ALLOTMENT LETTER

Date:

To,

_____
_____
_____

Dear Sir / Madam,

Sub: Provisional Allotment of Flat/Unit No. ____ on ____ floor, in the proposed Building/ Project **"SHRISHTI"**, bearing Plot No. 358/A of Town Planning Scheme VII having C. T. S. No. E-370 located at 14th Road, Khar (West), Mumbai – 400052 ("Said Flat").

Ref : Application Form dated _____ ("Application").

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1. We refer to your Application Form dated _____ and we are pleased to inform you that I, **MR. MAHENDRA VALJI RATHOD** (hereinafter referred to as the "**Owner/Promotor**") provisionally allot Flat/Unit No. _____ on ____ floor having carpet area (as per RERA) of _____ sq. metres (approx.) equivalent to _____ sq. ft. (approx.) in the proposed Building / Project **"SHRISHTI"** situate at Khar (West), Mumbai 400 052 (**"Said Flat"**) along with right to use ____ car parking/s to you on the terms and conditions more particularly mentioned herein and the said Application. The Sale Consideration payable for the Said Flat is **Rs. _____/- (Rupees _____ only).**

2. The Sale Consideration towards the allotment of the Said Flat shall be made by you in accordance with the Payment Plan annexed hereto as "**Annexure A**" (time shall be the essence of contract) in addition to the Sale Consideration you shall be liable to pay other charges such as the Club House, Development charges, Society Formation charges, legal charges, advance maintenance, electricity and water deposits, Corpus fund charges, Share

Application charges, proportionate share of municipal taxes and outgoing etc. ("**Total Estimated Other Charges**") as annexed hereto as "**Annexure B"**. The amount shall be paid by you at the first instance, the subsequent amounts towards your proportionate share of municipal taxes and outgoings shall be paid by you on demand from time to time, shall be transferred to the new society/condominium/ultimate organization which shall be formed of the purchasers of the premises in the said Property (hereinafter referred to as the **"Ultimate Organization"**) without interest, if any on the amounts received**.** You have further confirmed to us that an intimation forwarded by us to you that a particular stage of amount getting due shall be sufficient proof. However, it is agreed by you that the failure to receive notice from us, requiring such payment shall not be a plea, or an excuse for non-payment of any amount or amounts on their respective due dates.

3. In addition to the said Sale Consideration, the total Estimated Other Charges you shall, as and when demanded by us, pay :-

a) all taxes, levies, duties, cesses (whether applicable/payable now or become applicable/payable in future) including but not limited to Service Tax, Value Added Tax (VAT), Goods and Services Tax (GST), payment of Tax deducted at source (TDS) and/or all other direct and indirect taxes applicable to the transaction as may be applicable.

b) all costs, charges and expenses including but not limited to stamp duty, registration charges and/or incidental charges in connection with the documents to be executed for the sale of the Said Flat, including on the Agreement for Sale and/or any other incidental document thereto.

c) Timely payment of all the amounts, including but not limited to the aforesaid instalment/s of Sale Consideration, Estimated Other Charges, Service Tax, VAT, TDS, GST and all other charges/taxes as may be applicable and/or performance of other obligations by you, is the essence of the contract.

d) The payment towards the amounts mentioned above together with applicable taxes thereon shall be made within such time from the date you are intimated and the same shall be prior to you occupying the Said Flat.

It is hereby clarified that the list of charges mentioned in the annexures is only indicative and not exhaustive and that you agree to pay all or any such other charges or additional charges and increase in the above list of charges or such other or additional charges as we may indicate from time to time.

e) You agree that if any of the cheque/s or other instruments of payment issued by you are dishonoured for any reason whatsoever, then we shall levy interest at the rate of __% (____) per annum calculated from the due date of such outstanding payment till the actual receipt of the same along with interest thereon and including any other charges/interest that may be levied by the Bank.

f) You have agreed and confirmed to enter into and execute the Agreement for Sale in terms herein ("**said Agreement**") in respect of the Said Flat under the provisions of ***Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, Sale, management and Transfer) Act, 1963 ("MOF Act") and Real Estate (Regulation and Development) Act 2016 ("RERA")*** and the rules framed there-under and/or as per any other applicable laws. The composite and complete terms and conditions of the allotment of the Said Flat shall be incorporated in the said Agreement and shall inter alia include the terms and conditions as are detailed herein. You have agreed to pay stamp duty and register the said Agreement at your costs charges and expenses.

4. We shall grant you the right to use car parking subject to the payment of the price or consideration for the same within the car parking area of the Project. You hereby agree that the car parking space/s shall be an integral part of the Said Flat and cannot be sold or dealt with independent of the same. We shall solely decide on the tentative allotment of parking space/s which shall be finally confirmed by us at the time of handing over the possession of the Flat. It is clearly understood by you that you shall at no time have the ownership or title over the car parking space/s in the Project. This right to use car parking spaces as aforesaid is only with a view to regulate parking in the Project pending allocation, if any, by the Ultimate Organization/Developer.

5. You confirm and acknowledge that you have been apprised and made aware of the Project and you are aware that:

a) The **MR. MAHENDRA VALJI RATHOD** is the Owner/Promoter and Developer of the land under reference bearing CTS No. E-370 of Village Bandra having Plot No. 358/A situated at 14th Road, Khar (West), Mumbai 400 052, (**the said Property**) on which the said Project shall be developed and be known as "**SHRISHTI".**

b) The development of the said Property and the construction of the buildings thereon shall take substantial time for completion. In the course of such development or otherwise we shall be entitled to amend the existing layout plans, building plans and/or floor plans (including increase/ decrease of floor levels) as may be desired by us from time to time without your consent or concurrence so long as the area of the Said Flat is not altered.

c) We are entitled to utilize all FSI (including fungible FSI, free FSI, premium FSI) that may be available from the said Property or elsewhere and/or on account of Transfer of Development Rights ("**TDR**") and/or by change of law and/or change of policy and/or any other rights and benefits including on account of undertaking incentive FSI schemes under the applicable laws, public car parking schemes or any floating rights which is or may be available in respect of the said Property and/ or elsewhere and/or any potential that is or may be available on account of the existing provisions or any amendments thereto under applicable law;

d) We have agreed to allot to you and you have agreed to acquire from us the Said Flat on the basis of the afore-stated carpet area including RCC column offsets and the Sale Consideration agreed to be paid by you to us is agreed on the basis of the carpet area of the said Flat;

e) The Sale Consideration is only in respect of the said Flat and we have neither charged nor recovered from you any price or consideration for the right to use the common areas. The said the common areas shall

be allowed to be used free of cost, price or consideration;

f) The project on completion shall be maintain by the society/condominium/Ltd Company and/or any other body of the purchasers that may be formed and/or there professional agency;

6. We shall have full right and absolute authority and shall be entitled to, at any time hereafter to change, alter and amend the lay out, plans, designs, elevation etc. and you shall not have any objections in this regard.

7. We shall take all endeavour to complete construction of the Said Flat latest by 31st December 2023 ("**Possession Date**") and the same is an estimate provided always that the estimated time shall stand extended if the completion of the Project is delayed on account of occurrence of events of force majeure or any circumstances or events beyond our control. We shall hand over the quiet, vacant and peaceful possession of the said Flat to you on receipt of the Occupation Certificate with respect to the Project by Possession Date or such other extended date provided that all amounts due and payable by you as mentioned herein including the amounts payable as provided in the annexures hereinafter are first duly paid.

8. You shall not be entitled to transfer/assign your interest in the Said Flat in favour of any third party without obtaining our prior written consent. Further, in any event, you shall not be entitled to enter into any arrangement or create any third party rights until and unless (i) you are not in default of your obligations at any point in time (ii) you have paid all the due amounts from the Sale consideration due and payable in respect of the Said Flat and (iii) a period of ____ years from the date of allotment letter has elapsed whichever of (ii) and (iii) is later (iv) you have executed and registered the Agreement for Sale. However, we reserve the right to allow such transfer at our sole discretion on payment of transfer charges of Rs. _____/- (Rupees _____ only) per square feet plus taxes as applicable on the carpet area of the Said Flat.

9. **A)** In the event you request for cancellation of the flat then we shall deduct __% of the Sale Consideration (and taxes as applicable) from the amounts paid till such date plus interest at the rate of __% per annum on overdue payments and the same shall be acknowledged by you as full and final settlement of your claim and we shall be entitled to sell the Said Flat to any third party of its choice without any recourse to you.

B) Failure to comply with any of your obligations including failure in making timely payments as required by you, and failure in signing and registering the Agreement for Sale as per the provisions of RERA, whether before or after the Said Flat is offered for possession to you or whether the possession is actually taken by you or not, shall constitute breach of your obligations under the transaction. All over-due payments payable by you shall attract interest at the rate of __% per annum on all outstanding amounts from the date any amount is due and payable until the actual payment thereof. In case of any delay on your part in making timely payments or if any of the cheques issued by you are dishonoured for any reason whatsoever or in case of any breach of the other terms of this transaction (set out in the Application Form, Allotment Letter, Agreement for Sale, Possession Letter or any other/further documents to be executed by you), we shall, at our sole discretion, be fully entitled to cancel the allotment, terminate the Agreement/s, **forfeit the earnest money** and recover the administrative cost, applicable taxes and bank charges from you and refund the balance amounts, if any, without any liability towards costs/damage/interest etc. after deducting therefrom amount of stamp duty and registration charges paid by us on the Deed of Cancellation of the Agreement for Sale.

C) Upon such termination/cancellation, you shall not have any right, title and/or interest in the Said Flat and/or any claim and/or dispute against us. In the alternative, upon termination as aforesaid, we shall be entitled to appropriate all amounts till then paid and claim and recover from you the loss or damages for breach of contract and you shall have no right, title and/or interest in the Said Flat and/or any claim, dispute against us. We shall be

entitled to deal with and dispose of the Said Flat without your consent.

10. Subject to force majeure circumstances and/or other circumstances beyond our control, if we fail to hand over the possession of the said Flat to you on Possession Date or on the extended date/s as agreed in writing by you, and you have paid all the amounts payable by you hereunder (including interest, if any) and performed all your obligations then and in such case only, you shall be at liberty to give us notice terminating the said Agreement. In the event of such termination:

a) We shall within a period of 30 (thirty) days from the date of receipt of the notice refund to you all amounts paid by you hereunder (except the amounts towards service tax / VAT/GST, which have been dealt with separately hereunder) without interest;

b) The amounts paid by you towards your service tax liability/VAT/ GST shall not be refunded.

c) You hereby agree and confirm that the payment of the amounts set out in sub-clauses (a) and (b) herein by us to you, shall be in full and final settlement of all claims towards costs, losses, damages and any other claims whatsoever of any kind or nature you may have against us, and we shall stand released of all such claims forthwith on such payment and you shall have no right title interest to the said Flat;

11. All the terms and conditions mentioned herein and in the said Agreement shall be binding on you and you confirm that this allotment of the said Flat in your favour is the basis of only the commercial understanding between us.

12. Any dispute or difference arising out of or in connection with this Allotment and/or the understanding mentioned herein shall be referred to Arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 to a Sole Arbitrator. The arbitration shall be conducted in Mumbai and in English language. For the purpose of appointment of the Sole Arbitrator, we shall propose three names to you from which you shall within a period of 7

(seven) days from the date of notice confirm your acceptance of any of the nominated arbitrators, failing which we shall be entitled to appoint any one from the suggested arbitrators. The Learned Arbitrator award shall be final and binding on all the parties.

13. In case of joint allottee/s, all communications shall be sent to the Allottee, whose name appears first on the address given by you, which shall for all intents and purposes be considered as served on all the Allottee and no separate communication shall be necessary to the other named Allottee(s).

14. This Allotment is a letter of intent and expresses the Parties desire to enter into Agreement. This Allotment is also subject to such further terms and conditions as may be set out in the said Agreement.

15. Please note that this is a provisional allotment of the said Flat and is subject to you executing our standard Agreement for Sale stipulating the detailed terms and conditions of the sale of the Flat in your favour, registering the same after payment of stamp duty, or any deficit duty and your continued compliance with the terms and conditions stated herein, the terms & conditions mentioned in the Application Form and those to be contained in the Agreement for Sale and other documents to be executed in accordance with law and to be provided by the Company including obligation of making timely payments as per the Payment Plan. In the event of any contradiction between terms of the documents, the terms and conditions embodied in the Agreement for Sale shall prevail.

16. If you fail to sign and execute and register the Agreement for Sale or pay the stamp duty within the stipulated time and/or if you fail to comply with any of your obligations as aforesaid, we will be entitled, at our sole discretion at any stage, to cancel, without further notice, this Provisional Allotment of the said Flat and forfeit the entire Earnest Money. In such an event you will also not be entitled for the refund of amounts paid towards statutory charges and interest on delayed payment, if paid, all of which are not recoupable by us. In

the event you do not wish to go ahead with the transaction and desire to cancel the allotment letter for any reason whatsoever, then we shall cancel the said allotment and forfeit the earnest money and deduct any applicable taxes and interest if any, payable on overdue payments and the balance, if any, shall be refunded to you without interest.

