Allotment of a unit in the building known as "4TH AVENUE SUNTECK CITY" Residential Complex (hereinafter referred to as the "Project") on plot bearing CTS No. 158, 159, 160, 161(part), 162(part) & 165(part), at Goregaon, Mumbai (hereinafter referred to as the "Plot").

Dated: _____

To,

_____

_____

Dear Sir/Madam,

Re: Allotment of Unit No. _____ on _____ floor admeasuring approximately _____ square mtr. carpet area as per Real Estate (Regulation and Development) Act, 2016, ("RERA") (hereinafter referred to as the "said *Unit*") in Tower of Building in the project known as "4th Avenue Sunteck City" ("the said Project") together with _____ (____) Car Parking Space/s in the ground/podium/stilt/open compound/stack of the Building

We refer to your Booking Application dated _____ ("said Application") and are pleased to inform you that we have allotted you the said Unit subject to the following terms and conditions:

(i) All terms & conditions as set out in your said Application, including payment schedule and Annexures, if any, annexed to it shall be deemed to have been reproduced hereunder and binding on you.

(ii) The Sale Consideration payable for the said Unit is Rs._____/- (Rupees _____ only) as set out in the said Application and as per the Schedule of Payment Plan and Other charges annexed hereto.

(iii) We acknowledge the receipt of the Earnest Money. The balance amount of the Sale Consideration shall be paid by you in accordance with the payment schedule as annexed to the said Application, time being the essence of this transaction.

(iv) Please note that this allotment of the said Unit is subject to you executing/signing and delivering to us the duplicate copy of duly signed Allotment Letter within 15 days of the date hereof. If we do not receive the duly signed Allotment Letter from you within the timelines mentioned herein, then it shall be deemed that you have accepted the allotment of the said Unit on the terms and conditions as specified in this Allotment Letter.

(v) Please note that this allotment is further subject to you paying the requisite stamp duty and registration charges and registering the Agreement for Sale within [15] (Fifteen) days from the date of intimation thereof, failing which, this allotment shall be deemed to have been abandoned and pursuant to such abandonment of this Allotment, we at our sole discretion reserve our right to cancel this Allotment Letter. On cancellation of this Allotment Letter either on account of default on your part to register the agreement or default in payments or withdrawal of booking by you or for any reasons whatsoever, we shall be entitled to forfeit and/or recover the following amounts (i) 10% of the sale consideration along with brokerage at actual and taxes paid or (ii) total amount paid, which is lower and (iii) costs and expenses incurred in respect of all such losses and damages suffered due to your promise to comply with the sale of the Unit (as defined herein after), towards ascertained liquidated damage and inconvenience compensation. The balance consideration, if any, shall be refunded only after a new purchaser has been identified for the said Unit. However, you shall not have any right to any profits arising from the sale of the said Unit to the new purchaser.

(vi) Kindly note that the Agreement for Sale to be executed by and between us will contain detailed terms and conditions of the sale of the said Unit in your favor. A draft of Agreement for Sale has been uploaded on RERA website (https://maharera.mahaonline.gov.in) under Registration No. [**P51800023072**] for your reference.

(vii) Upon execution of the Agreement for Sale, it shall supersede the terms and conditions of the Allotment Letter as set out herein.

(viii) All the notices / communication to be served upon the Applicant(s) as contemplated under these presents shall be deemed to have been duly served, if the same is sent by Courier / Registered A.D. / Speed Post / hand to us at your address as aforementioned.

(ix) No sale, transfer, sub-lease, assignment, is permitted unless full consideration is paid to us and received us **PROVIDED HOWEVER** we may, in our sole discretion, permit the transfer or assignment of rights in favour of any other intending transferee, prior to receipt of the entire Consideration, subject however to the payment of charges by you, at the rates as may be decided by us in our sole discretion.

(x) In the case of any dispute or differences or claims arising out of, or in connection with, or relating to this Allotment Letter, or in the interpretation of any provisions of this Allotment Letter, or the breach, termination or invalidity hereof and the respective rights and obligations of the parties (each, a "Dispute"), the Parties shall attempt to resolve such Dispute or claim through mutual discussions and amicable settlement.

(xi) This Allotment letter shall be considered to be valid, binding and accepted by us, only after it is signed by you. In the absence of submission and acceptance of signed copy of this Letter, the Allotment shall not be considered as binding upon us and until then we hold no liability for any payments or any part thereof made by you towards the said Unit.

(xii) You shall confirm hereunder, that you have fully read and understood the above mentioned terms and conditions and agree to abide by the same, and that the terms and conditions given above are of indicative nature with a view to acquaint you with the terms and conditions as shall be comprehensively set out in the Agreement for Sale, which shall supersede the terms and conditions set out in this Letter.

This Allotment Letter is non-transferable and shall should not be construed as letter of Authority to the allottee for the Sale/Transfer of the said Unit to any Third Party.

Yours faithfully,

For Satguru Corporate Services Private Limited

Authorised Signatory

Date_____

Place_____

I/We confirm having read and understood the terms and conditions mentioned aforesaid

i) _____

First Applicant

ii)_____

Second Applicant

iii)_____

Third Applicant

RECEIPT

With reference to the Allotment Letter we acknowledge having received from you a sum of Rs._____ (Rupees _____ _____ Only) vide Cheque/DD/Pay order/RTGS bearing no._____ dated_____ drawn on _____ Bank _____ Branch as Earnest Money towards allotment of a Unit in the "**4th Avenue Sunteck City"**, proposed for development by us. We have taken cognizance of your Application seeking allotment of a unit in the proposed building to be constructed by us.

We have to place on record that as discussed, you have been made aware of the terms and conditions and you being fully aware of the same, you have applied for Allotment of a Unit in our Project **"4th Avenue Sunteck City"** strictly as per the terms and conditions of the Allotment Letter.

For **Satguru Corporate Services Private Limited,**

Authorized Signatory

SCHEDULE

(Description of the said Premises)

Unit No. _____ admeasuring **_____** square mtrs carpet area as per RERA on **___ floor** in **___ Tower** in '**4TH AVENUE SUNTECK CITY** ' together with exclusive right to use open areas attached to the said unit, proportionate share in the common areas, amenities & facilities of the said 4th Avenue, and the right to use **____** car parking spaces in the [basement/ground/ podium/ stilt] levels of the said 4th Avenue, being constructed on plot bearing CTS No. 158, 159, 160, 161(part), 162(part) & 165(part), at Oshiwara District Centre Goregaon (West), Mumbai.

Signature of First Applicant Signature of Second Applicant Signature of Third Applicant

SCHEDULE OF PAYMENT PLAN		
SR.NO.	**PAYMENT STAGE**	**PERCENTAGE (%)**
1.	On Booking	
2.	Within 21 days from the date of booking (after adjusting booking amount)	10.0
3.	On Commencement of Excavation	5.0
4.	On Commencement of Footing	5.0
5.	On Completion of 1st Basement Slab	5.0
6.	On Completion of 2nd Basement Slab	5.0
7.	On Completion of plinth	5.0
8.	On Completion of stilt slab (First Slab)	5.0
9.	On Completion of alternate slab from 2nd to 36th slab, (to be divided in Equal installments)	27.5
10.	On Completion of roof slab	2.5
11.	On Completion of walls, internal plaster, flooring, doors and windows of the said unit	5.0
12.	On Completion of sanitary fittings, staircases, lift wells, lobbies upto floor level of the said Unit	5.0
13.	On Completion of external plumbing and external plaster, elevation, terraces with waterproofing of the building or wing in which the said unit is located	5.0
14.	On Completion of the lifts, water pumps, electrical fittings of the said building	5.0
15.	On Completion of the entrance lobby/s, paving of areas appertain to the said building or wing in which the said unit is located	5.0
16.	On Possession	5.0
	Total	**100%**

	OTHER CHARGES – BEFORE POSSESSION	
SR.NO.	**PARTICULARS**	**AMOUNT (In Rs.)**
1	Club house charges	
2	Development charges	
3	Electric / Water meter charges	
4	Legal charges	
5	Mahanagar Gas connection	
6	Share application charges	
7	Society formation charges	
8	Corpus fund	
9	Municipal taxes and outgoings	
Total		

1- The Corpus Fund is tentative and may be revised at time of possession.

2- The Municipal taxes and outgoings are estimates and may be revised at time of possession.

Signature of First Applicant Signature of Second Applicant Signature of Third Applicant

AGREEMENT FOR SALE

This AGREEMENT FOR SALE ("**Agreement**") is made at Mumbai on this ________ day of _____ 20_____,

BY AND BETWEEN

SATGURU CORPORATE SERVICES PRIVATE LIMITED, **(PAN No.AAPCS2160R)**, a company incorporated under the provisions of Companies Act, 1956, having its registered office at 5th floor, Sunteck Centre, 37-40, Subhash Road, Vile Parle (East), Mumbai – 400 057, represented by its authorized signatory _____ (Aadhar no. _____) and _____ (Aadhar no. _____) authorized vide board resolution dated _____ hereinafter referred to as the "**Promoter**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successor or successors and business nominees and permitted assigns) of the **ONE PART**;

AND

Mr. / Ms. _____,
residing at _____
_____,
hereinafter referred as "**Unit Holder**", (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, legal representatives, administrators and assigns) of the **OTHER PART**; (applicable in case where purchase is by an Individual)

OR

Mr./Ms._____, and
Mr./Ms._____, and
Mr./Ms._____, and
Mr./Ms._____, and
Mr./Ms._____,
all residing at _____
_____, hereinafter collectively referred as "**Unit Holder/s**", (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, executors, legal representatives, administrators and assigns) of the **OTHER PART**; (applicable in case of Joint Purchasers)

OR

Mr._____,
residing at _____
_____,
in his capacity as Karta of _____ Hindu Undivided Family (HUF) hereinafter referred as "**Unit Holder**", (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include the Karta and all coparceners, constituting the HUF from time to time, their respective heirs, legal representatives, executors, administrators and assigns) of the **OTHER PART**; (applicable in case where purchase is on behalf of HUF)

OR

M/s. _____, a registered partnership firm, constituted under the Indian Partnership Act, 1932 and having its principal office of business at _____
_____

hereinafter referred as "**Unit Holder**", (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include the partners of the firm for the time being, their survivor or survivors and the heirs, executors, administrators of the last surviving partner), acting through Mr./Ms. _____, its partner duly authorised under the resolution dated _____ passed by the partners of the firm) of the **OTHER PART**; (applicable in case where purchase is in the name of a Partnership Firm)

OR

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

_____

_____ hereinafter referred as "**Unit Holder**", (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successor or successors in business and permitted assigns) of the **OTHER PART**; (applicable in case where purchase is by public/private limited company)

OR

M/s. _____

a proprietary concern carrying on its business through its proprietor Mr./Ms. _____ and having his office at, _____

_____

hereinafter referred as "**Unit Holder**" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, legal representatives, administrators and assigns) of the **OTHER PART**; (applicable in case where purchase is by a sole proprietary concern)

OR

_____, a

public charitable trust registered with the office of the Charity Commissioner under provisions of the Bombay Public Trusts Act 1950, having office at

_____

_____, acting through its trustee/s Mr./Ms. _____, hereinafter referred as "**Unit Holder**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include all trustees constituting the trust and the heirs,

executors and administrators of the last surviving trustee) of the **OTHER PART;** (applicable in case where purchase is by a public charitable trust)

OR

_____, a private trust/ settlement having office at _____ _____, acting through its trustee/s Mr./Ms. _____, hereinafter referred as "**Unit Holder**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include all trustees constituting the trust and the heirs, executors and administrators of the last surviving trustee) of the **OTHER PART;** (applicable in case where purchase is by a private trust)

OR

_____ LLP, a limited liability partnership formed and registered under provisions of the Limited Liability Partnership Act, 2008 and having its registered office at _____ _____ hereinafter referred as "**Unit Holder**", (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its partners constituting the partnership from time to time and its successor or successors in business and permitted assigns) of the **OTHER PART**; (applicable in case where purchase is by LLP)

The Promoter and the Unit Holder/s are hereinafter collectively referred to as "**Parties**" and individually as "**Party**".

WHEREAS:

A. By diverse deeds and documents the Promoter became seized and possessed of and/or otherwise well and sufficiently entitled to all that piece and parcel of lands and hereditaments admeasuring in the aggregate 64,427.30 sq. mtrs. or thereabouts [excluding plot nos. 1 and 2 and survey no. 105/3(p)] and 62737.58 sq. mtrs. or thereabouts as per PRC's, bearing Survey Nos. 106/1, 106/2, 107/3 (p), 109, 110/3 (p), 110/4, 111/1(p), 111/2, and 112/1(p) corresponding to CTS Nos. 157, 158, 159, 160, 161, 1622, 162/1, 163, 164, 165, 166, 166/1, 170, 170/1, 170/2 and 171 together with structures standing thereon situate, lying and being at Village Goregaon, Taluka Borivali, Mumbai Suburban District (hereinafter referred to as the **"Larger Land"** and more particularly described under **FIRST SCHEDULE** hereunder written. As per the Property Register Cards dated 20th August, 2019, and dated 26th September, 2019, the Promoter is the holder of the

Larger Land and thus seized and possessed of and/or otherwise sufficiently entitled to the Larger Land with right to construct buildings thereon in terms of the built-up area sanctioned.

