

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made at Mumbai this ____ day of _____
2023 (“**Agreement**”);

BETWEEN

SAPTRISHI URBAN SPACE PRIVATE LIMITED (formerly known as Saptrishi Urban Space LLP) [CIN U45500MH2021PTC368063], a private limited company duly incorporated under the provisions of the Companies Act, 2013 having its registered office at 801-802, Crystal Towers 48 Maruti Lane Fort, Mumbai 400 001, hereinafter referred to as the “**Promoter**” (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and permitted assigns) of the **One Part**;

AND

[•], adult/s, Indian Inhabitant/s, residing at [•], hereinafter referred to as the “**Allottee/s**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his / her / their respective heirs, executors and administrators) of the **Other Part**.

The Promoter and the Allottee/s are hereinafter collectively referred to as the “**Parties**” and individually as the “**Party**”.

WHEREAS:

- A. By and under an Indenture of Lease dated October 28, 2020 executed between the Maharashtra Housing and Area Development Authority, Mumbai (hereinafter referred to as “**MHADA**”), therein referred to as the Authority of the One Part and Dindoshi Shivalaya Cooperative Housing Society Limited (hereinafter referred to as the “**Society**”), therein referred to as the Society of the Other Part and registered with the Sub-Registrar of Assurances at Mumbai on November 3, 2020 bearing Serial No. BRL-6-8942-2020, MHADA demised land admeasuring approximately 907 square meters (2,386 square meters as per demarcation) forming part of C.T.S No. 104J of Village Dindoshi, situated at Dindoshi, Malad (East) in the registration sub-district of Borivali, Bombay Suburban District (hereinafter referred to as the “**Land**”), in favour of the Society on leasehold basis for a term of 30 (thirty) years commencing from the year 2001 and renewable for a further period of 60 (sixty) years from the date of expiry thereof and on the terms and conditions contained therein.
- B. By and under a Deed of Sale dated October 28, 2020 executed between MHADA, therein referred to as the Authority of the One Part and the Society, therein referred to as the Society of the Other Part and registered with the Sub-Registrar of Assurances at Mumbai on November 3, 2020 bearing Serial No. BRL-6-8946-2020, MHADA sold, transferred and conveyed unto the Society, a residential building consisting of two wings constructed by MHADA and identified as

Building Nos. 19A and 19B having 56 (fifty six) tenements (hereinafter referred to as the “**Old Building**”) on the terms and conditions contained therein.

- C. By and under a Development Agreement dated April 9, 2021 executed between the Society, therein referred to as the Society of the First Part, 53 (fifty three) members of the Society, therein collectively referred to as the Members of the Second Part and the Promoter, therein referred to as the Developer of the Third Part and registered with the Sub-Registrar of Assurances at Mumbai under Serial No. BRL-9-8610- 2021 (hereinafter referred to as the “**Development Agreement**”) together with a Power of Attorney dated July 16, 2021 executed by the Society in favour of the Promoter and registered with the Sub-Registrar of Assurances at Borivali under Serial No. BRL-9-8613- 2021 (hereinafter referred to as the “**Power of Attorney**”), the Society granted development rights in respect of the Land for constructing new buildings thereupon after demolishing the Old Building in favour of the Promoter on the terms and conditions contained therein.
- D. By and under an Offer Letter dated December 30, 2021 bearing Reference No. CO/MB/REE/NOC/F-1183/3280/2021 issued by MHADA to the Society, MHADA approved the proposal for redevelopment of the land bearing CTS No. 104J admeasuring 907 square meters together with tit-bit land admeasuring 1440.12 square meters, i.e. admeasuring in aggregate 2,347.12 square meters (hereinafter collectively referred to as the “**said Property**”) more particularly described in the **First Schedule** hereunder written, for residential use on the terms and conditions contained therein.
- E. The Property Register Card dated October 9, 2020 in respect of land bearing CTS No. 104J reflects the name of MHADA as the owner thereof with no corresponding entry for deletion of their name.
- F. By and under a Unilateral Indenture of Mortgage dated May 25, 2022 executed by Ceear Land Developers LLP, therein referred to as Mortgagor 1 of the One Part, Svarna Land Development Private Limited, therein referred to as Mortgagor 2 of the Second Part, the Promoter, therein referred to as Mortgagor 3 of the Third Part, Ceear Realty and Infrastructure Private Limited (hereinafter referred to as “**CR IPL**”), therein referred to as Mortgagor 4 of the Fourth Part and HDFC Limited, therein referred to as the Mortgagee / Lender of the Other Part and registered with the Sub-Registrar of Assurances at Mumbai under Serial No. KRL-3-9416-2022, the Promoter *inter alia* mortgaged 90% of the total saleable area of the project to be developed on the said Property together with all the rights of CR IPL as a shareholder of the Promoter in respect of the aforesaid project against a credit facility of Rs. 12,00,00,000/- (Rupees Twelve Crore Only) with a condition and understanding that HDFC Limited shall cede its mortgage / charge in favour of any incoming lender who is willing to provide construction finance for the aforesaid project to the Promoter and/or CR IPL in the future, subject to HDFC Limited enjoying an exclusive first charge over

certain identified units in the aforesaid project having value of not less than Rs. 12,00,00,000/- (Rupees Twelve Crore Only), on the terms and conditions contained therein.

- G. The Promoter is desirous of developing and constructing, a residential building to be known as '[●]' comprising of [●] Basements, Lower Stilt, [●] Podiums, Upper Stilt and [●] Upper Floors on the said Property (hereinafter referred to as the "**said Building**") being a stand-alone real estate project under the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations formed thereunder (hereinafter referred to as "**RERA**"). The Promoter has made an application and submitted necessary documents as are required for registering the said Building as a stand-alone real estate project under RERA.
- H. At the instructions of the Promoter, M/s. Kochhar & Co., Advocates and Consultants (hereinafter referred to as the "**Firm**") have investigated the title of the Promoter to the said Property and have issued their title report dated [●] ("**Title Report**"). The Firm has opined that the Promoter is sufficiently entitled to development rights to the said Property and has a clear and marketable title subject to what is stated therein.
- I. The Promoter has appointed [●], Architect registered with the Council of Architects and such arrangement is as per the agreement prescribed by the Council of Architects. The Promoter has appointed [●], Structural Engineer for the preparation of the structural design and drawings of the said Building and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the Building.
- J. By and under a letter dated February 17, 2022 bearing Reference No. MH/EE/BPCell/GM/MHADA-61/1052/2022 (hereinafter referred to as "**IOA**") issued by the Building Permission Cell, Greater Mumbai, MHADA, the Promoter was granted MHADA's 'Intimation of Approval for Zero FSI' in relation to the redevelopment of the said Building, subject to the terms and conditions set out thereunder.
- K. By and under a certificate dated June 6, 2023 bearing Reference No. MH/EE/(BP)/GM/MHADA-61/1052/2023/CC/1/New (hereinafter referred to as "**CC**") issued by the Building Permission Cell, Greater Mumbai / MHADA, the Promoter was granted the permission to redevelop the said Property and commence construction of the said Building thereupon up to plinth level subject to the terms and conditions set out thereunder.
- L. The photocopies of following documents are annexed hereto:
 - i. Plan of the said Property marked as **Annexure 'A'**;
 - ii. Floor Plan marked as **Annexure 'B'**;
 - iii. Title Report marked as **Annexure 'C'**;

- iv. IOA marked as **Annexure 'D'**;
 - v. CC marked as **Annexure 'E'**;
 - vi. Property Register Card marked as **Annexure 'F'**;
 - vii. RERA Project Registration Certificate as "**Annexure G**".
- M. The Allottee/s has / have demanded inspection from the Promoter and the Promoter has given inspection to the Allottee/s of all documents of title relating to the said Property including the Title Report and also the plans, designs and specifications prepared by the Promoter's Architect and all other documents as specified under RERA and the rules made thereunder as amended up to date and the Allottee/s is / are fully satisfied with the title of the Promoter in respect of the said Property and the Promoter's right to sell various flats / apartments in the said Building to be constructed on the said Property and hereby agree/s not to raise any requisitions on or objections in regard thereto.
- N. The Allottee/s, being desirous of acquiring a flat / apartment in the said Building to be constructed on the said Property, has / have approached the Promoter and requested the Promoter to allot to him / her / them / it, Flat No. [●] admeasuring [●] square meters equivalent to [●] square feet (carpet area as per RERA) on the [●] Floor in [●] Wing of the said Building (hereinafter referred to as the "**said Premises**"), more particularly described in the **Second Schedule** hereunder written and shown in red hatched lines on the plan annexed hereto and marked as **Annexure 'B'**. Along with the said Premises, the Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered car parking space bearing Nos [.] situated at [.] Basement and/or stilt and/or podium of the said Building (hereinafter referred to as the "**Car Parking Space/s**").
- O. Accordingly, on the request of the Allottee/s, the Promoter has agreed to allot and sell to the Allottee/s and the Allottee/s have agreed to acquire and purchase from the Promoter, the said Premises together with the Car Parking Space/s, at and for a total consideration of Rs. [●]/- (Rupees [●] Only) (hereinafter referred to as the "**Purchase Price**") on the terms and conditions appearing hereinafter.
- P. Prior to the execution of this Agreement, the Allottee/s has / have paid to the Promoter a sum of Rs. [●]/- (Rupees [●] Only) as advance payment / deposit (the payment and receipt whereof the Promoter do hereby admit and acknowledge) and the Allottee/s has / have agreed to pay the Promoter the balance Purchase Price in the manner set out herein.
- Q. Under Section 13 of RERA, the Promoter is required to execute a written Agreement for Sale in respect of the said Premises agreed to be sold to the Allottee/s and the Parties are therefore executing these presents

which shall be registered under the provisions of the Registration Act, 1908.

