AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("this Agreement") is made and entered into at Mumbai on___day of **_____, 2024;**

BETWEEN

M/s. SAHAKAR CREATION, a partnership firm, incorporated under the Indian Partnership Act, 1932, having its registered office at 204/A, Western Edge-II, Off Western Express Highway, Borivali (East), Mumbai 400066, holding **PAN: AEXFS7535K**, hereinafter to be referred as the **"THE DEVELOPER /PROMOTER"** (which expression shall unless it be repugnant to the context or meaning thereof de deemed to mean and include the partner or partners for the time being of the said partnership firm, the survivor or survivors of them and the heirs, executors and administrators of the last surviving partner) of the **FIRST PART;**

AND

Mr./Mrs. _____, aged _____ years and **Mr./Mrs. _____, aged _____ years** Hindu, Indian Inhabitant(s), presently residing at _____ _____, holding **PAN: _____ & _____ respectively,** hereinafter called **"FLAT OWNER(S)"** (which expression shall unless it be repugnant to the context or meaning hereof shall mean and include his/her/their respective heirs, executors, administrators and assigns) of the **SECOND PART;**

WHEREAS:

a) THE OWNER'S TITLE TO THE PROPERTY ARISES AS UNDER:

i) One Mr. Paul Barthal Quinny was during his life time claiming Ownership rights **as Deemed Purchaser** under the provisions of Bombay Tenancy & Agricultural Lands Act, 1948 **(BT & AL Act)** in respect of the lands bearing Survey No. 334, Hissa No.3 admeasuring 24,306.64 sq. mts., Survey No. 335, Hissa No.5 admeasuring 1375.19 sq. mts., Survey No. 335, Hissa No.7 admeasuring 6828.85 sq. mts. and Survey No. 341, Hissa No.5 admeasuring 4527.27 sq. mts. **totally adm. 37,037.95 sq. mts. as per 7/12 Extract and having area admeasuring 37,597.90 sq. mts. as per separate P.R. Card,** situate, lying and being at Village Dahisar, Taluka Borivali in Mumbai Suburban District, hereinafter referred to as **"the Larger Property".**

ii) The said Mr. Paul Barthal Quinny became deemed purchaser of the aforesaid Larger Properties by virtue of the provisions of Section 32G of the said BT & AL Act and as such, Certificate of Purchase was issued under section 32M of the said Act, in respect of the said larger property.

iii) By an Agreement for grant of Development Rights and Sale dated 12th June, 1981, the said Paul Barthal Quinny agreed to grant development rights and sell the aforesaid Larger Properties to one Shri Ashokkumar Triloknath Goyal acting **as Director of M/s. Goyal Properties and Estates Pvt. Ltd.** (**"Erstwhile Owners"**) for the consideration and on the terms and conditions as mentioned therein.

iv) By an Order dated 5th day of February, 1982 bearing No. DLN/TNC/IV/WS-57/82, the Sub-Divisional Officer, Bombay Suburban District, granted permission under Section 43 of the B.T & A.L. Act to the said Mr. Paul Barthal Quinny for sale of the said Larger Properties listed at Item No. 1 to 3 above viz. bearing S. Nos. 334/3, 335/5, 335/7 totally admeasuring 7 acres 10 gunthas and a 4 annas and 341/5 admeasuring 1 acre 4 gunthas and 12 annas **totally admeasuring 8 acres 44 gunthas and 16 annas** to the said Shri Ashok Kumar T. Goyal of M/s. Goyal Properties and Estates Pvt. Ltd. for non-agricultural purposes, subject to the terms and conditions set out therein. Pursuant to an order dated 10th July, 1984 bearing No. DLN/TNC/IV/WS/57/82, the Sub-Divisional Officer, Bombay Suburban District, modified the earlier order bearing No. DLN/TNC/IV/WS-57/82 dated 5th February, 1982 and granted permission for sale of the aforesaid Larger Properties.

v) The said Agreement dated 12th June, 1981 was modified by a Supplemental Agreement dated 10th April, 1984 whereby the consideration amount agreed under the above referred Agreement dated 12th June, 1981 was modified and the said Shri Ashokkumar T. Goyal of M/s.

Goyal Properties and Estates Pvt. Ltd. agreed to pay the total monetary consideration amount of Rs.4,57,385/- (Rupees Four lakhs fifty seven thousand three hundred eighty five only) to the said Paul Barthal Quinny and also agreed to provide to him free of costs 9 flats each of an area of 500 sq.ft. saleable area in the building proposed to be constructed on the aforesaid Larger Properties. Under the above referred Agreement, the said Ashokkumar T. Goyal of M/s. Goyal Properties and Estates Pvt. Ltd. acted for and on behalf of M/s. Goyal Properties and Estates Pvt. Ltd. and upon incorporation all the consideration amount has been duly paid to the said Owner.

vi) The Additional Collector and Competent Authority appointed under Urban Land (Ceiling & Regulation) Act, 1976 (ULC Act) Greater Mumbai vide his Order dated 29th April, 1983 bearing No. C/ULC/SR.6 (i)/X-512 under section 8(4) of the said ULC Act, allowed the said Paul Barthal Quinny to retain an area of 500 sq. mtrs., from the said Larger Properties and remaining area of 36477 sq. mtrs, was declared as surplus vacant land of the said Larger Properties.

vii) The Government of Maharashtra vide its Order dated 11th June, 1984 bearing No. HWS/1084/518(73)/XIV under section 20 (New Scheme) of Urban Land (Ceiling & Regulation) Act, 1976 permitted the said Owner to develop the said surplus vacant land totally admeasuring 36477 sq.mtrs. of the said Larger Properties on the terms and conditions therein set out.

viii) The Additional Collector & Competent Authority, ULC Greater Mumbai, vide Revised Order dated 12th July, 1988 under section 8(4) of the said Act read with letter dated 24th January,1995 allowed the aforesaid owner to retain an area of 4500 sq. mtrs., from the properties being S.No.334/3, C.T.S.No.1424/A.

ix) The Additional Collector & Competent Authority, U.L.C., Greater Mumbai, by an Order dated 30/03/2007 has declared an area of 2974 sq. mtrs. bearing CTS No. 1424/A/2 reserved for Municipal Retail Market as per DP 1991 out of the aforesaid Larger Properties as non-vacant land as the same was non-buildable and was falling under Coastal Regulation Zone (C.R.Z.) and the name of State of Maharashtra was mutated in Property Register Card as holder of the land.

x) The said Mr. Paul Barthal Quinny died intestate at Mumbai on or about 10th December, 2000 leaving behind him surviving (1) Mr. John Lawrence Quinny, (2) Ms. Rita Francis Gigool, (3) Ms. Brendine Valerian Mathias, (4) Mr.Philip Quinny, (5) Mr. Bartholomew Quinny, (6) Mr. Ronald Cawsian Quinny and (7) Mr. Abbot Anthony Quinny, and (8) Mr. Nobert Louis Quinny as his only heirs and legal representatives under the provisions of Indian Succession Act by which he

was governed at the time of his death. As such the said John Lawrence Quinny & 7 others became entitled to succeed to the estate of late Mr. Paul Barthal Quinny.