B. The Larger Land falls within the limits of the Oshiwara District Centre Planning Proposals sanctioned by the Government of Maharashtra with effect from 1 March 1992 vide Government Notification No. UDD. No. TBP-4391/2885/UD-11 dated 16 January 1992 published in the Maharashtra Government Extra Ordinary Gazette dated 28 January 1992. In terms of the Planning Proposals as aforesaid, the Bombay Metropolitan Region Development Authority (now known as Mumbai Metropolitan Region Development Authority and hereinafter referred to as "**MMRDA**") has been appointed as Special Planning Authority to control the development under the Special Development Control Regulations for the area in respect of the Zoning, FSI, and Architectural Control and other aspects of the development are to be controlled and governed under the Development Control and Promotion Regulations, 2034. The Larger Land, thus is under dual control of MMRDA and Municipal Corporation of Greater Mumbai (hereinafter referred to as "**MCGM**"). The present development is an integral part of development plan under MMRDA. In terms thereof the same falls in residential cum shopping zone and the Promoter under the participatory scheme has undertaken this development and as per the terms of the Scheme of the Planning Proposals, the Promoter will transfer and convey the Larger Land to MMRDA and MMRDA will then be seized and possessed of and/or otherwise well and sufficiently entitled to the Larger Land. Upon payment of premium by the Promoter, MMRDA will simultaneously execute a Lease Deed and demise all those pieces and parcels of land being part of the Larger Land (hereinafter referred to as the **"Leased Land**") to the Promoter for the term of 60 years commencing from the date of execution. The Promoter will also be entitled to such benefits of F.S.I. in lieu of the land, as prescribed, which are reserved for road and parking. The Unit Holder/s is / are further aware that the Promoter is entitled to construct and develop the buildings in terms of FSI available under Notification bearing No. CMS/TPB 4313/ 658/ CR-116/ 2014/ UD-11. The Unit Holder/s also agree and acknowledge that the Promoter shall be entitled to benefits of any further additional FSI that shall be available as per any further amendments by Government Authorities in this regard and for such purpose the Unit Holder/s recognizes and acknowledges the legal rights of the Promoter to make additional development in the said Larger Land based on such available FSI and other benefits for which the Unit Holder/s unequivocally and unconditionally consent/s at all times.

C. The development of the Larger Land envisages construction of underground tanks, firefighting tanks, rain harvesting tanks, sewage treatment plants and installation of transformers, access roads and recreation grounds, which will be shared in common for all the buildings constructed under the proposed development and accordingly would be finalized keeping with the plans that would be sanctioned by MMRDA/MCGM from time to time. The Promoter reserve the right in their absolute discretion to amend, alter and modify the Layout Plan from time to time as per their requirements and include also one or more buildings having one or more wings and/or remove from the said layout one or more buildings and also change the location of any of the buildings to be constructed in the proposed development on the Larger Land, which may be ultimately approved and/or amended/varied and sanctioned by MMRDA and other bodies/authorities concerned;

D. Accordingly, the Promoter has submitted a layout plan for development of the Larger Land for construction of residential-cum commercial buildings thereon to MMRDA/MCGM with the set of plans for processing and sanction. MMRDA accorded its sanction to such layout plan on 1st November, 2019, (hereinafter referred to as "**Layout Plan**");

E. In terms of the Layout Plan, a portion of the Larger Land delineated in black colour wash has been reserved as 30.00 meter wide DP Road and another portion on the Larger Land delineated on the plan shown in black colour wash has been reserved as 25.00 meter wide DP Road;

F. Under the scheme of development proposed for the Larger Land, the Promoter has settled and/or continues to settle with the various tenants and occupiers and any other unauthorized occupants within any of the several structures on the Larger Land and thereafter demolish all such structures/tenements and utilize such FSI for the purposes of the current development of the Larger Land and for this purpose will submit to MMRDA/MCGM or any other concerned authority the amended layout plan for sanction from time to time;

G. The Promoter will be developing the Larger Land for the construction and development of residential cum commercial as per the rules and regulations of MMRDA/ MCGM amended and modified from time to time. The Promoter is presently developing and has envisaged construction of residential building/s on a portion of the Larger Land, earmarked as "**4th AVENUE SUNTECK CITY**"

on the Layout Plan, comprised in CTS No. 158, 159, 160, 161 (part), 162 (part) and 165 (part) corresponding to Survey Nos. 111/1 (p) admeasuring about 9011.01 sq. mtrs. (**"the said Property"**) and shown in on the Block Plan hereto annexed and marked **Annexure A** as more particularly described in **SECOND SCHEDULE** hereunder written.

H. The Promoter proposes to construct a Building with cluster of 2 (two) towers – A and B, to be individually known as "**said Tower or said Building**" and collectively known as **"4th AVENUE SUNTECK CITY**" (hereinafter referred to as the "**said 4th Avenue**") on the said Property, each tower consisting of three basements + ground + First part floor & Part podium + Second Part floor & Part amenity level + Third floor to 45 (Forty-five) upper floors, together with the provisions for parking spaces, terraces, and other necessary amenities and facilities thereto subject to the Promoter obtaining requisite, approval/ permission from the competent authorities. While the user of the said 4th Avenue is currently envisaged to be residential, the Promoter may vary such user and utilize the same for retail, commercial, shopping and any other purpose as approved by the competent authorities in this regard.

I. MMRDA has issued Commencement Certificate ("CC") bearing Ref. No. TCP-(P-2)/ODC/CC/3.146/II/1693/2019 dated 22nd November, 2019 permitting the construction / development of the said 4th Avenue, copies whereof are annexed hereto and marked collectively as "**Annexure B".**

J. The Promoter has appointed M/s. Spaceage Consultants, registered with the Council of Architects for planning the proposed development of said Property and has also appointed M/s. Dr. Kelkar Designs and Drawing, as Structural Engineers for preparation of structural designs and drawings of the said 4th Avenue;

K. The Promoter proposes to sell self-contained independent residential units in the said 4th Avenue to intending buyers on 'ownership basis. The Promoter have informed the Unit Holder/s with a proper list of specifications, common areas, fixtures, fittings and amenities, details whereof are set out in the **FOURTH SCHEDULE** hereunder written;

L. M/s. Wadia Ghandy & Co., Advocates and Solicitors, Mumbai have certified the title of the Promoter to the said Property vide Title Report dated 2nd November, 2019 (hereinafter collectively referred to as the "**Certificate of Title**"), a copy whereof is annexed hereto and collectively marked **Annexure "E"**;

M. The development of the said Property proposed by the Promoter has been registered as a 'real estate project' with the Real Estate Regulatory Authority ("**Authority**"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016, read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("**RERA**") and the Regulations. The Authority has duly issued Certificate of Registration No.[**P51800023072**] dated [**22/11/2019**] for the Project, and a copy of the RERA Certificate is annexed and marked as **Annexure "C"** hereto.

N. The Promoter has given inspection of all the documents, permissions, approved plans, block plans for proposed development pertaining to the said 4th Avenue as required under the Acts and the Rules and Regulations thereunder. The Unit Holder/s has/have taken full and complete inspection thereof and has/have satisfied himself/ herself/ itself/ themselves with the contents thereof including the right of the Promoter for continued development of the Larger Land by constructing buildings and selling the flats/units therein in the manner as determined by the Promoter. The Unit Holder has/have, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Unit Holder has agreed and consented to the development of the said Property, in the manner mentioned in the RERA Certificate. The Unit Holder has also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and Regulations and has understood the documents and information in all respects**.** The Unit Holder/s demanded from the Promoter and the Promoter has given the inspection to the Unit Holder of all the documents of title relating to the said Property, the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the RERA. The Unit Holder/s has also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and has understood the documents and information in all respect**.**

O. Upon satisfaction with regard to the title of the said Property and after perusal of various permissions, sanctions, consents and approvals etc., the Unit Holder has/have agreed to purchase, and the Promoter has agreed to sell to the Unit Holder/s, Unit No. _____ admeasuring _____ square mtrs. carpet area as

per RERA on the _____ floor, in the ___ [A/B] Tower of the said 4th Avenue (hereinafter referred to as the "**said Unit**" delineated on the Floor Plan thereof and thereon shown surrounded by Black colour boundary line and marked **Annexure D**) at or for the lumpsum consideration of Rs._____/- (Rupees_____ _____ Only) payable in a manner as hereinafter appearing;

P. In addition to the said Unit agreed to be sold to the Unit Holders/s, the Promoter has also agreed to permit the Unit Holder/s to use ____ (_____) car parking spaces in the basement/ground/podium/stilt levels/stack parking of the said 4th Avenue (hereinafter referred to as the "**Car Parks")** together with the right to use and enjoy proportionate share in common areas and facilities of the said 4th Avenue**;**

(The said Unit together with the proportionate share in common areas and facilities with the right to use the Car Parks are hereinafter collectively referred to as the "**said Premises**" and more particularly described in the **THIRD SCHEDULE** hereunder written).

Q. For the purpose of this Agreement as per the provisions of RERA, the definition of "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment. Explanation - For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the Unit Holder; and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the Unit Holder and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the Unit Holder. The expression "walls" would mean walls made of Reinforced Cement Concrete (RCC) or plain concrete or Shear wall(s) or walls made from bricks or blocks or precast materials or drywalls or walls made of any material or composition of one or more of any of the materials and shall include column(s) within or adjoining or attached to the wall. All walls which are constructed or provided on the external face of an apartment shall be regarded as

"external wall" and all walls or independent columns constructed or provided within an apartment shall be regarded as "internal partition wall".

R. Prior to the execution of these presents the Purchaser/s has / have paid to the Promoter a sum of Rs._____/- (Rupees _____ _____ Only) being part payment of the consideration of the said unit agreed to be sold by the Promoter to the Unit Holder/s as advance payment (the payment and receipt whereof the Promoter doth hereby admit and acknowledge at the foot of these presents) and the Unit Holder/s has / have agreed to pay to the Promoter balance consideration in the manner hereinafter appearing in Annexure G annexed hereto and other charges as mentioned in clause 10 hereinafter.

S. Relying upon the application, declaration and representations, the Promoter have agreed to sell to the Unit Holder and the Unit Holder has/have agreed to purchase the said Unit at the price and on the terms and conditions hereinafter appearing.

T. The Unit Holder/s further agree/s and confirm/s, that the Promoter shall be entitled to raise further finance/ loan from any financial institution/ bank by way of mortgage/ charge/ securitization of the receivables of the said Unit, if any, accruing or likely to accrue therefrom and the said Property, excluding the said Unit.

U. This Agreement is entered into between the Promoter and the Unit Holder/s under the provisions of the Acts, following prescribed Annexures are annexed hereto, which are respectively marked as shown against each –

i. Block Plan for the said 4th Avenue is annexed hereto and marked Annexure A;
ii. Commencement Certificates issued by MMRDA is annexed hereto and marked Annexure B ;
iii. Copy of RERA certificate is annexed hereto and marked Annexure C;
iv. Floor Plan for the said Unit is annexed hereto and marked Annexure D;
v. Certificates of Title is annexed hereto and marked Annexure E ;
vi. Property Card in respect of the 4th Avenue forming part of the Larger Land is annexed hereto and marked Annexure F (Colly); and
vii. Schedule for the payment of the sale consideration of the said Unit by the Unit Holder is annexed hereto and marked Annexure G.

V. The Parties hereto are desirous to record the terms and conditions mutually agreed as hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The foregoing recitals shall be treated as forming an integral part of the operative portion of this Agreement for Sale and this Agreement for sale shall be read, understood and construed accordingly.

2. The Promoter has informed the Unit Holder/s and the Unit Holder/s is/are aware that the Promoter is constructing the said 4th Avenue on a portion of the Larger Land delineated on Layout Plan and identified as '4th Avenue' using the FSI available to the Promoter present and future and/or such other additional FSI that may be available to the Promoter as is granted/permitted by the concerned authorities from time to time, it being clearly agreed and understood by the Unit Holder/s, that any benefit available by way of increase in FSI, or global FSI on the Larger Land or otherwise, shall only be for the use and utilization of the Promoter, and the Unit Holder/s shall have no right and/or claim in respect thereof, whether during construction or after construction having been completed. The construction shall be carried out in accordance with the rules and regulations as may be applicable and in accordance with the said Layout, plans, designs and specifications sanctioned by MMRDA/MCGM and/or other concerned authorities and which has been inspected by the Unit Holder/s.

3. The Promoter shall be entitled to make variations, alterations and modifications to the Layout Plan, designs and specifications from time to time and construct such additional floors and/or buildings as per such revised plans, as approved by MMRDA/MCGM and/or other concerned authorities. The Promoter shall be entitled to develop the retail/commercial/residential structure in the said Larger land by demolishing the existing structures if permitted by the concern authorities. The Promoter may in its sole discretion sub-divide the said Larger Land, and/or amalgamate the same, with any contiguous, adjoining or adjacent lands and properties as may be desired and may acquire further parcels of land adjacent to the Larger Land and include the same as a part of the proposed development by amending the layout from time to time and utilize the FSI/ development potential available from such additional parcels of land for the construction/development of the several buildings proposed on the Larger Land as a part of the development programme. Further, the Promoter shall have the right to effect such

alterations to the said 4th Avenue or block of buildings in the Layout Plan, if and when found necessary, which alterations may involve all or any of the following changes, namely, change in the number of the units to be constructed or dimensions or height, elevation or contractors of the building or such other changes or variations due to any condition that may be imposed by planning authorities, as it may be necessary without intimating the Unit Purchaser/s in respect thereof. The Unit Holder/s hereby, expressly and unconditionally consent/s to all of the above changes/amendments / variations that may be effected by the Promoter in the course of the development of the Larger Land including the said 4th Avenue and such consent of the Unit Holder/s is deemed to be his/her/their/its consent in writing, under Section 14(2)(i) of the RERA. The Promoter shall not be required to seek any further consent of the Unit Holder/s for the same, in any manner whatsoever. To implement any or all of the above changes, the Unit Purchaser/s undertake(s) to execute supplementary agreement(s) or such other writings, if necessary, as may be required by the Promoter. The Unit Holder/s also undertake/s not to raise any objections in this behalf at any time whatsoever. **PROVIDED** that the Promoter agrees to obtain separate consent of the Unit Holder/s in respect of such variation, alteration or modification, if the same may adversely affect the said Unit.

4. The Promoter has informed the Unit Holder/s and the Unit Holder/s is/are aware that in addition to units to be constructed in the said 4th Avenue, the Promoter will be entitled, if required by law or in terms of this Agreement, to construct structures ancillary to the said 4th Avenue such as pump rooms, meter rooms, underground tanks, sewerage treatment plant, watchman room, temporary transit camp for tenants, labour camps, substation for power supply company etc. on any portion of the Larger Land or such other structures or provisions on the said property or Larger land which shall be part of the entire development. In addition to the said ancillary structures, the service lines common to the said 4th Avenue and other buildings/structures being constructed on the Larger Land shall pass through portion of the Larger Land upon which the said 4th Avenue is being constructed and other amenities and facilities which are common for the use of the said 4th Avenue and other buildings being constructed on the Larger Land may be provided on the portion of the Larger Land over which the said 4th Avenue is being constructed and for which the Promoter will not be required to take any further consent of the Unit Holder/s under this Agreement.