Thanking You,
Yours sincerely,
For **MR. MAHENDRA VALJI RATHOD**

Owner/Promotor

ANNEXURE- A

PAYMENT PLAN

Sr. No	**Milestones**	**Percentage**
1	Part payment on booking of flat	___%
2	2 weeks from booking of flat	___%
3	Allotment	___%
4	On commencement of excavation	___%
5	Completion of Plinth	___%
6	Completion of 2nd	___%
7	Completion of 5th	___%
8	Completion of 8th	___%
9	Completion of terrace slab	___%
10	Completion of Brick work	___%
11	Completion of Internal Plumbing and Plaster	___%
12	On Notice of Possession	___%

	Total	100.0%

ANNEXURE B
ESTIMATED OTHER CHARGES

Particulars	**Amount (Rs.)**
Club House Membership Fees	_____/-
Club House Development Charges	_____/-
Advance Maintenance charges	_____/-
Legal Charges	_____/-
Electric meter /Water meter / Gas connection charges	_____/-
Infrastructure Charges	_____/-
Society Formation Charges	_____/-
Corpus Fund	_____/
Share Application Charges	_____/
Proportionate share of municipal taxes and outgoings (The amount mentioned herein shall be paid by you at the first instance. Subsequent amounts towards your proportionate share of municipal taxes and outgoings shall be paid by you on demand from time to time)	This amount shall be decided at the time of execution of the said Agreement.

RECEIPT

Received Rs. _____ /- (Rupees _____ only) as and being the earnest money deposit towards provisional allotment in terms of Payment Plan annexed as Annexure A vide Cheque/Demand Draft/ Pay Order No. _____ dated _____ drawn on _____ Bank, _____ Branch in favour of **MR. MAHENDRA VALJI RATHOD**

For **MR. MAHENDRA VALJI RATHOD**

Owner/Promoter

(Subject to realisation of cheque/ DD/PO)

DRAFT ONLY WITHOUT PREJUDICE AND SUBJECT TO APPROVAL

AGREEMENT FOR SALE

THESE ARTICLES OF AGREEMENT made and entered into at **Mumbai** this _____ day of _____, 20____,

BETWEEN

MR. MAHENDRA VALJI RATHOD having office at - RUSTOMJEE ELANZA, "A" Tower, 33rd Floor, Flat No. 3301, Chincholi Bunder Road, next to Inorbit Mall, Malad (West), Mumbai 400 064, holding PAN NO. AACPR7378E hereinafter referred to as **"THE OWNER/PROMOTER"** (which expression shall unless it be repugnant to the context or meaning thereof be shall be deemed to mean and include its Partner/Partners for the time being of the said firm and its their heirs executors administrators and its successors and assigns) of the **ONE PART**

AND

Mr./Ms./M/s. _____
_____
_____
an/all adults, Indian Inhabitants / a Registered Partnership Firm / a Company registered under the Companies Act, 1956, resident of / carrying on business at / having its registered office at _____
_____
_____ hereinafter collectively referred to as the **"ALLOTTEE/S,"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include (a) in case of an Individual, such individual's heirs, executors and administrators and permitted assigns;
(b) In case of a Partnership Firm, the partner/s for the time being thereof, the survivors or the last survivors of them and legal heirs, executors, administrators of last survivor of them and his/her/their/its permitted assigns, and (c) In case of a Company/Society its successors and permitted assigns, and in all cases all persons claiming by under or through such Allottee/s including his/her/their/its successors in interest) of the **OTHER PART**.

W H E R E A S:

A. The title of **MR. MAHENDRA VALJI RATHOD**, hereinafter for the sake of convenience referred to as "**The Owner/Promotor**" in respect of the immovable property being ALL THAT PIECE AND PARCEL OF land and ground situate, lying and being at Plot No. 358/A of Town Planning Scheme VII having C.T.S. No. E-370 at 14th Road, Khar (West), Mumbai – 400 052, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban District and admeasuring about 600 square yards equivalent to 548.40 square meters or thereabouts and duly assessed by the Assessor and Collector of the Assessment and Collection Department of the Mumbai Municipal Corporation and the same is more particularly described in the Schedule hereunder written and hereinafter for the sake of convenience referred to as "**the said Property**".

B. It was seen from the Revenue Records that Originally one MRS. INDIRABAI w/o Kasinath Phadke, (hereinafter for the convenience sake, collectively called as **"the said INDIRABAI"**) at all the relevant and material time was the erstwhile/Original owner of the said property and as such was seized and possessed as the Original Owner thereof. The Revenue Records in respect of the said property namely the 7/12 Extract were than standing in the name of the said MRS. INDIRABAI.

C. Upon perusal of the Extract of the Property Registered Card, it is seen that in the year 1948, vide the Registered Indenture in respect of the said Property made and executed at Bombay, the said INDIRABAI have there-under sold, assigned, transferred, assured and conveyed the said Property as described in the Schedule hereunder written, being the same property as described in the Schedule thereunder written and also hereunder, unto and in favour of One MR. MUKUND MADHAV GHANGURDE, hereinafter for the sake of convenience as **"the said Ghangurde"** for the valuable consideration and upon the terms and conditions as set out therein and accordingly vide the Certified Mutation Entry, the name of the said Ghangurde has been incorporated in the column of the Owner in the extract of the Property Registered Card of the said Property. Pursuant to the said Indenture the said Original Owner have thus put the said Ghangurde in possession of the said Property.

D. It is further seen from the records of rights (Extract of the Property Registered Card) that upon further execution of the Memorandum of Gift Deed dated 6th July 1950, executed between the said Ghangurde and one Mr. Hari

Madhav Ghangurde, the said property as described in the Schedule hereunder written, being the same property described in the Schedule there-under written and also hereunder, has been transferred unto and in favour of the said Hari Madhav Ghangurde, hereinafter for the sake of convenience as **"the said Hari"** for the valuation consideration and upon the terms and conditions as set out therein and accordingly vide the Certified Mutation Entry dated 12.01.1951, the name of the said Hari has been incorporated in the Column of the Owner in the extract of the Property Registered Card of the said Property. Pursuant to the said Gift Deed, the said Ghangurde have thus put the said Hari in possession of the said Property. Copy of the said Gift Deed is not been traceable and hence not been provided to peruse, but the reference to that effect has been certified by the Office of the CTSO, vide its Mutation Entry dated 12.01.1951.

E. Furthermore it can be also further seen from the records, that subsequently the said Hari had mortgaged the said Property by way of equitable mortgage in favour of Bombay Co-operative Insurance Society Ltd., vide Deed of Mortgage dated 31.05.1951 and the said mortgage found to have been redeem by execution of the Release Deed dated 17.09.1954 and the Mutation Entries to that effect of Mortgaged and Redemption has been mutated by the Office of the CTSO vide its respective Mutation Entry dated 13.05.1952 and 31.10.1955 respectively.

F. It is further seen from the records, that subsequently the said Hari had again mortgaged the said Property by way of equitable mortgage in favour of one Mr. H. L. Marathe, vide Deed of Mortgage dated 13.01.1955 and the said mortgage found to have been redeem by execution of the Release Deed dated 26.12.1961 and the Mutation Entries to that effect of Mortgaged and Redemption has been mutated by the Office of the CTSO vide its respective Mutation Entry dated 22.03.1956.

G. Similarly vide Mutation Entry dated 15.04.1958 by the office of the CTSO in the Extract of the Property Registered Card, it is seen that the name of the wife of the said Hari, Smt. Laxmibai Hari Ghangurde has been incorporated as the additional Holder/Owner of the said Property alongwith the said Hari as the due (Husband and wife) being the Co-owner of the said Property.

H. It is further seen from the record vide Registered Memorandum of Agreement dated 29.03.1955 the said Hari had again mortgaged the said Property by way of equitable mortgage in favour of one Mr. Vishnu Ramchandra Tilak,

registered Under Serial No. BOM/2151/1/6 of 1955 and the said mortgage found to have been assigned in favour of One Mrs. Sitabai Ramchandra Tilak and has assigned his all right, title and interest in the said Property under the said Memorandum of Agreement dated 29.03.1955 upon the terms and condition as agreed thereunder and furthermore it is also found and can be seen from record that the said equitable mortgage has been redeem by execution of the Deed of Re-Conveyance of charge also referred as Release Deed dated 26.12.1961 and the Mutation Entries to that effect of Mortgaged and Redemption has been mutated by the Office of the CTSO vide its respective Mutation Entries dated 05.09.1966 respectively.

I. It is further seen from the records that vide the Deed of Conveyance dated 15.11.1963 in respect of the said Property made and executed at Bombay, the said Hari and his wife the said Laxmibai have there-under sold, assigned, transferred, assured and conveyed the said Property as described in the Schedule hereunder written, being the same Property as described in the Schedule there-under written and also hereunder, unto and in favour of One **MR. MAHENDRA VALJIBHAI RATHOD AND SMT. SONABEN VALJIBHAI RATHOD**, hereafter for the sake of convenience as **"the said Co-Owner"** for the valuable consideration and upon the terms and conditions as set out therein alongwith structures standing thereon with its respective tenants occupying the respective flat. The said Deed of Conveyance dated 15.11.1963 was lodged for registration with the Sub-Registrar of Assurances at Bombay, Mumbai under Serial No. BOM/R-3217/1963 on 22.11.1963 and was finally registered on 28.11.1963. Pursuant to the said Deed of Conveyance dated 15.11.1963, the said Hari and his wife the said Laxmibai have thus put the said Co-Owner in possession of the said Property and as the sole Co-Owner thereof and with the full and absolute right, title and interest therein.

J. Accordingly, the said Co-Owner viz. MR. MAHENDRA VALJIBHAI RATHOD AND SMT. SONABEN VALJIBHAI RATHOD together applied to the Revenue Authorities to change/transfer the Revenue Records in their name, which application came be be allowed and the name of the said Co-Owner has been mutated and incorporated in the Revenue Records and similarly the name of the said Co-Owner has been also incorporated in the Extracts of the Property Registered Card/the Ruled Cards in respect of the said Property vide certified Mutation Entry dated 02.05.1968 and of the 2 Co-Owner of the said Property and subsequently one Co-Owner viz. SMT. SONABEN VALJIBHAI RATHOD has

relinquished all her right, title and interest in the said Property in favour of the said **MR. MAHENDRA VALJIBHAI RATHOD** and accordingly it is seen that on or about 22.05.1968 the name of the said SMT. SONABEN VALJIBHAI RATHOD has been deleted from the Revenue Record and the since then the said Property stands, transferred and vest in the absolute name of **MR. MAHENDRA VALJIBHAI RATHOD** as the Sole and Absolute Owner thereof. The said Property is not the surplus land as defined under the provisions of the Urban Land (Ceiling & Regulations) Act, 1976, hereinafter referred to as **"the said ULC Act".**

K. Upon perusal of the record further, it can be clearly seen that the said Property was compromising of two wings i.e. **FRONT WING and REAR WING.** In the year 1963, after getting the approval from the Municipal Corporation of Greater Mumbai (in short MCGM) vide its IOD dated 12.10.1962 and Commencement Certificate dated 11.12.1963, the **Owner/Promotor** had constructed the first floor upon the existing structure on the REAR WING which was having only ground floor and two detached garages. Furthermore, he also constructed Ground + 4 upper floors in the FRONT WING i.e. the Road Side as per the approval been granted by the MCGM and all the construction activities has been carried out as per terms and condition as laid down by the MCGM under the said Intimation of Disapproval and Commencement Certificate and named the said constructed building as "**Datta Prasad**" building (hereinafter referred to as **"the said Datta Prasad Building"**). In the said building, there are in all 7 tenants of which 2 tenants are the family members of the said Owner. Rest of the 5 tenants are occupying Flat No. 12, 13 on the Ground Floor and Flat No. 8 on the First Floor of the REAR WING and Flat No. 6 and 7 on the First Floor of the FRONT WING. Out of the rest of the flats on 2nd floor, 3rd floor, 4th floor and Gala No. 14,15,16 in the FRONT WING and two detached garages on the ground floor were occupied by the family of the Owner as two of them as tenant namely daughter Mrs. Kirti Desai of Flat No.1 on the 4th floor and son Mr. Dhruva Rathod of Flat No. 4/5 on the 2nd floor and along with two detached garages and the Owner himself occupied Flat No. 2/3 on the 3rd floor of the said building.