xi) The said heirs and the said erstwhile Owners filed various suits in the Hon'ble High Court of Judicature at Bombay being Suit Nos. 171 of 1996, 172 of 1996, 176 of 1996, 198/1996 and 199/1996. The said disputes and differences were amicably resolved, as a result thereof, Consent Decree was passed by the Hon'ble High Court at Bombay in Terms of Consent Terms signed by all the parties on 29th August, 2005 in the aforesaid Suit Nos. 171 of 1996, 172 of 1996, 176 of 1996, 198/1996 and 199/1996, under which the Goyal Properties & Estates Private Limited were declared as sole and absolute owners.

xii) By an Indenture of Mortgage dated 31st May, 2019 made between Goyal Properties & Estates Pvt. Ltd. referred as the Mortgagor therein of the First Part, the said Quinny Family as Confirming Party therein of the Second Part and M/s. D.V. Associates as Mortgagee therein of the Third Part, mortgaged larger property. The said Indenture of Mortgage was duly registered with the office of the Joint Sub-Registrar of Assurances, Borivli under No. BRL-5, 7223 of 2019.

xiii) Since Goyal Properties & Estates Pvt. Ltd. could not repay the mortgage debts to M/s. D. V. Associates, M/s. D. V. Associates filed a Suit before the Hon'ble High Court of Bombay being Redemption Suit No. 15 of 2021.

xiv) The above referred Redemption Suit got amicably settled and all the disputes between Goyal Properties & Estates Pvt. Ltd. and M/s. D. V. Associates was resolved. The Quinny Family in Confirmation of the Goyal Properties & Estates Private Limited as First Confirming Party and M/s. D. V. Associates as 2nd Confirming Party, conveyed all those pieces or parcels of lands and hereditaments bearing CTS No. 1424/A/2 and corresponding Survey. No. 334/3(P) & 335/7(P) admeasuring 2974 sq. mtrs. or thereabouts reserved for market at Village Dahisar Taluka Borivali in Mumbai Suburban District, hereinafter referred to as "**the said property**", more particularly described in **Schedule-I** written hereunder, to M/s. Sahakar Creation. The said Deed of Conveyance is dated 27th February, 2023 is registered with the Sub-Registrar of Assurances, Borivali - 6 under serial No. 4069 of 2023.

xv) Subsequent to the aforesaid conveyance, M/s. D. V. Associates and Goyal Properties & Estates Pvt. Ltd. have entered into Consent Terms dated 29th March, 2023 and by an Order dated 31st March, 2023, the Hon'ble High Court at Bombay was pleased to take the said Consent Terms on record and passed a Decree in terms thereof. The aforesaid Mortgage read along with the Deed of Rectification came to be redeemed under the said Consent Terms.

xvi) Goyal Properties entered into Cancellation of Mortgage Deed, which duly registered with the office of sub-registrar, bearing document registration No. BRL6-11546-2023.

b) The copy of property Card on which the property is being developed is annexed and marked as **Annexure "A"**.

c) The Municipal Corporation of Greater Mumbai (hereinafter referred to as "**the MCGM**") is designated as the Planning Authority, under the provisions of the Maharashtra Regional Town Planning Act, 1966.

d) The Developer submitted the scheme for Development of portion the said property i.e. all those pieces or parcels of lands and hereditaments bearing CTS No. 1424/A/2 admeasuring 1621.41 sq. mtrs. or thereabouts excluding the area i.e. admeasuring 1472.59 sq. mtrs. falling under coastal regulation zone situate, lying and being at Village Dahisar Taluka Borivali in Mumbai Suburban District, hereinafter referred to as "**the subject property**", more particularly described in **Schedule-II**, to Municipal Corporation of Greater Mumbai ("MCGM").

e) The MCGM vide Intimation of Disapproval dated 15th September, 2023 bearing No**. P-16080/ 2023/ (1424A/2) R/ N Ward/ Dahisar R/ N/ IOD/ 1/ New** approved the plans for the development of the subject Property which is annexed hereto and marked as **ANNEXURE "B"**;

f) The subject property is affected by Reservation for Retail Market. The Developer has to construct and handover the Retail Market to the Concerned Authority. The Planning Authority has approved the plans on the basis of constructed area for the reservation being handing over to the concerned authority of Municipal Corporation on the terms conditions as may be stipulated by the Authority. The Concerned Authority may enforce certain conditions on the Developer including but not limited to execute such Agreements and various Deeds and Documents, which the Developer have executed /shall execute and which Deed and documents and conditions mentioned therein would be binding upon the Purchasers and their nominees/assignees.

g) That the building under reference is deficient in open space and MCGM will not be held liable for the same in future. That the Purchaser agrees for no objection for the neighborhood development with deficient open space in future.

h) That the Purchaser will not hold MCGM liable for failure of mechanical Parking system/car lift in future. That no complaints of whatsoever nature from the Purchaser as regards the parking space arrangement shall be entertained.

i) That the Purchaser will not hold MCGM liable for the proposed inadequate /substandard sizes of rooms in future and complaints of whatsoever nature will not be made in future.

j) That there is inadequate maneuvering space of car parking and Purchaser will not make any complaint to MCGM in this regard in future.

k) Mentioning that the additional parking spaces will be surrendered to MCGM free of cost if full FSI including fungible is not utilized by way of submitting amended plans. That there is no any contiguous holding/piece of land with land under development.

l) The MCGM thereupon issued Commencement Certificate on **26.10.2023** bearing No. **P-16080/2023/(1424A/2) R/N Ward/Dahisar R/N/IOD/1/New**; A Copy of the Commencement Certificate is annexed hereto and marked as **ANNEXURE "C"**;

m) In accordance with the said approval of plans, Intimation of Disapproval andCommencement Certificate, the Developer has started the work of development of the subject Property and the construction of the building thereon;

n) In accordance with the plans sanctioned and/or to be sanctioned/re-sanctionedand/or to be further sanctioned by the Municipal Corporation of Greater Mumbai, the Developers proposes to construct new buildings on the subject property which shall comprise of 2 or more wings in a phase wise manner. Presently the Developer has obtained the approval of building / Wing comprising of Ground plus 11 upper floors (Ground & First floor reserved for Retail Market with Vendoring Zone), which are to be constructed on the subject Property and is to be known as **"*SAHAKAR VISTA*",** hereinafter referred to as **"the said building(s)/Wing(s)"**.

o) The Developer is authorized to sell on ownership basis the Flat Premises to be constructed in the building(s)/Wing(s) under construction on the subject Property and receive considerations;

p) The Developer have started construction on subject Property in accordance with the Approved Plan(s) and as per the Plans sanctioned and/or amended time to time, including but not limited to amalgamate with the adjoining properties.;

q) The Developer is in possession of the subject property as recited hereinabove;

r) While sanctioning the plans, in respect of construction on the subject property, the concerned local authority and/or government may/have lay down certain terms andconditions, stipulations and restrictions which are to be observed and performed by the Developers while developing the subject property and the said building(s)/Wing(s) thereon and upon due observance and performance of which only the completion and occupation certificate in respect of the said buildings shall be granted by theconcerned authority.