5. (a) The Unit Holder/s hereby agree/s to purchase and the Promoter hereby agrees to sell to the Unit Holder/s the Unit No._____ admeasuring _____ square mtrs carpet area as per the RERA, on _____ floor in Tower (A/B) _____ in the said 4th Avenue as delineated on the Floor Plan (see Annexure D), at or for the lump sum consideration of Rs._____ (Rupees _____ _____ _____ Only) (hereinafter referred to as the "**Sale Consideration**") which shall be payable by the unit holder/s to the Promoter in the manner provided in **Annexure "G"** annexed hereto and which is exclusive of payment of GST and/or any other taxes as are levied or which may be levied hereafter either by Central Government and/or State Government and/or any Public Authority, and the right to use ____ (_____) car parking spaces in the basement/ground/podium/stilt level/stack parking of said 4th Avenue and proportionate shares in the common areas and facilities of the said 4th Avenue on what is known as "ownership basis" under the provisions of the Acts made hereunder. The Unit Holder/s hereby agree/s and consent/s that the Consideration is fixed on lump sum basis and may be increased or decreased based on the actual carpet area made available to the Unit Holder/s. The car park location will be earmarked and allotment shall be done at the time of possession.

The Unit Holder/s shall have no right of any nature in respect of any other than the car park space that what would be allotted, to the Unit Holder/s, at the time of /after possession.

The Unit Holder/s is /are aware that the Promoter shall develop and maintain the open space (Recreational Grounds) for the common use of all the flat purchaser/ Unit holder/s of the said 4th Avenue. The Unit Holder/s are further aware that all the pathways/ walkways as shown in the layout plan shall be used by all the flat purchaser/s /Unit holder/s of the buildings/towers under the said 4th Avenue.

(c) The specifications to be provided by the Promoter in the said 4th Avenue and pertaining to the said Property are specified in the **FOURTH SCHEDULE** hereunder written. The Unit Holder/s is/are satisfied about the specifications agreed to be provided by the Promoter and undertakes that the Unit Holder/s shall not raise any objection in respect thereof hereafter.

6. It is clarified that all the consideration (other than GST or any other taxes etc.) to be paid by the Unit Holder, by whatsoever name called, shall be deposited in a separate Account as may be intimated by the Promoter.

7. For this purpose, the Promoter may raise appropriate demand notices for payment upon the Unit Holder, specifying the amount out of each installment of the consideration to be paid into the Account mentioned in Clause 6 above. The Unit Holder shall pay the same within 15 days of the date of such a demand notice. Further, the Promoter is not obliged to give any notice requiring such payment and the failure thereof, shall not be a plea, or an excuse for non-payment of any amount or amounts on their respective due dates. Delay in payment shall be considered as default and the Promoter shall at its discretion levy interest thereon and take other steps as shall be necessary.

8. In case of any financing arrangement entered by the Unit Holder with any financial institution/Banks etc. with respect to purchase of the said unit, the Unit Holder undertakes to and shall ensure that such financial institution/bank does disburse/pay all such consideration amounts due and payable to the Promoter through an account payee cheque/demand draft favouring the Promoter or as may be intimated by the Promoter.

9. The Unit Holder/s agree/s and confirm/s that the certificate of the Promoter shall be conclusive proof that the plinth or the casting of the respective slabs or other respective stages for payment of installments stated herein below are completed as mentioned in the letter of intimation from the Promoter to the Unit Holder/s, and the Unit Holder/s shall make payments of the respective installments within 15 (fifteen) days from date of receipt of letter of intimation from the Promoter, time being of the essence to such agreement. The Unit Holder/s shall not be entitled to raise any objections with regard to the completion of the plinth or respective slabs or completion of respective stages or the certificate of the Promoter. The Unit Holder/s shall make the payment within a period of 15 days, and in case of failure to do so, the Unit Holder /s agrees and undertakes to pay to the Promoter interest at the State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum compounded on monthly basis or such other rate as may be prescribed under the applicable laws, on all the amounts outstanding under the terms of this Agreement. Provided that, payment of interest shall not save the termination of this agreement by the Promoter on account of any default/ breach committed by the Unit Holder /s in payment of any outstanding amount and/or on

account of any default/breach committed by the Unit Holder /s of any of the terms and conditions herein contained. It is specifically agreed that the amount received by Promoter will be first appropriated towards default amount interest payable to the Promoter.

10. The Unit Holder/s shall, before taking actual possession of the said Premises but within 15 (fifteen) days of intimation being received from the Promoter, in addition to the Consideration, pay to the Promoter the following amounts –

(i) Rs. _____/- (Rupees _____ Only) towards payment of legal charges;

(ii) Rs._____/- (Rupees _____ Only) to be paid to the concerned authorities/private companies towards Mahanagar gas connection charges etc.;

(iii) Rs._____/- (Rupees _____ Only) to be paid to the concerned authorities/private companies towards water meter, electricity meter charges;

(iv) Rs._____ /- (Rupees _____ _____ Only) towards Development charges;

(v) Rs._____ /- (Rupees _____ _____ Only) Municipal Property taxes and outgoings

(vi) Rs._____/- (Rupees _____ _____ Only) towards corpus fund to be deposited with the Promoter / service provider, as the case may be, as directed by the Promoter, for the purpose of management and maintenance of the said 4th Avenue and its vicinity areas;

(vii) Rs._____/- (Rupees _____ Only) towards club-house charges.

thus aggregating to Rs. _____ /- (Rupees _____ _____ _____only)

11. Any GST or other taxes whatsoever which are levied or become leviable under the provisions of the applicable law in respect of the Sale Consideration, amounts/deposits mentioned in Annexure G and Clause 10 or any other amounts/charges payable to the Promoter by the Unit Holder/s in terms of this Agreement, shall be borne and paid by the Unit Holder/s within 15 (fifteen) days of intimation from the Promoter including increase, if any and the Unit Holder/s shall indemnify and keep indemnified the Promoter from and against the same.

12. The deposits/amounts towards the respective heads as mentioned in Clause 10 above are as per the present estimate, and is subject to modification by the Promoter at its sole discretion. Such deposits/amounts shall not carry any interest. The un-utilized amounts as mentioned in Clause 10 (v) and (vi) above will be transferred to the Association of Unit Holders to be promoted/ registered by the Promoter. The Unit Holder/s agree/s to pay any deficit/increase due to rise in costs etc., in respect of the amounts/deposits mentioned in Clause 10 above to the Promoter, within 10 (ten) days of demand made in respect thereof. Save and except for amounts mentioned in Clause 10 (v) and (vi) above, the Promoter shall not be liable to render any account of amounts to the Unit Holder/s and/or the Association of Unit Holders to be promoted/ registered by the Promoter.

13. The total consideration mentioned in Annexure G and the deposits/charges stated herein in clause 10 hereto are as per the current estimated cost for construction of the said Unit. The total consideration as mentioned in **Annexure** G and the deposit/ charges herein in clause 10 to be paid by the Unit Holder/s has been calculated inter alia based on all the authorities, permissions sought and on the basis that the Unit Holder/s have granted their irrevocable and binding consent to make any such variations, alterations, amendments as may be permissible under the provisions of law. In the event that the Unit Holder/s withdraw their consent or in the event the validity of the same is challenged, then the amount of consideration under "**Annexure G** shall automatically stand enhanced to include any direct and/or indirect loss, damage, claim, expenditure suffered by the Promoter due to such consent not being granted to the Promoter.

14. The consideration shall be escalated/increased 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 Promoters shall accordingly raise a demand on the Purchaser/s for increase in the development charges, costs or levies imposed by the competent authorities, etc., which shall be applicable only to subsequent payments. The Unit Holder/s shall be liable to bear and pay the proportionate share of outgoings in respect of portion of the Larger Land over which the said 4th Avenue is being constructed including but not limited to local taxes, property taxes, rates, duties, assessments, premiums, impositions, betterment charges or other levies imposed by MMRDA/MCGM and/or concerned authorities, and also all outgoings with respect to water charges, insurance, common electricity bills, sinking fund, repair and maintenance of common staircase, lifts, sanitation, firefighting equipments, close circuit TV, salaries of clerks, bill collectors, watch and ward, security, sweepers and other personnel and all other expenses necessary and incidental to the management and maintenance of the said 4th Avenue and also the common services, internal roads, lights and other conveniences and utilities including all increases, if any due to inflations or increase in costs and expenses, as will be available in common for the buildings to be constructed on the Larger Land, within 15 (fifteen) days of intimation from the Promoter that the said Premises are ready for possession, but prior to taking actual possession thereof. The decision of the Promoter with regard to payment of any of the amounts mentioned herein, and the share and contribution payable by the Unit Holder/s, shall be final and binding on the Unit Holder/s who shall not, under any circumstances, raise any objection with regard to the same.

15. The Unit Holder/s further agree/s that till the proportionate share of outgoings required to be paid as stated hereinabove by the Unit Holder/s is determined, the Unit Holder/s shall pay to the Promoter / Association of Unit Holders provisional monthly contribution as may be determined by the Promoter towards the said outgoings. The amounts so paid by the Unit Holder/s to the Promoter shall not carry any interest and shall remain deposited with the Promoter till the formation of the Association of Unit Holders.

16. The Unit Holder/s agree/s that if due to any notifications, ordinances, enactments, or amendments in the existing laws, any additional taxes, levies, GST etc, or any other amounts pertaining or relating to the sale of the said Unit is levied and/or payable, the same shall be paid by the Unit Holder/s on demand made by the Promoter within 10 (ten) days**,** and the Unit Holder/s shall indemnify and keep indemnified the Promoter from and against the same. The payment of all such taxes, levies or government charges shall be paid by the Unit Holder/s separately.

17. Without prejudice to other rights of the Promoter hereunder or in law otherwise, the Unit Holder/s agree/s to pay to the Promoter, interest at the rate of interest at the State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum compounded on monthly basis or such other rate as may be prescribed under the applicable laws on all the amounts which become due and payable by the Unit Holder/s to the Promoter under the terms of this Agreement, from the dates of the said amounts becoming due and payable by the Unit Holder/s to the Promoter till full realization thereof. However such delay in payment shall not exceed beyond a period of **60 (sixty) days** from the due dates thereof.

18. (a) If the Unit Holder/s fail/s to pay any installment of the Consideration as stated in Annexure G or amounts/deposits under Clause 10 above or any other amounts/charges payable to the Promoter in terms of this Agreement within a period of 60 (sixty) days from the date on which such amounts became due/payable, the Promoter, without prejudice to its other rights and remedies, shall be entitled to terminate this Agreement forthwith by addressing a written notice to the Unit Holder/s. The Promoter will be entitled upon such termination of this Agreement to sell and/or dispose of the said Premises (or any part thereof) in favour of any third party or person as the Promoter may deem fit at such price and on such terms as the Promoter may deem fit and the Unit Holder/s agree and confirm that he/she/it/they will have no right to question or object to or obstruct or interfere with such sale/disposal of the said Premises (or any part thereof) or the price for which the said Premises (or part thereof) are sold.

(b) On termination of this Agreement by the Promoter in accordance with Clause 18 (a) above, the Promoter shall be entitled to forfeit 10% (ten percent) of the Sale consideration (hereinafter referred to as "**forfeiture amount**") together with the amount of interest payable by the Unit Holder/s in terms of this Agreement from the dates of default in payment of dues as herein set out till the date of such termination and the balance amount (if any) shall be refunded to the Unit Holder/s without any interest, compensation, or claim for any damage or costs, charges, taxes and expenses whatsoever. However, it is clarified that such refund shall be made by the Promoter to the Unit Holder/s only after the Promoter is able to transfer the said Premises to any other third party or person(s). Further, in the event of the consideration agreed to be received on such resale of the said Premises (whether the said Premises are sold as a whole or in parts) is less than the Consideration, the Promoter shall have the right to recover the differential amount from the Unit Holder/s, or adjust the same against the amounts refundable to the Unit Holder/s as above. The Parties agree and confirm that the forfeiture amount, interest (as agreed) payable on delayed payments and any differential

amount (estimated after resale of the said Premises) recovered and/or adjusted from the amounts refundable to the Unit Holders in this Clause shall be construed as pre-estimated ascertained liquidated damages and Unit Holder/s shall not at any time hereafter raise objections or dispute the same.

(c) However, in the event of the consideration agreed to be received by the Promoter on resale of the said Premises (in the manner mentioned in Clause 18 (b) above) is more than the Consideration, the Unit Holder/s shall not be entitled to stake any claim in respect of such excess consideration received by the Promoter upon such resale of the said Premises and the same shall belong to and be appropriated solely by the Promoter.

(d) Upon termination of this Agreement in the circumstances mentioned in Clause 18 (a) above or Clause 60 below, the Parties shall execute and register a Deed of Cancellation to record the cancellation of this Agreement within 2 days of its termination. The Unit Holder/s hereby appoints the Promoter as his/her/its Constituted Attorney and authorizes the Promoter to execute and register such Deed of Cancellation and such other documents and/or writings for and on behalf and in the name of the Unit Holder/s without recourse to the Unit Holders, in the event that the parties are unable to execute and register the Deed of Cancellation within 2 days of its termination.

19. The Unit Holder/s hereby understand/s and agree/s that, save and except for the intimation from the Promoter as provided under Clause 7 above, it shall not be obligatory on the part of the Promoter to send reminders regarding the payments to be made by the Unit Holder/s as per the payment schedule mentioned in Annexure G herein below, and the Unit Holder/s shall make all payment/s to the Promoter on or before the due dates, time being the essence of this Agreement.