L. In view of the aforesaid Deed of Conveyance dated 15.11.1963 together with the records of right in favour of the said Owner, the Owner hereto is thus the Sole and Absolute Owner of the said Property and thus became entitled to re-construct and/or re-develop the said Property by demolishing the existing the said Datta Prasad building by rehabilitating the respective tenants in the said new building being the said Property by constructing thereon the building/s as per the

plans and specifications as sanctioned and/or as may be sanctioned by the Municipal Corporation of Greater Mumbai and in the manner as permissible by the local authorities concerned and as per the plans and specifications that may be approved and/or sanctioned and/or as may be amended by the Owner herein and in turn to re allocate the respective tenants with the respective area and to sell to the prospective buyer/s, the flat/s/apartment/s/premises/unit/s in the said building proposed to be re-constructed by the Owner as the Owner/Promotor as the case may be and under the rules and provisions of the **Maharashtra Ownership Flats (Regulations of the Promotion of Construction, Sale, Management and Transfer) Act, 1963,** hereinafter for the sake of convenience referred to as **"the said MOFA ACT"** and the Rules made there-under.

M. The said Property namely the said Datta Prasad building had outlived its life and was in dilapidated and dangerous condition. In order to prevent the loss of life and property of the persons residing in the said building, The Municipal Corporation of Greater Mumbai issued Notice under section 354 dated 15.12.2009 of the MMC Act. Meanwhile the portion of the balcony of Flat No. 8 on the first floor of the REAR WING collapsed in the year 2011, in continuation of the earlier notice, the Municipal Corporation issued another Notices under section 354 dated 26.06.2013 and 19.08.2014 for vacation and demolition of the said building informing the Owner herein being the Landlord of the said Datta Prasad building and also being the Sole Owner of the said Property for carrying out the repairs of the said Datta Prasad building had accordingly the MCGM had already declared the said building as Dilapidated themselves by pasting the Notice for cautioning the public at large stating CAUTION ! the said Datta Prasad Building is Dilapidated and Unsafe for habitation and the BMC appointed Structural Engineer being on the Panel of the Consultants on the BMC Panel has categorically and specifically held that the condition of the building is beyond repair and the same needs to be pulled down immediately and as such the Owner had made up their mind to demolish the said existing Datta Prasad Building standing on the said Property and re allocate the respective tenants with the new structure of the same area (5% + or -) in the new building to be constructed on the said Property and thus is desirous of developing the said Property by utilizing the available and/or the permissible F.S.I. as permissible in law and/or under the Development Control Regulations 1991 and the Rules made there-under and/or as amended upon rehabilitating the said tenants under the Development Control Regulations and hence the Owner herein is desirous of re-constructing and/or re-developing the said Property accordingly by using and utilizing all the benefits permissible and/or

available as per the prevailing law and/or as permissible under the Development Control Regulations and the Rules made there-under and also as per the provisions of the Bombay Municipal Corporation Act, 1888 and/or under the policies of the Government.

N. The Municipal Corporation of Greater Mumbai thereafter issued yet again another notice dated 07.05.2015 regarding area measurements of the tenements and for vacating the dilapidated building within seven days. The Municipal Corporation before demolition of the building, had certified the carpet area in possession of each of the tenants in the said Datta Prasad building. Subsequently on about 10.06.2015 the demolition of the said Datta Prasad building was started by the Municipal Corporation with the help of the Police after removing all the tenants and their family members residing in the said building and it was completed on about 30.06.2015.

O. Thereafter in view of the above, the Owner/Promotor has decided to construct a new building on the said open plot of land by constructing a multistoried building and has shown his bonafide to allot the new premises to the said above named tenant on the tenancy basis in lieu of their original tenanted premises, thereby undertaken the redevelopment of the said Property by constructing a new building in its place to be known as "**SHRISHTI**" (hereinafter referred to as **"the said NEW BUILDING"**) and accordingly submitted the plans to the Building Proposal Department of the MCGM under File No. CE/2755/WS/AH.

P. The Owner/Promotor had obtained the Intimation of Disapproval (I.O.D.) dated 31.03.2016, bearing No. CE/2755/WS/AH in respect of the said property i.e. the said new building and also obtained the Commencement Certificate (C.C.) dated 11.05.2018 up to Plinth C.C. up to top of basement at 0.90 m AGL as per last approved plan dated 29.03.2016 in respect of the said new building and accordingly the work of plinth got completed on site. The said new building will be completed on or before 31.12.2023.

Q. While submitting the plans, the Owner/Promotor has reserved the Flat No. 101, Flat No. 102 and Flat No. 103 on the first floor and Flat No. 201 and Flat No. 202 on the 2nd floor for the five tenants as per their carpet area recorded by the MCGM in the said new building known as "**SHRISHTI"** and the draft Tenancy Agreement in respect of the new flat i.e. permanent alternate accommodation in lieu of the existing premises has already been sent to all the

tenants and have already reserved five premises to the five number of sitting tenants and the same will be provided to the sitting tenants only and will not part with possession of the same in favour of any third person and whereas the rest of the sale flats in the said new building are kept by the Owner/Promotor.

R. The present layout, design, elevation, plans etc., may require to be amended from time to time by the Owner/Promoter and the Allottee/s has entered into the present Agreement knowing fully well that the scheme of development proposed to be carried out by the Owner/Promoter on the said property may take time, therefore the Owner/Promoter may require to amend, from time to time, the plans, lay out, design, elevation etc. and the Allottee/s has no objection to the Owner/Promoter making such amendments, however in the event the area and location of the subject Premises is required to be altered and or modified and or changed, then the Owner/Promoter will obtain the consent from the Allottee/s.

S. The Allottee/s confirm having seen, perused, verified and understood the aforesaid documents, writing etc., fully and have thereafter agreed to enter into this Agreement with the full knowledge thereof realizing that this Agreement is subject to the terms and conditions contained in the above-mentioned documents.

T. The Allottee/s herein has/have prior to the execution of this agreement independently have seen verified and perused the title certificate annexed to this agreement and also otherwise satisfied himself/herself/themselves/itself about the title of the Promoters and rights to develop the said property and have accepted the same as it stands and he/she/they/it shall not hereafter be entitled, to further investigate the title of the Promoters and no requisitions or objection shall be raised on any matter relating to the title and rights of the promoter by the Allottee/s herein after execution of this agreement shall be entertained by the promoter.

U. The Flat Allottee/s has applied to the Owner/Promoter for allotment to the Flat Allottee/s a flat being **Flat No. _____on the _____ Floor** and a parking space/s bearing No. _____ on _____ podium/stilt floor in the said new Building known as **"SHRISHTI"** (hereinafter referred to as **“the said NEW BUILDING”**). The said building is to be constructed on the said Property described in the First Schedule hereunder written;

V. The Flat Allottee/s, in view of the said allotment has/have requested the Owner/Promoter herein to enter into this Agreement agreeing to allot/sell to the Flat Allottee/s the said Flat No/s._____ on the_____ floor, admeasuring _____sq. ft. carpet area in the said New Building Property to be known as "SHRISHTI" (hereinafter referred to as "**the Premises**") at and for the consideration and on the terms and conditions hereinafter contained;

W. This agreement is entered into by the Allottee/s on a specific understanding that the Allottee/s shall not insist upon the Lease being executed in favour of the proposed/said Society until the Development of the said sale building is complete in all aspects and Building Occupation/ Completion Certificate is received;

X. Relying upon the application, declarations, representations, assurances and agreement herein contained the Owner/Promotor have agreed to sell to the Allottee/s the said Premises/flats at the price and on terms and conditions hereinafter appearing.

Y. Hereinafter for the sake of brevity, the term Allottee/s shall be referred to as "the Allottee/s" and shall include Investor/s for the purposes of Article 5(g-a) (ii) of the Schedule I to the Bombay Stamp Act, 1958.

Z. The parties hereto are desirous of recording the said terms and conditions:

(i) The Owner/Promoter has on demand from the Allottee/s has prior to the execution hereof been given full and free inspection of all the permission, plans design and specifications prepared by the Owner/Promoter's Architects Mr. Uday Kanadia and sanctions in respect of the said Real Estate Project and of such other documents as are specified under the Real Estate (Regulation & Development) Act, 2016 and rules and regulation made there-under and also verified the same with the website which has been put up by the Real Estate Authority under Real Estate (Regulation and Development Act, 2016). The Flat Allottee/s expressly confirm that he/she/they/it has agree to enter into this contract based upon verification and satisfaction afore-stated permission, plans and sanctions only and not based upon any information contained in the notice advertisement or prospectus, or on the basis of any model flat, plot or building as the case may be.

(ii) The authenticated copies of the plans as approved by the

concerned Local Authority have been annexed hereto and marked as **Annexure "C-1"**.

(iii) The authenticated copies of the plans of the Layout as proposed by the Owner/Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure "C-2"**.

(iv) The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, or extract of Village Forms VI, VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Flats are constructed or are to be constructed have been annexed hereto and marked as **Annexure "D"**.

(v) The authenticated copies of the plans and specifications of the Flat agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed and marked as **Annexure "E"**.

(vi) The Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

(vii) While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

(viii) The Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

(ix) The carpet area of the said Flat is ____ square meters and "carpet area" means the net usable floor area of a flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the flat.

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

(xi) Prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs. _____/- (Rupees _____ only), being the earnest money deposit in respect of the sale consideration of the Flat agreed to be sold by the Promoter to the Allottee/s (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee/s has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

(xii) The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority under the provisions of Real Estate (Regulation & Development) Act, 2016 at Mumbai-Maharashtra under No. _____authenticated copy showing registration is attached in **Annexure "F"**.

(xiii) Under section 13 of the said Act the Promoter is required to execute, a written Agreement for sale of said Flat with the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Flat/Plot) and the garage/covered parking (if applicable).

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

1. It is agreed between the parties hereto that all the recitals of this Agreement shall form part and parcel of the operative part of this Agreement and shall be read accordingly.

2. The Owner/Promoter is as aforesaid shall construct and/or constructing a new sale building to be known as "SHRISHTI" and shall construct/ constructing the said building on the portion of the land in accordance with the plans, designs, specifications etc. approved by the concerned local authority and

which have been seen and approved by the Allottee/s with only such variations and modifications as the Promoter may consider necessary or as may be required by the concerned authority or the concerned local authority or the Government to be made in them or any of them. If the building, in which the Allottee/s have agreed to acquire the premises, are completed earlier than other Buildings on the said Property, the Allottee/s confirms that the Promoter then will be entitled to utilize any F.S.I. whether T.D.R. or any other benefits or otherwise, which may be available on the said property, the said entire property or any part thereof or any adjoining property or properties as the case may be, written.

3. The Promoters have registered the Project under the Real Estate (Regulations & Development) Act 2016 (**"RERA Act"**) under No. _____.

4. The Allottee/s hereby agrees/agree to purchase from the Promoter and the promoter do hereby agree to sell to the Allottee/s the said Premises bearing Flat No/s. _____, admeasuring _____ sq. ft. carpet area, on the _____ floor, in the proposed sale building to be known as "SHRISHTI" more particularly described in the Second Schedule hereunder written and delineated in RED colour boundary line on the floor plan thereof annexed hereto annexed hereto and marked as **ANNEXURE "G"** (hereinafter referred to as the "said Flat"), for the price of Rs. _____ /- (Rupee_____ only) ("Total Consideration") including the proportionate price of the common areas and facilities appurtenant to the said premises, extent and description of the common/limited common areas and facilities which are more particularly described in the authenticated copies of the plans of the lay out as approved by the concerned local authority and Authenticated copies of the plans proposed by the Promoter hereinafter and according to which the construction of the building and open spaces are/will proposed to be provided for on the said project and are shown on the plan annexed thereto.