- R. 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.

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

1. DEVELOPMENT AND CONSTRUCTION

The Promoter shall construct the said Building (wherein comprised are the said Premises agreed to be acquired by the Allottee/s as hereinafter contained) on the said Property in accordance with the plans, designs and specifications approved by the authorities concerned from time to time. The present particulars of said Building e.g. number of structures, number of wings therein, number of floors therein, the nature of the flats / apartments comprised therein as permissible under the Development Control and Promotion Regulations, 2034 for the time being in force have been furnished to the Allottee/s and who has / have independently scrutinized and satisfied himself / herself / themselves / itself of all aspects relating thereto. Without materially and substantially adversely or prejudicially affecting the said Premises agreed to be acquired by the Allottee/s, the Promoter shall be however entitled to make any variations, alterations or amendments in the scheme of development of the said Property and/or any part/s thereof in particular the plans or specifications of the said Building and/or the layout of the said Property in any manner whatsoever including amalgamation, sub-division, granting of any rights, privileges benefits of easements by way of right of way and access, to draw, lay, install any connection or services, such as water, drainage, sewage, electricity, gas, etc. for the more beneficial use and enjoyment of the said Property or any part/s thereof and/or of the plot/s contiguous or adjoining or in the vicinity of the said Property and/or the structure/s constructed or to be constructed thereon or if desired by the Promoter or if required to be made for the purpose of meeting any requisition, objection or requirement of the authorities concerned. Provided however that if such variations, alterations or amendments to the plans, designs and specifications adversely affect the said Premises, then the Promoter shall obtain the Allottee/s prior written consent except where such variations, alterations or amendments are required by the authorities concerned or due to change in law.

2. DESCRIPTION OF THE SAID PREMISES AND CONSIDERATION

- 2.1 The Allottee/s hereby agree/s to purchase from the Promoter and the Promoter hereby agrees to sell and allot to the Allottee/s, Flat No. [●]admeasuring [●] square meters equivalent to [●] square feet (carpet

area as per RERA) on the [●] Floor in [●] Wing of the said Building i.e. the said Premises more particularly described in the **Second Schedule** hereunder written and shown in red hatched lines on the plan annexed hereto and marked as **Annexure 'B'** to be constructed on the said Property, more particularly described in the **First Schedule** hereunder written and delineated on the plan annexed hereto and marked as **Annexure 'A'**. Along with the said Premises, the Allottee hereby agrees to purchase from the Promoter and Promoter hereby agrees to sell to the Allottee covered car parking space/s bearing Nos [●] situated at [●] Basement and/or stilt and/or podium of the said Building.

- 2.2 This Agreement is on the express condition that certain other flats / apartments comprised in the said Building constructed or to be constructed in the said Property have or are agreed to be sold subject to the exclusive rights of such flat allottee/s with regard to their respective open space / terrace / garden attached to their respective flats / apartments and/or exclusive use of their respective car parking space/s and that the user of each of such flats / apartments and the rights in relation thereto of each allottee/s shall be subject to all the rights of the other allottee/s in relation to their respective flats / apartments. None of the allottee/s of the remaining flats / apartments shall have any right whatsoever to use and/or occupy the open space / terrace / garden as stated aforesaid acquired by any allottee/s including the Allottee/s and exclusive use of car parking space/s allotted to the allottee/s including the Allottee/s if concerned, as aforesaid nor they do or cause to be done anything whereby such allottees including the Allottee/s, if concerned, is / are prevented from using and occupying the open space / terrace / garden / car parking space/s in the manner as aforesaid or the rights of such allottee/s including the Allottee/s, if concerned, to the same are in any manner affected or prejudiced. Correspondingly, the Allottee/s covenant that he / she / it / they shall exercise his / her / its / their rights consistently with the rights of the other allottee/s and shall not do anything whereby the allottee/s of the other flats / apartments are prevented from using or occupying exclusively their respective flats / apartments including the open space / terrace / garden / car parking space/s in the manner as stated aforesaid or whereby the rights of the other allottee/s with regard to their respective flats / apartments including the open space / terrace / garden / car parking space/s as aforesaid are in any manner affected or prejudiced. The Allottee/s covenant that he / she / it / they shall not raise any objection, claim or demand against the Promoter or against any other allottee/s in relation to the exclusive use by any other allottee/s of any restricted common areas and facilities, exclusively granted to such allottee/s.

- 2.3 The Allottee/s agree/s to pay to the Promoter sum of Rs. [●]/– (Rupees [●] Only) towards the said Premises and Rs. [●]/– (Rupees [●] Only) towards Car Parking Space/s and accordingly, the Promoter has agreed to sell to the Allottee the said Premises together with the Car Parking Space/s for The total Purchase Price / consideration of Rs. [●]/– (Rupees [●] Only) subject to deduction of tax deducted at source (TDS) in accordance with the provisions of the Income Tax Act, 1961 and in the

manner specified in the **Third Schedule** hereunder written and the same as specified shall not be changed or altered by the Allottee/s under any circumstances. The cheque / demand draft / pay order for the payment of the Purchase Price shall be drawn by the Allottee/s specifically in the name of 'Saptrishi Urban Space Private Limited' and payable at Mumbai.

- 2.4 The Purchase Price is escalation-free, save and except escalations / increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority local bodies / government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities, etc., the Promoter shall enclose the said notification / order / rule / regulation published / issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payment.
- 2.5 The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the said Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3%. The total Purchase Price payable for the final carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the final carpet area within the defined limit, then the Promoter shall refund the excess money paid by Allottee/s within 45 (forty-five) days with annual interest at the rate specified in RERA, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the final carpet area allotted to Allottee/s, the Promoter shall be entitled to demand additional amounts from the Allottee/s as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate per square meter as agreed.

3. OTHER CONTRIBUTIONS

- 3.1 The Allottee/s shall in addition to the Purchase Price, pay along with the penultimate installment of the Purchase Price, the amounts / charges as mentioned in the **Fourth Schedule** hereunder written and the same as specified shall not be changed or altered by the Allottee/s under any circumstances. The cheque / demand draft / pay order for the payment of such amounts shall be drawn by the Allottee/s specifically in the name of 'Saptrishi Urban Space Private Limited' and payable at Mumbai.
- 3.2 The Promoter shall not be liable, responsible and/or required to render the account in respect of the amounts mentioned in the **Fourth Schedule** hereunder written. It is hereby clarified that these amounts do not include the dues for electricity, gas and other bills for the said Premises and the Allottee/s shall be liable to pay electricity, gas and other bills for the individual meters separately. It is further clarified that the list of charges mentioned hereinabove is only indicative and not

exhaustive and the Allottee/s agree to pay to the Promoter, such other charges or such other amounts under such heads as the Promoter may indicate without any demur.

