promoter has retained the rights to affix appropriate branding of its choice at appropriate location to mark the said Building as its project. Neither the Allottee nor the Society shall be entitled to remove such branding of the Promoter. The Promoter shall be entitled to replace at its cost any damaged part of such branding or replace such branding with any other branding. The aforesaid rights reserved in favour of the Promoter shall continue through the life of the said Building.

19. The Allottee shall, from time to time, sign all applications, forms, papers and documents, and do all acts, deeds and things as may be required for safeguarding interest of the Promoter and/or other purchasers of flats in "SATELLITE ELEGANCE" and for being admitted as member of the Society.

20. The parties hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said Plans or thereafter and the Promoter shall, before handing over possession of the Flat to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Flat.

21. Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Agreement and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter.

22. ENTIRE AGREEMENT:

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

23. RIGHT TO AMEND:

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES:

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

25. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the RERA or RERA Rules 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 the RERA or the RERA Rules 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.

26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

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

27. FURTHER ASSURANCES:

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.

28. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Mumbai and after the Agreement is duly executed by the Allottee 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.

29. The Allottee and/or Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

30. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be in writing and shall be sent to such party's contact details as mentioned below:

Name of Allottee: _____
_____

Address: _____
_____
_____
_____
_____

Notified Email ID: _____
Tel. No.: _____
Fax No.: _____

Name of Promoter: Newone Constructions Private Limited
Address: S-14, 7th floor, Solitaire Corporate Park,
Andheri-Ghatkopar Link Road,
Andheri (East), Mumbai – 400 093.

Notified Email ID: rera@groupsatellite.com
Tel. No.: 022-61296900
Fax No.: 022-66781199

Each party shall inform the other party in writing of any changes in his/its contact details. Notices shall be deemed to have been properly given, if sent through any one of the modes viz. registered letter, courier service, personal delivery e-mail or facsimile. Date of service of a notice delivered personally, by courier service or registered letter shall be the actual date of such delivery. Date of service for facsimile notice shall be the business day after sending of such

facsimile and the date of service of email Notice shall be deemed to be the date on which the email has been sent by the concerned Party. The Parties hereby agree and undertakes to send/ receive any Notice to/ from the other Party by email to the email addresses specified in this Agreement.

31. JOINT ALLOTTEES:

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee 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 Allottee.

32. STAMP DUTY AND REGISTRATION:

The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee. The Promoter shall not be bound and liable to pay any stamp duty, registration charges and/or any other expenses and will not be responsible for consequences of non-payment and/or insufficient payment of stamp duty, registration charges due from the Allottee in respect of this Agreement. The Allottee shall at his/ her/ their cost and expenses, lodge this Agreement before the concerned Sub-Registrar of Assurances within the time prescribed by the Registration Act, 1908 and after due notice on this regard the Promoter shall attend such office and admit the execution thereof.

The Allottee shall also be liable to bear and pay proportionate cost of stamp duty and registration charges in respect of transfer of the said Building and the land underneath and appurtenant thereto in favour of the Society.

33. DISPUTE RESOLUTION:

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

34. GOVERNING LAW:

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

35. INDEMNIFICATON BY THE ALLOTTEE:

The Allottee hereby indemnifies and keep indemnified the Promoter and hold the Promoter harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses and liabilities (including its professional and legal fees in relation thereto) of whatsoever nature incurred or suffered by the Promoter directly or indirectly in connection with: (a) default or delay in payment of GST, stamp duty and/or any other taxes, charges and/or levies

payable in respect of the said Flat/this transaction, (b) the enforcement of or the preservation of any rights of the Promoter under this Agreement; (c) any breach and/or default by the Allottee in the performance of any and/ or all of his/its obligations under this agreement; (d) any injury/ damage to any property(ies) or persons(s); howsoever arising related to the use and/ or occupation of the said Flat/ Premises and directly or indirectly as a result of the negligence, act and/ or omission of the Allottee or his / her/ its agents, servants, tenants, guests, invitees and/ or any person or entity under his/its control; (e) Allottee's non-compliance with any of the restrictions regarding the use and/or occupation of the said Flat and.

36. GENERAL PROVISIONS:

(i) Any reference in this Agreement to gender shall include all genders, and word/s imparting the singular reference shall include the plural and vice versa.

(ii) The invalidity of any term, conditions or stipulation of this Agreement shall not affect the validity of the remaining terms, conditions or stipulations of this Agreement or the validity of the Agreement itself.

(iii) No failure to exercise or delay in exercising or enforcing any right or remedy under this Agreement shall constitute a waiver thereof and no single or partial exercise or enforcement of any right or remedy under this Agreement shall preclude or restrict the further exercise or enforcement of any such right or remedy.