20. The Promoter shall be at liberty and be entitled to amend the lay-out plan of the said Property, the building plans, other approvals for, in accordance with prevailing provisions of law, including but not limited to:

(i) acquisition of additional plots/ property/ adjoining property and inclusion of such plots of land in the lay out plan of the said Property; and
(ii) amalgamation of the said Property with any adjoining plots of land;
(iii) The Unit Holder r/s and/ or the association of Unit Holders or any other body formed by the purchasers/ of the said Property shall not have any objections to the aforesaid and the Unit Holder/s hereby grants his/ her/

their irrevocable consent and no objection to the Promoter to carry out the necessary acts, deeds, matters and things.

(i) The Unit Holder/s hereby grants his/ her/ their irrevocable authority and consent to the Promoter that the Promoter shall have the sole and absolute right and authority and shall be entitled to deal with, sell or otherwise dispose off any part or portion of the tower/building(s), including the terraces, basement, open spaces, podium, garden area and to permit the same to be utilised for any permissible purpose and shall be entitled to obtain permissible change of user thereof at the discretion of the Promoter.

21. If the FSI, by whatever name or form is increased (a) in respect of the said Property and/ or additional construction (i.e. more than what is envisaged at present) is possible on the said Property (b) on account of TDR (or in any other manner is made available for being utilised or otherwise and/or if the sanctioning authorities permit the construction of additional floors/ towers, then in such event, the Promoter shall be entitled to construct such additional floors, tower/s as per the revised building/s plans and deal with the same in the manner the Promoter deems fit and proper.

22. The Unit Holder/s hereby further agrees and covenants with the Promoter to sign and execute all papers and documents in favour of the Promoter or otherwise as may be necessary for the purpose of enabling the Promoter to construct the said tower/s in accordance with the said plans relating thereto or such other plans with such additions and alterations as Promoter may in their sole discretion deem fit and proper and/ or for the purpose of applying for or obtaining the approval or sanction of the MMRDA or any other appropriate authorities in that behalf as well as for the construction of such towers/building in the said Property or Larger Land upon or after the grant of such approval or sanction relating thereto provided the size and location of the said Unit Holder agreed to be purchased by the Unit Holder /s is/ are not in any manner adversely affected. The Unit Holder /s agree/s that the said consent is irrevocable.

Further, the Unit Holder is aware that the Promoter shall be and is developing the Larger Land and shall construct such structures and buildings as they deem fit.

23. The Promoter shall not be required to obtain consent in the following events:

a. Any minor additions or alterations.

b. Any addition or alterations to any common areas, amenities, etc.

c. Any addition or alteration in compliance of any direction or order issued by the competent authority or statutory authority under any law of the State or Central Government.

24. The Unit Holder/s is/are fully aware and has/have satisfied himself/ herself/ themselves/itself and has/have understood and agreed that the Consideration in respect of the said Premises agreed to be purchased by the Unit Holder/s does not include any element of recovery of payments towards land, construction, running and operation of common areas, amenities & facilities or any other conveniences as well as recovery of payment towards maintenance charges of any kind by the Promoter in any manner whatsoever.

25. The Promoter shall hand over possession of the said Premises to the Unit Holder/s, by _____("**Delivery Date**"), **PROVIDED** that –

(i) Unit Holder/s has/have made all payments to the Promoter towards Sale consideration of the respective installments of the Consideration on their due dates;

(ii) Unit Holder/s shall make full payment of all amounts/deposits payable to the Promoter in terms of Annexure G herein below and/or any other amounts /charges payable to the Promoter under this Agreement; and

(iii) Prior to such date, the Unit Holder/s is/are not in breach of any other terms and conditions of this Agreement.

26. However, the Developer shall be entitled to further extension of time for completion of the said Premises as stated in clause no. 25 above, if the completion of Building is delayed affecting the regular development of the project and /or if due to stay or injunction order, notice, order, rule, notification issued by the State/Central Government, Local Body and/or other Competent Authority or Court, Tribunal or Collector or any Quasi-judicial body or authority or due to such mitigating circumstances as may be decided by such Authority.

27. The Parties herein agree and consent that the term mitigating circumstances as mentioned above shall include but not be limited to the non-availability of steel, cement, other building material, water or electric supply; any change in law, notifications and/or regulations levying any onerous condition on the Developer; and /or economic downturn or labour strikes, or if non delivery of possession is as a result of any notice, order, rule, regulation, direction or notification of the Government and/ or any other public or competent authority or statutory authority or Court of Law, Tribunal or High Power Committee or on account of delay in issuance of NOC's Licenses, Occupation Certificate etc. or non-availability of essential amenities, services and facilities such as lifts, electricity and water

connections or sewage or drainage lines or for any other reason technical or otherwise or for any reason beyond control of the Developer including precarious financial condition of the Developer and/or economic downswing in real estate or any other industry. The Unit Holder/s agree/s to ignore reasonable delay in getting possession due to any of the abovementioned reasons and/or for any reason beyond the control of the Developer, as per the provisions of section 19 of the RERA and further agree that in the event of any delay due to such mitigating circumstances, such delay shall not be construed as a breach on the part of the Developer and the Unit Holder/s shall not be entitled to terminate the Agreement and/or ask for the refund of the amount paid by the Unit Holder/s to the Developer.

28. If the Promoter, for any reason other than those stated in Clause 26 hereinabove, is unable to give possession of the said Premises on the expiry of the Delivery Date as specified herein above, the Promoter shall be liable to pay to the Unit Holder/s interest at the State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum or such other rate as may be prescribed under the applicable laws per annum on all the sums already received from the Unit Holder/s in respect of the said Premises, for the delayed period (i.e. beyond the delivery date) till the date of intimation by the Promoter to deliver possession of the said Premises.

29. The Unit Holder/s shall take possession of the said Premises, within 15 (fifteen) days of intimation by the Promoter ("the Date of Possession"). The Unit Holder/s shall, on expiry of the 10 (ten) days, or upon receiving possession of the said Premises (whichever is earlier), be deemed to have accepted the said Premises, in consonance with this Agreement, and shall thereafter, not have or make any claim/s, against the Promoter, with respect to any item of work alleged not to have been carried out or completed. The Unit Holder/s expressly understand/s that from such date, the risk and ownership to the said Premises shall pass and be deemed to have passed to the Unit Holder/s. The Unit Holder/s shall be liable to pay maintenance, outgoings and other charges, taxes from the date of Date of Possession irrespective as to whether Unit Holder/s takes possession of the said Unit or not. In case of non-payment, the Promoter shall be entitled to exercise various rights, available under this Agreement. The Unit Holder/s shall alone be responsible/ liable in respect of any loss or damage that may be caused to the said Unit from the expiry of 10 days from the notice of possession

30. The said 4th Avenue shall be constructed and completed in accordance with the sanctioned plans and specifications mentioned in this Agreement as modified from time to time, and if any structural defect in the said Premises/ said 4th Avenue and/or

defect in material used or damage caused by reason of workmanship in construction is brought to the notice of the Promoter within a period of 5 (Five) years from the date of handing over possession, it shall wherever and/or whenever possible be rectified by the Promoter without further charge to the Unit Holder/s. However, Parties agree and confirm that the decision of the Promoter's architect shall be final in deciding whether there is any actual structural defect to Premises /said 4th Avenue or defective material being used or regarding quality of workmanship of the construction.

31. If after the date on which the Unit Holder/s has/have taken possession of the said Premises, any damage due to wear and tear of whatsoever nature is caused to the said Premises (save and except the defects as mentioned in clause 30 above), the Promoter shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Unit Holder/s and the Unit Holder/s alone shall be liable to rectify and reinstate the same at his/her/its/their own costs.

32. The Unit Holder/s are informed and has/have understood and confirmed that in view of the amendments/variations that may be effected by the Promoter to the construction/development of the said 4th Avenue in manner provided under Clause 3 above, the area of the said Unit may vary at the time of actual delivery of possession in the manner provided under this Agreement. In view thereof, the parties hereto confirm and agree that within 7 (Seven) days of possession having being delivered or deemed to have been delivered to the Unit Holder/s by the Promoter as provided under this Agreement, the Unit Holder or Promoter will cause to have done measurement of the said Unit to be carried out by any architect/surveyor approved by the Promoter and upon such measurement if it is discovered that there is a variation of more than 3 (three) % in the carpet area of the Unit as agreed under this Agreement, then -

(a) if such variation results in an increase of the carpet area of the said Unit, the Unit Holder/s shall pay the Promoter an additional sum calculated on differential area at the rate at which the booking was made; or

(b) if such variation results in reduction of the carpet area of the said Unit, the Promoter shall refund to the Unit Holder/s (without interest) a sum calculated on the differential area at the rate at which the booking was made. The Consideration as defined under this Agreement shall always be construed less such refundable amount. Further, the Promoter shall be entitled to adjust from such refundable amount all dues/charges payable by the Unit Holder/s under this Agreement and

refund only the balance, if any, without any interest, within 60 (Sixty) days from the date of conducting such measurement of the said Unit,.

The Parties agree that upon finalizing the area of the said Unit in the manner provided as aforesaid, the same shall be treated as final and binding between the Parties and no dispute shall thereafter be raised in this regard.

33. Without prejudice to the other rights of the Promoter hereunder, the Promoter shall in respect of any amounts remaining unpaid by the Unit Holder/s, under the terms and conditions of this Agreement, have a first charge/lien to the said Premises, and the Unit Holder/s shall not transfer the same his/her/their/its right, title, interest to the said Premises or benefits under this Agreement to any third party, in any manner, whatsoever, until full payment of all amounts payable by the Unit Holder/s under this Agreement, is made to the Promoter. In any case, for any transfer of rights the NOC of the Promoter shall be required and shall be subject to charges as shall be conveyed by the Promoter.

34. Until assignment/transfer of the said 4th Avenue together with the underlying said property or portion thereof in favour of the Association of Unit Holders as mentioned in Clause 51 hereinbelow, the Promoter, shall be entitled, to develop and/or construct additional storey/s, along with one or more terraces, and/or garden, pent houses with or without open spaces attached thereto, and shall be entitled to sell the exclusive use of same and/or dispose of the same at the discretion of the Promoter. The Unit Holder/s shall not be entitled to raise any objection, whatsoever, with respect to the same. The purchasers of such attached terrace/s, garden, pent houses shall be exclusively entitled to the use of the terrace/s or open spaces allotted to them.

35. As soon as the said building in the 4th Avenue is notified by the Promoter as complete and offered possession of the said Premises to the Unit Holder/s, the Unit Holder/s shall pay to the Promoter all balance installments of the Consideration (if any are pending) and all other amounts/deposits payable under this Agreement within 15 (fifteen) days of receipt of such written notice served, however in any event prior to taking actual possession of the said Premises.

36. The Unit Holder/s shall use the said Premises, and every part thereof, and/or permit the same to be used for the purpose of residence only, and shall use / permit the use of the car parking spaces, if any, allotted to the Unit Holder/s, only for the

purpose of parking car/s of the Unit Holder/s, and not for any other purpose whatsoever.

37. The Promoter has informed the Unit Holder/s that he/she/they/it shall not be entitled to claim any rebate or reduction in the Consideration, nor any other benefit/s from the Promoter, as a result of such development, and/or amendments, alterations, modifications and/or variations that the Promoter shall cause to be carried out, and the Promoter shall be entitled to use the additional area, if any, so granted to the Promoter, from time to time by MMRDA/ MCGM, or such additional FSI available on the Larger Land.

38. The Unit Holder/s agree/s and undertake/s that the terrace of the top floor on the said 4th Avenue, including the parapet wall shall always be the property of the Promoter, and the Promoter shall be entitled to use the parapet wall for any purpose including display of advertisements/sign boards *etc.* and the Unit Holder/s, shall not be entitled to raise any objection/s or ask for any abatement in the price of the said Premises on the ground of inconvenience or any other ground whatsoever**.** Attached terraces to the respective residential premises, shall exclusively belong to the purchasers thereof and the Unit Holder/s shall not object to the same at any time in future.

39. The Unit Holder/s hereby agree/s that he/she/they/it, shall have no claim in respect of the Larger Land or any part thereof, and/or the said 4th Avenue or any part thereof, save and except the said Premises.

40. The Unit Holder/s hereby agree/s and consent/s that he/she/it/they shall not be entitled or have any right to use the amenities and facilities of other Buildings on portion of the Larger Land. The Unit Holder/s further covenant that they shall not cause any nuisance, hindrance or raise objections to the use of these amenities and facilities in other buildings constructed on portion of the Larger Land as a part of the layout by the respective purchasers/occupants of premises therein.

41. In accordance with RERA and the RERA rules and regulations, the Promoter shall submit an application to the competent authorities to form an association to comprise solely of the Unit Holder/s of the said 4th Avenue, which can be in the form of Co-operative Society/Condominium (hereinafter referred to as "said Association") as per the applicable laws. The Promoter shall call upon the Unit Holder/s to pay Rs.600/- (Rupees Six Hundred Only) as the share money and entrance fees for the said association and Rs. 25,000/- (Rupees Twenty Five

Thousand Only) for formation and registration of the said association of unit holder and to sign all such deeds and documents required for the formation and the registration of the association of unit holder, and the Purchaser shall pay the same within 15 days of the date of such a demand notice.

42. On the receipt of the share money and entrance fees for the said Association and the formation and the registration of the said Association, alongwith the documents, the Promoter shall enable the formation of the association/society/ organization of the Unit Holders of the said Building in the said 4th Avenue (the "**said Association**"). The Promoters shall maintain a separate account in respect of sums received by the promoters from the Unit Holder/s as advance or deposit, sums received on account of the share capital for promotion of the organisation towards the outgoings, legal charges and shall utilise the amounts only for the purposes for which they have been received.