- 3.3 It is agreed that in the event of any additional amounts becoming payable in respect of items mentioned in the **Fourth Schedule** hereunder written, the Allottee/s shall forthwith pay on demand to and/or deposit the additional amounts with the Promoter. Such additional amounts shall not carry any interest.
- 3.4 At the time of delivery of possession of the said Premises by the Promoter to the Allottee/s, the Allottee/s shall also pay to the Promoter lump sum charges for maintenance of common areas and facilities excluding the electricity and water charges for common areas in the said Building for a period of [●] ([●]) years as mentioned in the **Fourth Schedule** hereunder written. The Promoter shall use and utilize the aforesaid amount towards maintenance of common areas and facilities of the said Building till the end of [●] ([●]) months of possession being handed over (which date means the date on which Promoter shall give notice to the Allottee/s that the possession of the said Premises are ready to be handed over to him / her / it / them). In the event the expenses increase, the Allottee/s shall pay such additional amounts as demanded by the Promoter for which an account statement will be submitted. The increase may be on account of additional services provided or on account of inflation.
- 3.5 At the time of delivery of possession of the said Premises by the Promoter to the Allottee/s, the Allottee/s shall also pay to the Promoter the corpus fund as mentioned in the **Fourth Schedule** hereunder written which will be utilized for meeting the expenses of common areas and facilities, repairs, etc. of the said Building. In the event the expenses increase, the Allottee/s shall pay such additional amounts as demanded by the Promoter for which an account statement will be submitted. The increase may be on account of additional services provided or on account of inflation.
- 3.6 The maintenance deposit and corpus fund so collected shall be invested by the Promoter, at its sole discretion, in any reputed Bank or prescribed security or other secured investments as the Promoter may deem fit yielding optimum return by way of interest / dividend. The income accruing from the deposit after making provision of sinking fund and repair fund shall be earmarked and utilized for defraying the expenses relating to operation, maintenance, repairs and renovations, reinstatement of general amenities and all outgoings to be payable in respect thereof payable by the flat Allottee/s in so far as the same shall extend and the balance will be collected on pro-rata basis (carpet area of flats / apartments) from all the allottee/s of the flats / apartments in the said Building on a recurring periodic basis, be it quarterly / half yearly basis.
- 3.7 The maintenance deposit and corpus fund to be constituted as above or the balance thereof after incurring expenses as above, will be

transferred to and be held by the Society, subject to the Allottee/s fulfilling all the formalities and requirements prescribed by the Society and duly becoming a member of the Society, in such proportion as the Promoter deems fit, so that ultimately the management of these funds and the disbursements to be made therefrom and/or the investment thereof will be controlled by the flats / apartments holders of the said Building after development thereof is fully completed by the Promoter.

- 3.8 The Allottee/s shall also pay the deposits and/or other charges or levies / consultancy and all / any other charges required to be incurred for procurement of electrical service connection from Maharashtra State Electricity Development Corporation Limited, water and sewage connection from MHADA / MCGM, procurement of gas lines from Mahanagar Gas Limited and/or any other gas distribution company together with any other charges / additional charges payable to the MHADA / MCGM or other concerned government / municipal and/or statutory authority and taxes / levies / cess by whatever name called payable to central / state government / municipal authority / statutory authority or any public authority, development / betterment / infrastructure charges or other levies in regard to the construction of the said Building and for development of the said Property and proportionate cost of transformers, L.T. lines and other equipment / accessories required to be installed by MSEDCL, MHADA, MCGM, Maharashtra State Pollution Control Board or any other authorities concerned.

4. TIMELY PAYMENT

- 4.1 It is hereby expressly agreed that the timely payment of each of the installments of the Purchase Price and other contributions / monies payable hereunder is the essence of the contract.
- 4.2 The Purchase Price shall be paid by the Allottee/s in accordance with the construction milestones of the said Building and in the manner specified in the **Third Schedule** hereunder written. Upon completion of each construction milestone which is linked to an installment payable by the Allottee/s, the Promoter shall intimate in writing to the Allottee/s to make payment of such installment/s. The Allottee/s shall make payment of such installment/s to the Promoter within 15 (fifteen) days of written intimation.
- 4.3 Without prejudice to the Promoter's other rights under this Agreement and/or in law, the Allottee/s agrees to pay to the Promoter interest at the rate specified under RERA and the rules made thereunder as amended from time to time on all the amounts which become due and payable by the Allottee/s to the Promoter under this Agreement from the date such amount/s are payable by the Allottee/s to the Promoter until the date such outstanding amount is received by the Promoter.
- 4.4 The Promoter, after deducting from the various amounts paid by the Allottee/s to the Promoter as deposits and expenses due in respect of the said Premises as aforesaid and the costs, charges and expenses

referred to hereinafter in the proportion decided by the Promoter, shall transfer the balance, to the Society. The accounts, in this behalf, shall be rendered by the Promoter to the Society and not the Allottee/s in his / her / its / their individual capacity. The Allottee/s shall on demand pay to the Promoter such further amount/s by way of deposit, etc. for such expenses if required.

- 4.5 All payments hereunder shall be made by cheque drawn on banks in Mumbai or demand draft / pay order payable at Mumbai or by means of real time gross settlement / national electronic funds transfer and not otherwise. The timely payment of each of the installment/s of consideration and other amount/s as aforesaid shall be the essence of the contract. If the Allottee/s make default in payment of any of the installments / dues on their respective due dates as aforesaid and without prejudice to the rights of the Promoter to treat such default as a breach of this Agreement and to cancel and terminate this Agreement, the Allottee/s shall be liable to pay to the Promoter interest at the rate specified under RERA and the rules made thereunder as amended from time to time on the amount of the installment/s and/or due/s in arrears for the period of the delay in payment of such installment/s and/or due/s.
- 4.6 In the event any cheque/s or any other mode of payment of / by the Allottee/s is / are not honored for any reason whatsoever, then the same shall be treated as a default / breach under this Agreement and the Promoter may at its option be entitled to exercise the legal recourse available to it. Further, the Promoter may, at its sole discretion, without prejudice to its other legal rights and remedies, charge a payment dishonor charge of Rs. 5,000/- (Rupees Five Thousand Only) for dishonor of a particular payment instruction for first instance and for second instance the same would be Rs. 10,000/- (Rupees Ten Thousand Only) in addition to the interest for delayed payments. Thereafter, no cheque/s will be accepted and all payments shall be accepted through demand draft / pay order only.
- 4.7 The Promoter shall maintain a separate account in respect of the sums received from the Allottee/s as advance or deposit on account of share capital, formation charges, towards the outgoings or legal charges, etc. and shall utilize the amounts only for the purpose/s for which they have been received, except in case of default of the Allottee/s in which event the Promoter will be at liberty to appropriate / adjust moneys held on one account with money due on other account/s.
- 4.8 The Promoter is desirous that the said Building should adhere to the highest industry standards as regards housekeeping and maintenance of the common areas and facilities and thus the Promoter has decided to entrust the housekeeping and maintenance of the common areas and facilities of the said Building to Ceear Realty & Infrastructure Pvt. Ltd. or any of its subsidiary or sister concern or any other entity / person designated by the Promoter, on such terms and subject to such conditions as is reasonable in a contract of such nature. The Allottee/s hereby accord his / her / their / its consent to the appointment of Ceear

Realty & Infrastructure Pvt. Ltd. or any of its subsidiary or sister concern / any other entity / person as facility manager for rendering housekeeping and maintenance services of the common areas and facilities of the said Building up to such time that the said Building is completed in entirety. The services to be provided by Ceeear Realty & Infrastructure Pvt. Ltd. or any of its subsidiary or sister concern / any other entity / person shall be limited to housekeeping and maintenance of common areas, elevators, pump rooms, sewage treatment plant, internal roads, etc. The maintenance charges of the said Premises or any revised amount, collected hereinabove by the Promoter shall be payable to the Promoter or any other entity / person designated by the Promoter.

- 4.9 In case of the Allottee/s availing any loan / finance from any bank/s or financial institution/s by mortgaging the said Premises for the purpose of making payment of the Purchase Price, the Allottee/s undertake to direct such bank/s or financial institution/s to pay all such amounts towards the Purchase Price on their respective due dates as mentioned herein and the Allottee/s shall ensure that such bank/s or financial institution/s disburse all such amounts through a cheque / demand draft / pay order drawn specifically in the name of 'Saptrishi Urban Space Private Limited' and payable at Mumbai.
- 4.10 The Allottee/s committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his / her / their proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of 15 (fifteen) days in writing to the Allottee/s, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee/s, of his intention to terminate this Agreement and of the specific default / breach of the terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fails to rectify the default / breach mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of 30 (thirty) days of such termination, the instalments of Purchase Price of the said Premises which may till then have been paid by the Allottee/s to the Promoter.

5. GENERAL TERMS

- 5.1 The said Premises are agreed to be sold subject to the following:

- a) That the name of the said Building shall always be known as '[●]' and this name shall not be changed without the written permission of the Promoter;
- b) The Allottee/s shall be bound to comply with the rules, regulations in respect of the said Building including but not limited to bye-laws of the Society;
- c) Any scheme or resolution or plan affecting the said Property, or any part or part thereof made or to be made by any authority concerned including the terms, covenants, stipulations and conditions contained in the hereinbefore recited Agreement/s;
- d) Its present user is residential and other permissible users;
- e) The Allottee/s undertakes that the Allottee/s has / have taken the decision to purchase the said Premises out of his / her / their own free will, based solely upon the information provided along with the documents enclosed, after giving careful consideration to the nature and scope of the entire development explained to the Allottee/s by the Promoter in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in this Agreement;
- f) The Allottee/s declare/s and warrant/s that his / her / their / its interest and concern shall be confined to the said Premises and no other or further and notwithstanding anything contained herein or otherwise, the Promoter shall be at full and absolute liberty to revise alter or otherwise deal with the remainder of said Property or any part thereof in such manner as the Promoter deems fit and exigent and the Allottee/s shall not directly or remotely interfere or create hindrance in the operations of the Promoter. This is one of the important terms of the Agreement and any breach thereof by the Allottee/s shall tantamount to ipso facto termination hereof;
- g) The Promoter shall be exclusively entitled to hold and otherwise deal with, in all respects, for its own benefit and account the common amenity area / open space in such a manner desired by the Promoter including construction of residential and other flats / apartments together with benefit of use and employment of and dealing with in all respects, all or any common areas facilities and amenities including common amenity area / open space of the said Building;
- h) It is expressly agreed by the Allottee/s that should the Promoter desire to amalgamate or merge any particular flats / apartments with other flats / apartments (adjoining / above / below) into one and/or bifurcate any such flats / apartments into more than one unit, then the Promoter shall be at liberty to do and/or caused to be done all such acts, matters and things to effectuate such

amalgamation / merger / bifurcation and as a consequence of such amalgamation, etc. any alterations, changes, additions, etc. takes place in the layout of such concerned flats / apartments including the inclusion, etc. of the semi-exclusive passage/s and/or other area/s into such concerned flats / apartments amalgamated, etc. as above, the Promoter will be at liberty to do so, subject to obtaining all necessary permissions from the concerned authorities and the Allottee/s unconditionally agree/s and undertake/s not to raise any, objection, hindrance in this behalf and/or all matters of and incidental thereto provided nothing done by the concerned person/s shall directly affect or prejudice the said Premises agreed to be acquired by the Allottee/s;

- i) Any relevant and necessary covenants as may be stipulated by the Promoter for the more beneficial and optimum use and enjoyment of the said Property together with the structure/s thereon in general and for the benefit of any class of holders of any flats / apartments, as the case may be, or any part thereof;
- j) All rights of water, water drainage, water course, light and other easements and quasi or reputed easements and rights of adjoining owner/s (if any) affecting the same and to any liability to repair or contribute to the repair of roads, ways, passages, sewers, drains, gutters, fences and other like matters. The Promoter shall not be required to show the creation of or define or apportion any burden;
- k) All the terms and conditions contained in any arrangement, relating to the common amenities and facilities as hereafter contained and made or to be made between the Promoter and any person/s, shall be binding upon the Allottee/s;
- l) It is further expressly agreed between the Parties that the Promoter shall have the right to construct and complete the development of the said Property within the time frame and in the manner provided herein. The Allottee/s hereby give their consent and no objection to the Promoter to carry on and complete the construction of the said Building, sell the flats / apartments contained therein for the consideration and on the terms and conditions as the Promoter deems fit and proper. The Allottee/s agree not to create any obstruction or raise any objection to the Promoter completing the construction of the said Building and using the entire developable capacity of the said Property as the Promoter deems fit and proper;
- m) For the aforesaid purpose and all purposes of and incidental thereto and/or for the more beneficial and optimum, use and enjoyment of the remaining portions of the said Property and/or any part thereof by the Promoter, the Promoter shall be entitled to grant, over, upon or in respect of any portion/s of the said

Property all such rights, benefits, privileges, easements, etc. including right of way, right to draw from or connect to all drains, sewers, water, gas, electricity, telephone connections and/or installations and other services in the said Property and/or any other land/s contiguous / adjoining the said Property and/or any part thereof, right of use and enjoyment of all amenities and facilities provided and/or agreed to be provided in the said Property and/or any other land/s contiguous / adjoining the said Property and/or any part thereof for the more beneficial and optimum use and enjoyment of the same in such manner as may be desired by the Promoter. It is agreed that for convenience (administrative or otherwise), the Promoter shall be at liberty in its sole discretion to:

- i) It is made expressly clear that the ultimate transfer deed/s in respect of the said Property and/or any part thereof and/or the structure/s thereon shall contain such provisions which shall be accordingly framed and the rights and obligations thereof shall run with the land and shall be binding upon all the persons who are the holders of their respective flats / apartments comprised in the said Property as the Promoter may reasonably require for giving effect to and/or enforcing the restrictions, covenants and stipulations;
- ii) All costs, charges and expenses incurred in connection with the Allottee/s becoming a member of the Society as well as the costs of preparing, engrossing, stamping and registering all deeds, documents required to be executed by the Promoter and by the Allottee/s including stamp duty, registration charges, etc. payable in respect of such documents, as well as the entire professional costs of the attorneys of the Promoter for preparing and approving all such documents shall be borne and paid proportionately by all the holders of the flats / apartments, etc. in the said Building including the Allottee/s. The Promoter shall not be liable to contribute anything towards such expenses;
- n) The Allottee/s and the person to whom the said Premises is permitted to be transferred shall, from time to time, sign all applications, papers and documents and do all acts, deeds, and things as the Promoter or the Society may require for safeguarding the interest of the Promoter and/or the other allottee/s in the said Building;
- o) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Premises or of the said Property and the said building or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold to the Allottee/s;

- p) The Allottee/s shall permit the Promoter and their surveyors and agents with or without workmen and others at reasonable times to enter into and upon the said Premises or any part thereof for the purpose of making, maintaining, rebuilding, cleaning, lighting and keeping in order and good conditions all services, drains, pipes, cables, water covers, gas lines, gutters, wires, party walls, structure or other conveniences belonging to or serving or used for the said Building and also for the purpose of laying down, maintaining, repairing and also for purpose of cutting of essential services including water supply to or any of the flats / apartments of the said Building in respect whereof, the allottee/s of such other flats / apartments, as the case may be, shall have made default in paying his / her / their share of taxes, maintenance charges, etc.;
- q) It is expressly agreed that the Promoter shall have a perpetual right and be entitled to put a hoarding on the said Property or any part of the said Building including the terrace and/or on the parapet wall and/or on the said Property and such hoardings may be illuminated or comprising of neon sign and for that purpose, the Promoter is fully authorised to allow temporary or permanent construction or erection for installation either on the exterior of the said Building or on the said Property as the case may be and further the Promoter shall be entitled to use and allow third parties to use any part of the said Building and the said Property for installation of cables, satellite, communication equipment, cellular telephone equipment, radio turnkey equipment, wireless equipment and all other equipment's, etc. The Allottee/s hereby agree not to object or dispute the same. It is further expressly agreed that the Promoter shall have a perpetual right and be entitled to receive, recover, retain and appropriate all the rents, profits and other compensation including any increase thereof and the Allottee/s and/or the Society shall not have any right or be entitled to any of the rents, profits and other compensation including any increase thereof or any part thereof. All the rents, profits and other compensation including any increase thereof shall solely and absolutely belong to the Promoter;
- r) It is clarified that the Promoter shall never be liable or required to pay any transfer fees / charges and/or any amount, maintenance, compensation whatsoever to the Society for the sale or transfer of the unsold flats / apartments in the said Building or the said Property;
- s) Whenever there is a change in the residential status of the Allottee/s, subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s to intimate in writing to the Promoter immediately and comply with all the necessary formalities, if any, under the applicable laws;

- t) The Allottee/s further declare and authorize the Promoter to give personal information of the Allottee/s to any statutory authority as may be required from time to time;
- u) The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as advance or deposit, sums received on account of the share capital of the Society and/ or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

6. **COMMON AMENITIES, DESIGN AND SPECIFICATIONS**

- 6.1 It is agreed that the said Premises shall be of R.C.C. structure with normal brick with cement plaster only.
- 6.2 The common areas, amenities and facilities in the said Building are specified in the **Fifth Schedule** hereunder written. The Allottee/s hereby agree, declare and confirm that save and except these specifications, fixtures, fittings and amenities, the Promoter shall not be liable, required and/or obligated to provide any other specifications, fixtures, fittings and amenities in the said Building / said Property. Further, though the Promoter has proposed to provide certain facilities as mentioned in the sanctioned plans, the Promoter has the right to add, alter, amend or delete any or all of the above facilities with the written consent of Allottee/s. .
- 6.3 It is expressly agreed that the said Premises contain specifications, fixtures, fittings and amenities as set out in the **Sixth Schedule** hereunder written and the Allottee/s confirm that the Promoter shall not be liable to provide any other specifications, fixtures, fittings and amenities in the said Premises.
- 6.4 The Allottee/s is / are aware that the perspectives / elevation plans shown on the sanctioned plans and/or in the brochures are tentative and are likely to undergo change/s in course of construction which the Promoter at its sole discretion may think fit and proper or as may be required by the concerned authorities to be made in them or any of them. The Allottee/s shall have no objection / complaints of whatsoever for such changes. Provided however that if such changes adversely affect the said Premises, then the Promoter shall obtain the Allottee/s prior written consent except where such changes are required by the authorities concerned or due to change in law.
- 6.5 It is specifically understood that the brochures, advertising and marketing material published by the Promoter from time to time in respect of the said Building is merely an advertisement material and contains various features such as furniture layout in a tenement, vegetation and plantation shown around the said Building, colour schemes, vehicles, etc. to increase the aesthetic value only and is not factual. The brochure / master plan is the tentative projection of the

whole plan of the said Property. There may / will be variations depending on the practical and technical problems or if so desired by the Promoter and therefore the said Property shall not / may not be the same as in the brochure / master plan. The Promoter shall not be liable for such variations nor will the Allottee/s question the Promoter regarding the same in any manner.