(iv) The Allottee has entered into this Agreement after perusing all the relevant documents, sanctions and permissions and after ascertaining all necessary facts and details from the Promoter and the parties have agreed that they shall not claim any remedy against the other inconsistent with the provisions of this Agreement. The Allottee has availed services of his advocate and Architect to inspect relevant documents and disclosures of the Promoter.

(v) If there is more than one Allottee, then all obligations under this Agreement shall be joint and several.

(vi) All taxes, charges including but not limited to GST or any other impositions or levies (present or future) on account of this transaction; shall be to the account of the Allottee alone and the Promoter shall not be liable to pay the same. For the avoidance of doubt, any such taxes, impositions etc. shall be payable by the Allottee over and above the consideration of the said Flat.

(vii) The Allottee shall exercise utmost confidentiality in dealing with all information pertaining to the said Building/ said Project Land/ the said Property, including without limitation the terms of this Agreement and its annexures and all prior writings and communications, plans, drawings, approvals relating to the said Building. This clause shall survive the termination of this Agreement.

37. The Permanent Account Number allotted by the Income Tax Authorities to the Promoter and the Allottee are as under:

The Promoter:

Newone Constructions Pvt. Ltd. : AACCN 1525 G

The Allottee:

Mr. _____ : _____

Mr. _____ : _____

THE FIRST SCHEDULE ABOVE REFERRED TO:

[Description of the **said Property**]

All that piece and parcel of land bearing Survey No. 261 (part) (corresponding to City Survey No. 620-A/1A/4A/2/1/8) admeasuring 4,621.40 sq. meters, (including area of nalah flowing from a part of the said Property) within Village Malad East, Taluka Borivali, Mumbai Suburban District, situated at Pankaj Shah Marg, Off Film City Road, Goregaon East, Mumbai – 400 063.

THE SECOND SCHEDULE ABOVE REFERRED TO:

[Description of the **said Project Land**]

All that portion admeasuring 2954 sq. mtrs. sq. mtrs. or thereabouts being a portion of the said Property more particularly described in the First Schedule hereinabove written and marked in blue colour shade on the plan annexed hereto as Annexure – 1.

THE THIRD SCHEDULE ABOVE REFERRED TO:

[Description of the common areas and facilities]

Common Areas and facilities:

1. Staircases and landings
2. Elevators
3. Entrance lobby
4. Service area (common to the building)
5. Security Cabin

6. Utility and sewer pipes, drains and ducts, pumps, motors and other equipments and apparatus
7. Electricity meters and other necessary appliances
8. Fire fighting equipments
9. Underground and overhead water storage tanks
10. Pump Room
11. Mechanical and stack parking system
12. Rain water harvesting system

Limited Common Areas:

1. Common passage on each floor restricted to flats on such floor
2. Roof terrace (excluding service area) (as may be restricted by the Promoter)
3. Parking space (as per allotment by the Promoter)

Amenities :

1. Solid RCC Frame – Earthquake resistant structure
2. Floor to Floor height of 3.1 mtr
3. Powder coated aluminium windows
4. Branded Vitrified tiles flooring in the apartment
5. Glazed tiles dado in toilets upto door level
6. Granite finish kitchen platform with SS sink
7. Hindware or equivalent make CP fitting
8. Sanitary ware of Hindware or equivalent make
9. UPVC or CPVC plumbing pipes & fitting
10. Plastic paint on wall & ceiling
11. 100% acrylic External paint
12. Solid core flush doors with laminate finish & heavy duty hardware
13. Concealed PVC electrical with ELCB/MCCB & Anchor Roma or equivalent make
14. Lift of reputed make
15. CCTV & Surveillance system

THE FOURTH SCHEDULE ABOVE REFERRED TO:

[Description of the **said Flat**]

ALL THAT residential flat being Flat No. _____ admeasuring _____ sq. mtrs. carpet area as shown by red outline on the Floor Plan annexed hereto and marked as Annexure - 6 in _____ Wing on _____ floor of the said Building to be known as ‘SATELLITE ELEGANCE’ being constructed on the Project Land more particularly described in the Second Schedule together with use of __ (_____) car parking space/s within the premises of the said Building.

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

Signed and delivered by the)
withinnamed “PROMOTER”)
Newone Constructions Pvt. Ltd.)
through its Authorised Signatory)
Mr. _____)
in the presence of …)
1)

2)

Signed and delivered by the)
withinnamed “ALLOTTEE”)
Mr./Ms. _____)
_____ &)
Mr. _____)
_____)
in the presence of …)
1)
2)

RECEIPT

RECEIVED of and from the aforesaid ALLOTTEE)
the sum of Rs. _____ Rupees _____)
_____)
_____ as)
earnest money / part consideration as within mentioned.)

WE SAY RECEIVED:

Witnesses:

Promoter

1.

2.

Dated this ____ day of _____, 201__

Newone Constructions Pvt. Ltd.

… Promoter

And

Mr. _____

Mr. _____

… Allottee

AGREEMENT FOR SALE