43. The Unit Holder/s and the purchaser/s of the other flat/ premises shall join in the formation and registration of the said Association and for this purpose also from time to time sign and execute the application for registration and/or membership and all the necessary applications, documents and other papers and writings for the purpose of formation and registration of the said Association including bye-laws of the Association of Unit Holders and duly fill in, sign and return to the Promoter within 7 (seven) days of the same being forwarded by the Promoter to the Unit Holder/s, so as to enable the Unit Holder to register the said Association under RERA and the rules framed thereunder. If the Unit Holder fails to comply with all requirements for formation of the said Association within the prescribed time limit, then the Promoter shall not be held responsible or liable in manner for such delay in registration of said Association. No objection shall be taken by the Unit Holder/s if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

44. The Unit Holder/s or their nominee or assignee or the said Association hereby specifically and unconditionally agrees and undertakes that all the TDR/ FSI and any other benefits/ advantages present or future arising out of the aforesaid amenities plot/area/ facilities shall solely and exclusively belong to the Promoter and the Owners subject to the terms and conditions of the said Development Agreement and Unit Holder/s or their nominees or assignee hereby waive all such claim etc.

45. The Promoter hereby declares that the FSI (including TDR/FSI and compensatory Fungible FSI) available in respect of the said Property is **55751.55** sq. mtrs. or thereabouts only. The residual F.A.R (FSI) and/or TDR/FSI and/ or compensatory Fungible FSI and/ or any other FSI by whatever nomenclature called in respect of the said Property not consumed will be available to the Promoter till the full and complete development of the said Property. The TDR/ FSI and/ or compensatory Fungible FSI and/ or any other FSI by whatever nomenclature called generated from the said Property will be loaded on the said Property. It is agreed by the parties that the Promoter shall be entitled to purchase/acquire TDR and load the same on the said property for which Unit Holder/s doth hereby accord his/her/their irrevocable consent for the same. It is further agreed and recorded by and between the parties hereto that the Promoter shall be entitled to undertake the construction work on the said property as is convenient to the Promoter and as may be permissible under Development Control Regulations, 1991 and Development Control and Promotion Regulations, 2034 and/ or by the MMRDA/MCGM and/or any amendment/s thereto and/or re-enactment thereof from time to time. The residual F.A.R. (FSI) and/ or TDR / FSI (by whatever nomenclature called) of the said Property not consumed will be available to the Promoter till the full and complete development of the said property which may be acquired by the Promoter hereafter at any time and/or generate TDR/FSI Certificate and either utilize the same for its own purposes or any other property/project of the Promoter and/or its nominees including but not limited to the adjoining projects on the Larger Land and/or sell and dispose off such TDR/FSI Certificate and adjust all benefits and/or sale proceeds etc. emitting therefrom for their own benefit without any reference to the Unit Holder/s and/or being responsible to make over the profits and/or sale proceeds thereof to the Purchaser/s herein. It is agreed by and between the parties hereto that in the event of Promoter acquiring any other adjacent property/properties to the said property; the Promoter shall be entitled to utilize FSI and/ or TDR / FSI (by whatever nomenclature called) of the said Property and/or utilize the FSI and/or TDR/FSI (by whatever nomenclature called) with or without payment of the premium to MMRDA/MCGM and/or any other concerned authority of any adjacent property/properties on the said Property as the Promoter in its sole discretion may deem fit and proper. In addition to the above, the Promoter have further informed to the Unit Holder/s that as per the prevailing rules and regulations of the Development Control and Promotion Regulations, 2034 and/ or Municipal Corporation of Greater Mumbai, the Promoter is additionally entitled to purchase and load TDR on the said Property

for construction purposes and the Promoter shall carry out the construction activities on the said Property as per the discretion of the Promoter.

46. It is agreed and recorded by and between the parties hereto that at any time after the Promoter executes the assignment/transfer in respect of the said Building in favour of the Association of Unit Holders and the said property, in favour of the Federation/apex body of the Association of Unit holder, any additional FSI or TDR becomes available on the said Property and the Association of Unit Holders/ Federation/apex body decides to exploit/utilize such FSI or TDR then the Association of Unit Holders shall appoint the Promoter or any of the Promoter's nominees for the development/construction with respect to such FSI or TDR on the terms and conditions mutually agreed upon by them. The Unit Holders hereby gives his irrevocable consent for the same and agrees not to take any objection for the same.

47. Notwithstanding anything contained under this agreement, in case of any conflict with the details provided in Brochures, Pamphlets, Literature and/ or Plans and in this Agreement, the provisions of this Agreement shall prevail. The Unit Holder/s confirms and consents that the Unit Holder/s have purchased the said Unit solely on the basis of the terms and conditions and representations made in this Agreement and nothing contained in any brochures, pamphlets, literature or any other material shall be binding on either Party and this Agreement supersedes all earlier documents, letters, brochures and/or oral/written representations whatsoever. No additions, deletions, amendments, alterations and/or modifications to/of any of the terms, conditions, stipulations or provisions of this Agreement, shall be valid, binding on or enforceable against either Party, unless the same are recorded in writing and signed by or on behalf of the Parties, as supplemental hereto.

48. (a) The Unit Holder/s agree/s and consent/s, to the appointment by the Promoter of any agency, firm, corporate body, organization, association or any other person (hereinafter referred to as **'Facility Management Company')** to manage, upkeep and maintain the said Building in the said 4th Avenue together with the underlying portion of the Larger Land, sewerage treatment plant, garbage, disposal system and such other facilities, that the Promoter may be required to install, operate and maintain common areas, common amenities & facilities, car parking areas and open spaces. The Facility Management Company shall collect such fee which shall be a minimum of 20% escalation thereto, on the actual expenses to be incurred towards such managements and maintenance activities. The Facility

Management Company shall also be entitled, to collect the outgoings, provisional charges, taxes, levies and other amounts in respect of the said Building in said 4th Avenue including the Unit Holder/s proportionate share of the outgoings as provided under Clauses 14 & 15 above. It is hereby clearly clarified, agreed and understood that the Facility Management Company, shall also be entitled to exercise their rights for collecting the charges and expenses mentioned herein, even after formation of the Association of Unit Holders. The Unit Holder/s hereby grant their consent confirming such agreement / contract / arrangement that the Promoter has or may have to enter into with the Facility Management Company. It is further expressly understood, that the Promoter shall not in any manner be accountable, liable or responsible to any person including the Unit Holder/s and/or Association of Unit Holders for any act, deed, matter or thing committed or omitted to be done by the Facility Management Company and/or such other agency, firm, corporate body, organization, association or any other person/s in the due course of such maintenance, management and control of the said Building in said 4th Avenue and/or common areas and amenities & facilities thereto.

(b) The Unit Holder/s further agree/s and undertake/s to be bound on or before taking possession of the said Premises and from time to time thereafter to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Promoter/Facility Management Company, for the purposes of framing rules for management of the said 4th Avenue and use of the said Premises by the Unit Holder/s for ensuring safety and safeguarding the interest of the Promoter/ Facility Management Company and other purchasers of premises in the said 4th Avenue and the Unit Holder/s also agree/s and confirm/s not to raise any disputes/ claims against the Promoter / Facility Management Company and other purchasers of premises in this regard.

49. The Unit Holder/s agree/s and undertake/s, that without prior written consent from the Promoter, the Unit Holder/s shall not be entitled to sell, transfer, let, sub-let, or give on leave and license, and/or assign / convey and/or part with possession of the said Premises or any part/ portion thereof and/or deal with or dispose of his/her/their/its interest in the said Premises including his/her/their/its right, title and interest and/or benefit under the said Agreement or any part thereof to any person/s, company etc. till all his/her/their/its dues of whatsoever nature under this Agreement, owed to the Promoter, are fully paid and also subject to the Unit Holder/s not being guilty of any breach of or non-compliance of any of the terms and conditions of this Agreement. **PROVIDED HOWEVER**, the Unit Holder/s if desires to transfer the benefits of this Agreement in favour of any other intending transferee

prior to receipt of the entire Consideration, same shall be subject however at discretion of the Promoter and further the payment of fees and administrative costs and any other cost of transfer as may be applicable and payable by the Unit Holder/s and/or such intending transferee to the Promoter at the rates as may be decided by the Promoter in its sole discretion, and thereafter such intending transferee will be bound by the terms and conditions of this Agreement, including obligation to make payment of balance installments of the Consideration and also all other costs, charges, expenses and monies payable under this Agreement. All costs towards payment of stamp duty, registration charges and other incidental costs/charges payable for the execution of such an assignment/transfer agreement shall be borne by the Unit Holder/s and the intending transferee alone and a copy of the duly executed agreement shall be furnished to the Promoter within 15 (fifteen) days from the date of registration of the assignment/transfer agreement. The Unit Holder/s undertake to ensure that the assignee shall abide by the terms and conditions of this Agreement and that such assignee shall be subject to compliance of the terms and conditions of this Agreement.

50. Notwithstanding anything to the contrary contained under Clause 49 above, the Unit Holder/s further agree/s and undertake/s, that the Unit Holder/s shall not sell, assign or transfer their right, title, or interest, in the said Premises or any portion thereof or the benefits under this Agreement till the conveyance/assignment of the said property to the Society/Organisation/Federation/Apex Body formed. However, subject to the Promoter's NOC the Unit Holder/s shall have a right to sale, transfer, and assignment on such terms as conditions as it may deem fit and subject to payment of charges/fees/administrative and any other cost of transfer as may be applicable on rates that the Promoter may determine in this regard.

51. The Conveyance/assignment of the said Building in favour of the said Association as the case may be shall be entered into within three months of obtaining the Building Completion Certificate (BCC) of the said 4th Avenue on the said Property, subject to Promoter selling and disposing of all the flats as constructed on the said Property and shall be subject to the receipt of all the outstanding payments from the respective buyers of the flats in the said Property. Further, such Conveyance/Assignment shall be in accordance either with all the terms and conditions of this Agreement and will contain such terms and conditions as the Promoter's Advocates may in their absolute discretion determine.

Further the Promoter, may within three months of completion of the said 4th Avenue, cause to be transferred to the Federation/Apex body/Association all the right, title and the interest of the Promoter in the said property on which the said 4th

Avenue is constructed, subject to Promoter selling and disposing of all the flats/unit as constructed on the said Property and shall be subject to the receipt of all the outstanding payments from the respective buyers of the flats/units in the said Property, subject to complete utilization and exploitation of the FSI and TDR potential of the said Property by the Promoter.

52. The Deeds of Conveyance/Assignment/ Deeds of Apartment / Declaration (as the case may be) shall contain suitable provisions in respect of the use and maintenance of the common infrastructure / services / facilities / amenities *etc.*, pertaining to the construction/development undertaken on the said property as a whole as are assigned and transferred to the said Association. The Deed of Conveyance/Assignments/ Deeds of Apartments / Declarations and all other documents to be executed and also the bye-laws/Memorandum of Association/Articles of Association/Rules and Regulations in connection with the formation and/or registration of the said Association shall be prepared and approved by the Advocates appointed by the Promoter and the same will contain such covenants and conditions as the said Advocates shall think reasonable and necessary having regard to the development of the said Property and construction of building/s thereon. Any stamp duty, registration charges or other miscellaneous charges incidental to execution of such Conveyances/Assignments/ Deeds of Apartments/Declarations shall be borne solely by the purchasers of premises in the several buildings to be constructed on the said Property (including the Unit Holder/s). The Promoter or its transferees, successors or assigns shall be admitted as member/s of the Association of Unit Holders to the extent of all unsold and/or unallotted premises, areas and spaces in the said 4th Avenue. The bye-laws, Articles of Association/Rules and Regulations of the Association of Unit Holders shall not contain any provision contrary to the provisions herein contained and the Unit Holder/s shall not in any manner raise objection to such admission. It further expressly clarified, agreed and understood that the Unit Holder/s and/or the Association of Unit Holders shall not raise any objection or dispute and/or claim any compensation, if the area permitted to be conveyed or transferred by the authorities is at variance with or is less than the area of the portion of the Larger Land as stated in this Agreement, whether the same is consequent upon the setback line or area, DP reservations, amenity space etc., if any, and reserved portions of the Larger Land being handed over and transferred to MCGM/MMRDA and/or the government or local bodies or authorities, of any other reason whatsoever.

53. A Deed of Conveyance/Assignment to be executed in respect of the said 4th Avenue /said Property in favour of the said Association/Federation/ Apex Body or Declaration to be submitted under the MAO Act/ MOFA and RERA other documents in favour of the Association of Unit Holders shall inter alia contain the following:

a) Such provisions and covenants as may be necessary for giving effect to the restrictions mentioned herein as well as the restrictions which may be imposed by the Promoter for safeguarding its overall interest in the said Property and the said 4th Avenue.

b) Such provisions and covenants as may be necessary for giving effect to Clause no.46 mentioned herein regarding the Promoters' right over the development/construction with respect to any additional FSI and/or TDR that becomes available on the said Property after conveyance/assignment of the said Property by the Promoter in favour of the Association of Unit Holders.

c) A covenant by the Unit Holder/s to indemnify and keep indemnified the Promoter against all actions, costs, proceedings, claims and demands in respect of the due observance and performance of the stipulations and restrictions contained herein and therein.

d) The right of the Promoter to full and complete access of the said Property for the construction of the additional structures as mentioned herein and to sell or otherwise transfer the same and appropriate the entire sale proceeds thereof and the obligation of the Association of Unit Holders to admit such purchaser of the said Unit comprised therein as its member without charging any additional amount.

e) The Promoter shall be entitled to construct site offices/ sales lounge in the said Property and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the said Property or any portion thereof is conveyed/ assigned to the Unit Holder and shall continue until the entire said Property is developed;

f) Even after conveyance/assignment of the said Property the Promoter shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot to person to purchase any apartment or building or plot which is still not sold or allotted and shall be allowed to do so without any restriction or entry of the building and development of common areas;

g) The Promoter shall be permitted access and entry to the tower/building/s and the common areas on the said Property so as to discharge the obligations of the Promoter under Section 14(3) of the RERA ;

54. The Promoter or its assigns and successors shall not be obligated to pay any maintenance fee towards the unsold and/or un-allotted premises, areas and spaces in the said 4th Avenue. It is further clarified that the Promoter shall not be liable to bear or pay any amount by way of contribution, outgoings, deposits, transfer fees, non-occupancy charges, donation, premium or otherwise to the Association of Unit Holders formed in the manner mentioned above in respect of any unsold/un- allotted units or car parking spaces in the said 4th Avenue. The Promoter will be entitled to apply and obtain reduction in and/or refund of municipal and other taxes, cesses, assessments and levies on account of vacancy of unsold/un-allotted premises, if the Promoter becomes liable to pay or has paid the same in respect of such unsold/un-allotted premises in the said 4th Avenue. If refund of any such taxes, cesses, assessments or other levies is made by the corporation or any other government, local or public body or authority to the said Association in respect of such unsold/un-allotted units and car parking spaces in the said 4th Avenue, then the said Association shall forthwith and without making any claim or demand or raising any objection or dispute whatsoever in respect thereof, pay over the same to the Promoter, whether the Promoter has demanded the same or not.