- 6.6 The sample flat, if any, constructed by the Promoter and all furniture, items, electronic goods, amenities, etc. provided therein are only for the purposes of show casing the flats / apartments and the Promoter is not liable, required and/or obligated to provide any furniture, items, electronic goods, amenities, etc. as displayed in the sample flat, other than as expressly agreed by the Promoter under this Agreement.
- 6.7 The Parties agree that the Promoter shall be entitled to make such changes, additions, alterations, variations and modifications in the plan and specifications as the Promoter may deem fit and proper or as may be required by the concerned authorities . or due to change in law.
- 6.8 The Parties agree that the Promoter shall be entitled to develop the said Property in a phase-wise manner and/or sector-wise manner as the Promoter may desire. The Promoter is retaining unto itself full rights for the purpose of providing ingress or egress to the Allottee/s from the said Property in the manner deemed fit by the Promoter and the Allottee/s agree/s not to raise any objection or dispute regards the same now or any time in the future and the Allottee/s acknowledge that hardship may be caused during such time and undertakes expressly never to object to the same.
- 6.9 The Promoter hereby declares that Floor Space Index (hereinafter referred to as “**FSI**”) available in respect of the said Property is 3 (three) only. Notwithstanding anything to the contrary or otherwise contained herein, pursuant to the rights of exploitation of the potential (now or future) of the said Property reserved unto the Promoter, the Promoter shall, at all times hereafter have unfettered and unrestricted right to avail the FSI as may be permissible and in the manner and ratio as the Promoter deem fit and in particular:
- i) To utilize such FSI now or hereafter available and relating to the said Property or any part thereof in any manner whatsoever in its entire discretion either on the said Property or any part thereof and/or in any other portion/s of any other contiguous or adjoining lands;
 - ii) To utilize such FSI now or hereafter available by way of transfer of development rights, if permitted by the authorities in any other land/s wherever permissible;
 - iii) To utilize FSI now or hereafter available as may be permitted in respect of variation or reduction of open spaces, etc. of the said

Property in the structure/s to be constructed on the said Property and/or any part thereof;

- iv) To utilize such FSI as the Promoter may obtain or acquire by way of transfer of development rights from or in respect of any other land or property or structure/s by construction of additional floors on the structure/s to be constructed on the said Property;
- v) In any of the aforesaid cases, the Promoter shall furnish to the Society all detailed particulars in respect of such utilization of (on completion of the development of the said Property) the FSI by the Promoter. The FSI (residual, additional, transferred or otherwise) in respect of the said Property not consumed will be available to the Promoter before the conveyance of the said Building in favour of the Society.

- 6.10 It is hereby agreed between the Parties that balance FSI / TDR if any in respect of the said Property belongs to the Promoter alone and that the Allottee/s as also other flat Allottee/s of various flats / apartments in the said Building shall not have any right, title and interest therein. It is agreed by and between the Parties that if the permitted FSI or density is not consumed in the said Building being put up and/or at any time further construction on the said Property is allowed, the Promoter shall always have the right to put additional construction and/or consume the balance FSI and/or additional FSI of any other property whatsoever and the Allottee/s shall not be entitled to claim any share, right, title or interest in such additional FSI / TDR as aforesaid nor shall they be entitled to raise any objection whatsoever in respect of its use by the Promoter in any manner they choose. The Promoter shall be entitled to float the FSI / TDR of the said Property in the present scheme to any other property and vice versa if so permitted by the concerned authority.
- 6.11 The Promoter shall at all times before the conveyance of the said Building in favour of the Society, have the absolute right to make or cause to be made additions, alterations, raise additional floors or structure/s at any time or construct new structures on the said Property as may be permitted by the concerned authorities and such additions, alterations and/or additional floors or structures shall be the sole and exclusive property of the Promoter who shall be entitled to deal with or dispose of the same in any way it chooses and the Allottee/s hereby consent/s to the same.
- 6.12 The Allottee/s hereby further agree/s that after the Allottee/s are inducted as member/s of the Society, the Allottee/s shall give to the Promoter all such facilities, assistances and co-operation for the aforesaid purpose and the Promoter shall be entitled to utilize and/or take connections from all water pipe lines, storage tanks, sewages, drainage pipe lines, electric cables, electric lines and other conveniences and amenities of the structure/s now being or to be constructed for providing all such facilities conveniences and amenities to the additional floors or structures which may be constructed by the

Promoter on the said Building or to the new structure/s and the Allottee/s hereby consent/s to the same.

- 6.13 It is an express condition of this Agreement that all such agreements entered into by the Promoter with any person/s in respect of any flats / apartments comprised in the said Building shall be binding on the Allottee/s and all other allottee/s of the other flats / apartments in the said Building and that the Allottee/s shall not be entitled to raise any objection or do anything which would result in a breach of terms and conditions of the Agreement/s which are or may be entered into by the Promoter with other person/s with regard to such flats / apartments as aforesaid and the Allottee/s hereby undertake/s and give/s his / her / its / their consent to the Promoter to do and execute all such acts, deeds, matters and things from time to time as may be required to be done and executed by the Allottee/s as the Allottee/s of the said Premises and/or as member/s of the Society as may be required from time to time to enable the Promoter to carry out its part of such agreement/s as aforesaid.

7. TAXES AND OUTGOINGS

- 7.1 The Purchase Price is exclusive of all taxes, levies, duties, cesses, etc. In addition to the Purchase Price, the Allottee/s shall pay all other amounts mentioned herein as well as all the statutory taxes including Service Tax and/or Goods and Services Tax (GST) and/or Value Added Tax (VAT), levies, duties, cesses, etc. (whether applicable / payable now or becomes applicable / payable in future), whether on Purchase Price or on other amounts payable under this Agreement, shall be borne and paid by the Allottee/s alone and the Promoter shall never be liable, responsible and/or required to bear and/or pay the same or any part thereof.
- 7.2 As long as there is a statutory obligation on the Allottee/s, it shall deduct TDS in respect of each payment towards Purchase Price and simultaneously pay the same to the competent authorities and immediately provide proof of payment to the Promoter. The Allottee/s shall deliver promptly to the Promoter and without default, the necessary TDS certificates for each payment made by the Allottee/s enabling the Promoter to claim credit for the same. In the event of any default by the Allottee/s in complying with the obligations above referred, the Promoter shall have a first and exclusive charge on the said Premises to the extent of the TDS amount that remains unpaid to the competent authorities and shall be entitled to recover the same from the Allottee/s. The Allottee/s hereby indemnify the Promoter from and against any losses, damages, demands, actions, disputes, claims, costs, charges and expenses of any nature whatsoever suffered or sustained by them against any claim or demand made directly or indirectly in respect of non-payment or insufficient payment of TDS to the competent authorities.
- 7.3 So long as each of the flats / apartments, car parking spaces, etc. in the said Building are not being separately assessed for municipal taxes and

water charges, the Allottee/s shall pay to the Promoter a proportionate share of the municipal taxes and water charges assessed by MHADA / MCGM on the said Building and the common areas and the said Property. Such proportion shall be determined by the Promoter on the basis of the area of the said Premises, however for the purpose of determining such proportion, the area of the unsold flats / apartments will not be taken into account. The Allottee/s along with the other flat Allottee/s will not require the Promoter to contribute a proportionate share of the maintenance charges, municipal taxes, water charges and all other rent, rates and taxes in respect of the said Premises and other flats / apartments which are not sold or disposed of by the Promoter. In other words, any liability towards taxes or other outgoings, etc. in respect of the unsold flats / apartments, shall be borne and paid by the allottee/s including the Allottee/s herein from the date the Allottee/s are intimated to take possession of the said Premises.

