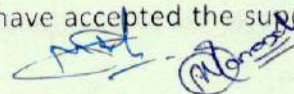


building or otherwise howsoever, the DEVELOPERS/ PROMOTER shall be entitled to do so and the PURCHASER/ALLOTTEE/S herein agree to the same and give their irrevocable consent to the same.

- ee) That the DEVELOPERS/ PROMOTER will at their discretion form condominium/Co-operative Housing Society/or any other organization of the Premises holders in the said building or submit the said building and the said land under the provisions of Maharashtra Apartment Ownership Flat Act 1963 Co-operative societies Act or any other Act.
- ff) The nature of development of the said slum property would constitute a mixture of users as may be permissible under applicable law from time to time.
- gg) The DEVELOPERS/ PROMOTER would be entitled to aggregate any contiguous land parcel with the development of the said slum property, as provided under the Proviso to Rule 4(4) of the RERA Rules.
- hh) The DEVELOPERS/ PROMOTER is entitled to amend, modify and/or substitute the Proposed Future and Further Development of the said slum property (defined below), in full or in part, as may be required by the applicable law from time to time.
- ii) The DEVELOPERS/ PROMOTER will be entitled to develop the said slum property itself or in joint venture with any other person and will also be entitled to mortgage and charge the saleable areas to be constructed thereon from time to time. The above details along with the annexes to the RERA Certificate and further aspects of the proposed future and further development of the said property, shall be available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in>.
- jj) That the DEVELOPERS/PROMOTER have appointed Shri Vishwas Satodia as Architects, duly registered under the Council of Architecture.
- kk) That DEVELOPERS/PROMOTER have appointed Mr. Yogesh D. Vaja as Structural Engineers for design and supervision of the said residential Building to be constructed at the said slum property and the DEVELOPERS/ PROMOTER have accepted the supervision of the



said Architects and Structural Engineers, till the completion of the construction of the said residential building to be completed, or earlier at the discretion of the DEVELOPERS/ PROMOTER.

- II) That the title of the said DEVELOPERS/ PROMOTER and rights of the DEVELOPERS/ PROMOTER to the said slum property more particularly mentioned under schedule I has been investigated by Mr. YOGESH D. BANDAL Advocate, by virtue of his report on title dated 4/12/2019 in respect of the said slum property. Hereto annexed and marked as Annexure " " is the copy of the said report on title.
- mm) That the DEVELOPERS/ PROMOTER are entitled to develop the said slum property and have the sole and exclusive right to sell the residential flat/s to be constructed by the DEVELOPERS/ PROMOTER on the said slum property and to receive the sale consideration in respect thereof.
- nn) That the Residential/Commercial flat/Unit/s Purchaser/Allottee demanded from the DEVELOPERS/ PROMOTER and the DEVELOPERS/ PROMOTER have given to the residential Flat/commercial Unit Purchaser/Allottee/s the inspection of all the documents of title, relating to the said slum property including permission and sanction given by Slum Rehabilitation Authority (SRA) in respect of the slum scheme, sanctioned Plans, designs, specifications and/or the other documents as per the regulations of the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management, Transfer) Act, 1963 and the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016, (hereinafter referred to as the said Act and rules made thereunder).
- oo) That the DEVELOPERS/ PROMOTER has commenced the construction at the said slum property a residential/commercial complex to be known as **LEVELS CREST**, presently proposed for Ground (pt) plus stilt (pt) plus _____ (pt) upper floors with provision for lesser or additional floors by use of the benefit of FSI in all forms including Fungible FSI (for brevity's sake hereinafter referred to as "the said building") as per the sanctioned plan and



specifications and other requisite permissions, orders, approvals, sanctions obtained from the concerned authorities including SRA and are desirous of disposing off Flat /Unit/commercial premises/Shops, car-parking etc in favour of the intending purchasers and common amenities in accordance with the said sanctioned Plans and/or Plans as may be amended from time to time.

pp) That the Purchaser/Allottee/s applied to the DEVELOPERS/ PROMOTER for the allotment of a Residential Flat/ Commercial Unit bearing No. _____, on _____ Floor, in wing "____", admeasuring _____ square Meters, equivalent to _____square feet (Carpet area) for the consideration of Rs. _____/ (Rupees _____ only) and subject to the terms and conditions and as hereinafter appearing as mutually agreed by and between the parties hereto. Copy of the Plans in respect of residential Flat/commercial Unit, to be constructed by the DEVELOPERS/ PROMOTER on the said slum property and shown on the Typical Floor Plan and typical Layout Plan, which is annexed hereto and marked as **Annexure " " & " "** (hereinafter referred to as the said Residential Flat/ Commercial Unit and more particularly described in the Schedule- II hereunder written).

qq) That in the said slum property, the DEVELOPERS/ PROMOTER alone has sole and exclusive rights to sell the said Residential Flat/Commercial Unit, and other premises on the complex to be constructed on the said slum property, to enter into the agreement with the Alottee/purchaser/s of such premises and to receive the sale price in respect thereof.

rr) That, the Purchaser/Allottee/s have demanded from the DEVELOPERS/ PROMOTER and the DEVELOPERS/ PROMOTER have given the inspection of all the related and relevant documents, recited hereinabove, regarding of title to the said slum property to the PURCHASER/ALLOTTEE/S as are required to be given inspection to the Purchaser/s under the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management, Transfer) Act, 1963, and the provisions of the Real Estate (Regulation



& Redevelopment) Act, 2016 (hereinafter referred to as the said Act) and the Rules made thereunder as amended upto date, and after verifying and inspection of the said documents in respect of the said slum property, the Purchaser/Allottee himself/themselves fully acquainted with the estate thereof, and agreed to acquire the said Residential Flat/ Commercial Unit from the DEVELOPERS/ PROMOTER on what is popularly known as ownership basis at or for the lumpsum consideration, conditions and covenants agreed upon by and between the parties hereto and hereinafter contained.

- ss) That, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- tt) That while sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the DEVELOPERS/ PROMOTER while developing the Real Estate Project and upon due observance and performance of which only, the Occupation Certificate and Building Completion Certificate in respect of the Real Estate Project shall be granted by the competent authority.
- uu) That the DEVELOPERS/ PROMOTER has accordingly commenced construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove.
- vv) That the PURCHASER/ALLOTTEE/S accepts that fungible FSI has been utilized in the construction of his/ her Flat / Unit/s.
- ww) That the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- xx) That the DEVELOPERS/ PROMOTER has agreed to sell to the PURCHASER/ALLOTTEE/S and the PURCHASER/ALLOTTEE/S has