The Allottee/s herein agrees and undertakes to pay the said total consideration in the following manner:-

(a) a sum of Rs._____ /- (Rupees _____ _____ Only) before execution of this Agreement; Comment [u1]: 10%

(b) a sum of Rs._____ /- (Rupees_____ _____ Only) on execution of this Agreement; Comment [u2]: 20%

(c) a sum of Rs._____ /- (Rupees_____ _____ Only) to be paid by the Allottee/s to the promoter on completion of plinth of the building in which the said premises is situated;
Comment [u3]: 15%

(d) a sum of Rs._____ /- (Rupees _____ _____ Only) to be paid by the Allottee/s to the promoter on completion of ___ slab of the building in which the said premises is situated;

(e) a sum of Rs._____ /- (Rupees _____ _____ Only) to be paid by the Allottee/s to the promoter on completion of ___ slab of the building in which the said premises is situated;

(f) a sum of Rs._____ /- (Rupees _____ _____ Only) to be paid by the Allottee/s to the promoter on completion of ___ slab of the building in which the said premises is situated;

(g) a sum of Rs._____ /- (Rupees _____ _____ Only) to be paid by the Allottee/s to the promoter on completion of ___ slab of the building in which the said premises is situated;

(h) a sum of Rs._____ /- (Rupees _____ _____ Only) to be paid by the Allottee/s to the promoter on completion of ___ slab of the building in which the said premises is situated;

(i) a sum of Rs._____ /- (Rupees _____ _____ Only) to be paid by the Allottee/s to the promoter on completion of ___ slab of the building in which the said premises is situated;

(j) a sum of Rs._____ /- (Rupees _____ _____ Only) to be paid by the Allottee/s to the promoter on completion of ___ slab of the building in which the said premises is situated;

(k) a sum of Rs._____ /- (Rupees _____ _____ Only) to be paid by the Allottee/s to the promoter on completion of ___ slab of the building in which the said premises is situated;

(l) a sum of Rs._____ /- (Rupees _____

_____ Only) to be paid by the Allottee/s to the promoter on completion of ___ slab of the building in which the said premises is situated;
Comment [u4]: Total should be 25%

(m) a sum of Rs._____/- (Rupees _____ Only) to be paid by the Allottee/s to the promoter on completion of the walls, internal plaster, floorings doors and windows of the said Flat premises.
Comment [u5]: 5%

(n) a sum of Rs._____/- (Rupees _____ Only) to be paid by the Allottee/s to the promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies up-to the floor level of the said Flat premises.
Comment [u6]: 5%

(o) a sum of Rs._____/- (Rupees _____ Only) to be paid by the Allottee/s to the promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing of the building or wing in which the said Flat premises is located.
Comment [u7]: 5%

(p) a sum of Rs._____/- (Rupees _____ Only) to be paid by the Allottee/s to the promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of area appertain and all other requirements as may be prescribed in the Agreement of Sale of the building or wing in which the said Flat premises is located.
Comment [u8]: 10%

(q) a sum of Rs._____/- (Rupees _____ _____ only) being the balance amount payable against possession of the said premises being offered by the Promoter to the Allottee/s, pending execution of Deed of Lease in favour of any Co- operative Housing Society or Limited company or condominium of Flat/s premises, as the case may be as per prevailing Law.
Comment [u9]: 5%

The Allottee/s shall without fail and without any delay or default or demur pay the aforesaid installment/s on its respective due dates, as time in respect of each of the said payments is THE ESSENCE OF THE CONTRACT. The

Promoter will forward by courier/email/post to the Allottee/s, intimation of the Promoter having carried out/commenced the work, at the address given by the Allottee/s under this Agreement and the Allottee/s will be bound to pay the amount of installment/s within maximum eight days of Promoter dispatching such intimation.

5. The Allottee/s has paid to the Promoter on or before the execution of this agreement a sum of Rs._____/- (Rupees _____ only) as and by the way of earnest money deposit and hereby agrees and undertakes to pay to the Promoter thebalance amount of Rs._____/- (Rupees _____ only) from the aforesaid Total Consideration, in the manner as mentioned hereinabove:

6. The Allottee/s is/are aware that in addition to the aforesaid amounts as per present statute, GST are leviable on the total consideration payable hereunder and consequently, the amount of each installment/s payable by the Allottee/s to the Promoter, including any of the aforesaid total consideration as mentioned hereinabove, the Allottee/s will be required to pay the applicable Service Tax/GST to the Promoter in respect of this transaction. The Allottee/s hereby undertake(s) to pay the amount of the applicable Service Tax/GST and/or any other levies by the government authority/authorities from time to time and as may be required by the promoter along with each installment/s from the effective date with retrospective effect on which the relevant enactment/ notification shall/has come into effect and further shall not dispute or object to payment of such statutory dues. Failure to pay to the Promoter the Service Tax/GST and/or any other levies by the government authority/authorities from time to time and as may be required by the promoter including any of the instalment/s of the aforesaid total consideration as mentioned hereinabove, applicable shall be deemed to be a default in payment of amount due to the Promoter and will result in termination of this Agreement and forfeiture by the Promoter of the amounts paid hereunder, if such payment is not accompanied with the applicable Service Tax/GST and/or any other levies by the government authority/authorities from time to time and as may be required by the promoter. Provided further that if on account of change/amendment in the present statute or laws, statutes, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government GST or any other taxes become payable hereafter on theamounts payable by the Allottee/s to the Promoter in respect of this transaction and/or aforesaid taxes levied is increased on account of revision by Authorities, the Allottee/s shall be solely and exclusively liable to bear and pay the same. If the same are not paid as aforesaid, the Allottee/s shall be liable

to pay the same with interest of 24% p.a. thereon before taking possession of the said unit/premises. The Allottee/s shall forthwith on demand pay to the Promoter the amounts payable by the Allottee/s in order to enable the Promoter to pay the same to the concerned authorities and any other or further amounts payable by the Allottee/s and the Allottee/s shall pay the same without any protest and there shall be a charge on the said premises for such unpaid amounts (without prejudice to any other rights that may be available to the Promoter). The Allottee/s hereby indemnifies and agrees to keep the Promoter indemnified for all times against any loss or damage or penalty or prosecution that may be occasioned to the Promoter on account of the Allottee/s failing to pay to the Promoter on demand the amount payable by the Allottee/s towards the said taxes as provided hereinabove.

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

8. The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalment/s payable by the Allottee/s by discounting such early payments @9 % per annum for the period by which the respective instalment/s has been pre-poned. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Promoter.

9. The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3 per cent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by the Allottee/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any

increase in the carpet area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same proportionate rate per square meter/feet as agreed in Clause 4 (i) of this Agreement.

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

11. It is expressly agreed that the time for the payment of each of the aforesaid instalment/s of the consideration and other amounts shall be the Essence of The Contract . The said Consideration is derived on the basis that (a) the Promoter shall be entitled to utilise the entire unconsumed and residual Floor Space Index (F.S.I.), if any, in respect of the said Property/the Scheme Land, and the entire increased, additional, future and extra F.S.I. (whether by way of purchase of FSI from the layout and/or purchase of FSI from the authorities by payment of premium or price and/or the change of law and policy and/or the purchase of Transferable Development Rights and/or floating FSI) before the formation of the Society/condominium/Ltd company/any other body of Allottee/s in the said building and even post formation of such Society/condominium/Ltd company/any other body of Allottee/s in the said building for a period of 5 years after the execution of the Deed of Lease/Assignment of Lease, as the case may be and/or deemed Lease/Assignment of Lease as, the case may be and/or after the statutory vesting of the said new Building in favour of the Society or federation of societies or apex society/condominium/Ltd company/any other body of Allottee/s in the said building and (b) the Allottee/s has accorded his/her/their/its irrevocable consent to the Promoter whereby the Promoter shall be entitled to make any variations, alterations, amendments or deletions to or in the scheme of development of the Property/Land, relocate/realign service and utility connections and lines, open spaces, parking spaces, recreation areas and all or any other areas, amenities and facilities as the Promoter may deem fit in its sole discretion and/or to the Sanctioned Plans (from time to time) before the formation of the Society/condominium/Ltd company/any other body of Allottee/s in the said building and even post formation of the Society/condominium/Ltd company/any other body of Allottee/s in the said building and even after the execution of the Deed of Lease/Assignment of Lease, as the case may be/Deed of Lease and/or deemed Lease/Assignment of Lease, as the case may be and/or after the statutory vesting of the said sale Building in favour

of the Society/condominium/Ltd company/any other body of Allottee/s in the said building. All the above respective payments shall be made to the Promoter within seven days of the due date notwithstanding the Allottee/s not having received any intimation in writing to make payment of the same. The Allottee/s shall make all payments of the consideration amount due and payable to the Promoter through an account payee cheque / demand draft / pay order / wire transfer / any other instrument drawn in favour of the Promoter.

12. Time is essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handling over the (Flat/Plot) to the Allottee and the common areas to the society/condominium/Ltd company/any other body of Allottee/s in the said building / association of the Allottee/s after receiving the Occupancy Certificate or the Completion Certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the instalment/s and other dues payable by him/her/them/it and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Clause 1(c) herein above ("Payment Plan").

13. In accordance with the provisions of the Income Tax Act, 1961 the Allottee/s is under obligation to deduct the TDS at the rate as applicable in law of the consideration amount and the Allottee/s shall deduct at the rate as applicable in law at the time of payment of each instalment and pay the same to the Government Treasury and within seven days of such payment obtain and furnish the required Challan/Certificate to the Promoter. In the event that the Allottee/s fails to deduct such amount and/or to pay such amount to the Government Treasury then the Allottee/s shall be liable to suffer or incur all the consequences including to reimburse the damages or loss which may be suffered or incurred by the Promoter by reason of non-deposit of such amount in the Government Treasury and/or upon the failure to furnish the Challan/TDS Certificate evidencing such payment to the Promoter.

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

15. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is _____ square meters only and in addition, thereto all such other and further Free FSI and FSI available on payment of premium and the benefits available in respect of the said project and further the Promoter has also planned to utilize the entire Floor Space Index as per the provisions of the draft Development Control Regulations 2034 and amendments thereof from time to time either available by efflux of law and/or by availing of TDR or FSI available on payment 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 Regulation, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ square meters as proposed to be utilized by it on the project land in the said project and Allottee/s has agreed to purchase the said Flat/unit/premises based on the proposed construction and sale of flats to be carried out by the Promoter by utilizing the entire proposed FSI as applicable to the entire project and in addition thereto all such other and further Free FSI and FSI available on payment of premium and the benefits available in respect of the said project and further the Promoter has also planned to utilize the entire Floor Space Index as per the provisions of the draft Development Control Regulations 2034 and amendments thereof from time to time either available by efflux of law and/or by availing of TDR or FSI available on payment premiums or FSI available as incentive FSI byimplementing 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 Regulation, which are applicable to the said Project and on the understanding that the declared proposed FSI shall belong to Promoter only.

16. Without prejudice to the Promoter‟s rights, under this agreement and/or in law, including for damages the Promoter, as the case may be, shall be entitled to claim and the Allottee/s shall be liable to pay to the Promoter, as the case may be, interest at the rate of as per rules or at such rate as Promoter may agree on all such amounts/payments which may become due and payable by the Allottee/s under the terms of this agreement and remain unpaid for seven days or more after becoming due.

17. Without prejudice to the right of promoter to charge interest in terms of clauses mentioned herein, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned

local authority and other outgoings) and on the Allottee/s committing any 3 (three) defaults of payment of installment/s and/or on the Allottee/s committing breach of any of the terms and conditions herein contained, the Promoter/s shall at his/her/their/its own option, may terminate this Agreement in which event the consequences hereinafter set out shall follow:

(a) The Allottee/s shall cease to have any right or interest in the said Premises or any part thereof;

(b) The Promoter, shall be entitled to sell and transfer the said Premises at such price and on the terms and conditions to such other person or party as the Promoter may, in its absolute discretion deem fit, without any reference and/or recourse to Allottee/s. The Allottee/s will thereupon and agree and undertake to execute a Sale Agreement in favour of such other person or persons as the Promoter directs.

(c) On the realization of the entire sale consideration on resale from the new prospective Allottee/s towards the said Premises, the Promoter shall refund to the Allottee/s the amount paid till then by the Allottee/s to the Promoter without any interest in pursuance of this Agreement after deducting there from:

(i) 4% of the purchase price of the said Premises which is to stand forfeited by the Promoter which amount is agreed by the parties to be a fair estimate of the loss of the Promoter will suffer in the event of default on the part of the Allottee/s to pay the amount payable by him/ her/it/them to the Promoters hereunder towards liquidated damages.

(ii) the taxes, service charges and outgoings, etc. if any, due and payable by the Allottee/s in respect of the said Premises upto the date of termination of this Agreement;

(iii) The amount of interest payable by the Allottee/s to the Promoter in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid;

(d) The Promoter shall, in the event of any shortfall, be entitled to recover the said amounts from the Allottee/s. The Promoter shall not be liable to pay to the Allottee/s any interest, compensation, damages, costs otherwise and shall also not be liable toreimburse to the Allottee/s any Government Charges such as GST, Stamp Duty,

Registration Fees etc. as the case may be. The amount shall be accepted by the Allottee/s in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the said Premises. The Allottee/s agree that receipt of the said refund by cheque from the Promoter by the Allottee/s by registered post acknowledgement due at the address given by the Allottee/s in these presents whether the Allottee/s accept/s or encash/s the cheque or not, will amount to the said refund.

PROVIDED always that the power of termination herein before contained shall not be exercised by the Promoter unless and until the Promoter shall have given to the Allottee/s 15 (fifteen) days prior notice in writing of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it has intended to terminate the Agreement and default shall have been made by the Allottee/s in remedying such breach or breaches within fifteen days after receiving of such notice, failing which the Promoters shall be entitled to terminate this Agreement. The Promoter will send such notice by Registered Post AD at the address provided by the Allottee/s and or mail at the email address provided by the Allottee/s at the address mentioned hereinafter to the Allottee/s and such posting will be sufficient discharge to the Promoter.