s) The Developer has entered into Standard Agreement with the Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed in the Council of Architects;

t) The Developer has registered the project under the provisions of the Real Estate (Regulations) & Redevelopment Act, 2016 with the Real Estate Regulatory Authority (RERA) at Mumbai, Maharashtra bearing Project registration no. **P51800053793** An authenticated copy of Registration Certificate of RERA is heretomarked and annexed as **ANNEXURE "D"**;

u) The Developer has appointed Structural Engineer for the preparation of the Structural Design and Drawing of the Building(s) and the Developer accept the Professional Supervision of the Architect and the Structural Engineer till completion of the building(s) / Wing(s);

v) On demand from the Purchaser(s), the Developer have given inspection to the Allottee(s) / Purchaser(s) of all the documents pertaining to the title of the subject property and the plans, designs and specifications prepared by the Developers Architect Shri. Tarun Motta and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as ***"the said Act"***) and the Rules and Regulations made there under;

w) The Certificate of Title issued by the Advocate of the Developer have been annexed hereto and marked as **ANNEXURE "E"**;

x) The Developer has got the approvals from the Mumbai Municipal Corporation for the plans, specifications, elevations, sections of the said building comprising of Ground plus 11 upper floors (Ground & First floor reserved for Retail Market with Vendoring Zone) and shall obtain the balance approvals from Mumbai Municipal Corporation from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate (part or full) of the said Building(s);

y) While sanctioning the Plans Mumbai Municipal Corporation /or Government has/have laid down certain terms, conditions, stipulations and restrictions whichare to be observed and performed by the Developers while developing the subject Property and the said building(s) and only upon due observance and performance of which, the completion or Occupancy Certificate (Part/Full) in respect of the said Building shall be granted by MCGM;

z) The Allottee(s) / Purchaser(s) has/have applied to the Developer for allotment of a **Flat Premise Bearing No**. **___** on **_____ Floor**, **Wing ___**, situated in the said Building(s) named as ***"SAHAKAR VISTA"*** constructed on the subject Property;

aa) The Allottee/ Purchaser is/are offered a **Flat Premises Bearing No. _____**on the **_____ Floor**, in **_____ Wing** (hereinafter referred to as **"the *said Flat premises"***) in the building being constructed, to be known as ***"SAHAKAR VISTA"*** (hereinafter referred to as '***the said Building')*** being constructed on the subject property by the Developer;

bb) The authenticated copies of the plans and specifications of the Flat Premises agreed to be

purchased by the Allottee(s) / Purchaser(s) as sanctioned and approved by the **MCGM** have been annexed and marked as **ANNEXURE " F"** and the amenities to be provided for the residential flats by the Developer in the said Building are annexed in **ANNEXURE "G"** and the amenities to be provided for premises is mentioned in **Annexure "H"**

cc) The Carpet Area of the said **Flat Premises is _____ sq. ft. RERA Carpet** (Including fungible FSI) and ***"Carpet area"*** means the net usable floor area of an Flat Premises excluding the area covered by the external walls, areas under services shaft, exclusive of balcony appurtenant to the said Flat Premises forexclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the Flat Premises as described in Real Estate (Regulatory & Development) Act and as specified in Notification of the State of Maharashtra dated 14.06.2017 bearing No. MAHA/RERA/SECY/File No. 27/84/2017;

dd) 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 hereafter;

ee) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Developer hereby agree(s) to sell and the Allottee(s) / Purchaser(s) hereby agree(s) to purchase the Flat Premises;

ff) The parties hereto agree to reduce in writing the terms and conditions as hereinafter appearing:

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BYAND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The parties agree and confirm that the recitals appearing hereinabove form integral part of this agreement as if the same are set out in the body of the agreement and both the parties hereto deem to have recorded, repeated and confirmed the recitals appearing hereinabove.

2. The Developer herein are developing the subject property, by constructing new building(s) comprising of ground plus 11 upper floors (Ground & First floor reserved for Retail Market with Vendoring Zone) with/without multiple building/wings in Phase wise manner, in accordance withthe sanctioned Plans and IOD issued by the Municipal Corporation of Greater Mumbai and/or by concerned authorities per the D. C. Rules. However, the Developer have the right to make amendments, modifications in the plan(s), layout(s) without the approval and intimation, provided

the Allottee(s) / Purchaser(s) premises shall not be altered in respect of the floor and size.

3. It is expressly agreed by and between the parties hereto that the Developer at their costs, expenses and charges are entitled to acquire Transfer of Development Rights/ Development Rights Certificate by surrendering the portion of the subject property and/or acquire FSI from the open market including but not limited to fungible F.S.I. arising from thesubject property so as to consume and load the same on the subject property at the costs of the Developer and the Developer is also entitled to load fungible and/or additional F.S.I. as also to consume all direct and indirect benefits available on the subject property and attached to the subject property as per the Development Control (D.C.) Rules and Regulations and other relevant rules as applicable and to use and consume the same by putting up construction on the subject property.

4. At the request of the Purchaser(s), the Developer has agreed to sell and the Allottee(s)/ Purchaser(s) has/have agreed to purchase from the Developer on ownership basis **Flat Premises No.** _____ on the _____ **Floor**, in _____ **Wing** admeasuring **____ Sq. Ft. RERA CARPET AREA** for a sum of **Rs._____/- (Rupees _____ Only)** in the building to be known as **"*SAHAKAR VISTA*"**, (hereinafter to be referred as **"the said premises"**) proposed to be constructed, shown in red colour on the sketch plan annexed hereto and marked **ANNEXURE "I"** and more particularly described in the **THIRD SCHEDULE** hereunder written, for the consideration payable as mentioned in Clause hereinafter and on the terms and conditions as set out herein. Time of payment for each of the installments shall be the Essence of this Agreement.

5. PAYMENT TERMS: -

(a) The Allottee(s)/Purchaser(s) has/have paid to the Developers a sum of **Rs. _____/- (Rupees_____ Only)** towards Earnest Money;

(b) By making the part payments towards the balance consideration of **Rs. _____ /- (Rupees _____ Only)**.

(c) By making the below mentioned Part payments against total consideration value by the installments specified below: -

i. **Rs. _____/- (Rupees_____**

Only) 10% At the time of **Booking / Allotment** in the building.

ii. **Rs. _____/- (Rupees_____**

Only) 10% on completion of **Excavation** of the building.

iii. **Rs. _____/- (Rupees_____**

Only) 10% on completion of On **Completion 2nd Slab** of the building.

iv. **Rs. _____/- (Rupees_____**

Only) 4% on completion of On **Completion 3rd Slab** of the building.

v. **Rs. _____/- (Rupees_____**

Only) 4% on completion of On **Completion 4th Slab** of the building.

vi. **Rs. _____/- (Rupees_____**

Only) 4% on completion of On **Completion 5th Slab** of the building.

vii. **Rs. _____/- (Rupees_____**

Only) 4% on completion of On **Completion 6th Slab** of the building.

viii. **Rs. _____/- (Rupees_____**

Only) 4% on completion of On **Completion 7th Slab** of the building.

ix. **Rs. _____/- (Rupees_____**

Only) 4% on completion of On **Completion 8th Slab** of the building.

x. **Rs. _____/- (Rupees_____**

Only) 4% on completion of On **Completion 9th Slab** of the building.

xi. **Rs. _____/- (Rupees_____**

Only) 4% on completion of On **Completion 10th Slab** of the building.

xii. **Rs. _____/- (Rupees_____**

Only) 4% on completion of On **Completion 11th Slab** of the building.

xiii. **Rs. _____/- (Rupees_____**

Only) 4% on completion of On **Completion 12th Slab** of the building.

xiv. **Rs. _____/- (Rupees_____**

Only) 5% on commencement of **Brick Work** of the building.

xv. **Rs. _____/- (Rupees_____**

Only) 5% on commencement of **Internal Plaster Work** of the building

xvi. **Rs. _____/- (Rupees_____**

Only) 5% on commencement of **External Plaster of Block** of the building.

xvii. **Rs. _____/- (Rupees_____**
Only) 5% on commencement of **Plumbing and Flooring Work** of the building.

xviii. **Rs. _____/- (Rupees_____**
Only) 5% On commencement of **Electrical Work and Lift** work of the building.

xix. **Rs. _____/- (Rupees_____**
Only) 5% At the time of **Possession** of the building.