55. The Unit Holder/s hereby agree/s and confirm/s that, even after formation of the said Association as aforesaid or the Deeds of Transfer/Assignment/ Declaration/ Deeds of Apartments (as the case may be) are executed, the Promoter shall have the full right and authority to develop the said Property by use of the entire un-utilised FSI or additional FSI (present and future) and other additional FSI that may be sanctioned by MMRDA/MCGM in respect of the Larger Land or otherwise as stated herein and which shall continue to be under the ownership and control of the Promoter who shall be entitled to utilize it for its benefit alone in the development of the Larger Land and inter alia to put up further construction on the Larger Land or any portions thereof and to deal with and dispose of the same on account of and for the benefit of the Promoter alone without any rebate to the unit Holder/s or Association of Unit Holders. Further, in view of the composite development proposed in respect of the Larger Land, as described in this Agreement, the Unit Holder/s agree/s and confirm/s that even after formation of the Association of Unit Holders, the assignments/transfers in the manner contemplated under Clause 51 above will be undertaken by the Promoter only after the entire additional FSI (present & future) and any other additional FSI that may be sanctioned by MMRDA/MCGM has been fully utilized by the Promoter and the construction and development of all buildings on the Larger Land (including

the said 4th Avenue) together with all ancillary structures, amenities and facilities are completed to the satisfaction of the Promoter.

56. It is also CLEARLY UNDERSTOOD AND AGREED BY AND BETWEEN PARTIES that –

(i) The Promoter reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the said Property and any common Rights of Ways with the authority to grant such rights to the Unit Holder/s and/or users of premises in the said 4th Avenue being constructed on the said Property (present and future) at all times, during all hours of day and night by foot and also by vehicles of all description howsoever propelled and whether laden or unladen and the right of access to the said Property for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms, sewage treatment plant, underground water-tanks, substation of power supply company etc. situated on the said Property and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities necessary for full and proper use and enjoyment of the said Property and if necessary to connect the drains, pipes, cables etc. under, over or along the land appurtenant to each and every building to be constructed in the said 4th Avenue on the said Property (including the said Building) without in any way obstructing or causing nuisance to the ingress and egress of the Unit Holder/s /other occupants of premises in said 4th Avenue constructed on the said Property.

(ii) Necessary provisions for the above shall be made in the Deeds of Transfer/Assignment/Declaration /Deeds of Apartments to be executed as per Clause 52 hereinabove. The Unit Holder/s hereby expressly consent/s to the same.

57. The Unit Holder/s is/are aware that the Larger Land falls within the Oshiwara District Centre Planning Proposals as notified by the Government of Maharashtra, for which MMRDA has been appointed as a Special Planning Authority. In terms of the Scheme of the Planning Proposals, the Promoter will convey the Larger Land to MMRDA by a Deed of Conveyance for a nominal compensation and simultaneously MMRDA will grant lease of the Larger Land as Lessor/Owner to the Promoter for a term of 60 (sixty) years by a Lease Deed (“said Lease”) on

terms and conditions including payment of rent/premium fixed by MMRDA, together with FSI as may be permissible for development of the Larger Land.

58. (a) On payment of the lease Premium by the promoter, the Special Planning Authority/ MMRDA will grant additional FSI on the said Larger Land. The Purchaser/ Unit Holder/s is/are aware that the Promoter shall use the FSI granted by the MMRDA under the said Lease and shall utilize any increased additional FSI which may be granted by any concerned authorities in future by construction and development of building/s or additional floors on the existing constructed buildings (including the said 4th Avenue) as the case may be, in which event the Promoter shall submit revised Layout Plan for such construction and obtain the sanction thereto from MMRDA/MCGM. The Promoter shall have the right to sell such units so constructed to the intending buyers. The Promoter shall assign the lease in favour of the said Association which may be formed or registered as mentioned in Clause 41 above. The Unit Holders of all the units purchased in several buildings on the Larger Land shall be bound by terms and conditions of the said lease granted by MMRDA, including payment of the premium as may be required for the purchase/transfer of the units. The Unit Holder/s hereby irrevocably grant/s his/her/its consent to the above including the consent to the revised Layout Plan to be submitted to MMRDA without there being any necessity of obtaining fresh consent from the Unit Holder/s. It is hereby further agreed that notwithstanding the submission of the land to MMRDA contemplated as above, the rights of the Unit Holder/s under this Agreement shall not adversely be prejudiced but shall be subject to the terms and condition of the said Lease.

(b) The Promoter may, as and when various options and /or scheme/s of utilization of available FSI and/or additional FSI are made available to it, shall have a right to explore the fullest possibilities of such various options/schemes made available by the Government of Maharashtra and/or the Urban Development Department and/or the Central Government and/or MMRDA and/or the Slum Rehabilitation Authority namely SRA scheme U/Clause 3.11 read with Clause no. 3.5 & 3.19(ii) of Appendix IV of Development Control Rules ("DCR") 33 (10) or such other competent authority, as per the prevailing and/or revised/modified regulations or such other applicable regulations from time to time. Provided that there will be no change in the area of Unit transferred to the Unit Holder. The Unit Holder/s undertake/s that he/she/it/they shall not object or claim compensation whatsoever pursuant to such options and/or scheme/s opted by the Promoter.

(c) Notwithstanding anything stated in this Agreement it is agreed by and between the Parties that, the Promoter shall have the right to subscribe or develop the

Larger Land under any other scheme/plan of development such that the area of the Unit transferred to the Unit Holder/s shall not be adversely affected.

59. The Unit Holder/s agree/s and undertake/s, that on receipt of possession, the Unit Holder/s shall carry out interior work with the prior written consent of the Promoter. It will be in the Promoter's sole discretion to grant such consent and to stipulate the terms/conditions of such consent. The Unit Holder/s shall carry out and complete the interior work in the said Unit/s, within 6 (Six) months from the date of receipt of possession of the said Unit/s, by the Unit Holder/s in accordance with the rules and regulations as may be laid down by the Promoter/ Association of Unit Holders, MMRDA/MCGM and/or concerned authorities, and shall not make any changes in the elevation of the said 4th Avenue or any part thereof, and shall not carry out such work which may affect or weaken the structure of the said Building, by the use of heavy material, etc, or otherwise. The Unit Holder/s shall be entitled, to a maximum extension of 3 (three) months for carrying out and completing the interior work in the said Unit/s, failing which, it shall be mandatory on the part of the Unit Holder/s, to obtain written permission from the Promoter, for carrying out and/or completing the interior work in the said Unit/s.

60. Without prejudice to the aforesaid, if the Unit Holder/s make/s any unauthorized change or alteration or causes any unauthorized repairs in or to the said Premises or the said 4th Avenue, the Promoter shall be entitled to call upon the Unit Holder/s to rectify the same at his/her/its/their own cost and to restore the said Unit or the said 4th Avenue to its original condition within 30 (thirty) days from the date of intimation by the Promoter in that behalf. If the Unit Holder/s do/es not rectify the breach within the such period of 30 (thirty) days, the Promoter shall be entitled to terminate this Agreement forthwith in the event of which the consequences of termination as provided under Clause 18 would follow. In the alternative, the Promoter may in its sole discretion decide to carry out necessary rectification /restoration to the said Unit or the said 4th Avenue and all costs/charges and expenses incurred by the Promoter for carrying out such rectification /restoration shall be reimbursed by the Unit Holder/s. If the Unit Holder/s fail/s to reimburse the Promoter any such costs, charges and expenses within 15 (fifteen) days of demand by the Promoter, the same would be deemed to be a charge on the said Premises and the Promoter will be entitled to recover from the Unit Holder/s all such costs, charges and expenses. Also, the Promoter would be entitled to terminate this Agreement on expiry of the 10 (ten) days notice period and thereupon the consequences of termination as provided under Clause 18 would follow. The Unit Holder/s hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Promoter from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may

be made against the Promoter or which the Promoter may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the said Premises or the said 4th Avenue or the said Property.

61. The Unit Holder/s further agree/s and undertake/s to carry out the interior work strictly, in accordance, with the rules and regulations framed by the Promoter / Association of Unit Holders and without causing any disturbance, to other purchasers of premises in the said Building. The Unit Holder/s further agree/s and undertake/s to deposit with the Promoter / Association of Unit Holders (as the case may be), a sum of Rs._____ /- (Rupees _____ _____ Only) to be utilized by the Promoter / Association of Unit Holders, in case of any damage, caused to the said Building, or any part thereof, and the same shall remain deposited, till the entire interior work in the said Unit/s is completed, and shall be refunded without interest to the Unit Holder/s, only in case the amount is not adjusted towards wear and tear and damages so caused, by the Unit Holder/s.

62. All unsold and/or un-allotted residential premises, areas and spaces in the said Building/4th Avenue, including without limitation rights to terraces, parking spaces, storage spaces, and service areas shall always belong to and remain the property of the Promoter. The Promoter shall be at liberty to sell, let, sub-let, assign or otherwise deal with or dispose of in any manner, whatsoever, all unsold and/or un-allotted premises, areas and spaces in the said 4th Avenue including without limitation, terraces, parking spaces, storage spaces and service areas as the Promoter may, in its absolute discretion deem fit.

63. The Unit Holder/s shall at no time demand partition of his/her/their/its interest in the said Unit / said Tower/said 4th Avenue or any part thereof, it being hereby expressly, agreed, understood and confirmed by the Unit Holder/s that his/her/their/its interest in the said Unit / Tower/s/4th Avenue or any part thereof is impartible.

64. The Unit Holder/s shall at his/her/their/its own cost maintain the said Unit in the same condition, state and order in which it is delivered to him/her/them/it and shall abide by all the byelaws, rules and regulations imposed by the Promoter, said Association, MMRDA/MCGM or other concerned authorities, and shall be

responsible for all actions and violations of any of the conditions and covenants contained in this Agreement.

65. Prior to the Promoter, offering possession of the said Premises to the Unit Holder/s, the Unit Holder/s shall bear and pay all charges / deposits, imposed by concerned authorities or any other statutory authorities (including transfer premium payable to MMRDA, if applicable in terms of Clause 58 a) above). Further, the terms and conditions of the said lease to be entered into with MMRDA, shall be binding upon the Unit Holder/s and the Unit Holder/s shall pay all the applicable charges for such transfer / assignment along with all the applicable taxes (by whatever name called), if any, during transfer, assignment of his Unit to Third party upon the written consent of the Promoter.

66. The Promoter has informed the Unit Holder/s and the Unit Holder/s is/are aware and hereby expressly agree/s that the Promoter will be developing the Larger Land as a layout area by constructing residential cum commercial buildings thereon as per the development programme to be determined by the Promoter in its absolute discretion from time to time. The Purchaser shall not raise any objection or cause any hindrance in the said development/construction by the Promoter whether on grounds of noise pollution, inconvenience, annoyance or otherwise or on grounds that light and air and/or ventilation to the said Premises or said 4th Avenue or any part thereof is adversely affected or likely to be affected by such construction.

67. The promoter has absolute and exclusive and full right and authority to amalgamate the said Property with any of its adjacent property.

68. Any delay tolerated or indulgence shown by the Promoter, in enforcing the terms, conditions, covenants, stipulations and/or provisions of this Agreement, or any forbearance, or giving of time, to the Unit Holder/s by the Promoter, shall not be treated / construed / considered, as a waiver or acquiescence on the part of the Promoter of any breach, violation, non-performance or non compliance by the Unit Holder/s of any of the terms, conditions, covenants, stipulations and/or provisions of this Agreement, nor shall the same in any manner prejudice, the rights / remedies of the Promoter.

69. The name and address of the said 4th Avenue shall be known and displayed as "**4TH AVENUE SUNTECK CITY**" and by such other name, in future, as per the sole discretion of the Promoter, subject to the approval as applicable of the

Assistant Registrar of Co-operative Societies, MMRDA/MCGM or any other concerned authorities.