- 7.4 Subject to what is stated hereinabove, commencing a week after notice in writing is given by the Promoter to the Allottee/s that the said Premises is ready for use, the Allottee/s shall be liable to bear and pay the proportionate share of outgoings in respect of the said Property and the said Building including local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, lifts, repairs, salaries of clerks, bill collectors, watchmen, sweepers and also other expenses necessary and incidental to the management and maintenance of the said Property and the said Building. For payment of the aforesaid, the Promoter shall first utilize from the amounts mentioned in the **Fourth Schedule** hereunder written. It is agreed that if the Promoter so require, the Allottee/s shall make such additional payment towards the outgoings on a continuous basis, beginning from the time the notice in writing is given by the Promoter to the Allottee/s till the Allottee/s is / are inducted as member/s of the Society. Amounts paid by the Allottee/s to the Promoter on account of outgoings and municipal taxes shall not carry any interest and the Promoter shall be entitled to spend such amount for the purposes for which the same are collected and the unspent balance shall remain with the Promoter until the Allottee/s is / are inducted as member/s of the Society. Subject to provisions of RERA, the aforesaid amounts so collected (less deductions provided for this Agreement) shall be paid over by the Promoter to the Society. After the utilization of the amounts so collected under the **Fourth Schedule** hereunder written, the Allottee/s undertakes to pay such provisional monthly contribution towards proportionate share of municipal taxes and outgoings regularly by the 5th (fifth) day of each and every month in advance and shall not withhold the same for any reason whatsoever otherwise interest will be charged at the rate specified under RERA and the rules made thereunder as amended from time to time. The right of the Promoter to charge interest is without prejudice to any other rights under this Agreement and including right to terminate this Agreement, levy cancellation charges, etc. The Allottee/s are aware that there may be a provision of tandem parking spaces in the said Building. The tandem parking spaces shall be utilized only for car parking by the

Allottee/s and are arranged in a way that one car parking space is placed immediately behind another car parking space. In order to facilitate the smooth movement of cars in respective parking spaces, a valet service may be arranged in the said Building. The car parking space allocation shall be made at any suitable place in the lower basement / upper basement / stilt / or on any of the podiums in the said Building. The Allottee/s agree to make monthly payments payable for arranging the valet service and hereby gives express consent to the Promoter in this regard.

8. COMPLETION AND POSSESSION

- 8.1 The Promoter shall endeavor to complete the construction of the said Premises by [●] as disclosed under RERA. Upon completion of the said Building being constructed on the said Property and upon receipt of the final occupation certificate / completion certificate from the concerned authority, the Promoter shall offer possession of the said Premises to the Allottee/s for his / her / their / its use and enjoyment on or before [●] or such extended date as may be allowed under RERA from time to time (hereinafter referred to as “**Completion Date**”). If the Promoter fails or neglects to give possession of the said Premises to the Allottee/s on account of reasons beyond his control and of his agents by the Completion Date, then the Promoter shall be liable on demand to refund to the Allottee/s the amounts already received by them in respect of the said Premises together with interest at the same rate specified under RERA from the date the Promoter received such amounts till the date of refund. Provided however, that the Promoter shall be entitled to a reasonable extension of time from the Completion Date for giving delivery of the said Premises, if the completion of the said Building is delayed on account of any or all of the following reasons / grounds / factors:
- a) War, civil commotion or act of God;
 - b) any notice, order, rule, notification of the Government and/or other public or competent authority / court.
- 8.2 The Allottee/s shall make payment of all the installments mentioned hereinabove along with all the other amounts mentioned herein including amounts mentioned in the **Third Schedule** hereunder written. The Allottee/s shall occupy the said Premises within 15 (fifteen) days of the Promoter giving written notice to the Allottee/s intimating that the said Premises are ready for use and occupation. In the event the Allottee/s fail and/or neglect to take possession within the specified period, it shall be deemed that the Allottee/s have taken possession from the date of such written notice of the Promoter and that date shall be deemed to be the “**Date of Possession**” and all obligations of the Allottee/s related to taking possession of the said Premises shall be deemed to be effective from the Date of Possession.

- 8.3 Notwithstanding anything contained herein, it is agreed between the Parties that upon receipt of the final occupation certificate / completion certificate, none of the Parties shall be entitled to terminate this Agreement, except in case of any default / breach by the Allottee/s under this Agreement.
- 8.4 If within a period of 5 (five) years from the date of handing over possession of the said Premises to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the said Premises or the said Building or any defects on account of workmanship, quality or provision of service, then, wherever possible, such defects shall be rectified by the Promoter at its own cost. It is however expressly agreed that due to any changes made by the Allottee/s in the said Premises and/or the said Building or by others occupying the said Building, then the Promoter shall not be liable for such repairs.
- 8.5 Upon receiving a written intimation from the Promoter, the Allottee/s shall take possession of the Premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said Premises to the Allottee/s. In case the Allottee/s fails or neglects to take possession within the timeframe provided, such Allottee/s shall continue to be liable to pay maintenance charges, taxes, etc. as may be applicable.
- 8.6 If the Promoter fails to abide by the timeframe for completing the said Building and handing over the said Premises to the Allottee/s, the Promoter agrees to pay to the Allottee/s, who do not intend to withdraw his / her / their allotment in respect of the said Premises, interest as specified under RERA, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession of the said Premises.

9. SOCIETY

- 9.1 On completion of the entire development of the said Property, the Allottee/s along with the other allottee/s in the said Building shall provide all necessary assistance to the Promoter to apply to the Society i.e. Dindoshi Shivalaya Cooperative Housing Society Limited for their respective membership/s and for this purpose also from time to time sign and execute the applications for registration and for membership and other papers and documents necessary for becoming a member, including adoption of the bye-laws of the Society and shall duly fill in, sign and return them to the Promoter within 7 (seven) days of the same being forwarded by the Promoter to the Allottee/s.
- 9.2 The Allottee/s shall observe and perform all the rules and regulations and bye-laws of the Society and the additions, alterations and amendments thereof that may be made from time to time for protection and maintenance of the said Building and the said Premises therein and for the performance and observance of the rules, regulations and bye-

laws for the time being of the concerned local authority, government or public bodies. The Allottee/s shall also observe and perform all the terms and stipulations laid down by the Society regarding occupation and use of the said Premises and the common areas, amenities and facilities of the said Building and shall pay outgoings in accordance with the terms of this Agreement and as shall be determined and demanded by the Society from time to time.

- 9.3 The Promoter shall, within 3 (three) months of the Completion Date, cause MHADA to grant a lease in respect of the said Property in favour of the Society and the Promoter shall convey and transfer the said Building by executing and registering the necessary agreement / deed in regard thereto.
- 9.4 Within 15 (fifteen) days after notice in writing is given by the Promoter to the Allottee/s that the said Premises are ready for use and occupation, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said Premises) of outgoings in respect of the said Property and the said Building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Property and said Building. The Allottee/s further agrees that till the Allottee/s is / are inducted as a member/s of the Society, the Allottee/s shall pay to the Promoter a provisional monthly contribution of Rs. [●]/- (Rupees [●] Only) per month towards the outgoings. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest.
- 9.5 The Allottee/s shall on or before delivery of possession of the said Premises keep deposited with the Promoter, the following amounts:
- (i) Rs. [●]/- (Rupees [●] Only) for share money, application entrance fee, etc. of the Society;
 - (ii) Rs. [●]/- (Rupees [●] Only) for proportionate share of taxes and other charges / levies in respect of the Society;
 - (iii) Rs. [●]/- (Rupees [●] Only) for deposit towards provisional monthly contribution towards outgoings of the Society;
 - (iv) Rs. [●]/- (Rupees [●] Only) for deposit towards water, electricity, sub-station and other utility and services installation and connections.
- 9.6 At the time of execution and registration of the lease of the said Property by MHADA in favour of the Society and the conveyance of the said Building by the Promoter in favour of the Society, the Allottee/s shall promptly pay to the Promoter, his / her / their share of stamp duty and registration fees, as may be applicable.

10. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE/S

10.1 The Allottee/s represents and warrant to the Promoter that:

- a) it has not been declared and/or adjudged to be an insolvent, bankrupt, etc. and/or ordered to be wound up, as the case may be;
- b) no receiver and/or liquidator and/or official assignee or any person is appointed of the Allottee/s or all or any of its assets and/or properties;
- c) none of its assets / properties is attached and/or no notice of attachment has been received under any rule, law, regulation, statute, etc.;
- d) no notice is received from the Government of India (central, state or local) and/or from abroad for his involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against it;
- e) no execution or other similar process is issued and/or levied against it and/or against any of its assets and properties;
- f) it is not of unsound mind and/or is not adjudged to be of unsound mind;
- g) it has not compounded payment with his creditors;
- h) it is not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months;
- i) it is competent to contract and enter into this Agreement as per the prevailing Indian Laws.

10.2 The Promoter considers the accuracy of the representations and warranties to be an important and integral part of this Agreement and has executed this Agreement in reliance of the same. The Allottee/s acknowledges, agrees and undertakes that the Allottee/s shall neither hold the Promoter or any of its sister concerns / affiliates responsible for any representations / commitments / offers made by any third party to the Allottee/s nor make any claims / demands on the Promoter or any of its sister concerns / affiliates with respect thereto.