(d) The Promoter hereby agrees to allot to the Allottee **____ Parking Spaces**; Tower Parking being constructed in the Project.

(e) The Purchaser(s) agrees to deduct TDS at applicable rate of the consideration as per the Income Tax Act, 1961 and undertakes to pay the same into the requisite Government Income Tax account and further the Purchaser(s) agrees and undertakes to furnish to the Developer, TDS Certificate in this regard within 30 days from the date of deduction of TDS. In the event the Purchaser(s) fails to deduct TDS or deposit the same in the requisite Government Income Tax account, the Purchaser(s) shall be solely liable and responsible in respect thereof, with no liability to the Developer.

(f) The Total Price as mentioned above excludes Taxes (consisting of tax paid or payable by the Developers by way of Value Added Tax, Service Tax, Goods and Service Tax, Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the project payable by the Developer) up to the date of handing over the possession of the said premises.

(g) The Total Price is escalation free, save and except escalations/ increases due to increase on account of development charges payable to the Competent Authority and/or any other increase in charges which may be levied or imposed by the Competent Authority, Local bodies/Government from time to time. The Developer undertake and agree that while raising a demand on the Allottee(s) / Purchaser(s) for increase in development charges, cost, or levies imposed by the Competent Authorities etc., the Developer shall enclose the said notification /order / rules / regulations published /issued in that behalf to that effect along with the demand letter being issued to the Purchaser(s), which shall only be applicable on subsequent payments.

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

(i) All payments required to be made under this Agreement shall be by Account Payee Cheques / Pay

Orders / Demand Drafts / RTGS / NEFT /IMPS in favor of ***SAHAKAR CREATION – SAHAKAR VISTA COLLECTION ACCOUNT.*** All receipts issued by the Developer shall be subject to realization of the payments made by the Purchaser(s).

(j) Each of the aforesaid installments of the consideration and all the amounts that are payable as recorded herein, shall be paid punctually, on or before their respective due dates and without any claim or deduction, Time Being the Essence of the Contract, in respect of each such installment of payments. The Allottee(s) / Purchaser(s) confirm(s) that no interest in the said premises is intended to be passed or shall be deemed to have passed in favor of the Purchaser(s), till the full payment of the consideration and all other amounts due under this Agreement shall have been fully paid up by the Allottee(s) / Purchaser(s) to the Developer.

(k) The Allottee(s) / Purchaser(s) has/have to pay GST on the total consideration amount of the said premises as and when demanded by the Developer and also shall pay any taxes leviable and/or payable now and/or on becoming payable at any time hereinafter on the said Premises on the basis of this Agreement.

(l) The Developer herein have specifically informed the Allottee(s) / Purchaser(s) that if in case, any inquiry is raised by any statutory or Government or Semi-Government Authority or any agency or Revenue Authorities or any other statutory authority pertaining to the amount paid by the Allottee(s) / Purchaser(s) to the Developer, the Allottee(s) / Purchaser(s) shall be liable to provide the source of the amount paid bythe Allottee(s) / Purchaser(s) to the satisfaction of such authorities or an agency. The Allottee(s) / Purchaser(s) indemnify and keep indemnified the Developer for all the expenses, charges and payments arising out of failure on providing satisfactory reply to the statutory or Government or Semi-Government Authority or an agency or Revenue Authorities or any other statutory authorities for any amount paid by the Allottee(s) / Purchaser(s) either from his/her/their own account or made through third parties. In the event Allottee(s) / Purchaser(s) is not able to satisfy the Statutory Authorities about the source of the payment made to the Developer then, the Developer shall be entitled to withhold the possession of the said premises or exercise the option to terminate the Agreement for Sale.

(m) In the event of the termination of this Agreement at the option of the Developer for aforesaid reason i.e. (5)(k), then any amount which is found to be refundable over and above the amounts retained as and for mutually agreed liquidated damages such as the earnest money, interest on delayed payments any interest paid, due or payable, any other amount of non-refundable nature, shall be refunded to the Allottee(s) / Purchaser(s) or Statutory Authority by the Developer subject

to the terms and conditions of any order issued by any of such statutory authorities or agency.

(n) It is expressly agreed that upon such termination by the Developers, the Allottee(s) / Purchaser(s) shall have no right, title, interest, demand, claim or lien over the said premises and the car parking space(s) (allotted if any) in any manner whatsoever.

(o) Time is the essence for both the parties. The Developer shall abide by the time schedule for completion of the building(s) and handing over the Premises to the Allottee(s) / Purchaser(s) and the common areas to the Association of the Allottee(s)/ Purchaser(s) after receiving the Occupation Certificate or Completion Certificate for the subject property, as the case may be. Similarly, the Allottee(s) / Purchaser(s) shall make timely payments of the installment and other dues payable by him /her /them and ensure that they comply with the other obligations (***"Payment Plan"***).

6. The Developer is constructing the said building(s) with/without multiple wing(s) in phase wise manner in accordance with plans, designs, specifications and approvals as may be granted by the Concerned Authority/Authorities (which has been seen by the Allottee(s) / Purchaser(s) with liberty to carry out such variations and modifications as the Developer should consider necessary or as may be required by the Concerned Authority/ the Government, to be made in plans/designs/specifications or any of them which the Allottee(s) / Purchaser(s) hereby irrevocably, expressly authorize the Developer to make such changes/modifications. If the FSI in respect of the subject property increases or there is any such other permitted FSI, the Developer shall accordingly construct additional floors in the building(s) /Wing(s) as may be approved by the concerned authority/ authorities, due to change in DCR or in respect of any change in FSI. It is hereby agreed by and between the parties hereto that the Developer shall be entitled to make variations or modifications in the aforesaid plans only as per the rules and directives of concerned authority/ authorities provided that the locations/position and the area of the premises as defined hereunder agreed to be purchased by the Allottee(s) / Purchaser(s) shallremain unchanged. The Allottee(s) / Purchaser(s) hereby expressly and irrevocably agrees to the Developer for making variations or modifications in the aforesaid plans as they may deem fit, so long as the area of the said premises agreed to be purchased by the Allottee(s) / Purchaser(s) remain unchanged. The approval herein shall be considered as the approval on the part of the Allottee(s) / Purchaser(s) contemplated by Section 7 (1) (ii) of the MOFA and Section 14 of RERA.