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

19. Commencing a week after notice in writing is given by the Promoter to Allottee/s that the said premises is ready for use and occupation irrespective of whether the possession of the premises is taken or not in accordance with this agreement, the Allottee/s as and when called upon by the Promoter and/or society/condominium/Limited company/any other body of Allottee/s in the said building and/or anybody of individuals, shall be liable to bear and pay an amount being a lump sum amount towards the proportionate share (i.e. in proportion to the floor area of the flat) of outgoings in respect of the said property and building/s including local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs, and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said property / building/s. The Purchaser/s alone shall be responsible and liable for payment of

GST and/or any such government levies on such amount. Until the said society/condominium/Limited company/any other body of Allottee/s in the said building and/or anybody of individuals is formed and the said property and buildings are transferred to it, the Promoter shall use the amounts for the outgoings as may be determined from time to time. The Allottee/s further agree/s and undertake/s to pay to the Promoter / Coop. Society/Company / condominium/Ltd company/any other body of Allottee/s in the said building and/or anybody of individuals any additional amount demanded over and above the aforesaid amount towards the outgoings, as and when required, without any demur and protest. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter till the necessary lease deed is executed in respect of the land underneath the concerned building in favour of the society/condominium/Limited company/any other body of Allottee/s in the said building and/or anybody of individuals, subject to provisions of the said Act and the rules made there-under, on such document being executed, the aforesaid deposit (less deductions provided for under this agreement) shall be paid over by the Promoter to the society/condominium/Limited company/any other body of Allottee/s in the said building and/or anybody of individuals, as the case may be, subject to deductions to be made, if any.

20. The Allottee/s is/are aware that the Sale Building and the common areas and amenities in the said Sale Building including the Club House, shall be maintained and managed by the Developers/Promoters / a Facility Management Company (FMC) appointed by the Developers/Promoters. The Allottee/s along-with the other Allottee/s of the Premises in the entire building/project shall be entitled to avail of the services provided or arranged by or through the Developers/ Promoters/FMC at a cost or charges that may be fixed by the FMC. All common costs, charges and expenses that may be claimed by the Developers/Promoters/FMC shall be to the account of and borne by the Allottee/s of the Premises in the said Sale Building. These common costs shall be shared by all such Allottee/s on pro-rata basis determined by the Developers/Promoters and/or FMC, which determination shall be binding on the Allottee/s.

21. COMMON AREAS AND AMENITIES. RESTRICTED AREAS AND AMENITIES AND CLUB:

(a) The Promoters shall make available the Common Areas and Amenities as set out in **Annexure "I"** annexed hereto.

(b) Restricted Areas and Amenities.

Upon making full payment of all amounts due under this Agreement and completion of the said Sale Building, the Allottee/s shall be entitled to use the facilities of the "CLUB HOUSE", which is proposed to be constructed on a portion of the said Property which club house shall be under the control of Promoter/FMC or any other person nominated by the Promoters. Any memberships, shall be permitted only if the individual Allottee/s of the Premises and on payment of fees as may be decided by the Promoters / FMC from time to time. Similarly, charges for any guests shall be determined by the Promoters / FMC. The membership will be subject to the terms and conditions, rules and charges, as may be framed /levied from time to time by the operator(s) of "the CLUB HOUSE". The Allottee/s hereto is aware that the Promoters are constructing one Club House in the said Property and the Allottee/s shall have access only to the Club House in respect of his / her / their premises in the said Sale Building only. The Allottee/s undertakes to be bound by the rules framed by the Promoters / FMC with regard to the access to the Club House in the said Property and the Allottee/s hereby waives his/her/their right to raise any objection in this regard. The right to use the facilities at the Club House shall be personal to the Allottee/s of the Premises in the said Sale Building and shall not be transferable in any manner to any third person or party whatsoever. In the event that the said Premises in the said Sale Building is sold / transferred by the Allottee/s then the Allottee/s shall be deemed to have transferred the right to utilize the said facilities as well as the membership to the then Allottee/s/transferee of the said Premises, who shall pay necessary entrance fees for a sum of Rs. _____/- (Rupees _____ Only) or any additional amounts, that may be decided by the Promoters. It is, however, clarified that that the Developers/Promoters shall be entitled to grant membership rights to such other person(s) as they may deem fit to be and the Allottee/s shall not be entitled to object to the same. The Allottee/s shall be obliged to pay the charges, if any, levied by the operator of the Club for specific service(s) availed of by the Allottee/s. The Allottee/s shall, in addition to the Total Consideration and other amounts payable hereunder, at the time the said Premises is made available to the Allottee/s for the fit outs, be obliged to and agrees to pay to the Promoters towards non-refundable club membership admission maintenance agency the monthly subscription / charges / service/user fees the amount as set out herein in respect of the "Club" lifetime membership from the month the services of the Club are made available to the Allottee/s of the said Premises in the said sale Building. It is clarified that certain facilities shall have usage charges in addition to the said club membership charges and same shall be payable on or before the date of Offer of Possession of the said

premises as specified by the Promoters, along with applicable taxes, if any. The membership to the Club shall be renewed on such the terms, conditions and charges may be imposed by the Operator of the Club. The Allottee/s is/are aware and agrees that the Club may be ready for use within 24 (Twenty Four) months after date of Offer of Possession and in the period between Date of Offer of Possession and opening of the club, the Allottee/s shall not be able to use the facilities of the club and shall not object and/or raise any objection in respect of the same.

22. The Promoters does not warrant or guarantee for use, performance or the services provided by the operator of the Club. The Parties hereto agree that the Promoters shall not be responsible and/or liable in connection with any deficiency or the performance/non-performance of the services or otherwise provided to the Allottee/s.

23. The Allottee/s shall after payment of the entire consideration to the Promoter and all applicable taxes and outgoings to Promoter under this Agreement on execution of this Agreement and prior to taking possession of the premises, deposit with the Promoter following sums of money in addition to any other amounts mentioned in this agreement:

(i) Rs. _____/- (Rupees _____ Only) for meeting all legal cost, charges and expenses including professional cost of attorneys at law, advocates and solicitors of the Promoter in connection with the cost of preparing and engrossing this Agreement.

(ii) Rs.350/- (Rupees Three Hundred Fifty Only) for share money of 5 (five) shares of Rs.50/- (Rupees Fifty only) each and Rs.100/- (Rupees One Hundred only) towards entrance fee of the proposed co-operative housing society/condominium/Limited company/any other body of Allottee/s in the said building and/or anybody of individuals.

(iii) Rs. _____/- (Rupees _____ Only) being the lumpsum amount towards the expenses and other out of pocket expenses/expenditure for formation and registration of the society or ultimate body of Allottee/s.

(iv) Rs. _____/- (Rupees _____ only) as security deposit for due performance of this Agreement which will include the deposits payable to the concerned local authority or government for giving water, electricity or any other service connection to the building in which the premises is situated. The balance of such deposits, if any, will be transferred to the society in the account of the

Allottee/s and if this deposit amount is found short, the Allottee/s agrees to pay such further amount as may be required by the Promoter.

(v) Rs. _____ /- (Rupees _____ only) towards deposit for water meter and electric meter and costs of electric substation and cables.

(vi) Rs. _____/- (Rupees _____ Only) towards Pipe Gas Connection Charges, if gas pipe line is installed.

(vii) Rs._____/- (Rupees _____ Only) towards proportionate share of development charges, taxes, etc.

(viii) Rs._____/- (Rupees _____ Only) for proportionate share of taxes and other charges/levies in respect of Society or Limited Company/Federation/Apex Body.

24. The Promoter shall utilize the sum as mentioned in Clause 23 paid by Allottee/s for meeting all legal costs, charges and expenses including professional costs of the attorneys at law/advocates of the Promoter in connection with formation of the said society or limited company or any other ultimate body of Allottee/s as the case may be, for preparing its rules, regulations and bye-laws and the Lease Deed/Assignment of Lease, as the case may be/or any other documents of transfer.

25. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as deposit, sums received on account of the share capital, and shall utilize the amounts only for the purpose for which they have been received.

26. The Allottee/s shall pay stamp duty and registration charges payable, if any, by the said society or limited company and otherwise, on the Lease/Assignment of Lease, or any document or instrument of transfer in respect of the said property and/or any part thereof and the said building as the case may be executed in favour of the society or limited company. The Promoter will not be bound and liable to pay any stamp duty or registration charges on and/or under this agreement or otherwise.

27. The Promoter has represented that the open space, stilt and stack parking spaces form part and parcel of the common areas which are common to all the Allottee/s. The Allottee/s have been proportionately charged for this common

areas with specific right to park vehicle / cars in an open area / stilt / podium levels and which area has been sanctioned by the corporation for parking vehicles. The Allottee/s is also aware that the Promoter have already allotted to some other Allottee/s as and by way of an additional amenity the exclusive right to park vehicles / cars in the open space passed for parking vehicles, stilt and parking floor areas and the Allottee/s herein hereby unconditionally accepts and confirms the same and agrees not to oppose the grant of such exclusive rights to park at any time hereafter and specifically agrees to vote in favour of creation of such exclusive rights if, at any stage, any voting takes place on a resolution passed in this regard at any meeting at the time or after the formation of the society or other body in the meeting of the society or otherwise, whether General Body Meeting or of any Managing Committee in respect thereof or otherwise in any manner whatsoever including by circular resolution. These exclusive rights to park vehicles/car as afore-stated are both inheritable and transferable and will stand attached to the said premises the same being an amenity attached to the said premises and the same shall not be transferred by the Allottee/s otherwise than with the transfer of the said premises. The Allottee/s agrees and undertakes to support any further exclusive rights to park that may be created by the Promoter herein in favour of the Allottee/s which may be hereinafter made without any objection whatsoever and also agrees and undertakes not to object to and to specifically vote in favour of such exclusive rights in any resolutions that may be put up for passing in the General Body Meetings or Managing Committee Meeting of the society/condominium/ limited company/any other body of persons/individuals to be formed by the Allottee/s or other body in the meeting of the society/condominium/limited company/any other body of persons/ individuals or otherwise in any other meeting. The Allottee/s is aware that specifically relying on the aforesaid assurances and undertakings, the Allottee/s is specifically granted exclusive rights to park as stated herein. The Agreement shall be treated as an irrevocable consent to the Promoter granting such exclusive rights to flat Allottee/s.

28. Agreed further that the irrevocable consent given herein shall be treated as an affirmative vote of the Allottee/s and the Allottee/s would be deemed to have assented to any resolution put up by the society/condominium/limited company/any other body of persons/ individuals or Managing Committee or body referred to hereinabove.

29. The Promoter shall be entitled to enter into agreements with other

Allottee/s on such terms and conditions of the agreements as the Promoter may deem fit without affecting or prejudicing the rights of the Allottee/s in the flats/premises/commercial premises etc. under this agreement.

30. It is hereby expressly agreed that the Promoter shall, notwithstanding anything contained in this agreement, be entitled to sell the flats/premises, shops, garages, and allot excusive user of open spaces/parking space terrace or portion thereof etc. in the new proposed building and other structures on the said property for residential user or parking or for any other permissible user in that behalf in such manner and on such terms and conditions as the Promoter may deem fit without affecting or prejudicing the rights of the Flat Allottee/s in the premises under this agreement. The Flat Allottee/s and/or the Society/condominium/limited company/any other body of persons/individuals shall not object to and hereby give his/its irrevocable consent to the Promoter allotting, selling or otherwise dealing with garages , open spaces etc. and such allotment sale etc. shall be binding on the flat Allottee/s.

31. The Promoter shall endeavour to hand over possession of the said premises to the Flat Allottee on or before 31st December, 2023 subject to what is otherwise stated herein. If the Promoter fails and neglect to give possession of the said premises on the aforesaid date or any such date as may be extend by mutual consent then the Allottee shall have the option to terminate this agreement after giving 30(thirty) days notice in writing thereupon the Promoter shall be liable to refund to the Allottee within3(three) months the amount received by him in respect of the said premises along-with simple interest as per the provisions of RERA from the date the Promoter received the sum till the date the said amount and interest thereon is paid to the Allottee/s. It is agreed that upon the termination of this Agreement by the Allottee/s, the claim of the Allottee/s shall be restricted to refund of monies paid with simple interest thereon as per the provisions of RERA and that the Allottee/s shall not be entitled to claim any loss and/or damages and/or mental trauma or otherwise howsoever. The entire amounts to be refunded with the interest thereon payable on the amounts refundable to the Allottee/s shall be paid solely by the Promoter as it is the Promoters responsibility to complete the construction in a timely manner. The amount so refunded shall be in full and final satisfaction and final settlement of all the claims of the Allottee/s under this Agreement. The Allottee/s agrees that receipt of the said refund by Cheque from the Promoter by the Allottee/s by registered post acknowledgement due at the address given by the Allottee/s in these presents whether the Allottee/s accepts or encashes the cheque

or not, will amount to the said refund. In such event and upon the termination notice given by the Allottee/s to the Promoter herein, the Promoter alone shall be entitled to deal with or dispose of the said premises as they may deem fit.

32. The Promoter shall be entitled to a reasonable extension of time for handing over the possession of the said Premises, as stated in Clause 31 hereinabove, if the completion of the said free sale building in which the said Premises is situated is delayed on account of below mentioned reason but not because of an act and/or omission on the part of the Promoter.