11. COVENANTS OF THE ALLOTTEE/S

11.1 The Allottee/s by himself / herself / themselves with intention to bind all persons into whose hands the said Premises and other flats / apartments may hereinafter come, even after said Building is conveyed in favour of the Society, hereby covenant/s with the Promoter as follows:

- a) Not to do or suffer to be done anything in or to the said Building, said Premises, staircase, common areas or any passages which may be against the rules, regulations or byelaws of concerned local or any other authority or change / alter or make addition in or to the said Building or to the said Premises itself or any part thereof and to maintain the said Premises at the Allottee/s own cost in good repair and condition from the date on which the Allottee/s are permitted to use the said Premises. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and also pay any penal charges levied by the authorities;
- b) Not to store anything in the refuge floor nor store any goods in the said Premises which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the said Building or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the said Building and in case any damage is caused to the said Building on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach and shall repair the same at his / her / their / its own costs;
- c) To carry out at his / her / their / its own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the elevation of the said Building in which the said Premises is situated or to the said Premises which may be prohibited by the rules, regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provisions, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
- d) Not to change the user of the said Premises and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the said Premises and not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces and/or refuge areas;
- e) Not to demolish or cause to be demolished the said Premises or any part thereof neither at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said Premises or any part thereof and keep the portion, sewers,

drains, pipes in the said Premises and appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect other parts of the said Building;

- f) Not to make any alteration in the elevation and outside colour scheme of paint and glass of the said Building and not cover / enclose the planters and service ducts or any of the projections from the said Premises, within the said Premises, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Premises without the prior written permission of the Promoter, nor do / cause to do any hammering for whatsoever use on the external / dead walls of the said Building or do any act to affect the FSI potential of the said Property;
- g) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property and the said Building or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance;
- h) Not to delay / default in payment of the amounts to be paid to the Promoter as per the **Third Schedule** hereunder written in addition to the amounts collected as per the **Fourth Schedule** hereunder written and pay within 15 (fifteen) days of demand by the Promoter, their share of security deposit demanded by any concerned local authority or Government, MHADA / MCGM for giving water or any electric supply company for giving electricity or any other service connection to the said Building;
- i) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority from time to time;
- j) Shall not violate and shall observe and perform all the rules and regulations which the Society and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the flats / apartments therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by Society regarding the occupation and use of the said Premises in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement;
- k) Shall not do or permit or suffer to be done anything in or upon the said Premises or any part of the said Building which is or

may, or which in the opinion of the Promoter is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining flats / apartments or the neighbourhood provided always that the Promoter shall not be responsible to the Allottee/s for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining flats / apartments of the said Building and the Allottee/s shall not hold the Promoter so liable;

- l) Shall not obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the said Premises or in or on the common stairways, refuge areas, corridors and passageways in and of the said Building;
- m) Shall never in any manner enclose any flower beds / pocket terraces and other areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the said Premises and keep the same unenclosed at all times. The Promoter shall have the right to inspect the said Premises at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Allottee/s and also to recover costs incurred for such demolition and reinstatement of the said Premises to its original state;
- n) Not to affix sign boards, name boards, display boards, advertisements or neon lights in or about the said Premises or any portion thereof save and except the designated portion in the said Premises namely, the name plate board at the entrance of the said Premises and the same shall be of such size and nature as the Promoter shall specify in writing;
- o) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Premises in the compound or any portion of the common areas of the said Building;
- p) The Allottee/s shall not let, sub-let, license, transfer, sell, assign, or part with the occupation of the said Premises or any part thereof until all the dues payable by the Allottee/s to the Promoter under the Agreement are fully paid up and only if the Allottee/s have not been guilty of default / breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has taken prior permission in writing from the Promoter which permission shall be given on such terms and condition as the Promoter may decide;
- q) The Allottee/s hereby consent/s and authorize/s the Promoter to raise any finance by way of mortgage of the said Property and/or

the said Building or any portion thereof, to the exception as hereinafter, if as and when so deemed necessary by the Promoter. At any stage during the implementation of the scheme the Promoter shall be at liberty to sell, assign or transfer otherwise deal with their right, title and interest in the said Property and/or the said Building to be constructed thereon, save and except the said Premises which is subject of present Agreement provided that the same does not adversely affect or prejudice the rights granted in favour of the Allottee/s in respect of the said Premises agreed to be purchased by the Allottee/s in terms of this Agreement. It is further expressly agreed and understood by the Parties or their successors in title that the provisions of the clause relating to mortgage cannot at any time, hereinafter adversely affect or prejudice the rights granted in favour of the Allottee/s in respect of the said Premises agreed to be purchased by the Allottee/s in terms of this Agreement;

- r) Without making full and complete payment of the Purchase Price, the Allottee/s shall not, without the prior written consent of the Promoter, sell, transfer, mortgage, create charge, etc. or otherwise deal with or dispose of the said Premises or any part thereof. Such consent / refusal shall be at the sole discretion and at such cost as may be decided by the Promoter;
- s) The Allottee/s hereby expressly agree and covenant with the Promoter that in the event of the said Building being not ready for use and in the event of the Promoter offering license to enter upon the said Premises to the Allottee/s then and in that event the Allottee/s shall not have any objection to the Promoter completing the balance construction of the said Building or additional floors on the said Property without any interference or hindrance or objection by the Allottee/s. The Allottee/s further confirm that he / she / they / it shall not object or dispute balance construction of the said Building, wing or wings or additional floors or additional construction or part or parts thereof by the Promoter on any ground including on the ground of nuisance, annoyance or any other ground or reason whatsoever and the Promoter shall be entitled to either themselves or through any nominees to construct and complete the additional floors, wing or wings on the said Property as they may desire in their absolute discretion without any interference or hindrance or objection or dispute or claim by the Allottee/s.

12. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows:

- 12.1 The Promoter has clear and marketable title and has the requisite rights to carry out development upon the said Property;

- 12.2 The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the said Building and shall obtain requisite approvals from time to time to complete the development thereof;
- 12.3 There are no encumbrances upon the said Property and/or said Building except those disclosed in the Title Report;
- 12.4 There are no litigations pending before any Court of law with respect to the said Property and/or said Building except those disclosed in the Title Report;
- 12.5 All approvals, licenses and permits issued by the competent authorities with respect to the said Property and the said Building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the said Property and said Building shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Property, said Building and its common areas;
- 12.6 The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
- 12.7 The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Property, including the said Premises which will, in any manner, affect the rights of Allottee/s under this Agreement;
- 12.8 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee/s in the manner contemplated in this Agreement;
- 12.9 At the time of execution and registration of the conveyance agreement / deed of the said Building in favour of the Society, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas, amenities and facilities of the said Building to the Society;
- 12.10 The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to development of the said Property to the competent authorities;
- 12.11 No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Property) has been received or served upon the Promoter in respect of the said Property except those disclosed in the Title Report.

13. EVENTS OF DEFAULT AND TERMINATION

- 13.1 The Promoter shall be entitled (but not obliged) to terminate this Agreement on the happening of the following events (hereinafter referred to as the “**Events of Default**”):
- a) If the Allottee/s delay or commit default in making payment of any of the amounts and/or three consecutive installments of any amount payable under this Agreement or otherwise;
 - b) If the Promoter is of the opinion and/or belief that any of the representations, declarations and/or warranties, etc. made by the Allottee/s under this Agreement and/or any other documents or writings executed and/or entered into or to be executed and/or entered into by the Allottee/s is untrue or false;
 - c) If the Promoter is of the opinion and/or belief that the Allottee/s is / are an undesirable element and/or is likely to cause nuisance and/or cause hindrances in the completion of the development of the said Property and/or any time thereafter and/or it is apprehended that the Allottee/s is / are likely to default in making payment of the amounts mentioned in this Agreement;
 - d) If the Allottee/s has / have been declared and/or adjudged to be insolvent, bankrupt, etc. and/or ordered to be wound up;
 - e) If the Allottee/s is / are convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months;
 - f) If a receiver and/or liquidator and/or official assignee or any other person is appointed in respect of all or any of the assets and/or properties of the Allottee/s;
 - g) If the Allottee/s have received any notice from the Government of India (Central, State or Local) or foreign Government for the Allottee/s involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him / her / them.
- 13.2 On happening or occurring of any of the Events of Default, then and in that event, the Promoter shall without prejudice to all other rights and remedies that the Promoter may have against the Allottee/s either under this Agreement, or in law or otherwise, the Promoter shall give 1 (one) month notice to the Allottee/s to rectify / remedy such default / breach and during the notice period, the Allottee/s shall be liable to bear and pay interest at the rate specified under RERA on the due and payable amount from its due date and shall be entitled (but not obliged) to: (i) terminate this Agreement; and (ii) forfeit the amounts paid up till then. Upon the Promoter terminating this Agreement, the Allottee/s shall cease to have any right, title, interest, claim, demand, etc. of any nature

whatsoever against the said Premises or any part thereof and/or against the Promoter and the Promoter shall be entitled to deal with and dispose of the said Premises at their sole discretion and as they deem fit.

- 13.3 Notwithstanding anything contained herein, in case of any delay or default by the Allottee/s in making payment of any of the amounts and/or installments of any amount payable under this Agreement including notice period as mentioned herein or otherwise, the Promoter shall, without prejudice to any other rights or remedies that they may have against the Allottee/s, including the right to terminate and forfeit all such amounts from the Purchase Price and put an end to this Agreement as mentioned herein, be entitled to receive and recover from the Allottee/s and the Allottee/s shall pay to the Promoter interest on all outstanding amounts at the rate specified under RERA from the due date till the date of actual payment.