7. SATISFACTION ON TITLE:

i. The Purchaser/s has/have independently inspected and verified the title deeds and all papers and all documents and approvals as recited hereinabove through their Advocates/ Solicitors and has/have fully satisfied himself/ herself/ themselves about the entitlement of the Developer to develop the subject Property in the manner set out in this Agreement; and the Purchaser(s) shall not be entitled to further investigate the entitlement of the Developer and/or be entitled to make/administer any requisitions or raise any objections with regard to any other matters relating thereto.

ii. The Purchaser(s) has/have also taken inspection of the Building Approvals, including inter alia the Building Approvals, orders and approved plans and undertakings given by the Developer to the MCGM and other concerned authorities, and other relevant documents and papers as well as the municipal assessment bills, city survey records, record of rights, property register cards and all other documents that are required to be furnished to the Purchaser(s) by the Developer under the provisions of RERA, RERA Rules and the provisions of MOFA and MOFA Rules and the Purchaser(s) confirm(s) that he/she/they has/have entered into this Agreement after being aware of all the facts and after inspecting the aforesaid and other relevant documents and papers.

iii. The Purchaser(s) has/have also read and understood the terms and conditions and the obligations as prescribed in the various approvals and sanctions obtained by the Developer from the Planning Authority inter alia as referred to in this Agreement and other concerned authorities and also the conditions of the undertakings given by the Developer to the MCGM and other concerned authorities; and is/are aware that some of such conditions and/or obligations shall or may require compliance in continuity even after the development and construction of the Building (s) is completed; and the Purchaser(s) has/have agreed to abide by and comply with such continuing conditions and obligations after being put in possession of the said Flat.

8. The Developer shall confirm the final RERA carpet area mentioned hereinabovein accordance with the plans of the Occupation Certificate, subject to a variation cap of 3% (three percent). The total sale consideration payable on the basis of the RERA Carpet area of the said premises shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area more than the defined limit of 3% then, the Developer shall refund the excess money paid by the Allottee(s) / Purchaser(s) within 45 (Forty-Five) days with annual interest of 9%, fromthe date when such an excess amount was paid by the Purchaser/s. If there is any increase in the Carpet area allotted to the Purchaser(s), the Developer shall demand additional amount from the

Allottee(s) / Purchaser(s) towards the Consideration, which shall be payable by the Allottee(s) / Purchaser(s) prior to taking of possessionof the said premises. It is clarified that the payments to be made by the Developer,as the case may be, under this Clause, shall be made at the same interest rate.

9. Without prejudice to the right of promoter to charge interest, on the Allottee 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 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 its own option, may terminate this Agreement.

10. Time for performance of all the obligations by the Purchaser(s) is/are the essence of the contract. If the Purchaser(s) commits breach of any terms and conditions of this Agreement and/or any other writing and/or the terms and conditions of this Agreement and/ or any writing and/or the terms and conditions of layout, I.O.D., Commencement Certificate and other sanction, permission, no objection, undertakings and affidavits etc. or fails and/or neglects to pay any amount due and payable under this Agreement on their due date (including the Purchaser(s) shall pay to the Developer interest at the prevailing rate of State Bank of India highest marginal cost of lending rate plus 2% thereon (**"Interest Rate"**), on all and any such delayed payments computed from and finally paid together with the interest thereon at the interest rate. The Developer shall, in respect of any amount, including interest payable but not paid by the Purchaser(s) under the terms and conditions of these presents, have first lien and charge on the said Flat premises agreed to be purchased by the Purchaser(s).

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches 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 thirty days of the termination, the instalments of

sale consideration of the Apartment which may till then have been paid by the Allottee(s) to the Promoter.

11. CANCELLATION

11.1 In the event of cancellation of the allotment of the said premises by the Allottee(s) / Purchaser(s) for whatever reason or in the event of termination of the allotment ofthe said premises by the Developer on account of the breaches of the Purchaser(s), including the breach on account of delayed payments and/or failure to make payments in spite of being called upon to do so and in spite of the notice by the Developer to cure/remedy such breach or breaches (as stated above), the following amounts shall be deducted and forfeited:-

a) 10% of the total consideration as agreed by the Allottee(s) / Purchaser(s) along with application service;

b) Tax / GST shall stand forfeited by the Developer as administrative charges;

c) Service Tax, GST, VAT, Brokerage as paid and/or payable;

d) All taxes and outgoings if any due, paid or payable in respect of the said premises up to termination/cancellation;

e) Interest payable by the Allottee(s) / Purchaser(s) to the Developer on account of delayed payments till date of termination/ cancellation;

f) PRE-EMI interest (if any paid by the Developers on behalf of the Purchaser(s);

g) The reduction in consideration pursuant to the resale of the said premises by the Developer;

h) The refund shall be made only after the resale of the said Premises to any third-party Allottee(s) / Purchaser(s) and not otherwise, after deduction as aforesaid. The Allottee(s) / Purchaser(s) shall have no claim whatsoever in respect of the said premises on issuance of the termination letter by theDeveloper or on issuance of a cancellation request by the Purchaser(s).

It is clarified that, in those case where the Purchaser(s) have obtained a loan against the said Flat, then in such event the Developer shall first refund the amount outstanding and payable to the lender and then the payment shall be made as stipulated above.

12. PURCHASER(S) ENTITLEMENT TO RAISE LOAN:

The Allottee(s) / Purchaser(s) agrees and declares that in the event, if the Allottee(s) / Purchaser(s) procures any loan or financial assistance for purchasing the said premises, then the Allottee(s) / Purchaser(s) shall ensure that such Bank(s) or Financial Institution(s) pays the aforesaid

installments regularly and punctually andany delay in the payment of the said installment by the Bank(s) or the Financial Institution(s) shall amount to a breach of the terms and condition of this Agreementand the consequences mentioned in this Agreement shall apply.

13. PARKING(S)

The Developer, as incidental to the purchase of the said Flat premises by the Purchaser/s, the Allottee(s) / Purchaser(s) shall be allowed a provisional allotment of _____ **Number of Car Parking Space** in the Tower Parking, with/without any additional consideration. However, the Allottee(s) / Purchaser(s) will be bound to abide with the rules and regulations as may be framed in regard to the aforesaid Car Parking(s) by the Developer and/ or Society (as and when formed) and shall pay such outgoings in respect of the said Car Parking(s) as may be levied by the Society. The Allottee(s) / Purchaser(s) agrees and confirms that the Allottee(s) / Purchaser(s) shall not be permitted to transfer/assign the use of the Car Parking or any part thereof without the transfer/assignment of the said Flat premises and the same shall be incidental tothe said premises. In other words, one cannot transfer/assigns the car parking(s) independent of the said premises to any third person. The Allottee(s) / Purchaser(s) undertake(s) and declare(s) that he/she/they shall not held MCGM/MHADA or any other Planning Authority liable for failure of Mechanical Parking System/Car Lift in future.

14. FORMATION OF LEGAL ENTITY: -

i. The Allottee(s) / Purchaser(s) at his/her/their own costs along with other Purchaser(s) of Flat Premises of the building(s) would co-operate and shall execute all necessary documents and pay all charges to form the Society or Common Legal Entity and for this purpose also from time to time sign and execute the application for membership and the other papers and documents necessary for the admission as member(s) of the Society or common legal entity, including the byelaws of the Society or common legal entity and duly filled in, sign and return to the Promoter/Developers within seven days of the same being forwarded by the Promoter(s) to form the Co-operative Society or any other Legal Entity, as and when all the respective premises in such respective Building(s)/Wing(s) are sold by the Developer.

ii. The promoter shall form the society/association by whatever name called within three (3) months of the majority of the apartments being sold or within three (3) months of occupation certificate whichever is earlier.

iii. The promoter shall within three (3) of the receipt of full occupation certificate shall transfer the conveyance of land along with the structure thereon to the society/association as may be formed.

iv. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

15. The Developer shall bear, incur and pay exclusively the costs of construction of the said building(s) / Wing(s) and all the expenditure for completion of the subject property.