70. The Unit Holder/s with intention to bind himself/herself/themselves/itself and all persons / companies into whomsoever hands, the said Premises come and his/her/their/its successors in title / legal heirs, administrators and assigns, doth hereby, covenant with the Promoter as follows –

(a) To use the said Unit or permit the same to be used only for residential purpose under the rules, regulations and byelaws of the Association of Unit Holders, MMRDA/MCGM and other concerned authorities;

(b) To maintain the said Premises at the Unit Holder/s costs and expenses in good and tenantable repair and condition, from the date of possession of the said Premises being given by the Promoter to the Unit Holder/s, and shall not do or permit to be done anything in the said 4th Avenue and or to the staircases, landings, lobbies, passages, lifts and other common areas, amenities, facilities therein or pertaining thereto which may be against the rules, regulations or byelaws to be framed by the Association of Unit Holders or concerned authorities or change / alter or make additions in the said Premises or any part thereof, to the said 4th Avenue or any part thereof, and in the event of the Unit Holder/s contravening any of the aforesaid provisions, the Unit Holder/s shall be solely responsible for the consequences thereof;

(c) The Unit Holder/s undertakes to install air-conditioner/s only in the space defined/identified by the Promoter, in the said Unit/s, for the same, and shall strictly observe and comply with all the terms and conditions, if any, which may be imposed, by the Promoter, in respect of the same;

(d) The Unit Holder/s undertake/s, not to make any structural alterations or additions of whatsoever nature, in the said Premises and/or change the exterior façade of the said Building, floor lobby, common passage windows, elevation or the colour scheme, fittings, fixtures and other specifications in the common areas in the said Building, or the tiling / layout in / of the compound of the said Building, or make any change in the landscaping, gardens or any part of the said Property on which the said 4th Avenue has been constructed, in any manner, whatsoever, so as to alter the original appearance thereof, as provided by the Promoter, at the time of giving possession;

(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 additions or structural alterations of whatever nature, in or to the said Premises or any part thereof, nor any alteration in the elevation and outside the said Building, and shall keep the said Premises, sewerages, pipes, drains in the said Unit/s and appurtenances thereto, in good and tenable repair order and condition so as to support, shelter and protect other parts of the said Building, and shall not chisel or in any other manner, damage the columns, walls, beams slabs or RCC pardis or the structural member of the said Unit;

(f) Not to store in the said Premises, any goods, objects, materials which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building, in which the said Premises is situated, or the storing of which goods, objects, or materials are prohibited by the Promoter/ Association of Unit Holders /concerned authorities. The Unit Holder/s, shall not carry or cause or permit to be carried heavy packages to upper floors which may damage or is likely to damage the staircases, common passages, entrances or lifts or any other structure or part of the said 4th Avenue in which the said Premises is situated nor damage any fire fighting equipments or create any kind of hindrance whatsoever, by blocking fire exits / escapes etc. and in case if any damage is caused to the said Building/lifts or any part thereof and/or said Premises on account of the Unit Holder/s or his/her/their/its servants, agents, contractors, workmen, employees, visitors or guests, the Unit Holder/s shall be liable and responsible for all the consequences of the same, and the Unit Holder/s shall become liable and responsible to pay for all the damages incurred and/or the loss caused or suffered;

(g) To carry out at the Unit Holder's own cost all repairs to the said Premises which may otherwise endanger the said Building, and in the event of the Unit Holder/s doing or committing any act or deed in contravention of the above provisions, the Unit Holder/s shall be responsible and liable for the consequences thereof, to the Promoter, Association of Unit Holders and /or concerned authorities;

(h) Not to throw dirt, rubbish, garbage, rags or other refuse or permit the same to be thrown from the said Unit into the compound or any portion of the said 4th Avenue or the said Property or any part /portion thereof;

(i) Not cause any nuisance, hindrance, disturbance and annoyance to other purchasers of premises in the said 4th Avenue or other occupants or users of the said Building, or visitors to the said Building, and also occupiers of any adjacent, contiguous or adjoining properties;

(j) Pay to the Promoter, within 10 (ten) days of demand, by the Promoter his/her/their/its share of deposits, if any, demanded by the concerned local authorities or government for giving water, drainage, electricity, telephone, gas or any other service/utility provided to the said Premises or said Building;

(k) To bear and pay proportionate share of 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 authorities in relation to the said Premises and also for any increases thereof on account of change of user by the Unit Holder/s or otherwise;

(l) Not to at any time demand partition of the Unit Holder/s interest in the said Unit;

(m) The Unit Holder/s shall permit the Promoter and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said Premises or any part thereof, to view and examine the state and condition thereof or to repair the same, at the cost of the Unit Holder/s;

(n) That the Unit Holder/s shall observe and comply with all the rules, regulations and bye-laws which the Promoter may specify and those which the Association of Unit Holders may adopt or frame at its/their inception and/or additions alterations or amendments thereto, that may be made from time to time, including those for the protection and maintenance of the said 4th Avenue and the premises therein, and for the observance, performance and compliance of the building rules and regulations and bye-laws for the time being of the concerned authorities. The Unit Holder/s shall also observe, perform and comply with all the stipulations, terms and conditions laid down by the Promoter/ Association of Unit Holders regarding use of all common areas, amenities and facilities in the said 4th Avenue and the Unit Holder/s shall pay and contribute regularly and punctually towards all the rates, rents, taxes, cesses, assessments, levies, expenses and all other outgoings payable in accordance with the terms and conditions of this Agreement;

(o) Not do anything whereby the title of the Promoter to the said Property or any portion thereof is affected in any manner;

(p) Not to cover or enclose in any manner whatsoever, the open terrace/s, the open balcony/ies, verandah, car parking space/s or other open spaces forming a part or appurtenant to the said Unit/s in the said Building, without the prior written permission of the Promoter / Association of Unit Holders /concerned authorities;

(q) Not to hang clothes, garments or any other things from the windows, grills, balcony/ies, terrace/s appurtenant to the said Unit;

(r) To pay all the additional taxes, rates, assessments, levies *etc.* that may be levied by the concerned authorities in respect of the said Premises and also all amounts payable to the Promoter in terms of this Agreement;

(s) That the Unit Holder/s hereby agrees/s to pay all the amounts payable under this Agreement, as and when they become due and payable, time being the essence of this Agreement. Further the Promoter is not bound to give any reminder notice regarding such payment and the failure thereof, shall not be a plea or an excuse for non-payment of any amount/s on their respective due dates;

(t) That the Unit Holder/s hereby covenant/s with the Promoter, to pay any amount/s required to be paid by the Unit Holder/s as agreed under this Agreement and to observe and perform the covenants and conditions except so far as the same ought to be observed by the Promoter;

(u) Not do or permit to be done any act or thing which may render void or voidable any insurance of the said 4th Avenue and/or the said Property or any part thereof, or whereby, or by reasons whereof, increased taxes/premium shall become payable; and

(v) After possession of the said Premises is handed over to the Unit Holder/s, the Unit Holder/s shall insure the said Premises from any loss, theft, damage caused due to human intervention or due to any Act of God or other *Force Majeure* incident including fire, riot, strikes, earthquakes, natural calamity or any other cause beyond reasonable human control, and the Promoter shall not be responsible for any loss/damage suffered thereafter.

(w) The Unit Holder/s shall observe and perform all the rules and regulations which the Association of Unit Holder may adopt, at its inception and the additions, alterations or amendments thereof that may be made from time

to time for protection and maintenance of the said building/ said 4th Avenue and the units therein and for the observance and performance of the buildings Rules, regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Unit Holder/s shall also observe and perform all the stipulation/s and conditions laid down by the Association of Unit Holder/s regarding the occupation and use of the Unit in the said building/ said 4th Avenue and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this agreement.

These covenants shall be binding and operative even after the formation of the Association of Unit Holders.

71. This Agreement shall supersede all earlier applications, discussions, documents, writings (whatsoever), etc. executed or exchanged by and between the Parties prior to the execution hereof which may be inconsistent with this Agreement. The Parties confirm/s agree/s and acknowledge/s that this Agreement represents and comprises the entire contract between them in respect of the subject matter hereof. The Unit Holder/s hereby expressly admit/s, acknowledge/s and confirm/s that no terms, conditions, particulars or information , whether oral, written or otherwise given or made or represented, including those contained or given in any advertisement, leaflet or brochure, or in any correspondence or other writing or document, by the Promoter and/or their agents to the Unit Holder/s and or his/her/their agents, other than such terms, conditions and provisions as are contained or incorporated in this Agreement, shall be deemed to form part of this Agreement or to have induced the Unit Holder/s to enter into this Agreement. No additions, deletions, amendments, alterations and/or modifications to/of any of the terms, conditions, stipulations or provisions of this Agreement, shall be valid, binding on or enforceable against either Party, unless the same are recorded in writing and signed by or on behalf of the Parties, as supplemental hereto.

72. The Promoter may at any time assign, transfer, convey in whole or in part, its rights in respect of the said 4th Avenue together with the underlying portion of the said Property, subject to the rights of the Unit Holder/s under this Agreement on such terms and conditions as the Promoter may, in its sole discretion deem fit. On such transfer/assignment, such **t**ransferee/s shall be bound by the terms and conditions herein contained including covenants/conditions affecting the said Property or the terms/conditions/ covenants of said lease Deed executed between MMRDA and the Promoter in respect of the said Property or any part thereof, as per Clause 58 hereinabove.

73. The Promoter if it so desires shall be entitled to create security on the said Property together with the building(s) being constructed thereon (including the said Building) by availing loans/financial assistance/credit facilities from banks/financial institutions, against securities thereof, save and except the said Premises allotted hereunder. The Promoter shall be entitled to and be at liberty to sign mortgage deeds, loan agreements and other documentation whether legal or in English form or by way of deposit of title deeds, save and except the said Premises, provided the Promoter shall be the principal debtor and it shall be the sole responsibility of the Promoter to repay such loan amount with interest, charges and expenses thereon. The Unit Holder/s hereby give/s express consent to the Promoter to raise such financial facilities against security of the said Property together with the building(s) being constructed thereon (including the said Building) and mortgage the same with banks/financial institutions as aforesaid, save and except the said Premises agreed to be transferred hereunder.

74. The Unit Holder/s give/s his/her/their/its consent to the Promoter to securitize the amounts receivable by the Promoter hereunder and to assign to banks/financial institutions the right to directly receive from the Unit Holder/s the balance installments of the Consideration or part thereof. The Unit Holder/s agree/s and undertake/s, upon receipt of such intimation in writing by the Promoter, to pay without any delay, demur, deduction or objection to such banks/financial institutions, the balance installments of the Consideration or part thereof as the case may be. The Promoter covenants that payment of such balance installments of the Consideration or part thereof in accordance with the terms hereof by the Unit Holder/s to banks/financial institutions shall be valid payment of the respective installments due in respect of the Consideration and would discharge obligations of the Unit Holder/s hereunder.

75. It is agreed that the Unit Holder(s) shall be entitled to avail of loan(s) from banks/financial institutions and mortgage the said Premises (or part thereof) by way of security for repayment of such loan(s) to banks/financial institutions. The Promoter will grant its No Objection addressed to such bank/financial institution, however the Promoter shall not incur any personal liability/obligation for repayment of the monies so borrowed by the Unit Holder/s and/or any monies in respect of such borrowings including interest and cost and provided the mortgage created in favour of the bank/financial institution in respect of the said Premises shall not in any manner jeopardize the Promoter’s right to complete the construction of the said 4th Avenue or to develop other portions of the Larger Land

or the Promoter's right, title or interest in the said 4th Avenue and such mortgage shall be subject to the Promoter's first lien and charge on the said Premises in respect of unpaid installments towards the Consideration and all other amounts/deposits payable by the Unit Holder/s to the Promoter under the terms and conditions of this Agreement. The Promoter will issue its No Objection letter addressed to the bank/financial institution simultaneously against such bank/financial institution issuing its confirmation in writing addressed to the Promoter undertaking to make payment of the balance installments towards the Consideration directly to the Promoter as per the schedule for payment agreed hereunder and such confirmation letter shall be in a form mutually acceptable to the Parties and such bank/financial institution.

76. The Promoter shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the said Premises/said 4th Avenue by concerned authorities due to non-payment by the Unit Holder/s or other units purchasers of their respective proportion of the taxes, utility bills and other outgoings to the concerned authorities on account of default in making such payments, or upon the Unit Holder/s failing to comply with the terms and conditions of this Agreement.

77. The Promoter has informed the Unit Holder/s and the Unit Holder/s is/are aware that the Promoter has retained to itself the exclusive right of providing T.V./Internet – Cable and dish antennae network in the said 4th Avenue to be constructed upon the said Property. The aforesaid rights are retained by the Promoter to itself permanently and the Promoter shall be entitled to deal with and dispose of and/or assign the said rights in favour of such person or corporate body as the Promoter may determine save and unless the Promoter relinquish the said rights. The consideration received for such assignment shall belong to the Promoter alone. In view thereof, the Unit Holder/s and /or other occupants of premises in the said 4th Avenue shall not have a right to obtain T.V. / Internet and or other dish antenna network facilities either alone or jointly with others through any other agents but shall obtain the T.V. / Internet and or other dish antenna network facilities from the Promoter or the assignee(s) of the Promoter save and except in case of relinquishment as aforesaid. The Unit Holder/s and/or occupants of premise in the said 4th Avenue and/or Association of Unit Holders shall pay the charges (including deposits) as may be charged by the Promoter and/or such assignee(s) as aforesaid for availing the transmission facilities and network as aforesaid and shall give to them all necessary co-operation of enabling them

install, maintain and repair the equipment thereof and shall not be entitled to charge the Promoter and/or their assignee(s) as aforesaid any amount for the said rights or incidental thereto. The necessary covenant will be incorporated in the Deeds of Assignment/Conveyance/Declaration/Deeds of Apartment as the case may be.

78. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Tower, said 4th Avenue, said property, Larger Land or any part thereof in favour of the Unit Holder/s. The Unit Holder/s shall have no claim, save and except in respect of the said Premises and all common areas, amenities and facilities specified in Fourth Schedule, will remain the property of the Promoter until the formation of the said Association / Federation /Apex Body of Unit Holders and transfer/ assignment/ conveyance of the said 4th Avenue to the Federation /Apex Body of Unit Holders and underlying portion of the Larger Land in the manner provided in Clause 51 hereinabove, as the case may be.

79. The Promoter shall endeavour to cause the said Association to confirm and ratify the allocation of the Car Parks in favour of the Unit Holder/s and the Unit Holder/s also hereby agree/s and confirm/s to provide all the necessary assistance to the Promoter to cause the said Association not to alter or change the allocation of car parking spaces (including the Car Parks) in the manner allocated by the Promoter to the various purchasers/occupiers (including the Purchaser herein) of premises in the said Building. The Unit Holder/s is aware that the allotment and right to use the Car Parks will ultimately be subject to the decision of the Association of Unit Holders and will not hold the Promoter responsible for any loss suffered or inconvenience caused if such allotment is ultimately cancelled or varied by the Association of Unit Holders. The exact location and demarcation of the Car Parks shall be at the sole discretion of the Promoter and the same shall be intimated to the Unit Holder/s at the time of handing over of possession of the said Unit. The unit Holder/s agree/s that he/she/its/they shall not raise any dispute or objection as to the location and/or demarcation by the Promoter of the Car Parks.

80. All notices to be served on the Unit Holder/s as contemplated by this Agreement, shall be deemed to have been duly served, if sent to the Unit Holder/s by Registered post with A/D, and/or under certificate of posting and/or Speed Post at his/her/their/its address/es specified against the names above, and shall duly and effectually discharge the Promoter, and shall be deemed to have been received by the said Unit Holder/s. The Unit Holder/s agrees to inform the Promoter in writing

of any change in the mailing addresses as mentioned herein. In case of joint Unit Holder/s all the communications shall be sent by the Promoter to the first named Unit Holder/s under this Agreement.