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

(ii) War, Civil Commotion, Riots or Act of God; or

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

(iv) changes in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the project;

or

(v) on account of delay in issue of the Occupation Certificate, and/or any other Certificate/permission/approval as may be required in respect of the said free sale building by the said local authority

or

(vi) delay in grant of any NOC / permission / license / connection for installation of any services, such as lifts, electricity and water connections and meters to the project / flat / road or completion certificate from appropriate authority for which such delay shall be condoned by not be more than six months;

or

(vii) any stay, injunction or other order of any court, tribunal or authority; or/and that the Allottee/s hereby agrees to ignore such delay in getting possession due to any of the abovementioned reasons and/or for any reason beyond the control of the Promoter as per the provisions of the RERA Act or any relevant section of the Acts from the time being in force.

33. The Allottee/s shall bear and pay the proportionate municipal taxes, maintenance charges and all other outgoings in respect of the said building from the date of possession in respect of the said Premises. The common expenses in respect of the said Property shall be shared by the Allottee/s of units and other premises of the said building in proportion of his/her/its/their respective area.

34. The Allottee/s shall take possession of the said Premises within 15 (fifteen) days of the Promoter giving written notice to the Allottee/s intimating that the said Premises are ready for use and occupation. Provided that if within a period of 5 (Five) year from the date of handing over the said Premises to the Allottee/s, the Allottee/s bring/s to the notice of the Promoter any structural defect in the said Premises or the said building in which the said Premises is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible, such defects shall be rectified by the Promoter at the Promoter"s own cost and in case it is not possible to rectify such defects then the Allottee/s shall be entitled to receive from the Promoter reasonable compensation for such defect or change. However, if the Allottee/s and other Allottee/s in the said building under reference carries out any alteration or addition or change as regards columns, beams, slabs, and/or ceiling or outer walls any other structural change/alteration in the said Premises or any part thereof in the said Premises and/or the said free sale building, the liability of the Promoter shall come to an end and the Allottee/s alone shall be responsible to rectify such defect or change at their own cost/s.

35. The Allottee/s shall use the Flat or any part thereof or permit the same to be used only for purpose of residence and not for any other purpose without obtaining the permission/approval from the concerned authority/authorities. He/she/it/they shall use the garage or parking space only for purpose of keeping or parking his/her/its/their vehicle.

36. The Allottee along-with other Allottee(s) of Flats in the building shall join in forming and registering the society or condominium or association or a limited company or any other body of individuals to be known by such name as the Promoter may decide and for this purpose also from time to time agrees and undertakes to sign, execute and deliver the application/s and all such other and further writings as may be required and demanded by the promoter herein and/or its nominees and assigns as the case may be for registration and/or membership including to submit and provide the other papers and documents necessary for the

formation and registration of the Society or condominium or Association or Limited Company or any other body of individuals and for becoming a member, including to accept and follow the bye-laws of the proposed Society/condominium/limited company/any other body of persons and duly fill in, sign and return to the Promoter all such writing/s within seven days of the same being forwarded/requested by the Promoter to the Allottee, so as to enable the Promoter to register the said common organization of Allottee/s. No Objection shall be taken by the Allottee/s if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

37. In case of a layout, within 12 months from the receipt of the entire consideration from all the Allottee/s, the Promoter shall apply and/or cause to be executed by the concerned authority/authorities the Lease/Assignment of the entire undivided or inseparable land underneath the building/s jointly or otherwise as they may deem fit subject to Rules and Regulations and Prevailing Law.

38. It is agreed by the flat Allottee/s that if the Floor Space Index of the plot in the entire layout is increased due to change in the law or the policies of the Government or local authorities, even after and subsequent to the aforesaid Lease/Assignment of Lease, as the case may be / lease/assignment of any one or more structures to the society/ condominium/limited company/ any other body of persons/organization of flat Allottee/s, then increase in Floor Space Index which is proportionate to the Floor Space Index utilized or consumed by the conveyed / lease structure or structures to total Floor Space Index of the layout, before the formation of the Society/condominium/limited company/ any other body of persons/organization of flat Allottee/s and even post formation of the Society/condominium/limited company/ any other body of persons/ organization of flat Allottee/s for a period of 5 years after the execution of the Deed of Lease/Assignment of Lease, as the case may be and/or deemed Lease/Assignment of Lease as the case may be and/or after the statutory vesting of the said Sale Building in favour of the Society/condominium/limited company/any other body of persons/ organization of flat Allottee/s or federation of societies or apex society shall exclusively and absolutely belong to and shall be the property of the Promoter herein and/or its nominees and assigns as the case may be. The Promoter shall not be bound to obtain any consent or permission from the organization of flat

Allottee/s in the said layout land or phase for the purpose of utilizing the balance Floor Space Index or the Transfer of Development Right, Floor Space Index or additional Floor Space Index that may be available in respect of the property under reference by whatever name called. The flat Allottee/s shall not be entitled to and shall not object to such development/s in any manner whatsoever. The flat Allottee/s and their permitted successors in title agree/s and undertakes not to demand and/or claim any compensation thereof in any manner whatsoever and further to grant his/her/their/its irrevocable consent in respect of the same and shall not be entitled to object and shall not object to such document in any of the meeting of the ultimate society/condominium/limited company/association of persons/any other body of individuals by whatever name called.

39. It is expressly and specifically clarified, agreed, understood and confirmed by and between the parties hereto that the unsold units / premises and other premises including car parking spaces in the said building shall at all times, including after the formation and registration of the Society/ condominium/limited company/ any other body of persons/ organization/ Common Organization of Allottee/s (hereinafter referred to as the said common organization) and/or after the execution of the said Lease/ Assignment of Lease, as the case may be in respect of the said Property and the said building in favour of the said Common Organization, be and remain as the absolute property of the Promoter, and the Promoter shall become members of the said Common Organization in respect thereof, and the Promoter shall have full right, absolute power and authority and shall be unconditionally entitled to deal with and to sell, transfer assign and let or otherwise dispose of the same in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice, and neither the Allottee/s herein, nor the said Common Organization shall object to or dispute the same in any manner whatsoever. On the Promoter, as the case may be, intimating to the said Common Organization the name or names of the Allottee/s or acquirer/s of such unsold units, premises, etc., the said Common Organization shall forthwith accept and admit such Allottee/s and acquirers as their member/s and shareholder/s, and shall forthwith issue share certificate/s and other necessary documents in favour of such Allottee/s, without raising any dispute or objection to the same and without charging/recording from them any premium, fees, donations or any other amount of whatsoever nature in respect thereof. The Promoter be shall not be liable to pay maintenance charges for the unsold units to the Common Organization save and except the municipal taxes with effect from receipt of occupation/completion

certificate. The Promoter shall at its discretion pay the municipal property taxes, non-agricultural assessment charges/taxes/rate etc. in respect of unsold Premises / Units / Flats directly to the BMC/MCGM. It is clarified that the Promoter will not be liable to pay any other amounts in respect of the unsold Premises / Units / Flats, Adequate provisions for the above shall be made in the said Documents of Transfer.

40. All costs charges and expenses in connection with the formation of the said Common Organization, as well as the costs of preparing and engrossing the deed of lease or any appropriate document/deed in respect of the said property and the said Building in favour of the said Common Organization, payment of charges for such purpose, stamp duty and registration charges thereof and all other agreements or any other documents required to be executed by the Promoter as well as the entire professional costs of the Attorneys of the Promoter for preparing and approving all such documents shall be borne and paid by the said Common Organization or proportionately by all the Allottee/s in the said Building. The share of the Allottee/s in such costs, charges and expenses shall be paid by him/her/them/it immediately when required.

41. It is hereby expressly clarified, agreed and understood between the parties hereto that:

(a) If any portion of the said property is acquired or notified to be acquired by the Government, or by any other public body or authority, the Promoter shall be entitled to receive all the benefits in respect thereof and/or the compensatory F.S.I. or all other benefits which may be permitted in lieu thereof till the common organization is formed and registered and the said property and building is transferred. The Promoter shall be entitled to use any additional F.S.I. or additional constructions that may be permitted by the local body or concerned authority on the said property for any reasons whatsoever including F.S.I. in respect of any adjoining or neighbouring property. Such additional structures and storeys will be the sole property of the Promoter who will be entitled to deal with or dispose of the same in any way the Promoter choose and the Allottee/s hereby irrevocably consent to the same. The Allottee/s shall not be entitled to raise any objection or claim any abatement in price of the premises agreed to be acquired by them and/or any compensation or damage on the ground of inconveniences or any other ground whatsoever.

(b) The entire unconsumed and residual F.S.I. and T.D.R., if any, in respect of the said building to be constructed on the

said building on the said Property the entire increased, additional and extra F.S.I. which may be available at any time hereafter in respect thereof for any reason whatsoever including because of change in the status, D. P. Plan, Rules, the proposed D. C. Regulation (2034),Regulations and bye-laws governing the FSI as also the changes to Development Plan F.S.I. or otherwise which may be available, it is possible for the Promoter to acquire such FSI/benefits including by certificate/s of Development Right of other properties (commonly known as TDR) and to make additional construction on the said property by utilising such Development Rights on any account or due to any reason whatsoever, including on account of handing over to the Government or the Municipality any set back area, and/or due to any change in law, rules or regulations, shall absolutely and exclusively belong to and be available to Promoter, free of all costs, charges and payments, and neither the Allottee/s herein, nor the Organization shall have or claim any rights, benefits or interest whatsoever including for use and consumption in respect thereof and/or of inconvenience and/or of light and ventilation and/or density and environment and/or of water and electricity or otherwise for any reason/s whatsoever;

(c) The Promoter shall have, the full right, absolute authority and unfettered discretion to use, utilize and consume the aforesaid FSI and TDR respectively, becoming available to the promoter on various aforesaid occasions, before the formation of the said common organization and even post formation of the said common organization for a period of 5 years after the execution of the Lease Deed/Assignment of Lease, as the case may be and/or deemed Lease/Assignment of Lease as, the case may be and/or after the statutory vesting of the said Sale Building in favour of the Society or federation of societies or apex society for constructing any new and additional structures and floors thereon on the building under reference, and/or otherwise howsoever, as the Promoter may desire and deem fit and proper and as may be legally permitted, whether now or at any time in future. It is expressly agreed that in case of vertical expansion of the said building by way of additional floor/s, the Promoter shall be entitled to shift the water tank/s, dish antenna/s, relay station for cellular and satellite communications etc., either over and above such additional floors and/ or extension or at such other place/s as the Promoter may deem fit and proper even after the deed of Lease/ assignment/transfer is executed and registered.

(d) The Allottee/s agree/s and undertake/s to permit and give the Promoter all facilities for making such additions,

alterations or to put up any additional structures or floors, on the said property which addition may be horizontal and/or Vertical to the building to be constructed on the said property even after the said society or condominium or Common organization is formed and registered and the said property and the said building or part thereof is leased/assigned/transferred to such common organization till the work of additions and alterations above is completed in full and possession of such units/flats etc., are handed over to the respective Allottee/s of such premises etc. The Allottee/s agree/s and undertake/s not to object to such construction on the ground of nuisance, annoyance and/or otherwise for any other reasons.

(e) All such new and additional tenements, units, premises buildings and structures shall absolutely and exclusively belong to the Promoter, and neither the Allottee/s herein, nor the Common Organization shall have or claim any rights, title, benefits or interests whatsoever in respect thereof, and the Promoter shall be absolutely entitled to deal with, sell, let or otherwise dispose of and transfer the same in any manner, to any person/party of its choice, for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, and neither the Allottee/s nor the Common Organization shall raise any dispute or objection thereto and the Allottee/s hereby grants his/her/their/its irrevocable consent to the same;

(f) The Promoter shall be entitled to take benefit of any approval of development rights/FSI/TDR/benefits by whatever name calledwhich may become available with respect of the said property to any other property or properties either adjoining / clubbing the said property with any other scheme/property as the promoter may deem fit and proper and/or otherwise as may be permissible in law and the Allottee/s shall neither claim any right thereto nor object or dispute the same in any manner whatsoever.

(g) The Allottee/s hereby expressly consent/s to the Promoter realigning, re-designing the said Building or the recreation area or internal road and passages and such other area or areas which the Promoter may desire to re-align and re-design. If the building under reference is completed earlier then the other Premises in the said Building, then the Allottee/s confirm/s that the Promoter will be entitled to utilize any F.S.I. which may be available on the said Property or any part thereof as set out in the Schedule hereunder written. Till the said Building i.e. “SHRISHTI”,

is completed and the entire F.S.I. available on the said Property is duly utilized by the Promoter and the amount or amounts receivable by the Promoter and all obligations required to be carried out by the Allottee/s herein and other Allottee/s of premises from the Promoter are fulfilled by them, the Promoter shall not be bound and shall not be called upon or required to form the said common organization i.e. any Co-operative Society, Limited Company or Condominium or Flats as the case may be and the Allottee/s agree/s and irrevocably consent/s not to raise any demand or dispute or objection in that behalf.