16. DATE OF POSSESSION:

16.1 The Allottee(s) / Purchaser(s) herein for himself/ themselves and with intention to bind himself/ themselves and all persons into whosoever's hands the said premises may come and his/ her/ their successors-in-title doth hereby covenant with the Developers as follows:-

a) The Developer has informed to the Purchaser/s that the date of completion of the Project as has been declared under RERA is **July, 2026** ("Agreed Date of Possession"), subject to delay on account of any or all of the following factors:

i. war, civil commotion or act of God ;

ii. any notice, order, rule, notification of the Government and/or other public or competent authority/court.

In such event the date of handover of possession of the said premise shall be extended to the extent of loss of time.

b. The Allottee(s) / Purchaser(s) shall on receipt of the possession of the said premises pay to the Developer the following amounts**: -**

1	**Rs. 1000/-**	**Share Money, Application Entrance fee of the Co-operative Housing Society**
2	**Rs. 20,000/-**	**Formation of Co-operative Housing Society.**
3	**Rs.**	**Towards Monthly Maintenance Charges, To Be Paid in advance for 12 Months**
4	**Rs**	**Development Charges**
5	**Rs. 50,000/-**	**Towards Water & Electricity charges.**
6	**Rs. 6,500/-**	**Mahanagar Gas Ltd. charges**

7	**Rs. 25,000/-**	**Legal charges.**
	Rs.	**Total**

c. The Allottee(s) / Purchaser(s) further agree(s) and accept(s) that from 15 (Fifteen) day as specified in the intimation letter to take the possession /to occupy the said premises or Allottee(s) / Purchaser(s) taking the actual possession whichever is earlier, theAllottee(s) / Purchaser(s) herein shall be liable to bear and pay the proportionate share (i.e. in the proportion to the floor area for the New Premises) of all maintenance charges and outgoings in respect of the subject property and building(s) / Wing(s). Localapplicable taxes or such other levies demanded by the concerned local authority and/or the Government Authority and the maintenance charges in respect of common amenities.

d. To maintain the said premises at Allottee(s) / Purchaser(s) cost in a good and tenantable condition from the date of possession of the said premises being taken byhim/her/theirs and shall not do or allow or suffer to be done anything in and/or to the staircase or any passage or compound wall of the building(s)/Wing(s) or any part of the building(s) / Wing(s) in which the said premises is situated which may be against the rules, regulations or bye-laws of the concerned local or any other authority and/or Society or alter or make addition in and/or to the building(s)/Wing(s) in which the said premises is situated or any part thereof.

e. Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building(s) / Wing(s) in which the said premises are situated or storing of which goods is objected by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or are likely to damage the staircase, common passage or lift or any other structure of the building(s) / Wing(s) in which the said premises is situated including entrances of the building(s) / Wing(s) and in case of any damage caused to the building(s)/Wing(s) onaccount of negligence or default of the Allottee(s) / Purchaser(s) in this behalf, the Allottee(s) / Purchaser(s) shall be liable to pay or make good the damage incurred or caused due to the default of the Allottee(s) / Purchaser(s) whatsoever.

f. To carry out at his/her/their own cost, all internal repairs to the said premises and maintain the said premises in the same condition, state and order in which they weredelivered by the Developer to the Allottee(s) / Purchaser(s) and in tenantable repairand shall not do or allow or suffer to be done anything in the said premises or to the building in which the said premises

is situated, or carry out the repairs and changes in the said premises which may be forbidden by the rules and regulations and byelaws of the concerned local authority or other public authority which mayendanger the premises above or below the said premises. In the event of the Allottee(s) / Purchaser(s) committing any act in contravention of the above provision the Allottee(s) / Purchaser(s) shall be responsible and liable for the consequences thereof to the concerned local authority and/or public authority.

g. Not to demolish or cause to be demolished the said premises or any part thereof, norat any time make or cause to be made any addition or alteration of whatever nature in or to the said premises or any part thereof nor any alteration in the elevation, and outside colour scheme of building(s) / Wing(s) in which the said premises is situated and shall keep the said premises, sewers, drains, pipes in the said premises and appurtenancesthereto in good and tenantable repair and conditions so as to support, shelter and protect other parts of the building(s)/ Wing(s) in which the premises is situated and shall not chisel or in any other manner damages columns, beams, walls, slabs or RCC pardis or other structural members in the premises without prior written permission of the Developers and/or society or the limited company or the local authority as the case may be.

h. The Developer have informed the Allottee(s) / Purchaser(s) that they have/will get the plans approved and shall construct the new building(s) / Wing(s) by taking open space deficiency concessions from the MCGM. The MCGM while approving the plan have put a condition that the above information shall be included in the agreement for sale and therefore the Allottee(s) / Purchaser(s) is/are informed and he/she/they have taken note of the same. The Allottee(s) / Purchaser(s) have given no objection for the neighborhood development and they can also apply for deficiency in open space in future.

i. The Developer shall pay on receipt of part/full Occupation Certificate, his/her/their/its share of Security Deposit as mentioned above for giving water, electricity or any other service connection to the building(s)/Wing(s) in which the said premises are situated.

j. To bear and pay increase in local taxes, water charges, insurance and such other levies if any applicable and payable, which are imposed by the concerned Local authority, and/or Government and/or other public Authorities on account of change of user of the said premises by the Allottee(s) / Purchaser(s) or otherwise.

k. The Allottee(s) / Purchaser(s) shall be not be entitled to transfer, assign or part with interest or benefit factor of the said new premises being allotted to the Allottee(s) / Purchaser(s) under

this Agreement without the prior written consent of the Developer.

l. The Allottee(s) / Purchaser(s) shall observe and perform all the rules and regulations which the society/limited company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the said building(s) / Wing(s) and the premises therein and for the observance and performance of the building(s) / Wing(s) rules and regulations and bye-laws for the time being of the concerned local authorities and Government and other public bodies. The Allottee(s) / Purchaser(s) shall also observe all the stipulations and conditions as would be laid down by the Co-operative Housing Society regarding the occupation and use of the premises in the building(s) / Wing(s) and shall pay and contribute regularly and punctually towards taxes, expenses and other outgoings payable by him/them in accordance with the terms of the Agreement.

m. Upon the Developer offering to the Allottee(s) / Purchaser(s) possession of said premises as stated in this agreement, the Allottee(s) / Purchaser(s) undertakes to take possession within 15 days from thereof and discharge all the outgoings thereafter. The Developer shall be entitled to withheld the possession until the Purchaser(s) as made the payment of full consideration and possession money and charges, as stipulated above.