81. Any correspondence from or on behalf of the Unit Purchaser address to the Promoter shall be considered as duly served and acceptable only if such correspondence or communication has been done through or by Registered post with A/D, and/or under certificate of posting and/or Speed Post sent to the address of the Promoter as specified under this Agreement. It is further informed that save and except correspondence or communication done in the manner as stated in clause 80, no other mode of communication or correspondence like electronic mail, Facsimile shall be considered as legally binding between the parties, unless it is addressed to customercare@sunteckindia.com and not any other email ID.

82. All stamp duty, registration charges, out of pocket costs, such other charges and expenses incidental to this Agreement and GST or any other taxes whatsoever which are levied or become leviable, shall be borne and paid by the Unit Holder/s alone. If due to any changes in government policy and by virtue of the same, if any additional stamp duty, registration charges and/or any other taxes / rates are levied, the same shall also be borne and paid by the Unit Holder/s alone.

83. The Unit Holder/s hereby declare/s that he/she/they/it has gone through this Agreement and all the documents relating to the Larger Land /said 4th Avenue and has/have expressly understood the contents, terms and conditions of the same and the Promoter has entered into this Agreement with the Unit Holder/s relying solely on the Unit Holder/s agreeing, undertaking and covenanting to strictly observe, perform, fulfill and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on part of the Unit Holder/s to be observed, performed and fulfilled and complied with and therefore, the Unit Holder/s hereby jointly and severally (as the case may be) agree/s, undertake/s and covenant/s to indemnify, save, defend and keep harmless at all times hereafter, the Promoter and their successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Unit Holder/s any injury to any property(ies) or persons(s); or death of person(s); or damages to any property(ies)

howsoever arising related to the use and/ or occupation of the said Premises and directly or indirectly as a result of the negligence, act and/ or omission of the Unit Holder/s or his / her/ its agents, servants, tenants, guests, invitees and/ or any person or entity under his/its control; and Unit Holder's non-compliance with any of the restrictions regarding the use and/or occupation of the said Premises.

84. The terms and conditions of this Agreement shall be binding on all transferee/s / assignee/s, from time to time, of the said Premises, which the respective Unit Holder/s may sell, transfer / assign and shall be enforceable against all such transferees.

i. That all disputes and differences or claims arising out of, or in connection with, or relating to this Agreement, or in the interpretation of any provisions of this Agreement, or the breach, termination or invalidity hereof and the respective rights and obligations of the parties, between the Unit Holder/s and the Promoter ("Dispute"), shall be resolved between them through mutual discussions and amicable settlement.

ii. If such Dispute is not resolved through such mutual discussions within [30 (Thirty)] days after any Party has served a written notice on the other Party requesting the commencement of discussions, any Party may refer such Dispute to the Maharashtra Real Estate Regulatory Authority. However, notwithstanding the aforesaid, in the event the Promoter chooses to refer such Dispute to the Conciliation forum formed by the Maharashtra Real Estate Regulatory Authority, the Unit Holder/s hereby grants his/her/its irrevocable consent for such dispute to be referred to the aforesaid Conciliation Forum and the decision of the Conciliation Forum shall be binding upon the Unit Holder/s. The Conciliation proceedings shall be held in English language and the venue of the Conciliation proceedings shall be at Mumbai.

85. Except as stated above in clause 84, this Agreement shall be governed by the laws as applicable in India and any disputes in relation to this Agreement, shall be subject to the exclusive jurisdiction of courts at Mumbai, Maharashtra, India.

86. It is abundantly made clear to all the Unit Holder/s who are Non-Resident / foreign nationals of Indian origin, that in respect of all remittances, acquisitions / transfer of the said Premises, it shall be his/her/their/its sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the

provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Unit Holder/s understands and agrees, that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/they /it alone shall be liable for any action under the Foreign Exchange Management Act, 1999, or any other statutory modifications or re-enactments thereto. The Promoter accepts no responsibility in this regard and the Unit Holder/s agrees to indemnify and keep the Promoter indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.

87. The Unit Holder/s hereby declares that he/she/they/it has perused this Agreement entirely and all the documents related to the said Property and the said Premises and has expressly understood the contents, terms and conditions of the same and the Unit Holder/s, after being fully satisfied, has entered and accepted this Agreement.

88. The Promoter states that the Permanent Account Number allotted to it is **AAPCS2160R**.

89. The Unit Holder/s state/s that the Permanent Account Number allotted to him/her/it/them is _____ _____.

FIRST SCHEDULE ABOVE REFERRED TO

(Description of Larger Property)

ALL THOSE pieces or parcels of land or ground together with structures standing thereon bearing Survey Nos. 106/1, 106/2, 107/3 (p), 109, 110/3 (p), 110/4, 111/1(p), 111/2, and 112/1(p) corresponding to CTS Nos. 157, 158, 159, 160, 161, 162, 162/1, 163, 164, 165, 166, 166/1, 170, 170/1, 170/2 and 171 admeasuring in aggregate 64,427.30 sq. mtrs. or thereabouts [excluding plot nos. 1 and 2 of Survey No. 106/1(p) and survey no. 105/3(p)] and 62737.58 sq. mtrs. or thereabouts as per PRC's, situate, lying and being at Village Goregaon, Taluka Borivali, Mumbai Suburban District, and bounded as follows that is to say,

Towards North	:	CTS NOS. 165 (pt), 66, 98;
Towards South	:	Village Boundary;
Towards West	:	Existing 25.00 mtr. Wide Road, CTS NOS. 151, 153/50, Village Boundary; and

Towards East : CTS NOS. 168, 169A, 169A/1, Western Railway Line

SECOND SCHEDULE ABOVE REFERRED TO

(Description of the said Property)

ALL THOSE pieces or parcels of land or ground together with structures standing thereon bearing Survey Nos. 111/1(p) corresponding to CTS Nos. 158, 159, 160, 161 (p), 162 (p), 165(p) admeasuring about 9011.01 sq. mtrs. situate, lying and being at Village Goregaon, Taluka Borivali, Mumbai Suburban District, and bounded as follows that is to say,

Towards North : Proposed 25.00 mtr. Wide Road,
Towards South : CTS NOS. 169A,
Towards West : Existing 25.00 mtr. Wide Road; and
Towards East : CTS NOS. 169A/1.

THIRD SCHEDULE ABOVE REFERRED TO

(Description of the said Premises)

Unit No. _____ admeasuring **_____** square mtrs carpet area as per RERA and on **___ floor** in **Tower ____** in **'4TH AVENUE SUNTECK CITY'** together with exclusive right to use open areas attached to the said unit, proportionate share in the common areas, & facilities of the said 4th Avenue, and the right to use **____** car parking spaces in the [basement/ground/ podium/ stilt] levels of the said 4th Avenue, being constructed on the said property more particularly described in the Part IV of Second Schedule referred above.

FOURTH SCHEDULE ABOVE REFERRED TO

(List of Fittings, Fixtures, Amenities and Facilities, Common Areas and Specifications in respect of the said 4th Avenue)

INTERNAL AMENITIES:

1. **LIVING/DINING/PASSAGE/LOBBY**

   Floor: Vitrified Tiles
   Walls: Oil based Distemper Paint
   Ceiling: Oil based Distemper Paint

2. **BEDROOMS**

   Floor: Vitrified Tiles
   Master Bedroom: Vitrified Tiles
   Ceiling & walls : Oil based Distemper Paint

3. **KITCHEN**

   Floor: Vitrified Tiles
   Walls : Ceramic/Vitrified Tiles above platform of 2' height
   Fitting/ Fixtures: Good quality CP fittings & sanitary fittings

4. **TOILETS**

   Walls: Vitrified Tiles upto beam bottom
   Floor: Anti-skid Vitrified/ Ceramic Tiles
   FITTINGS/ FIXTURES
   Toilet : Good Quality C.P. & Sanitary fittings

5. **DOORS & WINDOWS**

   Internal door: Flush Door
   Entrance door: Flush door
   Windows : Powder coated aluminum Windows

6. Electricals: Good quality switches

7. Security System: 1 Video Door Phone

Note : Marble and granite are natural materials and as such graining cracks and colour variations occur naturally and are not defects.

EXTERNAL AMENITIES

1. Swimming pool + kid's pool
2. Kids' Play area
3. Jogging track
4. Multi-court
5. Gymnasium
6. Senior citizen's zone
7. Indoor games area
8. Landscaped Garden

IN WITNESS WHEREOF the Parties have executed this Agreement by the hand of their authorized signatories the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED)
by the withinnamed **Promoter**,)
SATGURU CORPORATE SERVICES)
PRIVATE LIMITED by the hand of its)
Director / Authorized Representative)
_____ duly)
authorized under the Resolution of the)
Board of Directors passed at its meeting)
held on ____ day of _____ in)
the presence of)
1.)
2.

SIGNED AND DELIVERED by the)
withinnamed **Unit Holder/s**
)
(a)_____)
)
)
(b)_____)

in the presence of
1.

2.

Annexure "G"

(Payment Schedule)

The Unit Holder/s agrees to accept allotment/purchase from the Promoter, the Unit at or for the Consideration of Rs. _____/- (Rupees _____ _____ _____Only) to the Promoter in the following manner:–

(i) Rs._____/-(Rupees _____ _____ Only), as booking amount paid prior to the execution of this Agreement (the payment or receipt whereof the Promoter hereby admits and acknowledges);

(ii) Rs._____/-(Rupees _____ _____ Only) being 10% of the Consideration (after adjusting booking amount), within 21 days from date of booking, paid prior to the execution of this Agreement (the payment or receipt whereof the Promoter hereby admits and acknowledges);

(iii) Rs._____/-(Rupees _____ _____Only) being 5% of the Consideration, on Commencement of excavation;

(iv) Rs._____/-(Rupees _____ _____Only) being 5% on Commencement of footing;

(v) Rs._____/-(Rupees _____ _____ Only) being 5% on completion of 1st Basement Slab;

(vi) Rs._____/-(Rupees _____ _____ Only) being 5% on completion of 2nd Basement Slab;

(vii) Rs._____/-(Rupees_____ _____ Only) being 5% of the Consideration, on completion of Plinth;

(viii) Rs._____/-(Rupees _____ _____ Only) being 5% of the Consideration, on completion of Stilt (First) Slab;

(ix) Rs._____/-(Rupees _____ _____ Only) being _____% of the Consideration, on completion of _____ Slab;

(x) Rs._____/-(Rupees _____ _____ Only) being _____% of the Consideration, on completion of _____ Slab;

(xi) Rs._____/-(Rupees _____ _____ Only) being _____% of the Consideration, on completion of _____ Slab;

(xii) Rs._____/-(Rupees _____ _____ Only) being _____% of the Consideration, on completion of _____ Slab;

(xiii) Rs._____/-(Rupees _____ _____ Only) being _____% of the Consideration, on completion of _____ Slab;

(xiv) Rs._____/-(Rupees _____ _____ Only) being _____% of the Consideration, on completion of _____ Slab;

(xv) Rs._____/-(Rupees _____ _____ Only) being _____% of the Consideration, on completion of _____ Slab;

(xvi) Rs._____/-(Rupees _____ _____ Only) being _____% of the Consideration, on completion of _____ Slab;

(xvii) Rs._____/-(Rupees _____ _____ Only) being _____% of the Consideration, on completion of _____ Slab;

(xviii) Rs._____/-(Rupees _____ _____ Only) being _____% of the Consideration, on completion of _____ Slab;

(xix) Rs._____/-(Rupees _____ _____ Only) being _____% of the Consideration, on completion of _____ Slab;

(xx) Rs._____/-(Rupees _____ _____ Only) being _____% of the Consideration, on completion of _____ Slab;

(xxi) Rs._____/-(Rupees _____ _____ Only) being _____% of the Consideration, on completion of _____ Slab;

(xxii) Rs._____/-(Rupees _____ _____ Only) being _____% of the Consideration, on completion of _____ Slab;

(xxiii) Rs._____/-(Rupees _____ _____ Only) being _____% of the Consideration, on completion of _____ Slab;

(xxiv) Rs._____/-(Rupees _____ _____ Only) being _____% of the Consideration, on completion of _____ Slab;

(xxv) Rs._____/-(Rupees _____ _____ Only) being _____% of the Consideration, on completion of _____ Slab;

(xxvi) Rs._____/-(Rupees _____ _____ Only) being _____% of the Consideration, on completion of _____ Slab;

(xxvii) Rs._____/-(Rupees _____ _____ Only) being _____% of the Consideration, on completion of roof Slab;

(xxviii) Rs._____/- Rupees _____ _____Only) being 5% of Consideration, on completion of walls, internal plaster, flooring, doors and windows of the said unit;

(xxix) Rs._____/- Rupees _____ _____Only); being 5% of Consideration, on Completion of sanitary fittings, staircases, lift wells, lobbies upto floor level of the said Unit;

(xxx) Rs._____/- Rupees_____
_____Only) being 5 % of Consideration, on completion of external plumbing and external plaster, elevation, terraces with waterproofing of the building or tower in which the said unit is located;

(xxxi) Rs._____/- Rupees_____
_____Only) being 5% of Consideration, on Completion of the lifts, water pumps, electrical fittings of the said building;

(xxxii) Rs._____/- Rupees_____
_____Only) being 5% of Consideration, on Completion of the entrance lobby/s, paving of areas appertain to the said building or tower in which the said unit is located;

(xxxiii)Rs._____/-(Rupees _____
_____ Only) being _____% of the Consideration, on possession of the said Premises being ready to be delivered to the Unit Holders but in any event before actual possession of the said Premises being taken by the Unit Holder/s;

RECEIPT

RECEIVED the day and year first hereinabove written of and from the withinnamed Unit Holder the sum Rs. _____/- (Rupees _____
_____ Only) by following cheques:

Cheque No.	**Date**	**Amount**	**Drawn On**

Total
=========

All cheques in favour of the Promoter being the amount of part payment payable by them to us.

WITNESSES: **WE SAY RECEIVED**

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