(h) It is agreed and understood that at any time before the execution of the Lease/Assignment of Lease, as the case may be of the said Property in favour of the Common Organization of the proposed new building known as "SHRISHTI", the Promoter shall be entitled to amalgamate/club the said plot under reference including the free sale area/plot with any other property either adjacent or otherwise as it may deem fit and proper and/or which it may have already purchased/acquired, or which it may hereafter purchase/acquire, and to apply for and obtain the necessary sanctions, permissions, orders, NOCs, approvals, etc. for the concerned authority/authorities for such amalgamation/clubbing as the case may be, and to develop the said property in accordance therewith. The Allottee/s agrees and undertakes to not to raise any objection to or dispute such amalgamation of the said Property land by the Promoters and/or its nominees and assigns as the case may be;

(i) The Allottee/s shall not at any time hereafter raise any objection or on any ground whatsoever to the provisions of this agreement or to the Promoter exercising their rights as mentioned herein, nor shall they claim any abatement or reduction in the Allottee/s price due to the same nor shall they claim any compensation or damages from the Promoter/s due to the same on any ground whatsoever including on the ground of any inconvenience or nuisance which may be caused by the Promoter putting up and effecting such new and additional construction as mentioned hereinabove and/or of light and ventilation and/or density and environment and/or of water and electricity or otherwise;

(j) The Allottee/s shall not be entitled to any rebate and/or concession in the price at his/her/their flat/premises on account of the construction of additional floor/s and/or any other building and/or structure and/or the changes, alterations and additions made in the building or buildings

or structures or on account of any advertisement hoarding and/or facilities for dish Antenna/Satellite transmission facilities put up on the said property and/or the said building under reference.

(k) The Promoter shall be entitled to grant any Right of Way or license of any right through, over or under the said property to any person or party including occupant, Allottee/s or person entitled to any area or areas in any building(s) which may be construction by the Promoter on the said property or any other adjoining property or properties to the said property or to any other person as the Promoter may desire or deem fit and proper.

(l) The Common Organization shall admit as its members, all Allottee/s of such new and additional units/premises/tenements whenever constructed on the said building.

(m) The Promoter hereby reserve their right to give for the purpose of advertisement or by putting up hoardings or Neon Light hoardings etc. or for any other legal and valid users on any open spaces in the said property including on the terrace and compound walls for the said purpose on such terms and conditions as the Promoter may desire. The said right shall continue to subsist even after the execution of lease or assignment in favour of the estate or common organization to be formed by the flats/premises/commercial premises etc. Allottee/s. If any municipal rates, taxes, cess, assessments are imposed on the said property due to such advertisements or hoardings put up on the open spaces or terraces or any other portion or compound walls of the said property, the same shall be borne and paid wholly by the Promoter. The Promoter shall be exclusively entitled to the income and profits that may be derived by the display of such advertisement, hoardings at any time hereafter. The Allottee/s will not object to the same for any reason whatsoever and shall allow the Promoter, their agents, servants, etc. to enter into the said property, the terrace and any other open spaces in the said property for the purpose of putting and/or preserving and/or maintaining and/or removing the advertisements and/or hoardings or otherwise as the case may be. The Promoter shall be entitled to transfer or assign such right to any person or persons who they may deem fit and the Allottee/s or the common organization to be formed by the Allottee/s shall not raise any objection thereto in any manner whatsoever.

(n) The Allottee/s is aware that the Promoter or the Maintenance Agency nominated by the Promoter for

providing certain Maintenance Services in the said Sale building shall maintain the Sale Building until such time as the society/Common Organization of the Allottee/s is formed and takes charge of the property. Provided that thereafter the Allottee/s along-with the other members of the said Society/Common Organization of flat Allottee/s shall be entitled to enter into Maintenance and Service Agreement, with the Promoter and/or the said Agency appointed by the Promoter at their own cost and risk.

(o) It is in the interest of the Allottee/s to help the Maintenance Agency in effectively keeping the Premises and the said building secured in all ways. The Allottee/s hereby agrees and accepts that for security reasons, the Maintenance Agency shall be at liberty to enforce a framework of guidelines to be followed and observed by the occupants/ visitors to the same building (such framework of guidelines shall be approved by the promoters before the formation of the society/condominium/limited company/association of persons/ any other body of individuals and after the formation of such common organization it shall be the responsibility of the Allotee/s to approve and co-ordinate with the maintenance agency for such framework of guidelines). However, it has been made clear to the Allottee/s that the entire internal security of the premises shall be sole responsibility of the owner/Allottee/s/occupant and the Promoter or the Maintenance Agency shall not be responsible for any theft, loss or damage suffered by the owner/Allottee/s/occupant due to any security lapse within and in respect of the Premises hereby agreed to be purchased by the Allottee/s.

(p) The provisions of this clause shall always be of the essence of this Agreement and shall be covenant running with the land.

42. The Allottee/s hereby agree/s that in the event if any amount by way of premium or security deposit as fire cess is paid to the MCGM or to the State Government or any other tax or repayment of a similar nature becoming payable by the Promoter, the same shall be reimbursed by the Allottee/s to the Promoter in proportion of the said Premises agreed to be acquired by the Allottee/s and in determining such amount, the decision of the Promoter shall be conclusive and binding upon the Allottee/s.

43. If at any time, any development and/or betterment charges or other levy are or is charged, levied or sought to be recovered by the MCGM, Government and/or any other Public Authority in respect of the said Property and/or the said

building standing thereon, the same relating to the period after the Allottee/s is put in possession of the said Premises shall be borne and paid by the Allottee/s in proportion to the saleable area occupied by it.

44. The Allottee/s agree/s and undertake/s that all charges, consideration, stamp duty, registration charges, transfer fee, premium or any other charges of any nature whatsoever payable to Government of Maharashtra or MCGM or Metropolitan Commissioner or any other authority for execution of lease of the said free sale plot in favour of the said Common Organization and/or for execution of this Agreement is the responsibility of the Allottee/s. The expenses, charges, fees etc. for obtaining lease deed from Govt. Of Maharashtra/ MCGM/Concerned authority in respect of the said Property in favour of the Common Organization to be formed for the Building including stamp duty and registration charges in respect thereof shall be borne and shared by the occupants of the Building.

45. The Allottee/s has/have taken inspection of all relevant documents and has/have satisfied themselves fully in respect of the Promoters' title to the develop the Property prior to the execution of this Agreement and the Allottee/s do and each of them doth hereby accepts the same and agree not to raise any requisition or objection/s or dispute relating thereto at any stage.

46. The Promoters shall pay all outgoings (Municipal and Collector's Bills) and all other amounts such as betterment charges, contributions etc., payable to any local or public authority in respect of the said property under any statute or law, previous to the date hereof, and if necessary and/or the promoter decides the same shall be apportioned between the Promoters for the unsold areas and the Allottee/s of such allotted flats/units.

47. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Allottee as Follows:-

i. The Promoter has clear and marketable title with respect to the project land as developer; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the project;

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

iii. There are no encumbrances upon the project land or the project except those disclosed in the title report;

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

v. 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/s created herein, may prejudicially be affected;

vi. The Promoter has not entered into any agreement for sale and/or Development Agreement or any other agreement/ arrangement with any person or party with respect to the project land, including the project and the said Flat which will, in any manner, affect the rights of Allottee/s under this Agreement;

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

viii. At the time of execution of the Lease deed of the structure to the association of Allottee/s the Promoter shall hand over lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Allottee/s;

ix. 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 said project to the competent Authorities till the possession of the said flat is handed over to the Allottee/s and thereafter the same shall be borne and

paid by the Allottee/s and his/her/its/their association as the case may be;

x. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the project except those disclosed in the title report.

48. The Allottee/s for himself/herself/themselves with intention to bring all persons into whosoever hand the said Premises may come, do hereby covenant with the Promoter as follows:

(a) To maintain at the Allottee/s own cost in good tenantable repair and condition from the date of possession of the said Premises is taken and shall not do, or suffer to be done, anything in or to the said Building, staircases or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the said Premises itself or any part thereof;

(b) Not to store in the said Premises and building/wing any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or be likely to damage the staircases, common passages or any other structure of the said Building including entrances of the said Building and in case any damage is caused to the said Building/wing and/or the said Premises on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable to carry out the repair at the Allottee/s cost;

(c) To carry at his/her/their own cost all internal repairs to the said Premises and maintain the said Premises and building/wing in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in the said Premises or to the said Building or the said wing which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be

responsible and liable for the consequence thereof to the concerned local authority and/or public authority;

(d) Not do or suffer to be done anything in the said Premises or to the said Building or the said wing which is in contravention of this Agreement. And in the event of the Allottee/s committing any act in contravention of this Agreement the Allottee/s shall be responsible and liable for the consequence thereof including the liability to carry out the repair at the Allottee/s"s cost;

(e) Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration whatsoever in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the said free sale building and shall keep the portion, sewers, drains pipes in the said Premises and appurtenances thereto in good tenantable repair and condition and shall not chisel or, in any other manner, damage the columns, beam, walls, slabs or RCC Pardis or other structural members in the said Premises without the prior written permission of the Promoter and/or the said Common Organization and in the event so such damage the Allottee/s shall indemnify the Promoter and/or the Common Organization for the same;

(f) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said free sale plot and the said Building or any part thereof or whereby any increase in premium shall become payable in respect of insurance;

(g) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said free sale plot and the said Building;

(h) No equipment's such as dish antennae/solar heaters/solar panels, D.G. Set, air conditioning plants etc. shall be installed on the terrace and/or under the stilts and/or basements of the said building and/or in the compound of the said building by any of the flats/units/premises holders and/or the said organization at any time whatsoever without the permission of the builders. However the Promoter shall, from time to time, and at all times entitled to permit the flat/unit/premises holders of the premises in the said building to install equipments such as dish antennae/solar heaters/solar panels, D.G. set, air conditioning plants etc. on the terrace and/or under the stilts and/or basements of the said building and/or in the compound of the said

building as the Promoter may determine absolutely at its discretion.

(i) The refuge area adjoining to lobby / staircase / premises (hereinafter referred to as "**the Refuge Area**"), shall not be altered and/or enclosed and/or covered and/or changed on any grounds whatsoever, by the Flat Allottee/s / Common Organization. The Refuge area in the said building shall kept in a clean and habitable condition and shall be the part of the common amenities and shall be used by all the Allottee/s in the building. The entry thereof at all times shall be without any restriction and shall always kept open and free of encroachment at all times including the common passage, stair case leading to such Refuge area.

(j) The Allottee/s shall not remove or affix grills / fixtures on the exterior of the said Building or cause any obstruction of any nature whatsoever and the Allottee/s shall forthwith remove such grills, fixtures, obstructions and shall be liable to pay a fine of Rs.50,000/- (Rupees Fifty Thousand Only) to the Promoter.

(k) Pay to the Promoter within 7 (seven) days of demand by the Promoter, his/her/their share of security deposit, charges or expenses etc. demanded by concerned local authority or Government or giving water, electricity or any other service connected to the said Building;

(l) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Unit / Premises by the Allottee/s viz. user for any purposes other than purpose for which the same is allotted;

(m) The Allottee/s shall not sell, mortgage, transfer, assign, let, underlet or sub-let the said Premises or the Allottee/s‟s interest or benefit of this Agreement or part with the possession of the said Premises or any part thereof until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid-up and only if the Allottee/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has intimated in writing to the Promoter;

(n) The Allottee/s shall observe and perform all the rules and regulations which the said Common Organization may adopt at its/their inception and the additions, alterations, or amendments thereof that may be made from time to time for protection and maintenance of the said free sale plot,

the said free sale building, the said Building and the said Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of the Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the said Common Organization regarding the occupation and use of the said Premises in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement;

(o) Till the lease/sub-lease of the said free sale plot and the said Building is executed in favour of the Common Organization, the Promoter and its servants and agents, with or without workmen and others, shall at all reasonable times, be entitled to enter into and upon the said free sale plot, and the said Building or any part thereof.

(p) In the event any development charges or betterment charge, service charge or premium or tax or any other levy becomes payable by the Promoter, the Allottee/s hereby agrees to reimburse the same to the Promoter in proportion to the area of Flat / Units / Premises / Parking space / Garage etc., agreed to be purchased by him/her/them and in determining such amount, the decision of the Promoter shall be conclusive and binding upon the Allottee/s.

(q) The Allottee/s shall insure and keep insured the said Flat / Units / Premises against loss or damage by fire of any other calamities for the full value thereof. And the said common organization shall insure and keep insured all the common areas (save and except the said flat/unit/premises) in the said building and wings against loss or damage by fire of any other calamities for the full value thereof.

(r) The Allottee/s agrees that his/her/their/its interest in the said property and the said building is impartable and he/she/they/it shall not be entitled at any time to demand partition of his/her/their interest in the said property and/or in the said building.

(s) In case MSEB / Reliance / Tata Power / Adani or any competent authority requires/demands construction of sub-station before supplying necessary electricity or domestic load to the proposed building, the cost charges and expenses thereof shall be borne and paid by all the Allottee/s in proportion to the area of their respective Flat / Units / Premises agreed to be acquired by them.