17. FORCE MAJEURE:-

The Developers agree to complete the construction of the proposed building(s) / Wing(s) within **48** months (including grace period) from the date of Commencement Certificate is obtained, whichever is later, save and except

(i) war, civil commotion or Act of God,

(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

18. The Allottee(s) / Purchaser(s) agrees with the Developer that the Allottee(s) / Purchaser(s) shall not cause any obstructions or hindrance and shall not raise any objection of whatsoever nature in the matter of the construction and/or during the course of construction of the said proposed building(s)/ Wing(s) as per plan sanctioned but shall render all assistance and co-operation to the Developer and/or their contractors. The Allottee(s) / Purchaser(s) shall as and when required and/or demanded by the Developers or the Municipal Corporation of Greater Mumbai

or any of the public body or authority shall sign necessary letters and/or execute the undertakings and/or such writings which Municipal Corporation of Greater Mumbai and/or any other authority as may be required. It is further agreed that the Allottee(s) / Purchaser(s) shall not either himself/ herself /themselves or through his/ her/their agents / servants cause any hindrance or obstruction of any nature in the execution of the work of construction of the said proposed building(s)/Wing(s) on the subject property.

19. The Developer at their costs and expenses are responsible to commence, carry on and complete the constructions as per such sanctioned plan or as the same may be amended as per the rules, regulations and bye-laws governing such construction. The building plans to be amended, if required, by the Developer shall be in accordance with the building(s)/ Wing(s) rules and regulations of the relevant authority in force at the relevant time. All the contracts and agreements entered into by the Developer for construction and for the purposes mentioned in these presentsincluding with Architects, Legal Advisers, Engineers, R.C.C. Specialist shall be at the costs and risks of the Developers as well on principal-to-principal basis.

20. The Developers are not liable and responsible to give accounts of the aforesaid expenses as described in clause 17.1 (b), deposits, charges etc. to the Allottee(s) / Purchaser(s) herein and/or the society. The Developer are not responsible to refund any amount as aforesaid and not accountable to the Purchaser(s) and/or the society in future.

21. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER/ PROMOTER

The Developer/Promoter hereby represents and warrants to the Purchaser(s) as follows:-

a) The Developer has/have clear and marketable title with respect to the project land; as declared in the title report annexed to this Agreement and has the requisite rights to carry out development upon the subject property and also has actual, physical and legal possession of the subject property for the implementation of the Project;

b) The Developer have lawful rights and requisite approvals from theCompetent Authority(s) to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project;

c) There are no encumbrances upon the subject property or the Project except those disclosed in the title report;

d) There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report, if any;

e) All Approvals, Licenses and Permits issued by the Competent Authority(s) with respect to the subject property and said Building(s) / Wing(s) are valid and subsisting and have been obtained by following due process of law. Further, all Approvals, Licenses and Permits issued by the Competent Authority(s) with respect to the subject property and said Building(s) / Wing(s) shall be obtained by following due process of law and the Developers have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the subject property and Building(s) / Wing(s);

f) The Developer have 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) / Purchaser(s) created herein, may prejudicially be affected;

g) The Developer have not entered into any Agreement for Sale and/or any other Agreement / Arrangement with any person or Party with respect to the subject property, including the said premises which will, in any manner, affect the right(s) of Allottee(s) / Purchaser(s) under this Agreement;

h) The Developer confirms that the Developer are not restricted in any manner whatsoever from selling the said Premises to the Allottee(s) / Purchaser(s) in the manner contemplated in this Agreement;

i) The Developer have duly paid and shall continue to pay and discharge undisputed Governmental dues, rates, charges and taxes and other monies levies, impositions, damages and/or penalties and other outgoings, whatsoever, payable with respect to the subject property to the Competent Authority(s);

j) No notice from the Government or any other Local Body or Authority(s) or any Legislative Enactment, Government Ordinance, order, notification(including any notice for acquisition or requisition of the subject property) has been received or served upon the Developer in respect of the subject property, save and except specifically disclosed in the title report.

22. DEFECT LIABILITY: -

If within a period of five years from the date of handing over the Premises to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Premises or the building/Wing in which the Premises are situated or any defects on account of workmanship,

quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

23. INDEMNITY: -

The parties herein shall indemnify and keep indemnified and harmless each otherin the event any claim or dispute that may arise on the basis of their declaration and representations.

24. Subject to terms and covenant of present agreement, the Allottee(s) / Purchaser(s) are made aware that except the premises to be allotted to him/her/them/they have no right, title and interest over and unto any other premises in the proposed building(s)/Wing(s) and that the Developers are entitled to retain, sell and/or otherwise let, sub-let, lease, exchange, gift etc. the balance premises at the market price as per the desire of the Developer, after allotting the premises to the tenants / Allottees / Purchasers and that the Developer are entitled to appropriate entire proceeds for the same.

25. The Developer shall maintain a separate account in respect of sums received bythe Developer from the Allottee(s) / Purchaser(s) as advance or deposit, sums received on account of the share capital towards the Co-operative Housing Society or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

26. 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 subject Property andBuilding(s) / Wing(s) or any part thereof. The Allottee(s) / Purchaser(s) / shall have noclaim save and except in respect of the Premises hereby agreed to be sold to him /her /them and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces will remain the property of the Developer until the possession is being handed over to the Society (as and when formed).

27. The Allottee along with other allottee(s)s of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application

for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

28. The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the building or wing in which the said Apartment is situated.

29. **BRAND NAME:**

The Developer shall be entitled to add at such places on the facade or compound wall/s or terrace/s or compound/s or common area/s in the Building(s)/Project or otherwise in the subject Property, placards, sign boards, neon signs, hoardings etc. indicating to the public at large that the Project is being constructed and/or developed (during construction) or that the Project has been constructed and/or developed (after construction) by the Developer. A permanent illuminated signage/hoarding for signifying and indicating to the public at large that the Project is constructed/developed by the Developer will remain displayed at a prominent place on the building(s) or the subject Property and access shall be made available to the Developer and its authorized representatives, as and when required by the Developer in order to maintain, repair and replace the signage at the costs of the Developer.

30. All notice to be served on the parties as contemplated by this agreement shall bedeemed to have been duly served if sent to them at following address: -

Developer: - 204/A, Western Edge-II, Off Western Express Highway, Borivali (East), Mumbai 400066.

Email:- info@sahakar-group.in

Purchaser(s):_____

Email: - _____

31. Forwarding this Agreement to the Allottee(s) / Purchaser(s) by the Developer doesnot create a binding obligation on the part of the Developer or the Allottee(s) / Purchaser(s) until, firstly, the Allottee(s) / Purchaser(s) sign(s) and deliver(s) 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) / Purchaser(s) and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developer. If the Allottee(s) / Purchaser(s) fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of receipt by the Allottee(s) / Purchaser(s) and/or appears before the concerned Sub-Registrar for its registration as and when intimated bythe Promoter(s), then the Developer shall serve a notice to the Allottee(s) / Purchaser(s) for rectifying the defaults, which if not rectified within 15 (fifteen) days from the date of receipt by the Purchaser(s), Application of the Allottee(s) / Purchaser(s) shall be treated as cancelled and all sums deposited by the Allottee(s) / Purchaser(s) in connection therewith including the booking amount shall be returned to the Allottee(s) / Purchaser(s) without any interest or compensation whatsoever.

32. After execution of this Agreement, the Developer and/or its nominee(s) will have right to submit revised building(s) plan(s)/layout plan(s) to the building departmentof the Municipal Corporation of Greater Mumbai new construction plans without further references to the Purchaser(s).