14. MISCELLANEOUS

- 14.1 All the recitals hereof shall form an integral part and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly.
- 14.2 This Agreement is presently governed by the provisions of RERA and other applicable laws for the time being in force subject to any other ordinance, regulations, statute, etc. being enacted by the Government to regulate and provide for promotion, construction, sale, management and transfer of flats / apartments on ownership basis in Maharashtra.
- 14.3 It is clearly understood and so agreed by and between the Parties that all the provisions contained herein and the obligations arising hereunder in respect of the common areas, amenities and facilities of the said Building shall equally be applicable to and enforceable against any subsequent allottee/s of the said Premises, in case of a transfer, as the obligations herein shall also transfer along with the said Premises for all intents and purposes.
- 14.4 The Allottee/s hereby agree to indemnify and keep indemnified, saved, defended and harmless the Promoter against any or all claims, losses, damages, expenses, costs or other liabilities incurred or suffered by the Promoter from or due to any breach by the Allottee/s of its covenants, representations and warranties under this Agreement or due to any act, omission, default on the part of the Allottee/s in complying / performing his / her / their / its obligations under this Agreement.
- 14.5 Any delay, tolerance or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee by the Promoter in respect of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee/s shall not in any manner prejudice the rights herein mentioned of the Promoter. 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 Allottee/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 Allottee/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.

14.6 All notices to be served on the Allottee/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s by Registered Post A.D. / Under Certificate of Posting / Courier or by Hand Delivery or by Fax, E-mail to the address of the addressee at his / her / their / it address hereinbefore mentioned or as may be existing in the records of the Promoter based on the information and details provided by the Allottee/s.

14.7 For the purposes of this transaction, the details of income tax permanent account number of the Promoter and the Allottee/s are as follows:

Promoter : [•]
Allottee/s : [•]

14.8 The Allottee/s hereby declare that he / she / they / it have gone through this Agreement and all the documents related to the said Property and the said Premises and has / have expressly understood the contents, terms and conditions of the same and the Allottee/s after being fully satisfied has / have entered into this Agreement and further agree not to raise any dispute or objection in regard to the same.

14.9 Time is of essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the said Building and handing over the said Premises to the Allottee/s and the common areas, amenities and facilities to the Society after receiving the final occupation certificate / completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of all the instalments and other dues payable by him / her / them and adhering to the other obligations under the Agreement.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding / agreement between the Parties and there are no promises or assurances or representations, oral or written, express or implied, other than those contained in this Agreement. The Allottee/s hereby expressly admits acknowledges and confirms that no terms, conditions, particulars or information, whether oral, written or otherwise, given or made or represented by the Promoter and/or its agents to the Allottee/s and/or his / her / their agents, including those contained / given in any advertisement or brochure or publicity materials, other than such terms, conditions and provisions contained herein shall be deemed to

form part of this Agreement or to have induced the Allottee/s in any manner to enter into this Agreement. This Agreement supersedes all previous arrangement, agreement, exchange of documents including marketing materials, brochures, etc.

16. RIGHT TO AMEND

This Agreement contains the whole agreement between the Parties in respect of the subject matter and shall not be modified (whether by alteration, addition or omission) otherwise than by writing duly signed by all the Parties.

17. BINDING EFFECT

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

18. DISPUTE RESOLUTION

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of RERA.

19. SEVERABILITY

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

20. JOINT ALLOTTEES

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

21. STAMP DUTY AND REGISTRATION

The Allottee/s shall bear and pay all the amounts payable towards stamp duty, registration fees, all out-of-pocket costs, charges and expenses on all documents for sale and/or transfer of the said Premises including that is payable on this Agreement. Any consequence of failure to register this Agreement within the timeframe prescribed shall be to the Allottee/s account.

THE FIRST SCHEDULE ABOVE REFERRED TO:
(Description of the said Property)

All those pieces or parcels of land bearing Survey Nos. 31 and 39 corresponding to CTS No. 104J admeasuring 2347.12 square meters or thereabouts lying and being at Village Dindoshi, Taluka Borivali, Malad (East), Mumbai – 400 097 along with Building Nos. 19A and 19B standing thereon and bounded as follows:

On or towards East : By Boards N.D.R. Plot;
On or towards South : By Building No. 3 of Saket Co-operative Housing Society Limited;
On or towards West : By Pathanwadi Area;
On or towards North : By Layout Boundary Compound Wall.

THE SECOND SCHEDULE ABOVE REFERRED TO:
(Description of the said Premises)

Flat No. [●] admeasuring [●] square meters equivalent to [●] square feet (carpet area as per RERA) on the [●] Floor in [●] Wing of the building to be known as [●]to be constructed on the said Property more particularly described in the First Schedule hereinabove.

THE THIRD SCHEDULE ABOVE REFERRED TO:
(Payment Plan / Schedule)

Sr. No.	Stages	Date	Percentage (%) of amount	Amount
1	Blocking /Advance Payment		5.00%	
2	After Execution of Agreement		15.00%	
3	On Completion of Plinth		15.00%	
4	On Completion of 3rd Podium Slab		5.00%	
5	On Completion of 6thPodium Slab		3.00%	
6	On Completion of 9th Floor Slab - 1st Residential Slab		3.00%	
7	On Completion of 12th Floor Slab - 4th Residential Slab		3.00%	
8	On Completion of 16th Floor Slab - 8th Residential Slab		3.00%	
9	On Completion of 19th Floor Slab - 11th Residential Slab		3.00%	
10	On Completion of 23rd Floor Slab - 15th Residential Slab		3.00%	
11	On Completion of 26th Floor Slab - 18th Residential Slab		3.00%	
12	On Completion of 30th Floor Slab - 22nd Residential Slab		3.00%	
13	On Completion of 33rd Floor Slab - 25th Residential Slab		2.00%	
14	On Completion of 37th Floor Slab - 29th Residential Slab		2.00%	
15	On Completion of Terrace Floor Slab - 31st Residential Slab		2.00%	
16	On Completion of Internal Plaster for respective Flat		5.00%	
17	On Completion of Flooring of respective Flat		5.00%	
18	Completion of External Plaster		5.00%	
19	On Completion of External Plumbing		5.00%	
20	On Completion of Lift		5.00%	
21	On Intimation of Handover		5.00%	
22	Total Apartment Cost		100%	

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(Other Contributions)

Other Contributions	Amount (Rs.)
Other Charges on Possession (B)	
Club Amenities (Lump Sum)	
Legal Charges (Lump Sum)	
Infrastructure Development Charges (Lump Sum)	
(B) Total Charges:	
Other Charges on Possession (C)	
Outgoing Maintenance for [●] years in advance (Excluding Property Tax)	
Corpus Fund (Lump Sum)	
(C) Total Charges:	

THE FIFTH SCHEDULE ABOVE REFERRED TO:
(Description of Common Areas, Amenities and Facilities)

- Society Office space provided
- Two Lifts per wing
- Car parking lots across basement and podium
- Power backup for Lift
- Rain water Harvesting
- Installation of Pipe gas lines
- Earthquake Resistant Design
- Video Door phone
- Pool and Jacuzzi
- Gymnasium
- Recreational Area

THE SIXTH SCHEDULE ABOVE REFERRED TO:
(Internal Specifications of the said Premises)

- (a) General features:
- Air Conditioning Unit in each Bedroom
 - Vitrified flooring in living, kitchen & passage
 - Laminated flooring in master bedroom
 - Veneer Finish Main Door and all other doors with Laminate Finish

- Aluminum sliding windows
- Plastic Emulsion on internal walls

(b) Kitchen:

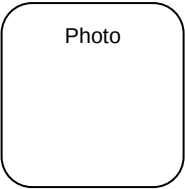
- Modular kitchen
- Glazed tile Dado up to 2 feet above Kitchen platform

(c) Bathroom:

- Antiskid tile flooring in Bathroom
- Dado tiles up to door height in Bathroom
- Sanitary fixtures & CP fittings of standard make
- Water Heater in all bathrooms

IN WITNESS WHEREOF the Parties have hereunto set and subscribed their respective hand and seal the day and year first herein above written.

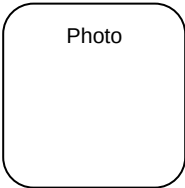
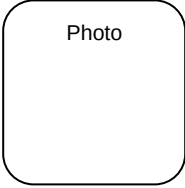
1. SIGNED AND DELIVERED)
by the within named the “**Promoter**”)
SAPTRISHI URBAN SPACE)
PRIVATE LIMITED)
by the hand of its Authorised Signatory,)
Mr. _____)
vide Board Resolution dated _____)
in presence of...)



1.

2.

SIGNED AND DELIVERED)
by the within named “**Allottee/s**”)
[•])
[•])
in presence of...



1.

2.