(t) Until the said property together with the said building is leased as aforesaid, the Promoter will control the management of the said building, realisation of outgoings and the disbursements of the payments to be made. The Allottee/s alongwith otherflats/premises/parking space Allottee/s and/or the co-operative society and/or limited company and/or incorporated body will not have any objection to the aforesaid right of the Promoter.

49. Notwithstanding any other provisions of this Agreement the Promoter shall be entitled to, at the Promoter sole and absolute discretion:

(a) to decide from time to time when and what sort of document of transfer should be executed in whose favour.

(b) to have a society and/or limited company and/or condominium and/or any other body or bodies of Allottee/s formed and constituted as contemplated herein.

(c) have an exclusive, unfettered and unimpeachable right to sell, enter into any agreement with any persons as may decided by them from time to time.

(d) have a right to terminate this agreement for sale in the event of happening any one or many of the acts, deeds, things done or caused to be done by the said Allottee/s, if the Allottee/s is not cooperative or unwilling to follow or observe the policy formulated by the said Promoter for the said purpose and/or terms and conditions imposed by them from time to time for the better management of the project or anything done or caused to be done for any unlawful activities, gains or having any relation or connection with the organizations which has been banned by the Government of India or the State Government of Maharashtra as the case may be and/or propagating any message or information or things which may adversely affect the interest of the Promoter and/or persons associated with the Promoter still the final /Lease/Assignment of Lease, as the case may be, lease given by the Promoter to the society and/or limited company as may be formed or incorporated as contemplated herein.

(e) to cause to be and/or sub-leased, leased or transferred the said building and/or buildings together with the said property i.e. land underneath the building and appurtenant land i.e. compulsory open space required under law in favour of such society and/or limited company and/or other associations as the case may be.

(f) to decide and determine how and in what manner the infrastructure including the common utility areas and other recreational facilities to be used by the various flat Allottee/s may be transferred and/or conveyed/assigned/ leased.

(g) to provide for and incorporate covenants, restrictions and obligations with regard to the provision of maintaining the infrastructure and common amenities including garden and roads if any.

50. It is further agreed by the Allottee/s that they shall not at any time either at the time of carrying out the interior works or otherwise make any changes in the facade elements or elements supporting facade, that the window above the ledge should be retained to avoid leakage inside of the said Premises and that the gap between the ledge and structural glazing should not be closed and that there should not be any change in this regard, there should not be any tampering for the existing services like plumbing, electrical, etc. in the service duct areas, there should not be any tampering with any R.C.C. members like columns, beams, slabs, etc., there should not be any tampering with the smoke seal, no work is allowed in the Electrical or Plumbing duct without prior approval/ permissions of the Promoter and/or the Common Organization or of any appropriate authority, required, if any, in case of Waterproofing of the entire floor of the said Premises to be carried out by Allottee/s, the same shall be done prior to starting of any civil finishing work. It is further agreed by the Allottee/s(s) that he/she/they shall submit a set of as-built drawings for all the services in the respective areas of the said Premises and that Plans and details for interior work should be submitted to the Promoter and/or the Common Organization for approval and that the work must be carried out in accordance with the approval/permission of the Promoter and/or the Common Organization. It is further agreed that the Allottee/s(s) shall keep deposited Rs. _____/- (Rupees _____ only) with the Promoter and/or the Common Organization as a deposit which shall be used by the Promoter and/or the Common Organization to rectify damage caused, if any, to the said structure or common property or others‟ property during interior works and that the decision of the Promoter and/or the Common Organization in this respect shall be final and binding on the Allottee/(s).

51. Promoter shall not mortgage or create a charge in respect of the said flat/unit/premises under reference:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the *[Flat/] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has taken or agreed to take such [Flat/plot].

Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, Firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 3 (three) days from the date of receipt by the Allottee/s and Secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 3 (three) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Register for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 8 (eight) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever as per the provisions of this agreement/the booking form terms.

52. For any amount remaining unpaid by the Allottee/s under this Agreement, the Promoter as the case may be shall have first lien and charge on the said Premises agreed to be allotted to the Allottee/s.

53. This Agreement sets forth the entire agreement and understanding between the Promoter and the Allottee/s pertaining to the said flat and supersedes/cancels and/or merges:

(a) All agreements, negotiations, commitments writings between the Allottee/s and the Promoter prior to the date of execution of this Agreement.

(b) All the representation, warranties commitments etc. made by the Promoter to the Allottee in any documents, brochures, hoarding etc. and /or through on any other medium.

54. The Allottee/s agrees that his/her/their/its interest in the said property and the said building is impartable and he/she/they/it shall not be

entitled at any time to demand partition of his/her/their interest in the said property and/or in the said building.

55. 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 Allottee/s of the [Flat], in case of a transfer, as the said obligations go along with the [Flat] for all intents and purposes.

56. The Allottee/s hereby agrees, undertakes and covenants with the Promoter / Promoter/s that neither he/she/they, nor the said Common Organization shall, at any time hereafter, limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by or granted to the Promoter / Promoter/s under this Agreement, or any other deed, document or writing that may be entered into and executed between the parties hereto, or those of the Promoter / Promoter as mentioned herein, and the Allottee/s and the said Common Organization shall be bound and liable to render to the Promoter, all necessary assistance and co-operation, to enable it to exercise and avail of the same.

57. It is expressly agreed that right of the Allottee/s under this Agreement is only restricted to the premises agreed to be sold by the Promoter and agreed to be acquired by the Allottee/s and all the other premises and portion or portions of the said Building and the said Property shall be the sole property of the Promoter. The Promoter shall be entitled to develop and deal with the same the same in whatsoever manner they may deem fit and proper, without any reference, resource, consent or concurrence from the Allottee/s in any manner whatsoever. The Allottee/s do/doth hereby confirms and consents to the irrevocable right of the Promoter, to develop the said Property including the said Building known as "SHRISHTI", on the said Property more particularly described in the Schedule hereunder written, in whatsoever manner the Promoter may deem fit and proper without any further reference or other consent or concurrence in future upon transfer of the said land building to the said ultimate organization the Allottee will become Owner as contemplated under the RERA and/or Companies
Act and/or condominium.

58. The Advocates and Solicitors of the Promoter shall prepare the Deed, of Lease/Assignment and all other documents to be executed in pursuance of these presents as also the Bye-laws and/or the Memorandum and Article of Association in connection with the Cooperative Society or the Limited Company

or the Condominium as the case may be and all costs, charges and expenses including stamp duty, registration charges and other expenses in connection with the preparation and execution of the Lease/Assignment and other documents and the formation or registration or incorporation of the Said Organization shall be borne and paid by all the Allottee/s of the said Premises in the said Property in proportion to the respective area of the respective Premises.

59. The Promoter shall, subject to its right to dispose of the remaining flats/premises, if any, and shall endeavor to cause to be executed the Lease/assignment Deed from the concerned authority of the said property within 12 months from the date the Promoter receives full consideration and other amounts as referred to in this agreement in respect of the flats, premises etc. or within 12 months from the date on which the co-operative society or the company is registered or, the association of the flat Allottee/s or unit holders is duly constituted, and such time required by the concerned authority/authorities for the same whichever is later. In the event the Promoter submits his property to the provisions of the Real Estate (Regulations & Development) Act 2016 by executing and registering the declaration as required under that Act.

60. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Premises or of the said Property and the said Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him/her/them. It is further agreed that all rights of ownership in all open spaces, parking spaces, lobbies, lifts, staircases, common terraces, etc. will remain the property of the Promoters, until the said Property and the said Building is leased to the said Common Organization as hereinabove mentioned, which in any case shall be subject to the rights of the Promoter as agreed to and specified herein and of the other Allottee/s of units and premises as herein stated.

61. The Allottee/s hereby agrees, undertakes and covenants with the Promoter that neither he/she/they, nor the said Common Organization shall, at any time hereafter, limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by or granted to the Promoter under this Agreement, or any other deed, document or writing that may be entered into and executed between the parties hereto, or those of the Promoter as mentioned herein, and the Allottee/s and the said Common Organization shall be bound and

liable to render to the Promoters, all necessary assistance and co-operation, to enable it to exercise and avail of the same.

62. Any delay tolerated or indulgence shown by the parties in enforcing the terms of this Agreement or any forbearance or giving of time to each other shall not be construed as a waiver on their part of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of parties.

63. The Allottee/s shall at his/her/its/their costs charges and a expenses present this Agreement for registration within the time prescribed by the Registration Act, 1908 and the Promoter shall attend the Office of the Sub-Registrar and admit the execution thereof.

64. All letters, notices, circulars, receipts issued by the Promoter as contemplated by and under this Agreement shall be deemed to have been duly served/delivered to the Allottee/s and shall discharge the Promoter completely and effectually of its obligations, if sent to the Allottee/s under Certificate of Posting or registered Post Acknowledgement Due at the following address and notified Email ID (or at any other address as may have been subsequently notified by the Allottee/s as and by way of change of address and if such change is confirmed by the Promoters):

_____
_____
_____
_____
_____
Email ID : _____

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

65. The Promoter shall not be responsible and/or liable for the consequences arising out of the change in law or changes in Municipal and other laws, rules, regulations etc.

66. The Allottee/s agrees and undertakes to accept the change in terms

and conditions that may arise subsequent of this agreement and the same may be incorporated in the agreement to be executed with the other Allottee/s in the said building.

67. This Agreement shall be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016, or any other modifications or re-enactments thereof that may be in force in the State of Maharashtra from time to time or the Maharashtra Flat Ownership Act (Mah Act. No. XV of 1971) whichever may be adopted by the Promoter and the rules made there under.

68. The Allottee/s is aware of the provisions of law wherein G.S.T. has been levied on construction services. The Allottee/s shall be bound and liable to pay such taxes if any. The Allottee/s hereby agrees and undertakes to pay the same if and when becomes payable and as and when demanded by the promoter.

69. The Allottee/s hereby declares that they have gone through the Agreement and all the documents related to the said Premises purchased by him/her/them and has expressly understood the contents, terms and conditions of the same and the Allottee/s after being fully satisfied with the contents has entered into this agreement.

70. The Stamp Duty and Registration charges payable on this Agreement and all the documents to be executed in pursuance to this agreement shall be borne and paid by the Allottee/s alone.

71. The Courts at Mumbai District shall alone have exclusive jurisdiction to try any disputes arising between the parties under this agreement for sale.

72. This Agreement, along with its schedules and Annexure/s, 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.

73. 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 Allottee/s of the Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

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

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

76. 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.

77. 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, and after the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Sub Registrar Office at Goregaon, Andheri or Bandra-Mumbai.

78. 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.

79. That in case there are Joint Allottee/s all communications shall be sent by the Promoter to the Allottee/s whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee/s.

80. 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 Mumbai courts will have the jurisdiction for this Agreement

81. The Permanent Account Numbers of the parties hereto are as under:

	NAME	PERMANENT A/C. NO.
A.	PROMOTER	
B.	ALLOTTEE/S	
	(1)	
	(2)	

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

THE FIRST SCHEDULE ABOVE REFERRED TO :
("The Said Property")

ALL THAT PIECE AND PARCEL OF land and ground situate, lying and being at Plot No. 358/A of Town Planning Scheme VII having C.T.S. No. E-370 at 14th Road, Khar (West), Mumbai – 400 052, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban District and admeasuring about 600 square yards equivalent to 548.40 square meters or thereabouts and duly assessed by the Assessor and Collector of the Assessment and Collection Department of the Mumbai Municipal Corporation.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Details of Flat allotted to the Flat Purchasers)

Flat No. ___ having a carpet area of ___ sq. ft. or thereabouts, on the __ floor of the Sale building to be known as "SHRISHTI" being constructed on the property described in First Schedule hereinabove written.
("**The said Property**")

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

SIGNED, SEALED AND DELIVERED)

By the within-named **"PROMOTER"**)

MR. MAHENDRA VALJI RATHOD)

In the presence of .....)

……)

SIGNED, SEALED AND DELIVERED)

By the within-named: **"ALLOTTEE/S"**)

Mr./Ms./M/s. _____)

Mr./Ms./M/s. _____)

Mr./Ms./M/s. _____)

in the presence of …….....……..)

.....)

RECEIPT

RECEIVED of and from the within named Allottee/s a sum of Rs._____ (Rupees _____ only) as and being the earnest money deposit as mentioned within in the following manner :-

Chq/PO/DD/RTGS No.	**Bank**	**Branch**	**Amount**

We say Received
Rs._____/-

For Mr. Mahendra Valji Rathod

Authorised Signatory

****
Dated this _____ day of _____ 20____
****

BETWEEN

MR. MAHENDRA VALJI RATHOD
…. PROMOTER

AND

Mr./Ms./M/s. _____
Mr./Ms./M/s. _____
Mr./Ms./M/s. _____
… ALLOTTEE/S

AGREEMENT FOR SALE