33. The Developer alone shall be entitled to construct additional Floor(s) area on any part of the said Building(s) / Wing(s) in phase wise manner i.e. by procuring T.D.R. at the Developers own expenses and use of any F.S.I. available at present or which may become available for which the Allottee(s) / Purchaser(s) give his / her / their irrevocable approval in favor of the Developer and for that purpose the Allottee(s) Purchaser(s) undertake to sign all necessary Papers documents, plans, applications etc. which may be required by the Developer including the Power of Attorney. The Allottee(s)/ Purchaser(s) shall not make any structural modification or alteration in the said premises which may affect or damage any other portion of the said Building(s) and/or Wing(s) and shall not carry out any work without notifying the Developer Society in writing at least 7 days prior to the commencement of such work with planning. Subject to whatever has been agreed by and

between the parties hereto the Developer shall always be entitled to construct additional floors or carry out any additions, alteration to the said Building(s) /Wing(s) as permitted under law as the Developer may deem fit and proper and the same shall be done without seeking permission from the Society and if required, they shall do the needful at no additional cost or benefits.

34. The Developer alone shall be entitled to construct additional phase wise manner i.e. by procuring T.D.R. at the Developers Purchaser(s) hereby give his/her/their irrevocable approval in and the same shall be done without seeking permission from the Society and if required, the shall do the needful at no additional cost or benefits.

35. It is agreed that if the Floor Space Index has not consumed in full in the construction of the said Building(s) / Wing(s) and if before issuance of the Occupation Certificate, if any further construction on the land is allowed in accordance with change in rules and regulations of the Municipal Corporation of Greater Mumbai, in that event, the Developer would be entitled to put up additional or other constructions on any portion of on the subject property, for which the Developer are entitled to receive and appropriate the consideration in respect thereof, without any reference to the Allottee(s) / Purchaser(s) herein or any liabilityto furnish any accounts. The Allottee(s) / Purchaser(s) has/have no objection for such additional or other construction(s). It is however agreed by the Developer that they will not construct such additional or other structure so as to adversely affect the area of the said premises agreed to be given to the Purchaser(s).

36. The Developer shall be entering several Agreements similar to this Agreement with several parties who may agree to take and acquire premises on ownership basis, subject to such modifications as may be deemed necessary, considerable, desirable or proper by the Developer, with a view that ultimately the purchasers/occupants of the various premises in the Building(s)/Wing(s) shall form a Co-operative Housing Society or a Condominium of Apartment Owners or a Limited Company or an Association or a Federation or any permitted legal entity (hereinafter referred to as "the Common Legal Entity").

37. The Developer shall take steps to form the Common Legal Entity after all the premises are sold by Developer under duly registered documents and subject to receipt of the entire amount of the consideration hereunder agreed to be paid by the Purchaser(s) to the Developer and further subject

to payment by the Purchaser(s) of all other amounts hereunder agreed to be paid by the Purchaser(s) to the Developer.

38. That the Purchaser(s) will not held MCGM liable for the proposed inadequate/ substandard sizes of rooms in future and complaints of whatsoever nature will not be made in future.

39. That there is inadequate manoeuvring space of car parking and buyer/ member willnot make any complaint to MCGM in this regard in future.

40. That the standby arrangement of generator / alternative electric power supply requisite capacity shall be made in case of failure of electric supply, if applicable.

41. Mentioning that the additional parking spaces will be surrendered to MCGM freeof cost if full FSI including fungible is not utilized by way of submitting amended plans. That there is no any contiguous holding/piece of land with land underdevelopment.

42. That, relevant & applicable clauses / section of Maharashtra ownership flats (Regulation of promotion of ownership, sale, management and Transfer Act 1963, Maharashtra Co-op Society Act 1960/Bombay tenancy agricultural land Act 1948 /Bombay Tenancy Act/ Transfer of property Act 1862/U.L.C Act/ Environmental protection Act 1986 and other relevant act time being in force shall be dulyobserved.

43. The Allottee(s) / Purchaser(s) hereby agrees and undertakes that waste will be treated in SITU and will be maintained in operational condition as per the requirement of MCGM or other competent authority, if any.

44. **PERMANENT ACCOUNT NUMBER: -**

DEVELOPER **AEXFS7535K**

PURCHASER(S) _____

45. The Allottee(s) / Purchaser(s) shall bear the stamp duty charges and all the out-of- pocket charges and registration of this agreement.

46. This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof andsupersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Premises.

47. Any amendment and/or modification shall be carried out by and between the parties only in writing.

48. 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 Agreementand to the extent necessary to confirm 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.

49. The execution of this Agreement shall be complete only upon its execution by the Developers through its authorized signatory at the Developers Office or at some other place which may be mutually agreed between the Developers and this Purchaser(s), in Mumbai after the Agreement is duly executed by the Allottee(s) / Purchaser(s) and the Developer or simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai.

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

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

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of "said Property")

All Those Pieces or Parcels of Lands and Hereditaments Bearing CTS No. 1424/A/2 And Corresponding Survey. No. 334/3(P) & 335/7(P) Admeasuring 2974 Sq. Mtrs. Or Thereabouts Reserved for Market at Village Dahisar Taluka Borivali in Mumbai Suburban District, Surrounded by As Follows: -

On the East : CTS No. 1424A/1

On the West : 13.40 Mtr DP Road

On the North : CTS No. 1424/D

On the South : 12Mtr. Road

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of "subject Property")

All Those Pieces or Parcels of Lands and Hereditaments Bearing CTS No. base/A/2 Admeasuring 1621.41 Sq. Mtrs. Or Thereabouts Excluding the Area I.E. Admeasuring 1472.59 Sq. Mtrs. Out Of Total Area Admeasuring 2974 Sq. Mtrs. Falling Under Coastal Regulation Zone Situate, Lying and Being at Village Dahisar Taluka Borivali in Mumbai Suburban District, Surrounded by As Follows: -

On the East : CTS No. 1424A/1

On the West : 13.40 Mtr DP Road

On the North : CTS No. 1424/D

On the South : 12Mtr. Road

THE THIRD SCHEDULE ABOVE REFERRED TO

(Description of "said Premises")

Flat bearing No. _____ admeasuring about _____ **Sq. ft (_____ Sq. Mtrs) Rera Carpet Area** on the **___ Floor** in **___ Wing** in the building to be known as ***"SAHAKAR VISTA"*** property situated at Village Dahisar Taluka Borivali in Mumbai Suburban District, in Ashish Complex, Dahisar East, Mumbai 400068,

Maharashtra.

IN WITNESS WHEREOF the parties hereto set and subscribed their respective hands and seal to this writing and duplicate thereof the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED)
by the Within named "Developer")
M/S. SAHAKAR CREATION)
Through its authorized partner)
MR. NIHIR B THAKKAR)
PAN AEXFS7535K

Photo | Signature | Thumb

SIGNED, SEALED AND DELIVERED BY
The withinnamed **"PURCHASER/S"**

_____)

PAN No.: _____

Photo | Signature | Thumb

SIGNED, SEALED AND DELIVERED BY
The withinnamed **"PURCHASER/S"**

_____)

PAN No.: _____

Photo | Signature | Thumb

In the presence of.....)

1.
2.

RECEIPT

RECEIVED of and from withinnamed Purchaser/s a Sum of **Rs. _____/- (Rupees _____ Only)** being earnest money payable by him/her/them to us in the following manner:

Date	Chq. No.	Bank, branch details	Amount
		Total……	**Rs.**

WE SAY RECEIVED

M/S. SAHAKAR CREATION

(PROMOTERS)

WITNESS:

1.

2.